

GOVERNMENT OF PAKISTAN
REVENUE DIVISION
FEDERAL BOARD OF REVENUE

C.No. 6(13)2022-Projects

Islamabad, the 30th July, 2024

The Director (MIS),
Public Procurement Regulatory Authority,
1st Floor FBC building Near State Bank,
Sector G-5/2, Islamabad.

Subject: **OPTIMAL UTILIZATION OF FBR PROPERTIES IN PPP MODE
(LOCATED IN ISLAMABAD, KARACHI, AND LAHORE), FOR
WITHDRAWAL OF THE ADVERTISEMENT**

Kindly refer to office letter No. 6(13)2022-Projects dated 03-07-2024 on the cited subject above.

2. It is stated that, Public Tender No. TS542873E title Optimal Utilization of FBR Properties etc was uploaded on PPRA website and subsequently bidding documents were uploaded accordingly. It is to inform that the above-mentioned advertisement is withdrawn with immediate effect. You are requested to remove the above-mentioned advertisement and bidding documents from PPRA website. The next date of new advertisement (if any) will be announced as and when decided by the Federal Government.


(Naveed-ur-Rehman)
Chief (Projects) 27/7/24
051-9202933

Copy to:

- I. SA to Chairman FBR (HQ), Islamabad.
- II. PS to Member (Admn. & HR), FBR (HQ), Islamabad.
- III. Chief (Fate), FBR (HQ), Islamabad (with request to remove the advertisement from FBR website.)
- IV. The Project Team Leader (P3A) Islamabad.
- V. M/s UHY Hassan Naeem & Co, Chartered Accountants Lahore.

Government of Pakistan
Revenue Division
Federal Board of Revenue

C.No. 6(13)2022-Projects

Islamabad, the 18th July, 2024

The Director (MIS)

Public Procurement Regulatory Authority,
1st Floor FBC Building Near State Bank,
Sector G-5/2, **Islamabad.**

Subject: **Bidding Documents for FBR Projects on Public Private Partnership (PPP) Mode**

Please refer to the subject and this office letter No.6(13) 2024 dated 3rd July 2024 wherein Tender Notice for FBR Projects was requested to be uploaded on **PPRA** portal (copy enclosed).

2. It was mentioned in the Tender Notice that Bidding Documents shall be uploaded on PPRA website on 18th July 2024. Accordingly, the soft copy of bidding documents is hereby emailed on info@ppra.org.pk

3. It is requested to upload the above mentioned Bidding Documents on PPRA's portal.

Encl: As Above


(Naveed-ur-Rehman)

Chief (Projects)

18/7/24

Copy to:

1. M/s UHY Hassan Naeem & Co., Chartered Accountants Lahore.
2. The Project Team Leader, P3A, Islamabad.

Government of Pakistan
Revenue Division
Federal Board of Revenue

OPTIMAL UTILIZATION OF FBR PROPERTIES IN PPP MODE (LOCATED IN ISLAMABAD, KARACHI, AND LAHORE)'

FBR hereby invites the Bidders, single entity or JV, who meet the Eligibility Criteria stipulated in the Bidding Data Sheet, to submit their Bids for the project(s) to construct the multi-storey buildings on FBR land and carry out O&M of the project(s) in accordance with the terms of the RFP and the Concession Agreement. For more details of the projects, please refer to the Bidding Documents which will be issued by FBR on 18th July 2024.

'The proposed implementation model for the Projects is Design, Build, Finance, Maintain, Operate & Transfer (DBFMOT), wherein the private party will be responsible to (a) Construct the Project from its own resources; (b) Maintain and operate the Project for a pre-defined concession/operations period on rental model basis, and; (c) Transfer it back to FBR at the end of the proposed concession period of 30 years.

The primary objective is to provide FBR officials' housing needs by commercially utilizing four (4) FBR properties located in Islamabad, Karachi & Lahore on Public-Private Partnership (PPP) model. This will optimize land usage while offering attractive returns to the investor.'

The interested Bidders shall submit their bids in accordance with the requirements of the RFP by September, 4, 2024. Bids shall be opened on the same date at 2.0 pm. Pre-bid meeting shall be held on August 5, 2024 to obtain feedback of the bidders on the bidding documents. The projects' procurement shall be conducted in accordance with the PPRA using single stage two envelope procedure.

A bidder can submit its proposal for any one of the four (4) projects or may submit proposals for multiple projects (up to all of the four properties).

The bidding documents shall be uploaded on the websites of FBR (<https://www.fbr.gov.pk/tenders>) and PPRA (<https://www.ppra.org.pk/>) on 18th July 2024. However, interested bidders must submit an application on original letterhead along with a non-refundable tender processing fee of PKR 10,000 in cash. Original receipts of tender fee should be submitted along with the proposal otherwise same may be rejected. Bidders are required to provide Bid Security amounting to PKR 10 million for each project in the form of a Bank guarantee from the scheduled Bank as per State Bank of Pakistan requirements in favor of Chief Projects FBR Headquarter Islamabad.

CHIEF PROJECTS
ROOM NO. 713. 7TH FLOOR
FEDERAL BOARD OF REVENUE ISLAMABAD
PHONE- 051 9209659



FEDERAL BOARD OF REVENUE

BIDDING DOCUMENT

For

***Hiring of Concessionaire for Development &
Operations of Multi-storey Residential
Apartments Building on FBR land situated
in Clifton, Karachi on Design-Build-Finance-
Maintain-Operate & Transfer (DBFMOT)
Mode***

**THIS REQUEST FOR PROPOSAL (RFP) INVITES INVESTORS ONLY FOR THE
FBR PROPERTY LOCATED IN CLIFTON, KARACHI.**

July 18th , 2024

FOREWORD

1. This Bidding Document has been structured in the following manner:

A. Bidding Document Part I: Bidding Instructions

- a).... Invitation to Bid;
- b).... Instruction to Bidders
 - Project Description;
 - Requirements for Bidder's Responsiveness, Eligibility and Qualification
 - Submission of Bids.
 - Bid Evaluation Process and Selection of Successful Bidder
- c).... Bidding Data Sheet
- d).... Bid Forms and Schedules

B. Bidding Document Part II: Draft Concession Agreement

C. Bidding Document Part III: Scope of the Project & Technical Specifications

- a).... Scope of the Project
- b).... Design and Construction Requirements;
- c).... O&M Requirements; and
- d).... Hand Back Requirements.

D. Bidding Document Part IV: Bid Offer

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IMPORTANT NOTICE

These Bidding Documents are being issued to the interested Bidders by the Procuring Entity solely for use in preparing and submitting their Bid for participation in the competitive bidding process being conducted by the Procuring Entity for the purposes of selection of a Successful Bidder to execute Project Works in relation to the **“Construction and O&M of Residential Apartments Building on FBR’s property situated in Clifton, Karachi on Public-Private Partnership (PPP) Mode ”** in accordance with the Request for Proposal.

The Bids will be reviewed in accordance with the Laws applicable in Pakistan. Neither the Procuring Entity, nor its employees, personnel, agents, consultants, 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 Bidding Process and the same shall have no liability for these Bidding Documents or for any other written or oral communication transmitted to the Bidders in the course of the evaluation of Bids. Neither the Procuring Entity nor its employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the Bidders for any costs, fees, damages or expenses incurred by the Bidders in evaluating or acting upon these Bidding Documents or otherwise in connection with the Services. Any Bid submitted in response to these Bidding Documents by any of the Bidders shall upon full understanding and agreement of any and all terms of these Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in these Bidding Documents.

Any Bid that is 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 these Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of these Bidding Documents and all information provided by the Procuring Entity. The Procuring Entity (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 Entity (including its employees, personnel, agents, consultants, advisors and contractors etc.) in this regard.

These Bidding Documents do not constitute a solicitation to invest, or otherwise participate, in the Bidding Process, neither shall it constitute a guarantee on part of the Procuring Entity that the Concession Agreement will be awarded.

All information, assumptions and projections contained in the RFP including its appendices are indicative only and are provided solely to assist in a preliminary assessment of the Project. Nothing in these documents or elsewhere shall create any contractual relationship between FBR and any Bidder, nor shall it commit FBR to any policy described in these documents or elsewhere and neither Government of Pakistan nor FBR or any of its consultants or advisers will have any liability or responsibility if the information, assumptions or projections contained herein or otherwise in respect of the Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections contained in these documents or elsewhere.

PART – I

SECTION - I: LETTER OF INVITATION TO BID

To,

M/s. _____

Dear Mr./Ms.

Federal Board of Revenue invites sealed bids from interested Firms/ Group/Companies/Operators (as single entity or JV) for **“Development & Operations of Multi-story Residential Apartments on FBR land situated in Clifton, Karachi on Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Mode”** under Public Procurement Rules, 2004 (the **“Procurement Rules”**).

1. The bidding process is open to all parties who meet the eligibility criteria as laid down in the Bidding Document.
2. Bidding Documents will be issued to interested Bidder upon submission of an application on an original letterhead along with tender processing fee (non-refundable) amounting to PKR 10,000/- (Pakistani Rupees Ten Thousand) in cash.
3. Details of the Project Works are provided in the Scope of the Project & Technical Specifications (**Part III**) of the RFP Document
4. Open competitive bidding will be conducted and the Concessionaire will be selected using **Single Stage Two Envelope (SSTE)** procedures, in accordance with the Rule 36(b) of Procurement Rules.
5. It is mandatory for proposals to be made using the standard forms provided in the Bidding Documents. Bids that are not prepared in the prescribed format may not be considered for evaluation. If any information required in the forms is missing, or is not written in the indicated location, no credit will be given during evaluation for such omission.
6. Pre-bid meeting will be held to explain the details of the Bidding Document to interested bidders as per following details:

Date	August 5, 2024
Time	[2:00 PM] PKT (Pakistan Standard Time)
Venue	Chief Projects, Room no. 713, 7 th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.
Phone #	+92 519209659

7. 1 (one) original and 2 (two) copies along with 1 (one) soft copy in USB of “**Technical Proposal**” and 1 (one) original of “**Bid Offer**” in the prescribed forms given in the Bidding Documents, separately sealed, signed & stamped as per Clause 15 of the BDS, must be delivered to the address given below by September 04, 2024 not later than [1:30 PM] **PKT (Pakistan Standard Time)**.

OPENING OF BIDS: September 04, 2024 at [2:00 PM] PKT (Pakistan Standard Time)
ADDRESS: Chief Projects, Room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.
PHONE # +92 51 9209659

8. The Technical Proposal will be opened on the same day in the presence of the representatives of the Bidders who may wish to attend. The Bid Offer of only technically qualified Bidders will be opened at a time and date to be specified.
9. Technically qualified bidder offering the highest number of apartments (not less than 40% of the total apartments) to FBR for its employees in the proportion of single bed 20%, two bed 30% and three bed 50% shall be declared as successful.
10. The Procuring Entity may reject all proposals at any time prior to the acceptance of a proposal as per Rule 33 of the Procurement Rules.
11. Bidding documents can be downloaded from FBR (<https://www.fbr.gov.pk/tenders>) website or PPRA (www.ppra.org.pk). Bidding Documents available on websites are for information purposes. However, for submitting Bids the interested firms/companies can obtain any information and purchase Bidding Documents upon cash payment of PKR 10,000 (Pakistani Rupees Ten Thousand) (non-refundable)).

YOURS SINCERELY,

Chief Projects
FBR House Constitution Avenue
Islamabad
Tel: +92 519209659

SECTION - II: INSTRUCTIONS TO BIDDERS

A: DEFINITIONS

- (a) **“Agreement”** means agreement for Construction and O&M of Residential Apartments on FBR land situated in Clifton, Karachi on PPP Mode, to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document.
- (b) **“Bid/Proposal”** means Technical Proposal, Bid Offer and other related documents submitted by the Bidder in response to the Invitation to Bid and ITB.
- (c) **“Bidder(s)”** means any reputable & registered Firm/ Group/Company/Operator (as a single entity or JV) who have submitted Bids in response to this Bidding Documents and who have duly purchased the Bidding Documents from the Procuring Entity
- (d) **“Bidding Data Sheet” or “BDS”**, means Section III of the Bidding Documents.
- (e) **“Bidding Documents”** means the documents prepared by the Procuring Entity for the selection of the Bidder dated [--] and bearing reference number [--] consisting of 3 (three) parts as detailed in the Instructions to Bidders, specifically Sub-Clause 5.1 of the ITB on the basis of which the Bidders will prepare their Bids.
- (f) **“Bid Offers”** means the offer included in the Letter and Form of Bid Offer, as specified in Clause 19 of the ITB.
- (g) **“Bid Security”** means the bid security to be given by the Bidders, as detailed in Clause 13 of the ITB.
- (h) **“Bid Submission Deadline”** has the meaning given in the BDS.
- (i) **“Concessionaire”** means the SPV set up by the successful Bidder which will enter into the Concession Agreement.
- (j) **“Day”** means a working day in Pakistan.
- (k) **“Evaluation Committee”** means the evaluation committee set up under Sub-Clause 16.1 of the ITB in order to evaluate the technical and Bid Offers of the Bidders.
- (l) **“FBR”** Federal Board of Revenue, a federal law enforcement agency of Pakistan.
- (m) **“GOP”** means the Government of Pakistan.
- (n) **“Instructions to Bidders” or “ITB”** means the instructions to bidders provided in Section II of Part I of the Bidding Documents.
- (o) **“Invitation to Bid”** means the letter included in the Section I of Part I, released/published by the Procuring Entity.
- (p) **“Joint Venture” or “JV”** means an association, with or without a legal personality distinct from that of its members, of more than one Bidder(s), registered in Pakistan or if not already registered, gets registered as SPV in Pakistan within 3 months from the date of issuance of Letter of Acceptance by the Procuring Entity. One member of the JV shall have the authority to conduct all business for and on behalf of any and all the

members of the JV, and the members of the JV shall be jointly and severally liable to the Procuring Entity for the performance of their obligations under the Agreement.

- (q) **“Lead Partner”** means the member of JV which will take the lead in the management of the Joint Venture’s affairs and which will provide the Joint Venture’s Representative for liaison with the Procuring Entity and, unless otherwise agreed by the Members, the Project Manager for execution of the Project Works;
- (r) **“Letter of Acceptance”** means the notification of award as specified in Clause 24 of the ITB.
- (s) **“Net Worth”** means the total net assets (total assets minus total liabilities) as stated in the audited financial statements of the Bidder.
- (t) **“Parties”** means the Procuring Entity and the Concessionaire or Bidder, as the case may be.
- (u) **“Procurement Rules”** means the Public Procurement Rules, 2004, as amended up to date.
- (v) **“Procuring Entity”** means the Federal Board of Revenue, with which the Concessionaire will sign the Agreement for the execution of the Project.
- (w) **“Performance Security”** means the performance security to be submitted by the successful Bidder as detailed in Clause 25 of the ITB.
- (x) **“Project”** means Design, Build, Finance, Maintain and Operate Residential Apartments Building on FBR land situated in **Clifton, Karachi** and transfer Project Assets after the end of concession period to FBR.
- (y) **“Project Assets”** means the multistory residential building and other allied and associated infrastructure.;
- (z) **“Project Works”** means all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire pursuant to the Applicable Standards and shall include:
 - (a) the Construction Works and all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire until the Project Construction Completion Date;
 - (b) the Operations and Maintenance and all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire during the Operations Period;
- (aa) **“Proposal”** means the Technical Proposal and/or the Bid Offer, as the case may be.
- (ab) **“Real Estate Development”** business involving purchase of raw land and sale of developed land as well as renovation and leasing or renting out of existing buildings.
- (ac) **“Special Purpose Vehicle (SPV)”** refers to the limited liability company duly incorporated under the laws of Pakistan and organized and formed by the successful Bidder who has applied in JV or otherwise having sole and exclusive responsibility to undertake the Project pursuant to the terms of the Agreement. SPV must include all partners of the JV who have submitted the proposal for the Project. No change in the shareholding of the SPV is allowed without prior consent of Procuring Entity.

- (ad) **“Sub-Contractor(s)”** means any person(s) or entity(ies) to whom the Bidder would sub-contract part of the Project Works in accordance with the requirements of the Agreement and the Technical Specifications.
- (ae) **“Technical Proposal and Bid Offer”** mean the technical proposal and bid offer as specified in Clause 9.1 of the ITB.
- (af) **“Technical Specifications”** mean the terms of reference and technical specifications contained in Part III of the Bidding Document.

B. INTERPRETATIONS

In this Bidding Document, unless the context otherwise requires:

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or reenactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- c. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Bidding Document;
- d. the words "include" and "including" are to be construed without limitation;
- e. references to "construction" include construction drawings, engineering (including design), procurement, demolition or dismantling existing structures (if any), construction, testing, commissioning and other activities incidental to the construction;
- f. The term "maximum utilization" refers to the maximum number of dwelling units allowed in the design and building specifications proposed by the Bidder, while adhering to all relevant bylaws and best construction practices.
- g. any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;
- h. any reference to month shall mean a reference to a calendar month;
- i. the attached volumes of this Bidding Document or any addendum issued later on to provide further clarification to the Bidders, if any, form an integral part of this Bidding Document and shall be enforced and construed as though they were expressly set out in the body of this Bidding Documents;
- j. unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- k. any reference to Bidding Process shall mean the entire process commencing from issuance of Bidding Document until signing of Concession Agreement with the Concessionaire; and
- l. where there is any inconsistency in this Bidding Document with international commitments or obligations of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict, shall prevail.

C. INTRODUCTION

1. Project Description

- 1.1 **Background:** The Procuring Entity, as defined in the BDS, intends to utilize its property situated at Clifton, Karachi to develop residential apartments on PPP Mode, to address the housing needs of its employees.
- 1.2 **Scope:** A detailed project description and scope of work, that includes technical specifications and requirements of the Project for construction of multistory residential apartments, is attached as Part III of this Bidding Document.
- 1.3 **The Concession:** Procuring Entity envisages granting an exclusive and non-assignable Concession to the selected Bidder to undertake, develop, design, finance, construct, insure, commission, manage, operate, maintain and, at the end of the Concession Period, transfer to the Procuring Entity all the Project Assets. The Concession will also include the exclusive right, subject to the terms of the Concession Agreement, of the selected Bidder to collect revenue from the Project. The Concession Agreement shall include the terms and parameters of the Concession as contained herein.

As required under the law, the changes in the Draft Concession Agreement shall be kept to a minimum level; however, both the parties in good faith shall make efforts to protect the interests of each other for the success of the Project. Bidders are expected to address all of the aspects of the Draft Concession Agreement in their submissions. The form and content of the negotiated Concession Agreement are expected to conform closely to the Draft Concession Agreement included here as **Part-II**.

1.4 Non-negotiable Terms of Concession:

Following are the basic parameters of the Concession. The bidders are required to consider these parameters, as fixed and non-negotiable, for preparing their bid proposals:

- a) **Concession Period:** The Concession will be for a maximum period of **twenty-five (25) years, commencing** from Effective Date i.e. signing of the Concession Agreement inclusive of financial close period.
- b) **Special Purpose Vehicle:** In the case of a JV, if the Successful Bidder's JV is unregistered, it shall be registered as a Special Purpose Vehicle (SPV) within one (1) month from the date of the Letter of Intent. The SPV must include all partners of the JV. The shareholding of the SPV should reflect the sharing ratio of the JV members as outlined in the JV agreement. No changes to the JV members are allowed without prior written consent from the Procuring Entity.
- c) **Financial Close Period:** The Concessionaire will have to

achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep Procuring Entity well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of Procuring Entity upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

- d) **Expenditures before Financial Close:** In case the Concessionaire is unable to achieve the Financial Close its Financial Close Bond shall be forfeited and Procuring Entity shall not be liable to any claim(s) (in part or as a whole) for any expense(s) that are incurred on, *inter-alia*, the preparation/submission of bid proposal, incorporation of the Project Company, negotiating the Concession Agreement or preparation of project design, whatsoever.
- e) **Construction Period:** Construction period for the Project will be for thirty-six (36) calendar months from the date of achievement of Financial Close.
- f) **Land/Concession Area:** Procuring Entity shall, at its own cost make available encumbrance free Concession Area to the Concessionaire.
- g) **Project Company:** The Successful Bidder will have to incorporate a private limited company with the Securities & Exchange Commission of Pakistan ("SECP") in the form of a special purpose vehicle ("SPV"), which will execute a Concession Agreement with Procuring Entity as Concessionaire.
- h) **Equity & Debt Requirement:** The Concessionaire shall be responsible for arranging project financing and shall be required to commit minimum thirty (30%) of the Project Cost while maximum seventy (70%) shall be arranged by the Concessionaire as Debt.
- i) **PPP Authority Fee:** The successful Bidder (as Concessionaire) shall pay to Public Private Partnership Authority ("P3A") an equivalent amount of 0.25 % of the Estimated Project Cost ("P3A Fee"), as quoted by the successful Bidder and accepted by Procuring Entity, within a period of thirty (30) days of achievement of Financial Close/ Appointed Date.
- j) **Penalties:** In the event that the Concessionaire does not comply with performance indicators given in the Concession Agreement and the Operations Manual, the Independent Engineer ("IE") shall make determination of the penalty amounts payable by the Concessionaire to Procuring Entity.
- k) **Independent Engineer & Independent Auditor:** The Concessionaire shall bear the entire cost of Independent Engineer ("IE") and Independent Auditor ("IA") and shall

make monthly payments to them after due verification of their invoices (in terms of their services and performance) by Procuring Entity's Representative.

- l) **Design Commitment:** The design must adhere to the construction standards and building specifications mentioned in Part III of the Bidding Documents and applicable bylaws, ensuring maximum utilization of the covered area.
- m) **FBR Share of Apartments:** The successful bidder will ensure that **at least 40%** of the apartments are reserved for rent to FBR officials from each apartment type. Proportions of apartments shall be as follows:
- 1 Bed = 20% of the total apartments
 - 2 Bed = 30% of the total apartments
 - 3 Bed = 50% of the total apartments
- n) **Rent Charged from FBR Officials:** FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Allocation Rules, 2002. FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 35,898/-
19	Rs. 46,816/-
20	Rs. 50,079/-
21	Rs. 71,107/-
22	Rs. 89,230/-

- o) **Project Risks:** The Concessionaire, *inter-alia*, shall exclusively bear the risks of demand including occupancy and cost & time overrun, financing, all commercial risks, design, construction, performance and insurance risks. FBR shall share the risk of change in law, force majeure and political risk.
- p) **Taxation Framework:** The Concessionaire shall be liable to pay all applicable taxes of the Federal or Provincial Government of Pakistan. The bidders must show in their Financial Model the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of Project Assets.
- q) **Transfer of Project:** At the end of the Concession Period, the Project shall be returned to Procuring Entity in a well-maintained operational condition, meeting the building quality standards and all other hand back requirements at a consideration of PKR 1.00 (Pak Rupee One only) to FBR as per Handback Requirements prescribed in the Concession Agreement.

2. Eligible Bidders

- 2.1 Bidding is open to all eligible bidders as defined in definitions and Bidding Data Sheet.
- 2.2 All partners of any JV submitting a Bid shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.4 of the ITB below as well as in the Letter of Technical Proposal, Letter of Bid Offer and Agreement (in case of a successful Bidder).
- 2.3 One of the JV partners shall be nominated as being in-charge (the “**Lead Partner**”) and this authorization shall be evidenced by submitting a power of attorney, duly executed in accordance with Pakistan law requirements, signed by legally authorized signatories of all the JV partners. The Power of Attorney shall be notarized by local notary public. The format of the required Power of Attorney is appended hereto as Schedule J.
- 2.4 The Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV.
- 2.5 The JV Agreement shall specify the sharing ratio of the respective JV Members in the JV. The sharing ratio of the JV Member designated as the Technical Member, who must be registered with the PEC, shall not be less than twenty percent (20%) of the total share.
- 2.6 A certified true copy of the duly executed and binding agreement entered into by the JV partners shall be submitted with the Bid stating the conditions under which the JV will function, share of each of the JV partners in the JV, its period of duration, the persons authorized to represent the JV and the identity of the persons which shall be directly responsible for due performance of the Project Works under the Agreement, and any other information necessary to permit a full appraisal of the functioning of the JV. No amendments / modifications whatsoever in the JV agreement (Schedule L) shall be agreed to between the JV partners without prior written consent of the Procuring Entity.
- 2.6 A Bidder shall not have any conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A

Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if *inter alia*

- a. they have controlling shareholders in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e. No bidder or any affiliated entity that participated as a consultant in the preparation of the design or technical specifications forming the subject of this bid may submit a bid. This list of circumstances that may constitute a conflict of interest is not exhaustive, and the procuring entity reserves the sole discretion to determine when a conflict of interest exists

2.7 A firm may not, in the sole determination of the Procuring Entity, be eligible to participate in Bids for the Project while under sanction (including but not limited to blacklisting) by the GoP or provincial government. A Bid from a sanctioned firm will be rejected.

2.8 One Bidder shall submit only one Bid and if one Bidder submits more than one bid, being consortium partner with another bidder, the Procuring Entity shall reject all such Bids.

3. Eligible Material & Equipment

3.1 All material and equipment to be mobilized under the Project shall have their origin in eligible source countries and all expenditure made under the Project will be limited to such material and equipment. For this purpose, ineligible countries are stated in _____ titled as "Eligible Countries".

3.2 For purpose of this Clause, "origin" means the place where the material, equipment is produced, manufactured or processed, or through manufacture, procession or assembly, another commercially recognized articles results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.

4. Cost of Bidding

4.1 The Bidders shall bear all costs associated with the preparation and submission of their respective Bids and the Procuring

Entity shall in no case be liable for such costs, regardless of the conduct or outcome of the bidding process

D: PREPARATION OF BIDS

5. Contents of Bidding Documents

5.1 In addition to the Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any schedules or addenda issued in accordance with Sub-Clause 7.1 of the ITB.

- a. **Part I:** Instructions to Bidders & Bidding Data Sheet Schedules to Bid comprising the following:
 - i) Schedule A-1: Bidder's Profile
 - ii) Schedule A: Project Works Data
 - iii) Schedule B: Work to be Performed by Sub-Contractors
 - iv) Schedule C: Proposed Programme of Project Works
 - v) Schedule D: Method of Performing Project Works
 - vi) Schedule E: CVs of Proposed staff
 - vii) Schedule F: Integrity Pact
 - viii) Schedule G: Letter of Technical Proposal
 - ix) Schedule H: Form of Bid Security
 - x) Schedule I: Form of Power of Attorney for purposes of Clause 14.6 of the ITB
 - xi) Schedule J: Form of Power of Attorney for purposes of Clause 2.3 of the ITB (required if Bidder is a JV)
 - xii) Schedule K: Checklist
 - xiii) Schedule L: Standard Form of JV Agreement
- b. **Part II:** Agreement
- c. **Part III:** Scope of the Project and Technical Specifications of the Project
- d. **Part IV:** Bid Offer – Letter and Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

- 5.3 The Bidders shall obtain the Bidding Documents directly from the Procuring Entity in the manner specified in the advertisement. Bidding Documents obtained from any other source shall not be valid.

6. Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may make a request for clarification from the Procuring Entity in writing on the letterhead of the Bidder, and such request for clarification shall be sent to the Procuring Entity's address indicated in the BDS.
- 6.2 The Procuring Entity shall only consider a request for clarification received at least 5 (five) days prior to the deadline for the submission of Bids. Clarification requests received after this time shall not be entertained. The Procuring Entity shall respond to any request for clarification received within the stipulated time at least two (2) working days prior to the deadline for the submission of Bids. Copies of the Procuring Entity's response shall be forwarded to all prospective Bidders who have received the Bidding Documents, including a description of the enquiry but without identifying its source.
- 6.3 The Bidder or its designated, authorized representative may attend a pre-bid meeting, on the date, time and venue indicated in the Invitation to Bid. The purpose of such meeting shall be to clarify issues and to answer questions on any matter that may be raised.
- 6.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meetings, shall be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with the Invitation to Bid. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the procedure prescribed in Clause 7 below of the ITB.
- 6.5 The Procuring Entity shall not be bound by any verbal interpretation of the Bidding Documents, which may be made

by the Procuring Entity or any of the Procuring Entity's representatives. Only interpretations made in writing by the Procuring Entity in accordance with the procedure sets forth in this Bidding Documents shall be binding.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.
- 7.2 Any addendum issued pursuant to Sub-Clause 7.1 of the ITB shall be deemed to form part of the Bidding Documents and shall be communicated in writing to all Bidders who have acquired the Bidding Documents within 2 (two) days of the Procuring Entity's approval of the addendum. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.
- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for submission of Bids.

8. Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in the English language. Any printed literature furnished by a Bidder may be written in another language, so long as the same is accompanied by an English translation. For purposes of interpretation of quotation Bid, the English translation shall govern.

9. Documents Comprising the Bid, Technical Proposal, Bid Offers and Sub-Contracting

- 9.1 The Technical Proposal to be prepared by the Bidder shall be comprised of the following documents:
- (a) Schedule A-1: Bidder's Profile
 - (b) Schedule A: Project Works Data
 - (c) Schedule B: Work to be Performed by Sub-Contractors,
 - (d) Schedule C: Proposed Programme of Project Works
 - (e) Schedule D: Method of Performing Project Works
 - (f) Schedule E: Curriculum Vitae of Proposed Professional Staff

- (g) Schedule F: Integrity Pact
 - (h) Schedule G: Letter of Technical Proposal
 - (i) Schedule H: Bid Security furnished on the Form of Bid Security in accordance with Clause 13 of the ITB.
 - (j) Schedule I: Power of Attorney furnished in accordance with Sub-Clause 14.6 of the ITB.
 - (k) Documentary evidence furnished in accordance with Clause 11 of the ITB
 - (l) Documentary evidence furnished in accordance with Clause 12 of the ITB.
- (a) The Offers to be submitted by the Bidder shall comprise the Bid Offer Letter in accordance with format provided in Part IV of this RFP.
- 9.2** The Bid shall comprise of two envelopes submitted in accordance with Clause 15 of the BDS, one called the Technical Proposal and the other called the Bid Offer containing the respective documents listed in Clause 9.1 of the ITB, both envelopes enclosed together in a single outer envelope.
- 9.3** All documents listed under Sub-Clause 9.1 of the ITB shall be submitted using the relevant forms. The documents must be completed by the Bidder without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 9.4** The Bidder shall furnish the Technical Proposal and a Bid Offer as specified in Sub-Clause 9.1 of the ITB, including all particulars as specified in the Bidding Documents, in sufficient detail to demonstrate the adequacy of the Bidder to meet the requirements thereof. No amendments to the Technical Proposal or Bid Offer may be made during the period of evaluation unless permitted by the Bidding Documents.
- 9.5** The Bidder shall give details as prescribed in Schedule B to Part I of the Bidding Documents of the Sub-Contractors to whom the Bidder intends to sub-contract a part of the Project Works. The Bidder is free to list more than one Sub-Contractor, but up to a maximum of 3 (three) Sub-Contractors against each item of the Project Works. The bidder shall obtain a declaration from nominated sub-contractors for the proposed Project Works to be performed on their respective

- letterheads.
- 10. Sufficiency of Bid**
- 10.1** Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid entered in the Bid Offer forms.
- 10.2** The Bidder is advised to obtain for itself at his/her own cost and responsibility all information that may be necessary for preparing the Bid and entering into an Agreement for execution of the Project.
- Provided that the Procuring Entity shall not be held liable, legally or financially, for the bid which is insufficiently provided by the bidder in material terms and conditions of the RFP.
- 11. Bidder's Responsive Conditions, Eligibility Requirements and Technical Qualification Criteria**
- 11.1** The Bidder must possess the capability and the experience as stipulated in Bidding Data Sheet and the qualification criteria stipulated in the Bidding Documents.
- 11.2** Pursuant to Clause 9 and Sub-Clause 11.1 of the ITB, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Project Works, implement the Project, commissioning of the Project and perform such of the obligations as are detailed under the Agreement.
- 11.3** The Procuring Entity shall determine, to its satisfaction, during the evaluation of the Technical Bid, whether a Bidder is responsive, meets the eligibility and qualifying criteria specified in the ITB 18 and 20 of the BDS.
- 12. Documents Establishing Proposal Conformity to Bidding Documents**
- 12.1** The documentary evidence submitted by the Bidder shall conform to the requirements laid down in the Bidding Documents.
- 12.2** The Bidder shall comply with the standards stipulated by the Procuring Entity in the Bidding Documents for the execution of the Project Works, including specifications as to human resources, materials and equipment, and ensure that such standards are reflected in the submitted Technical Proposal.
- 13. Bid Security**
- 13.1** Each Bidder shall furnish, as part of its bid, a Bid Security equivalent to the amount stipulated in Bidding Data Sheet in the form a Bank Guarantee issued by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan in favor of the Procuring Entity. In case the guarantee is from a foreign bank, it shall be counter guaranteed by a scheduled bank (as per the requirements of the State Bank of Pakistan) in

Pakistan.

- 13.2** The Bid Security shall be submitted using the Form of Bid Security included as Schedule H. The Bid Security must include the complete name of the Bidder. The Bidder shall ensure that it takes all necessary steps to, maintain and keep valid the Bid Security until submission by the Concessionaire of a fully valid and effective Construction Performance Security in accordance with the terms of the Agreement. In the event the Bid Security expires prior to its expiry date, the Bidder shall ensure the extension of the validity of the Bid Security, at least [fifteen (15) days] prior to its expiry, so as to keep it valid and enforceable until the Bid Security expiry date. In the event of failure by the Bidder to ensure or keep valid or extend the validity of the Bid Security in accordance with this clause, the Procuring Entity shall have the right to encash the Bid Security at any time prior to its expiry to its full outstanding value at any time.
- 13.3** Any Technical Bid not accompanied by a substantially compliant Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 13.4** The Bid Security of unsuccessful Bidders shall be returned upon award of the Agreement to the successful Bidder or on the expiry of validity of the Bid Security, whichever is earlier.
- 13.5** The Bid Security of the successful Bidder shall be replaced with Financial Close Bond in accordance with Clause 25 of the ITB.
- 13.6** The Bid Security may be forfeited under either of the following circumstances:
- a) if a Bidder withdraws its Bid during the bid validity period (as specified in the BDS); or
 - b) if a Bidder does not accept the correction of his Bid Offer,
 - c) If a Bidder withdraws or modifies a proposal after the deadline for submission of proposals;
 - d) If a Bidder fails to enter into negotiations with FBR pursuant to ITB 24;
 - e) failure to submit its best and final offer within the time limit prescribed by FBR pursuant to ITB 24;

- f) failure to sign the Concession Agreement, if required by FBR to do so, after the proposal has been accepted; and
- g) failure to provide Financial Close Bond for the fulfillment of the Concession Agreement after the proposal has been accepted or to comply with any other condition prior to signing the Concession Agreement specified in this RFP.

14. Validity, Format, and Signing of Bids

- 14.1** Bids shall remain valid for the bid validity period stipulated in the BDS. A bid valid for a shorter period shall be rejected by the Procuring Entity as un-responsive.
- 14.2** In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request the Bidder to extend the period of validity of their respective Bids. The request, and responses to the request, shall be in writing. A Bidder may refuse the request and withdraw the Bid without forfeiting the Bid Security. A Bidder granting the request for extension in the Bid validity period shall not be required or permitted to modify its Bid.
- 14.3** All Schedules to the Bid are to be properly filled, completed and signed.
- 14.4** No alteration is allowed in the Letter of Technical Proposal or Letter of Bid Offer. In case of any alteration, the Bid shall be rejected by the Procuring Entity.
- 14.5** Each Bidder shall prepare the original and number of copies, as specified in the BDS, of the documents comprising the Bid as described in Clause 5 of the ITB and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, photocopies are also acceptable). The name and position held by each person signing the authorization must be written or typed below the signatures. The authorized person or persons shall be named by submitting a written Power of Attorney, notarized by local notary public (and in case of a Power of Attorney executed outside Pakistan, such Power of Attorney shall also be attested by the relevant Pakistan Embassy/Consulate), authorizing him to sign the Bidding Documents and to act on

behalf of the Bidder. All pages of the Bidding Documents shall be initialed by the authorized person or persons along with the affixed official seal. The format of the required Power of Attorney is appended hereto as Schedule I.

- 14.7** The Bid shall be delivered in person or sent by registered mail at the address as given in the BDS.
- 14.8** Any interlineations, erasures, or overwriting in the Bid shall only be valid if such interlineations, erasures or overwriting are signed or initialed by the person signing the Bid.
- 14.9** If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 14.10** If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

E SUBMISSION OF BIDS**15. Deadline for Submission, Sealing, Modification, Substitution & Withdrawal of Bids**

- 15.1** Sealed Bids must be received by the Procuring Entity at the address provided in BDS not later than the Bid Submission Deadline. The Bids shall be sealed in the manner specified in the Bidding Data Sheet.
- 15.2** Bidders shall submit their Bids by mail or by hand. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3** Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be returned unopened to such Bidder.
- 15.4** Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to Bid Submission Deadline.
- 15.5** Withdrawal of a Bid during the interval between the Bid Submission Deadline and the expiration of bid validity period (specified in the BDS) may result in forfeiture of the Bid Security pursuant to sub-clause 25.3 of the ITB.
- 15.6** In case any envelope is not sealed or marked as required in the Bidding Documents, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Bid.
- 15.7** The Procuring Entity may, at its discretion, extend the Bid Submission Deadline, by amending the Bidding Documents under the terms thereof, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 15.8** The Procuring Entity shall not consider any Bid that arrives after the Bid Submission Deadline. Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.

F. BID OPENING AND EVALUATION

16. Bid Opening

16.1 An evaluation committee, as constituted by the Procuring Entity for the evaluation of bids, shall open the Bids (including withdrawals, substitution and modifications made pursuant to Clause 15 of the ITB) in the presence of the Bidders' authorized representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. Technical Proposals shall be opened first. If the Bid Offer and Technical Proposal are submitted in one envelope, the Procuring Entity may reject the entire Bid.

The Bidders' authorized representatives who are present shall sign in a register evidencing their attendance.

16.2 Envelopes marked "Modification", "Substitution" or "Withdrawal" shall be opened and read out in that order (Modification first, Substitution second, and Withdrawal third) and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 15 of the ITB shall not be opened.

16.3 All Bidders' envelopes holding the Technical Proposal shall be opened one at a time, and the respective Bidder's name, bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, shall be announced by the Procuring Entity. The Procuring Entity shall record minutes of Bid opening.

Only Technical Proposals read out and recorded at the Bid opening as specified in this Clause 16.5 shall be considered for evaluation.

16.4 Not Used

16.5 The Procuring Entity shall prepare a record of the opening of Technical Proposals that shall include, at a minimum, the name of the Bidder and whether there is a withdrawal, substitution or modification, and the presence or absence of Bid Security, The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder's or a representative's signature shall not invalidate the

contents and effects of the record.

16.6 Procuring Entity shall use the evaluation criteria described in ITB 11, 12 and 18 of BDS to determine the most advantageous bid. The evaluation process will consist of a four-step approach that includes:

- responsiveness;
- eligibility;
- technical evaluation; and
- financial evaluation.

Procuring Entity shall evaluate responsive proposals in accordance with the criteria detailed in this **ITB 18 of the BDS** subsequent to meeting eligibility criteria given in the BDS. If it is assessed that the bidder does not meet the eligibility criteria, its proposals shall not be further evaluated. The Technical Proposals of only those bidders shall be evaluated who will qualify as eligible bidder.

At the end of the evaluation of the Technical Proposals, the Procuring Entity shall announce the technical evaluation results and invite technically qualified Bidders, eligible for award, to attend opening of the Bid Offer.

The Bid Offer shall remain unopened and shall be held in the custody of the Procuring Entity until the specified time of their opening.

16.7 The Procuring Entity shall notify Bidders in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive or qualified, as the case maybe, to the requirements of the Bidding Documents.

16.8 A committee consisting of members nominated by the Procuring Entity shall open the Bid Offers in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated under Sub-Clause 16.6 of the ITB above.

16.9 All envelopes containing Bid Offers shall be opened one at a time and the name of the Bidder, whether there is a modification, withdrawal or substitution, and any other details that the Procuring Entity may consider

appropriate, shall be read out.

- 16.10** The Procuring Entity shall prepare a record of the opening of Bid Offers that shall include, at a minimum, the name of the Technically Qualified Bidder. The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder or a representative's signature shall not invalidate the contents and effects of the record.

17. Clarification of Bids

- 17.1** To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the Bid Offer or substance of the Bid shall be sought, offered or permitted.

Any clarification submitted by the Bidder that is not in response to a request of the Procuring Entity shall not be considered. The request for clarification and the response shall be in writing.

A failure to provide clarification as requested by the Procuring Entity may result in the rejection of the Bid.

18. Determination of Responsiveness of Bids

- 18.1** Prior to detailed evaluation pursuant to Clause 16 and 20 of the ITB, the evaluation committee will carry out preliminary examination and determine the responsiveness of the Technical Proposals in the manner specified in the ITB 18 of the BDS

After determining the responsiveness of Technical Proposals in the light of criteria stated in clause 18.1 of the ITB, further action on eligibility assessment will be taken.

- 18.2** Prior to the eligibility evaluation, pursuant to Clause 16 of the ITB, the Evaluation Committee shall determine the substantial responsiveness of each Technical Proposal to the Bidding Documents. For purpose of these Clauses, a substantially responsive Technical Proposal is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

19. Bid Offer

- 19.1** The Bidder shall completely fill the Bid Offer Letter indicating the share and number of apartments to be offered to FBR in the form specified in Part IV of the

**20. Detailed Evaluation
of Technical and Bid
Offers**

Bidding Document.

- 20.1** Only the Technical Proposals previously determined to be substantially responsive and eligible pursuant to Clause 16 and 18 of the ITB shall be evaluated and compared in detail by the Procuring Entity as per the requirements given hereunder.
- 20.2** The Technical Proposal submitted by the Bidder shall be examined in detail whether the Project Works offered by the Bidder comply with the evaluation criteria of the Bidding Documents, including the BDS. For this purpose, prior similar experience, all personnel capabilities, equipment, materials, financial capability and Project Works standards offered by the Bidder shall be reviewed for which the Bidder's data submitted with the Bid under Schedule A to Bid (Specific Project Works Data) shall be compared with the technical features/criteria prescribed by the Procuring Entity in the Technical Specifications. Other technical information submitted with the Bid, if any, regarding the scope of Project Works will also be reviewed.
- 20.3** Bidders obtaining minimum qualifying marks, as specified in the Bidding data Sheet, shall be declared technically qualified. Bid Offers of technically qualified Bidders shall be opened while Procuring Entity shall return the unopened Bid Offer to the disqualified Bidders.
- 20.4** [●] Not Used
- 20.5** To evaluate a Bid Offer, the Procuring Entity shall consider the total Bid offer i.e. share and number of apartments quoted in the form specified in Part IV of the Bidding Document;
- 20.6** The Procuring Entity shall compare all Bids of technically qualified bidders to determine the most advantageous bid in accordance with Sub-Clause 20.5 of the ITB.
- 20.7** If the Bid which results in the highest Bid is unbalanced or unrealistic (i.e. it fails to achieve maximum utilization and not in accordance with the construction standards and building specifications, as outlined in both Part III of the Bidding Documents and applicable bylaws) in the sole determination of the Procuring Entity, the Procuring Entity may reject the Bid without justifying the reasons.

20.8 The Evaluation Committee's determination of Bid Offer's compliance shall be based on the contents of the Bid Offer itself without recourse to irrelevant evidence.

20.9 A Bid Offer determined as substantially non-compliant shall be rejected and shall not subsequently be made responsive by the Bidder by correction. Any minor informality or non-conformity or irregularity in a Bid Offer which does not constitute a material deviation may be waived by Procuring Entity, in its sole discretion.

21. Confidentiality

21.1 The Procuring Entity shall keep all information regarding the technical or final evaluation confidential, as the case may be, until the time of the announcement of the respective evaluation reports in accordance with the Procurement Rules.

No Bidder shall contact Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Procuring Entity. The evaluation result shall be announced at least fifteen (15) Days prior to award of Agreement. The announcement to all Bidders shall include table(s) comprising read out Bid Offer, and recommendations against all the Bids evaluated.

21.2 Any effort by a Bidder to influence Procuring Entity in the Bid evaluation, bid comparison or decision to award the Agreement may result in the rejection of his Bid.

21a. Grievance Redressal Mechanism

21a.1 Whereas, any Bidder feeling aggrieved may lodge a written complaint within 7 (seven) days of announcement of the technical evaluation report and 5 (five) days after issuance of final evaluation report.

21a.2 The Procuring Entity shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of Bidders that may occur prior to the entry into force of the procurement contract.

21a.3 Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) well before the proposal submission deadline.

- 21a.4** In case, the complaint is filed against the Technical Evaluation Report, the Grievance Redressal Committee constituted by Procuring Entity shall suspend the procurement proceedings. In case, the complaint is filed after the issuance of the Final Evaluation Report, the Bidder/complainant cannot raise any objection on technical evaluation of the report.
- 21a.5** The Grievance Redressal Committee shall investigate and decide upon the complaint within ten (10) days of its receipt.

G. AWARD OF AGREEMENT

22. Post Qualification

- 22.1** The Procuring Entity, at any stage of the Bid evaluation, having credible reasons for or *prima facie* evidence of any defect in a Bidder's capacities, may require the Bidder to provide information concerning its professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons in writing. The recorded reasons shall form part of the records of that Bid evaluation report.

- 22.2** The evaluation shall take into account the Bidder's financial and technical capabilities. The evaluation shall be based upon an examination of the documentary evidence of the Bidders' qualifications submitted under Clause 11 of the ITB, as well as such other information required in the Bidding Documents

23. Award Criteria & Procuring Entity's Right

- 23.1** Subject to Sub-Clause 23.2 of the ITB, the Procuring Entity shall award the Agreement to the technically qualified Bidder who has offered the highest share of apartments, provided that such Bidder has been determined to be qualified to satisfactorily perform the Agreement in accordance with the provisions of Clause 22 of the ITB.
- 23.2** Notwithstanding Sub-Clause 23.1 of the ITB, the Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of the Agreement, without thereby incurring any liability to the affected

Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Entity's action except that the grounds for the Procuring Entity's rejection of all Bids shall, upon request, be communicated to any Bidder who submitted a Bid, without justification of the grounds. Notice of the rejection of all the Bids shall be given promptly to all the Bidders.

**24. Negotiation,
Notification of Award &
Signing of Agreement**

24.1 Subsequent to the detailed evaluation of the Bids and announcement of the successful Bidder as set out in ITB 20 above, Procuring Entity shall issue a revocable Letter of Intent ("LOI") to such Bidder and carry out negotiations for the purposes of finalizing the detailed terms and conditions of the Concession Agreement.

As a part of this negotiation process Procuring Entity may, if it deems appropriate, require the Bidder to submit one or more revised Bids in accordance with revised requirements put forward by Procuring Entity. At this stage Procuring Entity will issue a Letter of Support ("LOS") to the successful Bidder stipulating the meeting of certain requirements within a specified time.

Thereafter, the Concessionaire through a Project Company (Private Limited), will be required to enter into a Concession Agreement with Procuring Entity and renew the Bid Security (if required by Procuring Entity). The successful Bidder will be required to achieve the financial close within a period of one hundred and eighty (180) (excluding allowable extensions under the terms of the Concession Agreement) days from Effective Date of Concession Agreement.

Failure to fulfil any of the above requirements as contained in the LOI or LOS within the time specified, as the case may be, may, result in the forfeiture of the Bidder's Bid Security. Whether Bid Security is forfeited or not Procuring Entity may, at its discretion, withdraw the LOI or LOS, as the case may be, either invite the Bidder scoring next highest to the successful Bidder in the evaluation carried out by Procuring Entity to negotiate, or terminate the Bidding Process without accepting any Proposal.

24.2 The Bidder shall furnish the Financial Close Bond as per

Clause 25.1 of ITB.

- 24.3** The formal agreement between the Procuring Entity and the successful Bidder shall be executed within fifteen (15) days, or extended time period, of establishment of SPV.
- 24.4** Until the Agreement is formally executed, the LOI and LOS, duly accepted by the Bidder, shall constitute a binding Agreement. Nothing in this Clause shall restrict or nullify the obligation of the Bidder to sign the Agreement.
- 24.5** In case where the successful Bidder, who is most advantageous Bidder, escapes or withdraws from the procurement process or fails to meet the requirements for award as mentioned in the LOI and LOS, then the Procuring Entity shall consider the second highest ranked Bidder on the same terms as of the highest bidder for award of contract after forfeiting the Bid Security of the highest ranked Bidder.

Provided that:

- The Offer of the other (i.e., 2nd most advantageous) Bidder is not abnormally deviating from the estimated or minimum benchmark (achieves maximum utilization in accordance with the construction standards and building specifications, as outlined in both Part III of the Bidding Documents. and applicable bylaws) and as per the practices of the real estate industry, and Procuring Entity after making an analysis of combination of all other related aspects, is of the view that the object of procurement may bring Value for Money;
- There are no indications of collusive practices between the most advantageous or (highest evaluated bidder) and other bidder(s) and in such case the process of debarment of the bidders is initiated in accordance with mechanism defined in the Procurement Rules; and/or
- There are no irregularities in the procurement process leading towards mis-procurement.

25. Performance Security/ 25.1 The successful Bidder shall furnish following Securities/

Bonds to the Procuring Entity in the form stipulated in the Agreement:

a. Financial Close Bond

Within one (1) Month of the Effective Date (signing of Concession Agreement), the successful Bidder (as Concessionaire) shall convert and submit the Bid Security as the Financial Close Bond to Procuring Entity with a face amount equal to the face amount of the Bid Security. The Bid Security shall be replaced with the Financial Close Bond. The Concessionaire shall keep the Financial Close Bond valid till such time that it is replaced by the Construction Performance Security.

The Financial Close Bond shall be in the same form as the Bid Security.

b. Construction Performance Security

The Concessionaire shall, for due and punctual performance of its obligations under the Concession Agreement, deliver to the Procuring Entity, at the time of execution of the Agreement, an irrevocable bank guarantee (Construction Performance Guarantee”) acceptable to the Procuring Entity of an amount equal to **two percent (2%) of the Estimated Project Cost** as indicated in the Business Plan submitted by Bidder. Such Construction Performance Guarantee shall be valid for a period and in line with the terms provided in Agreement. The Construction Performance Guarantee shall be forfeited if the Bidder is found to be in breach of its obligations in accordance with the Agreement. The Construction Performance Security shall be valid for a period of at least thirty-six (36) calendar months from the date of issuance. The same shall be replaced with “O&M Performance Security” after the end of Construction Period.

c. Operations & Maintenance Performance Security

Upon completion of construction of the Project and before the start of the Operations phase of the Project, the Concessionaire will be required to submit to the Procuring Entity a bank guarantee of an amount equal to **five percent (5%) of the Projected Gross Revenue of the Forthcoming Year of the Operation Phase**. The O&M Performance Security shall answer for and

guarantee the timely Operation and Maintenance of the Project in accordance with the Performance Standards and the Timetable as specified in the Concession Agreement.

d. Transfer Bond

Eight (8) months prior to the Transfer Date, the Concessionaire shall deliver to Procuring Entity a Transfer Bond with a face amount equal to **two percent (02%) of the Total Project Cost**. The Transfer Bond shall answer for, and guarantee the timely transfer of the Project in accordance with the Performance Standards, the Timetable and the Handback Requirements as per Concession Agreement.

25.2 The Securities shall be in the form of a bank guarantee issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) or a country abroad acceptable to the Procuring Entity which shall remain valid till six (6) months from the Expiry Date of the Concession Term; in favor of the Procuring Entity. In case the Performance Security is issued by a foreign bank, it shall be counter guaranteed by a scheduled bank in Pakistan.

25.3 Failure of the Successful Bidder to comply with the requirements of Sub-Clauses 15.5, 23.1, 25.1 and 26.1 of the ITB shall constitute sufficient grounds for the annulment of the Letter of Acceptance and forfeiture of the Bid Security.

26. Fraud and Corruption **26.1** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule F in the Bidding Documents. Failure to provide such Integrity Pact shall make the bid non-responsive.

26.2 The Bidder shall observe the highest standards of ethics during the process of submission of the Bid and during the evaluation process. The terms used in this Clause 26 shall have the following definitions:

(a) "corrupt and fraudulent practice" means the offering, giving, receiving of soliciting of anything

of value to influence the action of a public official or the Concessionaire in the procurement process or in contract execution to the detriment of the Procuring Entity; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish Bid offers at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of the public official's duty;

- (b) "Coercive practice" means impairing or harming, threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (c) "Collusive practice" means the arrangement between two or more parties to the procurement process or contract execution, designed to establish, with or without the knowledge of the Procuring Entity, offers at artificial, noncompetitive levels for any wrongful gain.
- (d) "Obstructive practice" by 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;
- (e) "Integrity violation" means any act which violates Anti-corruption Policy including corrupt and fraudulent practice, coercive practice, collusive practice and/or obstructive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation into any of the foregoing or from pursuing an investigation or acts intended to

materially impede the exercise of inspection and audit rights.

- 26.3** The Procuring Entity may reject a Bid if it determines that the Bidder, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.4** The Procuring Entity may cancel the Agreement on a determination at any time that the Bidder engaged in any way in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.5** If at any time the Procuring Entity determines that the Bidder has, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice, obstructive practices and/or any integrity violation in competing for or in executing, a GoP or Provincial Government (PG) or any other government contract, the Procuring Entity may take any act to sanction a Bidder as permitted by the applicable laws, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, from the award of any contract by the Procuring Entity and recommending to the GoP and provincial government that the Bidder be disqualified from participation and award of any project or contract to be awarded by the GoP or provincial government, as the case may be.
- 26.6** The Procuring Entity shall have the right to inspect accounts and records and other documents relating to the Bid submission and the performance of the Project Works and the Agreement, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Bidders shall assist the Procuring Entity upon any request to inspect accounts and records and shall timely provide requested information to the Procuring Entity.

27. Eligible Countries

- 27.1** A Bidder, Sub-Contractors and all JV Members (in case of JV) constituting the Bidder, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has

commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws). A Bidder shall be deemed to have the nationality of a country if the Bidder or any JV Member (in case of JV) is a national of that country; or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country. The above requirement shall apply to the determination of the nationality of Bidders.

SECTION - III: BIDDING DATA SHEET

The following specific data for the Project to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. In case of conflict between the terms of this Bidding Data Sheet (“BDS”) and the terms of the Instructions to Bidders, the provisions of the Bidding Data Sheet shall prevail.

A.General											
ITB 1.1	Procuring Entity: Federal Board of Revenue										
ITB 1.1	Name of Project “Development & Operations of Multi-storey Residential Apartments on FBR land situated in Clifton, Karachi on Design-Build-Finance--Maintain-Operate & Transfer (DBFMOT) Mode”										
ITB 1.1	The procurement shall be made under the Procurement Rules “Single Stage Two Envelope (SSTE) method										
ITB 6.3	<p>Pre-bid meetings will be held to explain the details of the Bidding Document to interested bidders as per following details:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Meeting Details</th> <th style="text-align: left;">1st Pre-bid Meeting</th> </tr> </thead> <tbody> <tr> <td>Date</td> <td>August 5, 2024</td> </tr> <tr> <td>Time</td> <td>[2:00 PM] PKT (Pakistan Standard Time)</td> </tr> <tr> <td>Venue</td> <td>Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</td> </tr> <tr> <td>Phone #</td> <td>+92 519209659</td> </tr> </tbody> </table>	Meeting Details	1 st Pre-bid Meeting	Date	August 5, 2024	Time	[2:00 PM] PKT (Pakistan Standard Time)	Venue	Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.	Phone #	+92 519209659
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Time	[2:00 PM] PKT (Pakistan Standard Time)										
Venue	Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.										
Phone #	+92 519209659										
ITB 13.1	The Bid Security shall be furnished in the form of a bank guarantee from the scheduled bank as per State Bank of Pakistan requirements in favour of [--] which shall be Rs. PKR 10 million. Bid Security is to be enclosed with the Technical Proposal.										
ITB 15, 16 and 20	<p>Bidder shall submit 1 (one) original and 2 (two) copies and one soft copy of “Technical Proposal” in CD/DVD/USB and 1 (one) original “Bid Offer” on the prescribed forms.</p> <p>Single stage two envelopes bidding procedure shall be used for procurement of Project Works whereby the bids are to be evaluated on technical and financial grounds. The procedure for single stage two envelopes means:</p> <p>(i) the bid shall be a single package consisting of two separate envelopes, containing separately the Bid Offer and the Technical Proposals. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Project. Similarly, the original Bid Offer shall be placed in a sealed envelope clearly marked “Bid Offer” followed by the name of the Project, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Bid Offers shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE”.</p> <p>(ii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Bid Offer” shall be retained un-opened in the custody of the Procuring</p>										

	<p>Entity;</p> <p>(iii) the Procuring Entity shall evaluate the Technical Proposal in the manner prescribed in advance, without reference to the bid offer and shall reject any Proposal which does not conform to the specified requirements;</p> <p>(iv) during the technical evaluation, no amendments in the Technical Proposal shall be permitted;</p> <p>(v) after the evaluation and approval of the Technical Proposals, the Procuring Entity shall open the Bid Offers of the technically accepted bids, publicly, at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; and</p> <p>(vi) the Bid Offer of technically non-responsive bidders shall be returned un-opened to the respective bidders.</p>
<p>ITB 15</p>	<p>Proposals shall be delivered to:</p> <p>Chief Projects, Room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</p> <p>Proposals must be submitted not later than the following date and time:</p> <p>Deadline for submission of Bids: 13:30 Hrs. PKT (Pakistan Standard Time) on September 4th, 2024 (“Bid Submission Deadline”)</p>
<p>ITB 14.1</p>	<p>Bid Validity Period</p> <p>The bid should remain valid for 180 (one hundred and eighty) Days from the date of opening of Technical Bids (i.e., the Bid Submission Deadline).</p>
<p>ITB 16.1</p>	<p>Venue, Time and Date of Technical Proposal Opening</p> <p>Venue: Chief Projects, room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</p> <p>Date: September 4th, 2024</p> <p>Time: 14:00 Hrs. PKT (Pakistan Standard Time)</p> <p>The Bid Offers of the technically responsive Bidder(s) will be opened at a date provided later on. The sealed Bid Offers of technically non-responsive Bidders will be returned un-opened.</p>
<p>B. Preparation and Submission of Bids</p>	
<p>ITB 18 and 20</p>	<p><u>QUALIFICATION REQUIREMENTS</u></p> <p>Eligibility Criteria</p> <p>A The evaluation shall be on knock out basis in case the bidder fails to comply any of the given specifications shall be considered as Non-Responsive. Bid received from a Bidder, shall only be considered for technical evaluation if all the following components (and the relevant requirements of the Bidding Documents) are satisfied:</p> <p>A. Constitutive Documents as Proof of Existence</p>

- Bidder must be a legal entity which includes a firm registered with Registrar of Firms or a Company registered with the Securities & Exchange Commission of Pakistan (SECP). In case of international bidders, the entity should be registered with the relevant Local Authority.
 - i. Bidder should provide a detailed description of its entity (in case of JV; for all members) including:
 - Legal Name;
 - Complete head office, contact information, including mailing address, telephone number and an e-mail address;
 - Incorporation details, including certification of incorporation/registration, memorandum and articles of association/partnership deed and amendments made therein till date of submission of bid.
**Foreign entities participating in the Bidding Process should submit certified true copies of their constitutive documents.*
 - In case of JV, a JV agreement duly executed by all partners of the JV should be provided along with the Technical Proposal (Schedule L).

B. Registration with Pakistan Engineering Council

- i. The Bidder and in case of JV; one of the JV Partner; must possess a valid registration with PEC in categories relevant to the Project.
- ii. Foreign entities participating in the Bidding Process should submit proof of valid registration with local engineering body; duly attested by Pakistani Consulate / Pakistan High Commission of their country.

C. Registration with Tax Authorities

- i. The Bidder and in case of JV; all JV members; must possess a valid registration certificate from the Income Tax Authority (i.e., the NTN certificate) and relevant Sales Tax Authority, if applicable.
- ii. Bidders must be having Active taxpayer status.
- iii. Foreign entities participating in the Bidding Process should submit a Tax Certificate of their country; duly attested by Pakistani Consulate / Pakistan High Commission of their country

D. Non-Blacklisting, No Conflict of Interest & Litigation History

- i. Each Bidder (in case of a JV, each JV Member) shall provide evidence in the form of an affidavit on legal paper (PKR 100/-) duly notarized by the notary public stating that Bidder/ JV partner:
 - is not in bankruptcy or liquidation proceedings ;
 - is never blacklisted by any governmental or non-governmental department / agency in the last 10 years;
 - is never convicted of, fraud, corruption, collusion or money laundering;
 - has not previously entered into any contract/agreement with Federal Board of Revenue which was terminated prior to completion period due to default;
 - is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its/his/her capability to comply with the obligations under the Agreement;
 - is legally and financially autonomous and operate under commercial law;

- has no pending litigation that prevents or materially impedes in performing its obligations in respect of the Project Works and the Terms of the Agreement.
**Bidder/JV Partners shall provide details of litigation in the last 10 years and any ongoing litigation(s).*

E. Financial Soundness

- Minimum net worth* of the Bidder (Group/ Firm/ Company/ JV) shall not be less than Two and a half (2.5) billion Rupees based on the audited financial statements of immediately preceding financial year to demonstrate the current financial soundness of the Bidder’s financial position.
- The Bidder (Group/Firm/Company/JV) should have an average minimum turnover* of One (01) billion Rupees in the three (3) preceding financial years which should be duly supported by the audited financial statements of respective years.

** In case of JV, the financial soundness of each partner will be evaluated based on the weighted average of their respective net worth and average turnover. This weighted average will be calculated by applying weights proportional to their sharing ratio as outlined in the JV Agreement.*

**In case of local bidder or JV partner, the audit of the financial statements should be carried out by the ICAP QCR rated Chartered Accountant firm.*

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.*

F. Minimum Experience

Bidder (Group/Firm/Company/at least one of the members in case of JV) should have minimum five (5) years of hands-on experience in Real Estate Development including development, designing, construction and operation of the Public or Private infrastructure project of similar size and scale having worth of Rs. (five) 5 billion or above (includes Project Works as mentioned in Section II(A) of the ITB).

Experience will be substantiated from Real Estate Development project profiles /service agreements to evidence minimum five (5) years of experience in Real Estate Development/ Infrastructure maintenance and operations.

Technical Evaluation

- (i) It will be examined in detail whether the Project Works offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, similar experience, personnel capabilities and Project Works standards offered by the Bidder will be reviewed for which the Bidder’s data submitted with the Bid (Schedule A1-K) will be compared with the technical features/specifications/criteria prescribed by the Procuring Entity. Other technical information submitted with the Bid regarding the scope of work will also be reviewed, if any.

Bidder’s plan and specifications must comply with the requirements set

out in Part III, Terms of Reference & Technical Specifications, Section: Additional Considerations for FBR Reserved Apartments and Section: Building Specifications.

(ii) The criteria for evaluation of Technical Proposal shall be:

Sr. No.	Category	Total Marks
1.	Relevant Experience	30
2.	Human Resource/Key Experts	25
3.	Approach, Methodology and Business Plan	15
4.	Financial Credibility	30
Total		100

The breakup of the each of the category is given hereunder:

1. Relevant Experience

Relevant experience of the Bidder* will be assessed on the basis of following parameters:

Sr.	Category	Max. Marks	Documents to be provided by the Bidder
<i>A. For consideration of experience, copy of relevant license issued by respective authority, for the category of work shall need to be attached</i>			
B. Number of Projects Completed			
a. Detailed engineering design (6 marks)	Completed detailed design of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	03 marks for each project with maximum of 06 marks	<i>Profile/Contract/Agreements along with completion certificates should be provided. Completion certificates must be provided where the contracts were awarded by any Government entity.</i>
b. Construction (18 marks)	Completed construction of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	06 marks for each project with maximum of 18 marks	
c. Operation & Maintenance (6 marks)	Carried out O&M of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	02 marks for each project with maximum of 06 marks	
Sub-total		30	

2. Human Resource/Key Experts

The bidder must have the following staff as its key experts:

Sr	Category	Total Marks	Documents to be provided by the Bidder
a.	<p>Team Lead - Construction, Design & Maintenance Expert</p> <ul style="list-style-type: none"> • BS/BSc in Civil Engineering • Minimum of 10 years' experience with at least 3 similar smart/green building construction projects with value of more than Rs 5 billion (2 marks for each project with maximum 8 marks) 	8	<p>i. CVs of the proposed key experts should be provided on Schedule E of the Bidding Document.</p> <p>ii. Copy of degrees/transcripts should be submitted as a proof of qualification</p> <p>iii. Proof of employment of Key Experts/ proof of commitment/experience letters of the Key Experts should be submitted by the bidders.</p>
b.	<p>Team Member – Architecture Expert</p> <ul style="list-style-type: none"> • BS/BSc in Architectural Engineering • Minimum of 10 years' experience with at least 3 projects involving designing of green building with value of more than Rs 5 billion (1 mark for each project with maximum 3 marks) 	3	
c.	<p>Infrastructure Project Management Expert</p> <ul style="list-style-type: none"> • BS/BSc (Civil) or project management • Minimum 10 years of experience in planning, designing & supervising infrastructure development projects or maintenance of municipal services infrastructure with at least 3 similar smart building construction projects with value of more than Rs 5 billion (2.5 mark for each project with maximum 5 marks) 	5	
d.	<p>Finance Expert</p> <ul style="list-style-type: none"> • Master's degree in Accountancy/ Finance/Business Management/ Commerce or certification including ACCA/CPA/CA from a reputable university/institute • Minimum 10 years of experience in corporate finance, project finance, investment banking or investment advisory 	3	
e.	<p>Environmental Expert</p> <ul style="list-style-type: none"> • Masters (MSc in Engineering/MS/M.Phil.) in Environmental Engineering / Sciences from HEC recognized Institutes • Minimum 10 years of experience in environmental studies or analysis of infrastructure projects. 	3	
f.	<p>Legal Expert</p>	3	

- JD/LLM/Bar at Law
- Minimum 10 years' experience in Legal advisory on the transactions which have achieved commercial close

Total	25	
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3. Approach, Methodology and Business Plan

For evaluation of this aspect of the Bidder's Approach and Methodology to carry out the Project is further sub-divided as follows:

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

Sr. No	Description	Total Marks	Documents to be provided by the Bidder
1.	<p>Plan for Execution of Project Works Quality of the execution plan will be assessed for the following:</p> <ul style="list-style-type: none"> a. Understanding the Project (5%) b. Approach & Methodology (10%) c. Detailed design/layout of the Project (25%) d. Master Plan (25%) e. Work plan for Development and Operational activities (10%) f. Performance standards for the proposed Project Works of the Project development and management (15%) g. Identification of risk in project implementation and mitigation plan (5%) h. Organization & Staffing Plan (5%) 	7.5	<i>Schedule A, C & D of the Bidding Document</i>
2.	<p>Quality of *Business Plan/ Financial Model</p> <ul style="list-style-type: none"> a. Sound basis of key commercial assumptions [50%] b. Reasonableness of estimated project costs for the proposed land use of the FBR Properties, [25%]. c. Reasonableness of estimated revenue rates [25%]. 	7.5	<i>Schedule D of the Bidding Document; *Business Plan/Financial Model duly vetted by a qualified consultant</i>
Total		15	

** Bidder is required to submit a fully functional, non-restricted, dynamically linked Financial Model in Excel spread sheet form on a non-rewritable CD/DVD/USB. The model should be based on the realistic assumptions of the Project after necessary due diligence, market sounding, technical, legal and operational aspects and maximum utilization of the Property so as to reflect the best judgement of the Bidder.*

4. Financial Credibility

Sr. No.	Category	Max. Marks	Documents to be provided by the Bidder
1.	Net Worth (immediately preceding financial year)		<i>Audited financial statements of immediately preceding 3 years should be submitted</i>
a.	PKR 2.5 billion or above but less than PKR 3.0 Billion	5	
d.	PKR 3.0 billion or above but less than PKR 05 billion	10	
e.	PKR 05 billion or above	15	
	Subtotal	15	
2.	Turnover/ Revenue (average of immediately preceding 3 years)		
a.	PKR 1.0 billion or above but less than PKR 2.0 Billion	5	
c.	PKR 2.0 Billion or above but less than PKR 3.0 Billion	10	
d.	PKR 3.0 Billion or above	15	
	Subtotal	15	
	Total	30	

* In case of JV, the financial soundness of each partner will be evaluated based on the weighted average of their respective net worth and average turnover. This weighted average will be calculated by applying weights proportional to their sharing ratio as outlined in the JV Agreement.

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.

Qualifying Marks: *Minimum qualifying marks are 70%.*

ITB 20.5

Evaluation and Comparison of Bids

(a) Bids will be evaluated for complete scope of work.

(b) Basis of Bid Comparison

Bids of technically qualified Bidders will be compared on the basis of the highest percentage of apartments offered to FBR employees (not less than 40% of the total number of apartments of each type).

Successful Bidder

The Bid Offers of technically qualified bidders shall be opened. The bidder offering the highest number of apartments (not less than 40% of the total number of apartment) to FBR for its employees in the proportion of single bed 20%, two bed 30% and three bed 50% of the total apartments shall be declared as successful.

In the event it is determined that two (2) or more Bidders have quoted the same number of apartments reserved for FBR in their Bid Offer (the Tie-Bidders) (being the highest offered number of apartments), the Procuring Entity shall compare the Project Cost estimated by such Tie-Bidders, and the Tie-Bidder who has offered the lowest Project Cost shall be declared as successful.

ITB 25.1	Performance Securities/Bonds (Financial Close Bond, Construction Performance Security, O&M Performance Security and Transfer Bond) shall be furnished in accordance with ITB 25. Performance Securities/ Bonds shall be submitted in the prescribed form and in favour of Chief Project, Federal Board of Revenue, Islamabad.
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SECTION - IV: BID FORM & SCHEDULES

- Schedule A-1: Bidder's Profile
- Schedule A: Project Works Data
- Schedule B: Work to be Performed by Sub-Contractors
- Schedule C: Proposed Programme of Project Works
- Schedule D: Method of Performing Project Works
- Schedule E: CVs of Proposed Professional Staff
- Schedule F: Integrity Pact
- Schedule G: Letter of Technical Proposal
- Schedule H: Form of Bid Security
- Schedule I: Form of Power of Attorney (For Submission of Bids)
- Schedule J: Form of Power of Attorney (In case of JV)
- Schedule K: Checklist
- Schedule L: Standard Form of JV Agreement

SCHEDULE A -1

BIDDER'S PROFILE

The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and in case of a JV , by each JV member.

A. Bidder Profile

Particulars	Firm's Detail
Name of Firm / Consultant	
Office address	
Organization Chart	
Telephone	
Fax Number	
Email	
Contact Person	
Place of Incorporation / Registration	
Year of Incorporation / Registration	
Type of Organization	

B. JV Information (To be filled in by the JV)

- Name of JV: _____

S.No.	Name of Consortium Partners	Role on the assignment	Share in JV (%age)
1	<u>Lead Partner:</u>		
2	<u>Partner No.1:</u>		
3	<u>Partner No.2:</u>		

Note: The sharing ratio of the JV Member designated as the Technical Member, who must be registered with the PEC, shall not be less than twenty percent (20%) of the total JV share.

SCHEDULE A**PROJECT WORKS DATA**

(Please provide summarized Project understanding and details of proposed activities to be performed during the Project term. The bidder must ensure that the proposed activities meet all the requirements as specified in Part III- Scope of the Project & Technical Specifications.)

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

SCHEDULE B

WORK TO BE PERFORMED BY SUB-CONTRACTORS

The Bidder will undertake the whole of the Project Works, except the work listed below which he intends to subcontract in accordance with the terms and conditions of the Agreement and after approval of the Procuring Entity.

Items of Project Works to be Sub-contracted	Name and address of Sub-contractors	Statement of similar works/services previously executed (Attach Evidence)

Note:

1. *The Bidder may sub-contract with prior approval of Procuring Entity.*
2. *The Bidder shall be permitted to nominate up to a maximum of 3 (three) Sub-Contractors against each item of the Project Works.*
3. *No change of sub-contractors shall be made by the Bidder without prior approval of the Procuring Entity.*
4. *The bidder shall obtain a declaration from nominated sub-contractors for the proposed Project Works to be performed on respective letterheads.*
5. *The truthfulness and accuracy of the statement as to the experience of sub-contractors are guaranteed by the Bidder. The Procuring Entity's judgment shall be final as to the evaluation of the experience of sub-contractors submitted by the Bidder.*
6. *Statement of similar work/services shall include description, location & value of service, year completed and name & address of the Procuring Entity.*
7. *The Bidder shall be responsible for all actions, performances, works or services carried out by the sub-contractor (s).*
8. *Any liability arising out of the performance of the sub-contractor of any portion or part of the Project Works shall be deemed as liability of the Bidder.*

SCHEDULE C

PROPOSED PROGRAMME OF PROJECT WORKS

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he/ she proposes to complete the Project Works specified in the Technical Specifications and the Agreement. The programme should indicate the sequence of work items and the period of time during which he/she proposes to complete the Project Works including the activities such as performance of obligations under agreement.

No	Activities	Years							TOTAL TIME
		1	2	3	4	5	6	7	
A-1									
A-2									
.									
.									
.									
.									
.									
.									
.									
.									
.									
A-n									

Note: Additional sheets may be added. However, all additional sheets shall be signed and stamped by the Bidder.

SCHEDULE D

METHOD OF PERFORMING PROJECT WORKS

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

A description of the approach, methodology and business plan for performing the Project Works, as specified in Schedule A, including a detailed description of the proposed methodology and staffing for training, if the Technical Specifications specify training as a specific component of the Project Works.

{Suggested structure of your Technical Proposal (in FTP format):

A- Plan for execution of Project Works

- a) Technical Approach and Methodology
- b) Work Plan

A - a) Technical Approach and Methodology. {Please explain your understanding of the objectives of the Project as outlined in the Terms of Reference (TORs)/ Technical Specifications, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs/Technical Specifications in here.}

B- Quality of Business Plan

A - b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the Project, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs/Technical Specifications and ability to translate them into a feasible working plan. Work plan should include at a minimum the following activities:

- a. Understanding the Project
- b. Design & Construction Methodology & plan
 - Design criteria for architectural, structural, road works, water supply, drainage, street lighting, gas, electrical, telecommunications systems etc. with references of standard technical specifications, applicable code/practices, etc.)
 - Construction methodology, including details of any innovative construction techniques to be adopted ensuring quality construction at the requisite pace. Bidder shall be required to submit his cost breakdown including civil works, architectural works, roads, drainage, water supply, electro & mechanical installation, ancillary works, etc. quantities and rates).
- c. Detailed design (2D and 3D architectural layout plans of the apartments with indicative furnishing and the apartment building with elevations.)
- d. Master Plan (2D and 3D master plan of the Site with boundary indicating layout of apartment buildings and facilities for residents, safety and security features, transportation access outline, sewerage and water supply outline etc.)
- e. Work plan for development activities
- f. Performance standards for the proposed Project Works of the Project development and management
- g. Identification of risk in project implementation and mitigation plan
- h. Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff.} The Execution Schedule and human resource allocation including:

- Detailed Activity Schedule (Preferable if prepared in MS Project as Gantt Chart) including procurement and human resource allocation.
- Organizational structure at supervisory and arrangements to handle contractual obligations with Procuring Entity's representatives.
- Role and Responsibility of Project Team i.e. job descriptions of the Core team.
- Anticipated time required to arrange funding.
- Timing for the construction of building.
- Timetable within which Bidder would be able to close-out the Project.
- Transition plan.

B- Quality of Business Plan

The bidder shall submit a business plan comprising of Balance Sheet, Profit or Loss, Cash flow Statement, Project Cost, Sources of Project Funding, Project Investment Appraisal including NPV, IRR, Payback period etc. The business

- Sound basis of key commercial assumptions
- Reasonableness of estimated project costs for the land use proposed
- Reasonableness of estimated revenue rates

SCHEDULE E

CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____
2. **Name of Firm** [Insert name of firm proposing the staff]: _____
3. **Name of Staff** [Insert full name]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **CNIC No** (if Pakistani): _____ **or Passport No** (if foreigner): _____
6. **Education:**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** _____
8. **Other Training** [*Indicate significant training since degrees under item 6 "Education" were obtained*]:
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format below): dates of employment, name of employing organization, positions held.]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

--	--	--	--

11. Detailed Tasks Assigned as per Component of Evaluation

[List all tasks to be performed under this assignment with separate heading]

12. Work undertaken that best illustrates capability to handle the tasks assigned as per evaluation criteria

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

1) Name of assignment or project: _____

Year: .

Location: _____

Procuring Entity: _____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project: _____

Year: .
Location: _____
Procuring Entity: _____
Main project features: _____
Positions held: _____
Activities performed: _____
3) Name of assignment or project: _____
Year: .
Location: _____
Procuring Entity: _____
Main project features: _____
Positions held: _____
Activities performed: _____
[Add the project details and continue numbering (4, 5, ...) as many times as is required]

13. Certification:

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

_____ Date:_____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

SCHEDULE F

INTEGRITY PACT
(On Stamp Paper of Rs. 1,000)¹

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE BIDDERS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing, [name of 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 from GoP, except that which has been expressly declared pursuant hereto.

[Name of 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 subject project with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as

¹ To be attested by a notary public

aforsaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of 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 from GoP. [Name of Bidder] understands that any corrupt business practice or giving of any kickback, commission, tip, bribe or gift shall result in termination of any contract signed with the GoP, blacklisting from any future award of contract, and recovery from [name of Bidder] of any damage or loss caused as a result of such termination.

For and on behalf of the [Name of Bidder]:

Name:

Designation:

Signature:

[Seal]

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE G

LETTER OF TECHNICAL PROPOSAL

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated _____ and issued by FBR (the "Procuring Entity") (the "Bidding Documents").

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _____ and _____] hereby declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including all addenda and schedules, issued in accordance with Instructions to Bidders (ITB);
- (b) We confirm that we have accepted all non-negotiable terms of the Concession as laid down in Clause 1.4 of the ITB;
- (c) We, including any sub-contractors or suppliers for any part of the Agreement, do not have any conflict of interest in accordance with Clause 2.6 of the ITB;
- (d) We are not participating as a Bidder in more than one bid as per the Bidding Documents;
- (e) Our firm, its affiliates or subsidiaries, including any sub-contractors or suppliers for any part of the Agreement, have not been declared ineligible by the Procuring Entity, the Government of Pakistan under the Procuring Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (f) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amounting to PKR (Enter Amount) drawn in your favor or made payable to you and valid for a period of 180 (one hundred and eighty) days. We confirm that the Bid Security has been issued and maintained in Pakistan Rupees by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan or a foreign bank outside Pakistan duly counter-guaranteed / confirmed by a scheduled bank (as per the State Bank of Pakistan requirements) in Pakistan;
- (g) Our Bid consisting of the Technical Proposal and the Bid Offer shall be valid for a period of 180 (one hundred and eighty) days from the date fixed for the Bid Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon

us and may be accepted at any time before the expiration of that period (as such period may be extended in accordance with the Bidding Documents);

- (h) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (i) We have reviewed and accepted the form of the Agreement as attached in Part II of the Bidding Documents and undertake to execute the same within the period specified in the Bidding Documents;
- (j) All partners of the JV shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof; and
- (k) We hereby declare that all the information and statements made in this Bid are true and accurate, and we accept that any misrepresentation contained in our Bid may lead to our

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

disqualification and forfeiture of the Bid Security.

[Seal]

SCHEDULE H**FORM OF BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto **FEDERAL BOARD OF REVENUE** (hereinafter called the '**Procuring Entity**') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Entity; and

WHEREAS, the Procuring Entity has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Entity, conditioned as under:

- (1) that Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Entity, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Entity after expiry of its validity or upon signing of the Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Entity pursuant to Clause 25.3 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Agreement with the said Procuring Entity in accordance with his Bid as accepted and furnish within fourteen (14) days from the date of issuance of the Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Entity for the faithful performance and proper fulfilment of the said Agreement or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Procuring Entity the said sum upon first written demand of the Procuring Entity (without cavil or argument) and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Entity by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Procuring Entity forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF POWER OF ATTORNEY**POWER OF ATTORNEY (For Submission of Bids)
(On Stamp Paper of Rs. 1,000)²**

Know all men by these presents, We {name of the company/ entity and address of the registered office} intend to submit a bid for the “[--]” (the “**Bid**”) and do hereby appoint and authorize Mr./Mrs. {full name and residential address} (vide authorization by the board/approving body of the company/entity dated ____) who is presently employed with us and holding the position of _____ as our attorney (the “**Attorney**”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Federal Board of Revenue (the “Procuring Entity”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For and on behalf of: _____

(Signature)

(Name, Designation and Address)

Accepted by the Attorney:

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witness 1:

² To be attested by a notary public if executed in Pakistan. In addition, to be notarized by a notary public and attested by the relevant Pakistan Embassy/Consulate if executed outside Pakistan.

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE J

FORM OF POWER OF ATTORNEY**POWER OF ATTORNEY (In case of JV)
(On Stamp Paper of Rs. 1,000)³**

Know all men by these presents, We: [(i) {name of the company/ entity and address of the registered office}; (ii) {name of the company/ entity and address of the registered office}; and (iii) {name of the company/ entity and address of the registered office}]⁴ intend to submit a bid for the {assignment nature} as {legal status} _____ (the “**Bid**”) and do hereby appoint and authorize {name of the company/ entity and address of the registered office} as our attorney on behalf of the _____ (the “**Attorney**”), to do in the name of the _____ and on its behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Federal Board of Revenue (the “Procuring Entity”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

We hereby further authorize our Attorney to nominate and appoint a designated representative to undertake all the actions permitted by this Power of Attorney on our behalf.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

[For and on behalf of: _____

(Signature)
(Name, Designation and Address)

For and on behalf of: _____

(Signature)
(Name, Designation and Address)

For and on behalf of: _____

(Signature)
(Name, Designation and Address)]⁵

³ To be attested by a notary public

⁴ Fill as appropriate with respect to the number of JV Partners.

⁵ Fill as appropriate with respect to the number of JV Partners.

Accepted by the Attorney:

(Signature)

(Name and Address of the Attorney)

(Name and Designation of the signatory of the Attorney)

Date:

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE K

CHECKLIST

Reference	Bidding Document - Page Reference	Check	Page Ref.
ITB 15, 16, 18 and 20	<i>Bid Submission</i>		
	Bid Security enclosed with the Technical proposal	<input type="checkbox"/>	
	Bid is accompanied by the power of attorney authorizing a representative to sign the Bid (Schedule L)	<input type="checkbox"/>	
	Each page of the Bid is signed and stamped by the authorized representative	<input type="checkbox"/>	
	A copy of RFP is attached with each page duly signed and stamped by the authorized representative	<input type="checkbox"/>	
	One (1) original and Two (2) copies of Technical proposal along with one soft copy in CD/DVD/USB	<input type="checkbox"/>	
	One (1) original Bid Offer separately sealed	<input type="checkbox"/>	
	<i>Undertaking guaranteeing the acceptance of the Non-Negotiable terms of the Concession (Clause 1.4 of the ITB)</i>	<input type="checkbox"/>	
ITB 14.1	<i>Bid Validity</i>		
	One hundred and eighty (180) days from the date of opening of technical bids	<input type="checkbox"/>	
	<i>Constitutive Documents as Proof of Existence</i>		
	Detailed description of the entity (in case of JV; for all members) including:	<input type="checkbox"/>	
	• Legal Name;	<input type="checkbox"/>	
	• Complete head office, contact information, including mailing address, telephone number and an e-mail address;	<input type="checkbox"/>	
	• Certification of incorporation/ registration	<input type="checkbox"/>	
	• Memorandum of Association and Articles of Association/ Partnership Deed and amendments made therein till date of submission of bid.	<input type="checkbox"/>	
	• Foreign entities - Certified true copies of foreign constitutive documents. <i>(if applicable)</i>	<input type="checkbox"/>	
	A JV agreement duly executed by all partners of the JV <i>(if applicable)</i> (Schedule L)	<input type="checkbox"/>	
ITB 18 & 20 and Bidding Data Sheet	<i>Registration with Tax Authorities</i>		
	Local Entities: Valid NTN certificate, STRN or provincial sales tax registration certificate	<input type="checkbox"/>	
	Foreign Entities: Tax Certificate duly attested by Pakistani Consulate / Pakistan High Commission of respective country	<input type="checkbox"/>	
	Evidence of Active Taxpayer status	<input type="checkbox"/>	
	<i>Non-Blacklisting, No Conflict of Interest & Litigation History</i>		
	Affidavit on legal paper of PKR 100 duly notarized by the notary public stating the matters stated in the BDS. <i>(each member shall submit affidavit in case of JV)</i>	<input type="checkbox"/>	
	Ongoing litigation details, if any, of Bidder/JV Partners	<input type="checkbox"/>	
	<i>Financial Soundness</i>		
	Audited financial statements of immediately preceding five (5) financial years of Bidders/all JV Partners	<input type="checkbox"/>	
	<i>Minimum Experience</i>		
	Real Estate Development project profiles /service agreements to evidence minimum five (5) years of experience in Real Estate Development/ Infrastructure maintenance and operations.	<input type="checkbox"/>	
	<i>Human Resource/Key Experts</i>		
Proof of employment of Key Experts/ proof of commitment by the Key	<input type="checkbox"/>		

Reference	Bidding Document - Page Reference	Check	Page Ref.
	Experts		
Letter of Invitation	Tender Processing fee (non-refundable) of PKR 10,000/-	<input type="checkbox"/>	
Schedules & Forms			
<i>Schedule A-1</i>	<i>Bidder's Profile</i>	<input type="checkbox"/>	
<i>Schedule A</i>	<i>Project Works Data</i>	<input type="checkbox"/>	
<i>Schedule B</i>	<i>Work to be Performed by Sub-Contractors</i>	<input type="checkbox"/>	
<i>Schedule C</i>	<i>Proposed Programme of Project Works</i>	<input type="checkbox"/>	
<i>Schedule D</i>	<i>Method of Performing Project Works (Approach, Methodology & Business Plan/ Financial Model duly vetted by a qualified consultant)</i>	<input type="checkbox"/>	
	<i>Fully functional, non-restricted, dynamically linked Financial Model in Excel spread sheet form on a non-rewritable CD/DVD/USB.</i>		
<i>Schedule E</i>	<i>CVs of Proposed Professional Staff along with proof of employment by Bidder/undertaking by Key expert to remain available for the Project</i>	<input type="checkbox"/>	
<i>Schedule F</i>	<i>Integrity Pact on legal paper (PKR 1,000)</i>	<input type="checkbox"/>	
<i>Schedule G</i>	<i>Letter of Technical Proposal</i>	<input type="checkbox"/>	
<i>Schedule H</i>	<i>Bid Security of PKR 10 Million</i>	<input type="checkbox"/>	
<i>Schedule I</i>	<i>Power of Attorney on legal paper (PKR 100)</i>	<input type="checkbox"/>	
<i>Schedule J</i>	<i>Power of Attorney- JV on legal paper (PKR (1,000) (if applicable)</i>	<input type="checkbox"/>	
<i>Schedule L</i>	<i>JV Agreement duly executed by all partners of the JV (if applicable)</i>	<input type="checkbox"/>	
PART-IV	<i>Letter of Bid Offer</i>	<input type="checkbox"/>	
PART-IV	<i>Form of Bid Offer</i>	<input type="checkbox"/>	

Any other information attached, which has been sought in the BDS, please specify:

- _____
- _____
- _____

SCHEDULE L

JOINT VENTURE AGREEMENT

CONDITIONS AND TERMS

[To be executed on Rs. 1,200/- stamp paper]

THIS JOINT VENTURE AGREEMENT (hereinafter called the "Agreement") made and entered into this day of the month of 20__ by and among:

A. PRINCIPAL MEMBERS (local and foreign) comprising:

1. [Name and address of the Lead Local Partner firm] (hereinafter called "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Lead Partner";
2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Local Member';
3. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Foreign Member'; and
4. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Principal Foreign Member".

B. ASSOCIATE MEMBERS (local and foreign):

1. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".
2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

(all the above local and foreign members for the purpose of this Agreement hereinafter individually called the "Member" and collectively called the "Members")

WHEREAS

- (a) the Procuring Entity (as defined hereunder) intends to appoint /has appointed the Bidder for providing Project Works comprising of Construction and O&M of Residential Apartments on FBR land situated in Clifton, Karachi; hereinafter called the "Project"; and
- (b) the Members have agreed to join hands in the form of a Joint Venture to provide the said Project Works.

NOW THEREFORE, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Procuring Entity" means the person, firm, company or body named in [Schedule 1] and none other, except its legal successors and permitted assigns;
- 1.1.2 "Country" means the country named in [Schedule 1] where the Project is located;
- 1.1.3 "Day" means working day, and "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.4 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.5 "Invitation" means the invitation of the Procuring Entity to a Member or Members to submit a Bid for the execution of Project Works for the Project;
- 1.1.6 "Joint Venture" means the joint venture formed between the Members in accordance with this Agreement;
- 1.1.7 Joint Venture Agreement, hereinafter referred to as "this Agreement", comprises the document entitled Conditions and Terms together with Schedules 1 to 4 attached there to and such other documents as may be specified in [Schedule 1] to form part of this Agreement;
- 1.1.8 "Lead Partner" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Joint Venture's Representative for liaison with the Procuring Entity and, unless otherwise agreed by the Members, the Project Manager for execution of the Project Works;
- 1.1.9 "Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;

- 1.1.10 "Project" means the undertaking Project Works named in [Schedule II] in connection with which the Procuring Entity intends or has commenced to proceed and requires professional services;
- 1.1.11 "Bid" means the Bid to be prepared and submitted by the Joint Venture in response to the Invitation;
- 1.1.12 "Project Works" means all the works and services to be performed by the Joint Venture in accordance with the Bid, any Terms of Reference or the Agreement, as the case may be;
- 1.1.13 "Agreement" means the Agreement for Construction & O&M of residential apartments on FBR land situated in Clifton, Karachi to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document; and

1.2 Interpretation

- 1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- 1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation.
- 1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this Agreement and not to those in any other document attached or incorporated by them.

2. JOINT VENTURE

- 2.1 The Members hereby establish a joint venture being an unincorporated association under the name of [name of joint venture] or such other name as the Members shall unanimously agree from time to time (hereinafter called the "Joint Venture") for the purposes of:
- preparing and submitting the Bid to the Procuring Entity [Remove if not applicable];
 - providing any further information, the Procuring Entity may require or negotiating with the Procuring Entity on any matters requiring negotiation in connection with the Bid;
 - entering into the Agreement with the Procuring Entity, if the Bid is accepted; and
 - performing all the Project Works to be undertaken for the Project by the Joint Venture under the Agreement.
- 2.2 The Members hereby appoint the Lead Partner and, pursuant to Sub-Clause 3.6, the representative of the Joint Venture, and confirm the addresses of the Joint Venture and the addresses of the Members respectively, as stated in [Schedule 1].

2.3 The profits and losses of the JV shall be allocated and shared by the Parties in the following proportions:

[Party Name 1]: [Percentage]

[Party Name 2]: [Percentage]

[Party Name n]: [Percentage]

Total: 100%

2.3 Unless otherwise agreed in writing by the Members, this Agreement shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Procuring Entity (such change to be notified to the Procuring Entity and his acceptance obtained).

2.4 If the JV is un-registered, the Parties shall get the JV registered as Special Purpose Vehicle (SPV) containing all the partners of JV within 1 months from the date of Letter of Intent. The SPV should include all JV members who have submitted the Bid. No change in the JV members shall be allowed without prior consent of the Procuring Entity.

3. **BID SUBMISSION**

3.1 The Members shall make all reasonable endeavors to obtain from the Procuring Entity the award of the Project Works in accordance with the conditions of the Invitation or such conditions as may subsequently be agreed between the Procuring Entity and the Joint Venture.

3.2 The preparation and submission of the Bid shall be undertaken jointly by the Members. The Lead Partner shall co-ordinate the preparation of the Bid and its submission to the Procuring Entity. The Members shall cooperate with the Lead Partner. The Members shall perform with all reasonable skill, care and diligence their respective functions until the award of the Agreement to the Joint Venture and signing of the Agreement or until the provisions of Sub-Clauses 16.1 and 16.3 have been satisfied.

3.3 Once the Bid has been submitted to the Procuring Entity, no changes may be made or additional information or explanations given without the consent of all the Members until the Agreement is effective.

3.4 The Members shall enter into the Agreement, if it is awarded to the Joint Venture, in accordance with the Bid, or the Bid as amended, subsequent to its submission, by agreement between the Procuring Entity and the Joint Venture.

3.5 Upon the execution of this Agreement, each of the Members shall grant a Power of Attorney in favor of a person nominated by it as its Representative, as designated in [Schedule 1]. The Representatives of each Member will constitute the Policy Committee of the Joint Venture. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Bid and the

Concession Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.

- 3.6 The Representative of the Lead Partner shall be the representative of the Joint Venture for the purpose of correspondence and discussion with the Procuring Entity on matters involving the interpretation of the Agreement and alterations to its terms and to the Project Works to be performed.

4. PERFORMANCE OF THE WORK

- 4.1 The work to be performed under the Agreement shall be carried out in accordance with the terms and conditions of the Agreement and this Agreement. In the event of any inconsistency between the terms of the Agreement and this Agreement regarding the performance of the work, the Agreement shall prevail, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.2 Each Member shall be responsible for fulfilling the obligations prescribed in [Schedule 3] in accordance with the terms of the Agreement to the satisfaction of the Procuring Entity, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.3 The apportionment of the Joint Venture's obligations between the Members in accordance with [Schedule 3] can be amended by agreement between the Members, subject to the consent of the Procuring Entity if required by the Agreement.
- 4.4 Any alterations or additions to the Project Works to be carried out under the Agreement shall be made only with the consent or on the instructions of the Procuring Entity in accordance with the Agreement. Responsibility for carrying out additional obligations shall be as agreed between the Members, subject to the consent of the Procuring Entity if required by the Agreement.

5. LANGUAGE AND LAW

- 5.1 The following shall be stated in [Schedule 1]:
- the language in which this Agreement shall be written and interpreted; and
 - the country or state, the law of which shall apply to this Agreement.

6. EXCLUSIVITY

- 6.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Project, other than as a Member of the Joint Venture and in accordance with the terms and conditions of this Agreement. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. EXECUTIVE AUTHORITY

- 7.1 No Member shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Member unless such authority is expressed in writing by the Members jointly in regard to the Joint Venture, or by a Member individually in regard to the (other) Member.
- 7.2 From the date of this Agreement until the award of the Agreement to the Joint Venture or until this Agreement shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:
- for the purpose of submitting the Bid, the respective responsibilities and obligations to be undertaken by the Members under the Agreement, subject to the conditions of the Invitation;
 - for the purpose of submitting the Bid, the prices and terms and conditions of payment comprised in the Bid as applicable to the Joint Venture generally, and to the Members separately, subject to the conditions of the Invitation; and
 - any communication to, or response to communication from, the Procuring Entity either written or oral and any commitment of any kind to the Procuring Entity or any other party in connection with the Bid.
- 7.3 From the date of the award of the Agreement to the Joint Venture, decisions on the policies of the Joint Venture shall be vested in a Policy Committee comprising the Representative of each of the Members specified in accordance with Sub-Clause 3.5.
- 7.4 Each Member shall provide notice of its Representative on the Policy Committee and shall give prior notice of any change in such appointment (s), temporary or otherwise, as may occur from time to time.
- 7.5 The representative of the Lead Partner on the Policy Committee shall be the Chairman of the Committee. The Chairman shall ordinarily convene the meetings of the Committee and may invite others whom he wishes to attend, in order to inform or advise the Representatives, or to record the proceedings of the Committee. The minimum frequency of Policy Committee meetings shall be as mentioned in the [Schedule 1].
- 7.6 In the event of there being disagreement between members of the Policy Committee on matters not otherwise prescribed in this Agreement the Chairman shall be entitled to use a casting vote.
- 7.7 Meetings of the Policy Committee shall take place at least as frequently as prescribed in [Schedule 1], unless otherwise agreed by the Members. A Member may convene a meeting of the Committee at any time by giving at least fourteen days' notice in writing to the Members.
- 7.8 Minutes shall be kept, in the language named in [Schedule 1], of all meetings of the Policy Committee and copies of all such minutes shall be circulated to the Members.

- 7.9 The Members respectively agree to act (and agree that their respective representatives on the Policy Committee shall act) at all times in the best interests of the Joint Venture in taking any actions relating to the Project and shall use all reasonable endeavors to settle any disputes arising between them in connection with the Joint Venture.
- 7.10 Each Member shall appoint a Local Representative in each locality where that Member is to work. The Local Representative of a Member shall be responsible for the obligations to be undertaken by it in the said locality and for performance of its responsibilities in that locality under this Agreement.
- 7.11 Each Member shall notify the other of its Local Representative and responsibilities assigned to him and shall give prior notice of any change in such appointment (s) or assignment (s) of responsibilities as may occur from time to time.
- 7.12 A Project Manager shall be appointed. Unless otherwise agreed by the Members, the Lead Partner shall appoint him and will be entitled to subsequently remove him from that position and appoint a replacement.
- 7.13 The Project Manager shall manage and supervise the performance of the work under the Agreement in accordance with the directions of the Policy Committee, and shall report to the Policy Committee on the performance and progress of the work as and when required by that Committee.
- 7.14 The Local Representatives shall work under the direction of the Project Manager.

8. DOCUMENTS

- 8.1 All documents produced by a Member or the Members in connection with the Project which are made available to persons other than the Members shall bear the name of the Joint Venture.
- 8.2 All documents prepared by either of the Members in connection with the performance of work under the Agreement, and which are submitted to the Procuring Entity or are to be made available to third parties, shall be signed by the Project Manager, unless they concern the interpretation of the Agreement or alteration to its terms or Project Works to be performed.
- 8.3 Each Member shall have unrestricted access to any work carried out by the Members in connection with the Project.
- 8.4 Copies of all documents submitted to the Procuring Entity by or on behalf of the Joint Venture by a Member shall be circulated to the Members as soon as reasonably practicable following such submission.
- 8.5 During the period of this Agreement and after the termination of the Agreement without limit in point of time, no Member shall disclose to any person any information which it obtains through its participation in the Joint Venture (and

shall ensure that its employees shall observe such restrictions) unless the said information:

- becomes public knowledge;
- must be disclosed for the proper performance of the Project Works; or
- is published with the approval of the Joint Venture and, when required under the Agreement, of the Procuring Entity.
- No Member shall utilize photographs, or other data describing the Project, in promoting its own business, without the approval of the other Member(s).

8.6 Except as may be otherwise provided under the Agreement, the copyright in documents produced by a particular Member in connection with the Project is granted to the Members and each Member hereby licenses the Members to use and reproduce documents produced by it.

8.7 Except as provided in Sub-Clause 8.6, each Member shall indemnify the Members against all claims, liabilities, damages, costs and expenses sustained as a result of reusing the designs, drawings and other documents produced for the Project on other projects.

9. PERSONNEL

9.1 Each Member shall assign a sufficient number of its employees to the Project so that the provisions of this Agreement are complied with and the Project Works are carried out in accordance with the Agreement. Unless specifically agreed otherwise, the Joint Venture shall have no employees of its own.

9.2 Each Member shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.

9.3 Notwithstanding the foregoing provisions of this Clause, each Member may allow; any person, firm or corporation over which it exercises management control; to fulfill any of the obligations for which it is responsible under this Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Member.

9.4 Each Member shall be entitled to invite, subject to the approval of the Procuring Entity (if required) and to the agreement of the Members, sub-consultants to carry out any of that Member's obligations, provided that in such circumstances the control of and responsibility for undertaking those obligations shall at all times remain vested in the Member in question.

9.5 The engagement of sub-consultants by the Joint Venture shall be subject to the provisions of Clause 7.

10. ASSIGNMENT AND THIRD PARTIES

10.1 No Member shall sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this Agreement, or its interests in any sums payable by the Procuring Entity other than by a change in favor of its bankers of any monies

due or to become due under the Agreement, without the prior written consent of the Members.

- 10.2 This Agreement is exclusively for the benefit of the Members and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

11. SEVERABILITY

- 11.1 If any part of any provision of this Agreement is found by an arbitrator or Court or other competent authority to be void or unenforceable, such part of the provision shall be deemed to be deleted from this Agreement and the remainder of such provision and the remaining provisions of this Agreement shall continue to be in full force and effect.

- 11.2 Notwithstanding the foregoing, the Members shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the part of the provision found to be void or unenforceable.

12. MEMBER IN DEFAULT

- 12.1 In the event of insolvency of a Member, the other Member [or remaining Member (s) of rest of JV] is hereby irrevocably constituted and appointed to act for it in all matters affecting performance of this Agreement.

- 12.2 A Member that delays or fails to fulfill its obligations in whole or in part under this Agreement shall be deemed in default and shall indemnify the other Member (s) in respect of the consequences.

- 12.3 A notice in writing from the Procuring Entity that the performance of obligations under the Agreement is unsatisfactory or that the continued involvement of a Member is no longer required in whole or in part shall for the purposes of this Clause mean that the Member concerned is in default unless otherwise agreed by the other Member(s).

- 12.4 If the default of a Member shall be such that the Member in question shall be substantially in breach of its obligations hereunder, the other Member(s) shall be entitled to reassign the work concerned.

- 12.5 Any actions taken by the other Member against the defaulting Member pursuant to the preceding Sub-Clauses of hereof shall be without prejudice to any rights to which he may be entitled at law against the defaulting Member.

- 12.6 If a reassignment of work under the Agreement is made in accordance with this Clause, the defaulting Member shall not obstruct the Member who undertakes the reassigned work and shall provide him with access to all documents and information necessary for its proper performance.

- 12.7 Any sums received by the Joint Venture in payment for the defaulting Member's obligations already undertaken shall be used to compensate any loss or damage resulting from the default of that Member. The defaulting Member shall remain

responsible for providing guarantees and bonds relevant to the obligations allocated to that Member prior to such reassignment until the completion of the Project Works.

12.8 If all of the defaulting Member's obligations are reassigned in accordance with this Clause, the other Member(s) shall be entitled to and shall:

- carry on and complete the performance of the Agreement without the participation of the defaulting Member, its successors, receivers or other legal representatives and continue to act in accordance with the terms of this Agreement (as amended to take account of the non-participation of the defaulting Member); and
- retain for the performance of the Agreement all equipment and materials purchased therefor and all assets owned by the Joint Venture at the time of the default by the defaulting Member until the completion of the Project Works. The defaulting Member, its successors, receivers or other legal representatives shall execute and do all deeds, documents and things necessary to enable the said equipment and materials to continue to be so used and to enable the Joint Venture to continue without involvement of the defaulting Member.

12.9 Upon completion or earlier termination of the Agreement and receipt of all amounts due thereunder, the remaining Member(s) shall account to the Member in default which shall be entitled to receive an amount equal to any sums provided by the defaulting Member towards any general funds which shall not previously have been expended, plus such Member's share of any funds of the Joint Venture due to it, reduced by any losses or damage occasioned by its default.

12.10 In the event that the share of the losses chargeable to the defaulting Member exceeds any sums provided by the defaulting Member to any general funds and the share of any funds of the Joint Venture due to it in accordance with the terms of this Agreement, the defaulting Member shall promptly pay the excess to the remaining Member(s).

13. DURATION OF THE AGREEMENT

13.1 If it has been jointly established by the Members that the Bid will not be accepted by the Procuring Entity or if it has not been accepted by the Procuring Entity within the period allowed for acceptance in accordance with the Bid or any extension of that period subsequently agreed between the Procuring Entity and the Joint Venture, this Agreement shall thereupon terminate forthwith.

13.2 If the Bid is accepted by the Procuring Entity, this Agreement shall continue to have full force and effect and shall continue the same when the Agreement is entered into with the Procuring Entity, until confirmation has been received from the Procuring Entity that the Project Works have been completed, or the Agreement has been terminated, and all accounts relating to the Project Works between the Joint Venture, the Procuring Entity and third parties and between the Members are acknowledged as settled.

13.3 Provided that the terms of this Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. LIABILITY

14.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member (s) against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

14.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the remaining Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by arbitration in accordance with Clause 19.

15. INSURANCE

15.1 Unless otherwise agreed by the members, each Member individually shall make all reasonable efforts to maintain insurance coverage in the amounts stated in [Schedule 2] as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

15.2 Each Member shall make all reasonable efforts to maintain insurance cover in the amounts stated in [Schedule 2] for public/third party liability insurance and any other insurances necessary to comply with the Agreement.

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATION

16.1 Each Member shall be reimbursed the costs and expenses incurred by it in connection with the promotion, preparation, negotiation and submission of the Bid, as per actual expenses or as prescribed in [Schedule 4].

16.2 If [Schedule 4] does not prescribe the reimbursement of promotional costs and expenses each Member shall bear the costs and expenses which it incurs.

16.3 All payments to the Members shall be made in accordance with [Schedule 4] and the financial policy of the Joint Venture is as set out in that Schedule.

17. FINANCIAL ADMINISTRATION AND ACCOUNTING

17.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affairs; where relevant, and for accounting accordingly to the relevant authorities.

17.2 The Lead Partner shall be responsible for provision of Financial Administration Services as set out in [Schedule 2].

18. GUARANTEES AND BONDS

18.1 Unless otherwise agreed by the Members, the Members severally shall provide guarantees and bonds in proportion to their respective shares in the Project Works sufficient for the total of guarantees and bonds required of the Joint Venture by the Procuring Entity. The Members severally shall be responsible for administration and extensions, if required, of the guarantees and bonds they have provided.

19. ARBITRATION

19.1 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Procurement Rules stipulated in [Schedule 1]. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

19.2 Judgment upon the award rendered in any arbitration proceedings may be entered in any court having jurisdiction by any of the Members or application may be made to such court for, a judicial acceptance of the award and an order for enforcement (as the case may be).

20. NOTICES

20.1 Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in [Schedule 1]. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.

20.2 The official address of the Joint Venture to be included on all documentation signed in the name of the Joint Venture shall be as designated in [Schedule 1] hereto or such other address as shall be agreed from time to time by the Members, subject to the requirements of the Agreement.

21. SOLE AGREEMENT AND VARIATION

21.1 This Agreement is as specified in Sub-Clause 1.1.7 and is the sole agreement between the Members and supersedes any previous agreements between them relating to the matters referred to herein. Variations and addenda may be made to this Agreement, including the admission of new Members to the Joint Venture, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member(s) to be in default pursuant to Clause 12 his agreement and signature is not required.

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of
[Name of the Lead Partner firm]
Name of Authorized Representative: _____
Designation: _____

Date: _____

Seal: _____

2. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

3. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

4. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

5. For and on behalf of

[Name of Associate Member]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

JOINT VENTURE AGREEMENT DATA SHEET

[Instructions are provided, as needed, in italics.]

Clause Reference**1.1.1 NAME AND ADDRESS OF THE PROCURING ENTITY:**

[Insert name and address of the Procuring Entity.]

1.1.2 COUNTRY:

[Insert the name of Country where the project is located.]

1.1.10 PROJECT BRIEF:

[Insert project name and brief description.]

2.2, 3.5 LEAD MEMBER, REPRESENTATIVE OF JOINT VENTURE AND MEMBERS OF JOINT VENTURE:

3.6& 20 *[Insert the name and Address of Joint Venture]*

[Insert the name and address of Lead Member.]

[Insert the name and address of Representative of Lead Member/ Joint Venture.]

[Insert the names and addresses of all the JV Members.]

5.1 LANGUAGE AND LAW:

The joint Venture Agreement shall be written and interpreted in English Language

The Law of Islamic Republic of Pakistan shall apply to this Agreement.

7.5 MINIMUM FREQUENCY OF POLICY COMMITTEE MEETINGS:

[Insert the minimum frequency of Policy Committee Meetings keeping in view the Project size and complexity.]

19.1 RULE OF ARBITRATION:

[Insert the rule of Arbitration which shall apply to the Joint Venture Agreement]

INSURANCE POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

15 INSURANCES:

15.1 *[Amounts to be inserted hereunder for each member to maintain the insurance cover as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement]*

Name of Member Amount against Insurance Coverage

15.2 *[Amounts to be inserted hereunder for each member to maintain the insurance cover for public/third party liability insurance and any other insurances necessary to comply with the Agreement]*

Name of Member Amount against Insurance Coverage

OBLIGATION BETWEEN THE MEMBERS (AS PROVIDED IN SCHEDULE 1)

[Instructions are provided, as needed, in italics.]

Clause Reference

4 PERFORMANCE OF THE WORKS

A. Pre-Award Stage

[Describe the obligations of each Member for pre-award stage]

B. Post -Award Stage

[Describe the obligations of each Member for post-award stage in accordance with the terms of the Agreement to the satisfaction of the Procuring Entity]

FINANCIAL POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATIONS

A. Pre-Award Stage

16.1

&

16.2 Estimated/Notional Expenses

[Insert estimated/notional expenses incurred for promotion and preparation of Bid as hereunder]

Name of Member Estimated/Notional Expenses

B. Post -Award Stage

16.3 Financial Policy of JV

[Financial policy of the Joint Venture to be as set out]

17.2 FINANCIAL ADMINISTRATION SERVICES:

[Financial Administration Services to be set out by the Lead Partner]

PART- II – DRAFT AGREEMENT

PART- III- SCOPE OF THE PROJECT & TECHNICAL SPECIFICATIONS

Disclaimer: All the information provided in this section relating to facilities, area, and related details is based on facts as existed at the time of collecting such information. The successful Bidder is to survey and update such information at the time of signing of agreement.

A. Scope of the Project

The Federal Board of Revenue (Formerly known as Central Board of Revenue) was established on April 01, 1924, by the Central Board of Revenue Act, 1924. In 1944, it became part of the Ministry of Finance's Revenue Division. After independence, it operated as an attached department of the Ministry of Finance until August 31, 1960, following the recommendations of the Administrative Re-organization Committee. At that point, it was renamed the Federal Board of Revenue (FBR).

Federal Board of Revenue is a federal law enforcement agency of Pakistan that administer fiscal policies, collect tax revenue, make regulations regarding collection of tax. investigates tax crimes, suspicious accumulation of wealth, money-laundering and act as quasi-judicial deciding taxation cases and appeals.

Federal Board of Revenue (FBR) of Pakistan has a portfolio of real estate properties, both undeveloped and developed, all over the country. It plans to bring its undeveloped property located in Clifton, Karachi to active use for residential purposes in the form of Public-Private Partnerships. The property under consideration is as follows:

City	Area	Location	Proposed Use/Project
Karachi	12.8 kanal	Plot No. FL-14 in Block-1, Clifton, Shirin Jinnah Colony	Residential Building

a) OBJECTIVES:

FBR seeks following objectives through this Bidding:

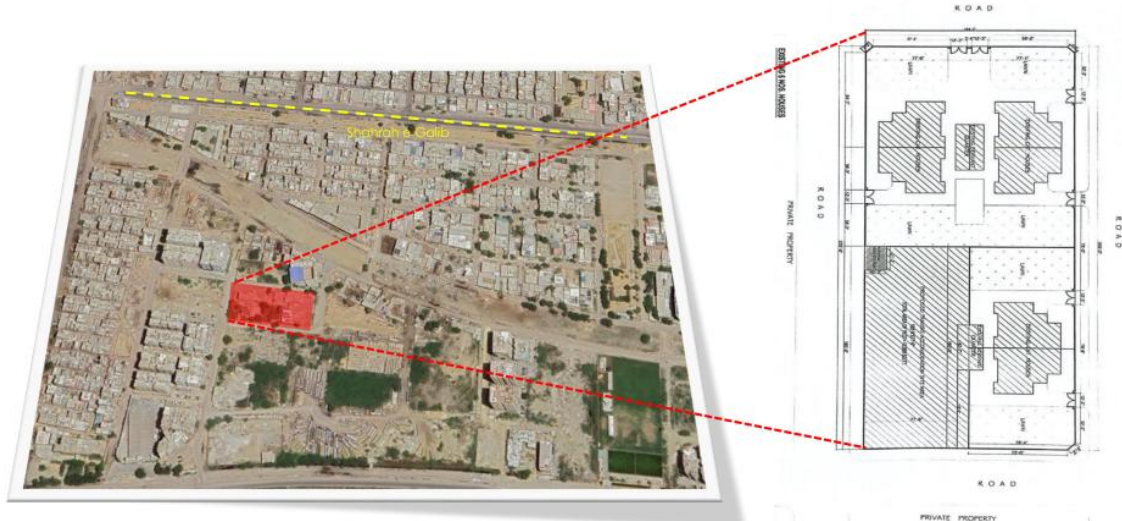
- Enter into a long-term partnership with a highly-qualified and financially-strong Real Estate Developer to design, build and finance the Proposed project and additional amenities in Public Private Partnership mode on the property owned by FBR;
- The project shall be operated under concession for 25 years in order to cover life-cycle costs, earn project revenues from the Project, and earn an acceptable return on investment;
- Identify a long-term partner that will maintain the high standards for projects, community relations, management and maintenance of the property;
- Incorporate environmentally sustainable operating and maintenance practices; and
- The Projects shall be transferred back to FBR without any condition at the end of concession period.

b) SITE ANALYSIS

The analysis of proposed site in Karachi is as under:

The subject site spans across a 12.8 kanal plot in the upscale area of Clifton, renowned as one of Karachi's most affluent neighborhoods. Situated along the Arabian Sea coast, Clifton boasts a mix of luxurious residences, apartments, and hotels. Notably, it has evolved into a sought-after tourist spot, drawing visitors due to its popular attractions and vibrant community.

The site's location is well-connected, with branch roads linking it to Shahrah-e-Galib Road in the North and Marine Promenade Road in the South. Clifton benefits from excellent road infrastructure and robust public transportation options. Presently, the site houses bungalows, some of which are occupied by FBR officers, while others show signs of wear and tear. As part of the Project's development, these structures will be demolished, necessitating the relocation of residents by the FBR to facilitate the Project's executions.



c) DETAILED SCOPE OF PROJECT

The Property is currently under the management and control of the Federal Board of Revenue (FBR). FBR intends to invite Bidders to invest in the Project to develop, design, finance and construct the multistorey residential apartments building on land and operate and maintain the Project Assets for a period of 25 years (the, "Concession Period") in accordance with the terms of the RFP and the Concession Agreement.

The Project will have following components:

- Commercial Close;
- Financial Close;
- Design & Construction Phase
- Operations and Management Phase
- Handback

B. Commercial Close

FBR will issue a Letter of Intent (LOI) to negotiate the final Concession Agreement terms with the Successful Bidder. FBR may request revised bids based on its needs.

Upon meeting these requirements, the Successful Bidder will receive a Letter of Support (LOS). Finally, the SPV formed by the Concessionaire will sign the Concession Agreement with FBR.

C. Financial Close

The Concessionaire will have to achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep FBR well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of FBR upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

D. Design & Construction Phase

i. Design Phase

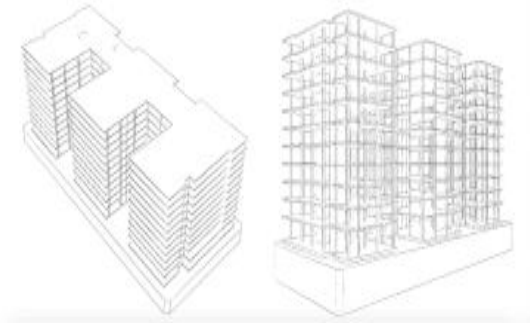
Under the Design phase, the following activities will be undertaken by the Successful Bidder:

- The Concessionaire should prepare design and layout of the Project in accordance with the building height restrictions, the design preferences, and other requirements laid down in the applicable building regulations.
- Prepare detailed design and seek approval of FBR before initiation of Construction work.

a) Apartments Design Requirements

- The following are the envisaged building specifications as per the Cantonment Board Clifton Building Bye-Laws, 2007:

Site Area – SFT	55,868
FAR	1:5.5
No. Floors	G+10
Height	70%
Max Coverage	65%
Parking	1 per 1000 SFT
Front Set Back	8' arcade
Side Set Back	10'



- The Concessionaire shall be responsible to undertake his own due-diligence and prepare design as per applicable prevalent bye-laws. The Concessionaire shall ensure maximum utilization of the Project covered area in accordance with the applicable standards and bye-laws.
- The Apartments shall be of the following types (No. of beds) and in the following proportion:

Type	Size (SFT)	Proportion
1 Bed	700-850	20%
2 Bed	1200-1400	30%
3 Bed	2200-2500	50%

- The Concessionaire shall be wholly responsible for the Design, Layout Plan, Construction and Development and Financing the construction, commissioning, maintenance and operations of the Project till expiry of the concession period. The Concessionaire shall through Independent Engineer and where required through Independent Auditor shall provide all data, designs, construction designs and milestones shall provide to the FBR for approval (which approval shall not obligate the FBR to incur any Projects risks).
- The construction of the multistory building shall adhere to technical specifications to ensure its safety, durability, and functionality. The foundation will be designed based on a geo-technical report, employing either shallow or deep foundation methods, with adequate bearing capacity to support the structure. The building will have a robust roofing system with proper insulation and drainage provisions. Electrical, plumbing, and HVAC systems will be designed based on load calculations and energy-efficient principles.

- Additionally, the Building shall be built on green/ smart basis, it involves a sustainable and environmentally conscious approach to construction. It entails incorporating eco-friendly design principles, materials, and technologies to minimize its impact on the environment. Key aspects of green building practices include energy efficiency, water conservation, use of renewable resources, and waste reduction. Efficient insulation, solar panels, and energy-efficient appliances contribute to lower energy consumption, while rainwater harvesting and water recycling systems help conserve water resources. Additionally, the selection of locally sourced, recycled, or low-emission building materials further reduces the building's carbon footprint.

- Design of the building to ensure the security of the residents and staff. Design underground parking areas to maximize building and occupant security.

- Quality assurance measures, compliance with local building codes and regulations, and adherence to health and safety protocols will be strictly enforced throughout the project.

- In designing the water supply system, following must be ensured:
 - Design is based on minimum 50 years life period that caters to a mean population of seven (7) people per apartment and gives special attention to water conservancy
 - Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping
 - Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.
 - Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
 - Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
 - Water is available for fire fighting
 - Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)

- In designing the sewerage and drainage system, following requirements shall be ensured:
 - Drainage and sewerage systems are maintained independently
 - At least eighty-five (85) percent of water supply is considered as sewage
 - Level of sewage effluent is reduced to an acceptable level as per prevailing standards using adequately sized septic tanks (supported by calculations)
 - Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection.
 - Sewerage system provides external disposal by terminating at the trunk sewer
 - Storm water is captured from rooftops and diverted to drainage system
 - Drainage system is designed on a 10 year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for re-absorption
 - Sewerage and drainage components are designed as per TEPA/WASA design criteria, or in the absence of such, international standards (with reference).

a) Utilities

- In designing the electricity and lighting network, following shall ensure that:
 - Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
 - Electricity network is underground, conforms to K-Electric standards, and connects to a grid station
 - Gas network is underground, conforms to SSGC standards, and connects to the gas mains
 - Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, parking areas, footpaths, boundary walls, etc.
 - Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas;
 - All lights are energy efficient

b) Additional Considerations for FBR Reserved Apartments

Apartments reserved for FBR shall be unfurnished and in accordance with the specifications prescribed under Rule 8 of Accommodation Allocation Rules, 2002.

Construction Standards

a) General Requirements

Successful Bidder shall be required to carryout following activities under this phase:

- Provide building materials and finishes that are durable and require low maintenance. Building material including concrete, bricks, glass, metal, cast iron, steel, uPVC and other fibers should meet the high quality standards.
- Provide a building that is spatially efficient and designed to maximize the ratio of residential areas to amenities, support, circulation and service areas. Standardize unit types, kitchen and bathroom layouts within a project as much as possible. Co-ordinate and plan for amenity and support service spaces to maximize efficiency of circulation for both tenants and staff. The amenities should be located centrally and grouped for efficiency and to encourage social interaction.
- The Developer should validate the vertical and horizontal load-bearing of the building.
- MEP systems include the following:
 - Elevators
 - Lighting
 - Telecommunications Infrastructure
 - Heating, Ventilation and Air Conditioning (HVAC)
 - Fire Protection
 - Water Supply & Management
 - Waste Disposal Systems
- Built-in lighting should be ensured in kitchens, bathrooms, rooms and corridors and in the form of hanging pendants in dining rooms.
- Incorporate environmentally sustainable operating and maintenance practices by using BIM (Building Information Modelling), ensure compliance with Green Features / Green Building concepts/guidelines and propose smart building and automation concept.
- Visual appeal of the building's exterior should be ensured through design work and by selecting the right materials.
- Building should have common areas consisting of:
 - Indoor amenity spaces for residents use
 - Administration and Program Support Services for administrative and support staff use
 - Service Areas for maintenance and building services and storage
 - Circulation and Access in the building
 - Outdoor Spaces for recreation and services
- Ensure that the mechanical and electrical rooms are located as close as possible to the entry point for utilities. Locate for efficient distribution, including space and access for servicing.
- A comprehensive site water management strategy should be developed by the Concessionaire at an early stage. Erosion control, and storm water management should be addressed. Investigate measures such as previous paving, rain gardens, bio swales, storm water retention and storm water treatment.
- Demolitions shall be performed in an orderly manner and the Concessionaire shall take all necessary precautions and expedients to prevent damages to the adjacent

structures. Explosives shall not be used to remove or demolish the Plain and Reinforced Cement Concrete Structures unless otherwise directed by the Engineer.

- The Concessionaire shall take sufficient steps/ actions/ measures for the safety of the adjoining building and shall be sole responsible for any damage to the existing superstructures and substructures caused due to demolition. FBR shall not be responsible for any misshape due to poor execution.
- Existing utility lines that are visible or the locations of which are made known to the Concessionaire prior to demolition and that are to be retained, as well as utility lines constructed during dismantling if damaged, shall be repaired by the Concessionaire at his own expense.
- All materials resulting from Demolition shall be disposed off out of Municipal limits along the most direct route from the boundary of the project and/or as directed by the Project Engineer.

b) Apartments

Construction of committed number of apartments in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master or Sonex made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation
- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster
- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of 1/2" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1 1/2" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1 1/4" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1 1/2"×3/8" (40mm×10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1 1/2"×1 1/2"×1/4", welded (40 mm×40 mm× 6mm) with M.S. flat 2"×1/4" (50mm × 6mm) and finished with paint/polish of approved make
- External main door is 1 1/2" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1 1/2"×3/8" (40mm × 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both

sides and fingerplate complete in all respect, and finished with polish of approved make

- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe
- Apartments reserved for market/leasing to commercial third parties shall be furnished.

c) Kitchen

- 12"x12" Master or Sonex made porcelain tiles or equivalent on floors
- Glazed tiles on walls up to five (5) feet
- Vin board cabinet 3/4" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
- Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
- Suigas and electricity point for countertop stove
- Exhaust fan

d) Bathroom

- 8"x12" glazed tiles on floor
- Glazed tiles on walls up to five (5) feet
- WC, washbasin and shower
- Toilet paper holder, soap dish, towel rail, mirror
- Exhaust fan
- Door with stainless steel plate of appropriate thickness fixed on inside.
- All sanitary fittings and sanitary ware made by Sonex, Master or equivalent
- UPVC pipes for internal water supply & sewerage made by Dadex or equivalent
- Toilet and kitchen water supply line will be provided with independent main control valve for isolation and maintenance, and shall have separate piping for hot and cold water with point provision for user installed geyser (gas and/or electrical)
- GI pipes for gas made by IIL, Jamal or equivalent
- Wires of Pakistan Cables or equivalent in PVC pipes installed with sockets, switches and distribution boxes having adequate protection circuits
- All fittings for internal utilities pertaining to electricity, sui-gas and water concealed using all materials like pipes, joints, etc. according to the specifications of respective Government Agency, or in the case of prefabricated walls, any other equivalent arrangement
- Stairs with adequate safety features (railing, etc.) and finishing (mosaic steps, distempered soffit, etc.)

e) Structural Performance Standards

- The work shall conform to the best practices and requirements of all applicable codes and standards, including, but not limited to the following:

Particulars	Components	Standard Benchmark
Building Structure		

Composite Structure Steel & RC	General Seismic Design	Building Code of Pakistan (Seismic Provisions) - Pakistan Engineering Council or currently applicable
	Loads, Load Combinations and Nominal Strengths	
	Materials	
	Composite Members	
	Composite Connections	
	Composite Frames	
	RC Shear Walls	
	Composite Steel Plate Shear Walls	
	Structural Design & Specification	
	Masonry	
	Architectural Elements	
Mechanical & Electrical Systems		
Energy Provisions		
Building Envelope	External Walls & Roofs	Building Code of Pakistan (Energy Provisions-2011) - Pakistan Engineering Council or currently applicable
	Glass & Framing System	
	Air Leakage/Infiltration	
Heating, Ventilation & Air Conditioning	Controls	
	Piping & Ductwork	
	System Balancing	
	Condenser	
Service Water Heating	Piping Insulation	
	Equipment Efficiency	
Lighting	Lighting Control	
	Exit Signs	
	Exterior Building Grounds Lighting	
	Landscape Lighting	
	Interior Lighting Power	
	Exterior Lighting Power	
Electrical Power	Transformers	
	Energy Efficient Motors	
	Power Factor Correction	
	Check Metering	
	Power Distribution Systems	
Safety Systems		
Fire Prevention & Life Safety	General Safety Requirements	Building Code of Pakistan (Fire Safety Provisions-2016) - Pakistan Engineering Council or currently applicable
	Building Services	
	Fire Safety Construction Features	
	Fire Protection Systems	
	Means of Egress	
	Safeguarding Construction Operations	
	Fire Department Access & Water Supply	
	Combustible Waste & Refuse	
Occupancy Fire Safety		

a) Construction Performance Standards

The Concessionaire shall be required to carry out all construction in conformance to the following covenants:

- Construction Completion Date shall be no later than thirty-six (36) months after the Financial Close
- All applicable permits and registrations required to undertake the Project have been procured by the Concessionaire;
- Project Completion Schedule shall be submitted to the FBR for approval before commencement of construction;
- Safety plans shall be submitted to the FBR and signboards shall be placed in English and Urdu for the safety of commuters;
- International and local safety standards, and best practice procedures shall be followed during construction;
- Construction material shall only be procured from approved sources with appropriate tests certification;
- Independent Engineer shall be facilitated in his work by the Concessionaire, who shall provide the Independent Engineer with:
 - a furnished, equipped and maintained site office for the duration of the construction period
 - a laboratory facility with all required testing equipment, services, supplies, attendants, furniture with a set of latest editions of prescribed standards (running and maintenance cost of the tests shall be borne by the Concessionaire)
 - equipment required for the following tests:
 - Sieve Analysis
 - Specific Gravity
 - Liquid and plastic limit
 - Moisture Density
 - Sand equivalent test
 - Modified proctor test
 - In situ density
 - CBR Test
 - In situ CBR
 - Brick Test
 - Steel Test
 - Concrete test
 - Asphalt test
 - Compaction Test
 - Cylinder strength test
 - Any other related tests that may be conducted

[Note: The Bidder should submit the list of tests to be carried out and their sample forms in the proposed methodology.]

E. Operation and Management Phase

The successful bidder shall bear the operational expenses of the Multistory Residential Building (the Building) during the concession term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of the FBR.

The successful bidder will be required to operate the Project in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Investor will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Building and that the relationship with Federal Board of Revenue operates through channels of dialogue and transparency.

To ensure smooth operation and maintenance of the Building, the successful bidder shall:

- A well-designed and constructed building that meets the needs of its occupants and complies with safety and building codes. Utilize sustainable and durable materials to minimize future maintenance requirements. A comprehensive maintenance plan that covers routine inspections, repairs, and upgrades to identify and fix issues promptly;
- Implementation of robust security measures to ensure the safety of occupants and property. This may include surveillance cameras, access control systems, security personnel, and emergency response protocols. Conduct regular drills and provide training to building occupants and employees to respond to emergencies;
- Ensure timely collection of rents and allocate funds for maintenance, repairs, and improvements;
- Establish clear and transparent contracts with service providers and vendors to ensure continuity and efficiency in building operations;
- Foster open communication with tenants to address their concerns promptly. Consider setting up a digital platform for tenants to report issues and stay updated on building announcements;
- Provide ongoing training to building staff, including security personnel, maintenance workers, and property managers, to keep them updated on industry best practices and safety measures.

Successful bidder shall be entitled to the following during the concession term:

- Collect revenue from the Building operations;
- Arrange for association with one or more credit card systems for receipt collection;
- Open one or more bank account(s) in the name and title of the tradename of the Project. That account shall be opened in an internationally recognized bank with good standing chosen by Federal Board of Revenue, this account(s) will be used by

the Successful Bidder for depositing revenue collected from the Building's operation and for disbursements of the entire cost and expense of maintaining, conducting and supervising the operation of the Building.

- Recruit, interview, and hire employees of the Building and pay from the bank account(s) of the Building, salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Building and for the purchase of all operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Building;
- Maintain a clean and hygienic environment by hiring professional cleaning services to clean common areas, hallways, and restrooms regularly and promote energy-efficient practices and encourage tenants to adopt sustainable habits. This may include using LED lighting, encouraging recycling, and reducing water consumption.
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for revenues, rates, clientele structure, sales terms for commercial area and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in the Building.
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Building and File such tax returns relating to the Building operations as may be required under the laws of Pakistan.

FBR Reserved Apartments:

- FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Rules. FBR to discuss the project with the Ministry of Housing stating that the project is offering 1, 2 and 3 beds apartments to its officials in accordance with the following entitlement:
 - A. Grade 17, 18 = One bed apartments
 - B. Grade 17, 18 and 19 = Two bed apartments
 - C. Grade 19, 20, 21 and 22 = Three bed apartment
- FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 35,898/-
19	Rs. 46,816/-
20	Rs. 50,079/-
21	Rs. 71,107/-
22	Rs. 89,230/-

- In case the FBR reserved apartments remain vacant for more than a month, Concessionaire shall have a right to give FBR reserved apartments on market rent in accordance with the procedure laid down in the Agreement. In case of renting of the FBR-reserved apartment by the Concessionaire to the general public, the Concessionaire shall retain an amount equivalent to the average of the ceiling rates, prevalent at the time, as per the entitlement of FBR officials for the type of apartment, and shall pass on the excess to the FBR from the monthly rent received from the tenant. For instance, concessionaire is renting out 3 bed apartments reserved for FBR, the revenue share of FBR will be:
 = Monthly rent earned - ((Ceiling of Grade 20 + Ceiling of Grade 21 + Ceiling of Grade 22)/3)

Service Level Agreements for O&M Phase:

The Concessionaire shall prepare an O&M plan to cater to the following Service Level Agreements (SLAs).

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency Repairs (Plumbing)	Critical issues that threaten	Immediate (Within 30)	Within 4 hours	Uptime of critical systems (e.g., fire alarms, elevators)	- Scheduled maintenance outages

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
ng leaks, electrical outages, fire safety issues)	n safety or habitability.	minutes of notification)			
Urgent Repairs (Loss of heat/AC, major appliance failure)	Issues causing significant discomfort or inconvenience.	Within 2 hours of notification	Within 24 hours	Resident satisfaction surveys	- Parts availability delays (documented)
Routine Maintenance Requests (Lightbulb replacement, leaky faucet)	Non-urgent repairs that maintain functionality and comfort.	Within 1 business day of notification	Resolved within 3 business days	Work order completion rate	- High volume of requests (managed expectations)
Building Cleanliness	Common areas (lobbies, hallways, grounds) maintained in a clean and presentable condition.	Daily cleaning	Visible cleanliness upon inspection	Regular inspections	- Acts of God (e.g., sudden snowstorm)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Amenity Functionality	Amenities (pool, gym, clubhouse) functioning properly and available for resident use.	Daily inspections	Resolved within 24 hours of reported issue	Uptime of amenities	- Scheduled maintenance outages
Noise Complaints	Addressing excessive noise disturbances from residents.	Respond within 1 hour of complaint	Resolved within 24 hours (progressive action may take longer)	Resident satisfaction surveys	- Construction (pre-approved by residents)
Resident Communication	Timely notification of maintenance issues, building updates, and emergencies.	As soon as possible, but no later than 24 hours	Utilize multiple channels (e.g., email, text, building notices)	Communication logs	- Urgent situations requiring immediate action
Pest Control	Addressing identified pest concerns within the unit or	Within 24 hours of notification	Resolved within 7 days (may require follow-up visits)	Pest-free environment	- Persistent infestations requiring specialized treatment

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	common areas.				
Package Delivery	Secure receipt and notification of resident packages.	Same or next business day of delivery	Residents notified within 24 hours	Package tracking system	- Delivery service delays
Guest Parking	Availability of designated guest parking spaces.	At least 2 guest spots available at all times	N/A	Percentage of guest parking availability	- Special events with pre-approved parking limitations
Security Concerns	Addressing security breaches or malfunctioning security systems.	Immediate (Within 30 minutes of notification)	Resolved within 24 hours	Functionality of security systems & resident satisfaction surveys	- False alarms
Move-In/Move-Out Procedures	Ensuring a smooth transition for residents.	Pre-move-in inspection scheduled within 48 hours of request	Unit returned to satisfactory condition within 1 week of move-out	Completion of move-in/out checklists	- Unforeseen damages requiring additional repairs
Maintenance Requests (Cosmet	Addressing non-urgent aesthetic	Responded to within 3 business days	Resolved within 7 business days	Work order completion rate	- High volume of requests (managed expectations)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
ic)	repairs (paint touch-ups, minor scratches).				
Landscaping & Snow Removal	Maintaining a well-groomed and safe outdoor environment.	Daily upkeep for landscaping, within 24 hours after snowfall for snow removal	Visually appealing grounds and clear walkways	- Severe weather conditions impeding service	
Appliance Replacements	Replacing major appliances in case of malfunction.	Within 2 business days of confirmed appliance failure	Replacement installed within 7 business days (may depend on part availability)	Appliance functionality	- Parts availability delays (documented)
Structural Inspections	Scheduled professional inspections to identify potential problems.	Annually or as recommended by a structural engineer	Inspection report outlining findings and recommendations	Completion of inspections & documented reports	- Acts of God (e.g., earthquake) triggering immediate inspection

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Preventative Maintenance (Building Envelope)	Routine maintenance of roof, exterior walls, and foundation to prevent water damage and structural issues.	Biannually (Spring & Fall)	Identified issues addressed before next inspection cycle	Upkeep records and visual inspections	- Unforeseen emergencies requiring immediate repairs
HVAC System Maintenance	Regular servicing of heating, ventilation, and air conditioning systems.	Quarterly or as per manufacturer's recommendations	Optimal system performance and resident comfort	Maintenance	-
Plumbing & Electrical					
Leaky pipes (faucets, showers, toilets)	Addressing leaks that cause water damage or disrupt functionality.	Within 24 hours of notification	Repaired to stop leaks within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring replacement of fixtures (documented)
Clogged drains (excluding hair)	Addressing clogged drains	Within 1 business day of notification	Resolved within 2 business days	Work order completion rate and resident satisfaction surveys	- Hair clogs considered resident responsibility

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
clogs)	that significantly impede water flow.	on			
Running toilets	Addressing toilets that continuously run and waste water.	Within 1 business day of notification	Repaired to stop running within 3 business days	Work order completion rate and resident satisfaction surveys	- Major repairs requiring replacement of toilet parts (documented)
Faulty light fixtures (excluding burnt-out bulbs)	Addressing malfunctioning light fixtures (switches, wiring issues).	Within 2 business days of notification	Repaired to functional condition within 5 business days	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring rewiring (documented)
Electrical outlet malfunctions	Addressing non-functioning outlets or flickering lights potentially indicating electrical problems.	Within 24 hours of notification	Resolved within 48 hours (may require electrician)	Work order completion rate and resident satisfaction surveys	- Scheduled power outages by utility company

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Smoke detector battery replacements		Pre-emptive as per manufacturer recommendations	Batteries replaced during routine maintenance or within 24 hours of resident notification	Up-to-date smoke detector maintenance records	-
Heating & Cooling					
Malfunctioning thermostats	Addressing thermostats that are not regulating temperature properly.	Within 1 business day of notification	Repaired to functional condition within 3 business days	Work order completion rate and resident satisfaction surveys	- Parts availability delays (documented)
Uneven heating/cooling in the unit	Addressing significant temperature variations within the unit.	Within 2 business days of notification	Resolved within 5 business days (may require additional inspection)	Temperature readings documented during inspection	-
Air filter replacements		Scheduled replacements as per manufacturer's recommendation	Filters replaced during routine maintenance or within 48 hours	Up-to-date air filter replacement records	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
		Conditions	of resident request		
Safety & Security					
Faulty door locks	Addressing malfunctioning door locks (broken keys, jammed mechanisms) that compromise security.	Within 24 hours of notification (priority)	Repaired to functional condition within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring door replacement (documented)
Broken intercom systems	Addressing non-functioning intercom systems that hinder communication and security.	Within 24 hours of notification (priority)	Repaired to functional condition within 72 hours	Uptime of intercom system and resident satisfaction surveys	- Parts availability delays (documented)
Malfunctioning fire extinguishers (inspection & maintenance)		Scheduled inspections as per fire code regulations	Extinguishers serviced and tagged within designated timeframe	Up-to-date fire extinguisher maintenance records	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
			e		
Emergency exit path lighting checks		Regularly scheduled inspections	All emergency lights functioning during inspections	Documented inspection reports	-
Interior & Common Areas					
Painting touch-ups (for reported minor damage)	Addressing minor scuffs, scratches, or nail holes on walls.	Responded to within 3 business days	Completed touch-ups within 7 business days	Visual inspection and resident satisfaction surveys	- Extensive damage requiring repainting of sections (managed expectations)
Carpet cleaning (scheduled or based on resident requests)		Scheduled deep cleaning (e.g., annually) or within 48 hours of resident request (for spills/accidents).	Cleaned carpets upon completion of service	Resident satisfaction surveys and documented cleaning schedule	-
Repairing minor drywall damage (e.g., small holes)	Addressing small holes, cracks, or dents in drywall	Responded to within 3 business days	Repaired to smooth finish within 7 business days	Work order completion rate and resident satisfaction surveys	- Extensive damage requiring replacement of drywall sections (managed expectations)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Replacing burned-out light bulbs in common areas		As identified during routine inspections or within 24 hours of resident notification		All lights functioning in common	

F. Handback

Upon completion of the Concession Period or otherwise as provided in the Concession Agreement, the Concessionaire shall hand back the Project to FBR in accordance with the Concession Agreement read with Handback Requirements as may be mutually agreed in the Concession Agreement. Such requirements shall include:

Category	Requirement	Description
Asset Condition	Quality Standards	<p>Apartments must meet agreed-upon quality standards at handover. An independent inspection may be required for:</p> <ul style="list-style-type: none"> • Functional aspects (doors, windows, plumbing fixtures) • Finishes (paint, flooring, countertops) • Common areas (lobbies, landscaping, amenities)
Asset Condition	Residual Life Assessment	<p>An assessment determining the remaining useful life of the buildings will be carried out by the Independent Consultant to be hired with mutual agreement of FBR to assess factors like:</p> <ul style="list-style-type: none"> • Major building systems (HVAC, plumbing, electrical) • Planned maintenance history
Operational Documents &	Operation & Maintenance	Detailed manuals outlining operation and maintenance procedures for building systems must be provided including:

Category	Requirement	Description
Knowledge Transfer	Manuals	<ul style="list-style-type: none"> Recommended preventative maintenance schedules Spare parts lists and supplier information Troubleshooting guides for common issues Specific maintenance requirements for high-end finishes (e.g., stone countertops, wood flooring)
Operational Documents & Knowledge Transfer	As-built Drawings & Warranties	<p>Handover of all construction drawings and any remaining warranties for building components. This could include:</p> <ul style="list-style-type: none"> Architectural drawings Structural engineering plans Mechanical, electrical, and plumbing (MEP) drawings Warranties for major building components (roofing, elevators) Warranties for high-end appliances
Operational Documents & Knowledge Transfer	Staff Training	<p>FBR staff should be trained on operating and maintaining the buildings, potentially with a knowledge transfer period. Training would cover:</p> <ul style="list-style-type: none"> Building systems operation Emergency procedures Tenant management Regulatory compliance Specific maintenance tasks for high-end finishes and appliances
Financial Considerations	Security Deposits	<p>Return of any security deposits held by the Concessionaire, depending on the condition of the assets at handback.</p> <ul style="list-style-type: none"> Deductions may be made for any necessary repairs identified during the handover inspection, particularly those related to excessive wear and tear beyond normal depreciation.
Financial Considerations	Unresolved Dues	Settlement of any outstanding fees or charges related to the project, such as:

Category	Requirement	Description
		<ul style="list-style-type: none"> Unpaid rent or utility bills from tenants Outstanding maintenance costs Final performance penalties (if applicable)
Environmental Considerations	Environmental Site Assessment	<p>A report assessing any potential environmental liabilities associated with the property. This would include:</p> <ul style="list-style-type: none"> Asbestos or lead paint testing Soil or groundwater contamination
Records & Data	Project Records	<p>Handover of all relevant project records, including:</p> <ul style="list-style-type: none"> Construction documents Financial records Tenant information (with appropriate privacy considerations) Operational logs and reports Maintenance records detailing work performed on apartments and common areas
Insurance	Insurance Documentation	Transfer of any remaining insurance policies related to the property to FBR.
Dispute Resolution	Dispute Resolution Mechanism	Outline the process for resolving any disagreements that may arise during the handback process, potentially referencing the original concession agreement.
Apartment Maintenance	Reserve Fund for Major Repairs	A reserve fund set aside to cover the cost of major repairs during the Concession Period should be handed over, along with a plan for its future use. This ensures that PFR has resources for capital expenditures like roof replacement or building envelope repairs.
Apartment Maintenance	Spare Parts Inventory	Providing a sufficient inventory of spare parts for critical building systems and high-end finishes to minimize downtime during repairs.

All costs shall be borne by the Concessionaire in this regard. The Concessionaire shall also provide a Transfer Bond to comply with the requirements of the Handback Requirements.

G. Project Clearances

Federal Board of Revenue will facilitate Successful Bidder in securing all necessary approvals from Public Sector Entities for smooth implementation of the Project.

H. Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain for themselves on their own responsibility, all information that may be necessary for preparing the Proposal and for assessment of construction/ development, operations and maintenance needed at the site. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder's own expense.

I. Key Dates

The sequence of activities to be performed and their tentative schedule is as follows:

Activities/ Phases	Tentative Timeline
Issuance of RFP	dd/mm/yyyy
Pre-bid meeting	dd/mm/yyyy
Submission of Bids and opening of Technical Proposals	dd/mm/yyyy
Evaluation of the Technical Proposal, opening of Bid Offer and selection of successful Bidder	dd/mm/yyyy
Issuance of Letter of Award (LoA) to successful Bidder	dd/mm/yyyy
Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Design Phase	Right after completion of Financial Close

Construction Phase	Within 3 years after the signing of agreement
Commercial operations Phase	4th Year after completion of construction phase
Expiry of Concession Period i.e. Construction Time (3 years) + Operations	At end of 25th year of the date of signing of Concession Agreement
Handing over of the Project to FBR	After the concession period

PART- IV- BID OFFER

LETTER OF BID OFFER

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated [--] and issued by [--] (the “**Procuring Entity**”) (the “**Bidding Documents**”).

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _____ and _____] hereby declare that:

- (a) With reference to your Bidding Document dated [--] I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- (b) We hereby submit our Bid Offer of ____ number of apartments reserved for FBR officials, as specified in the annexed Form of Bid Offer.
- (c) We are making this Proposal after taking into consideration all the terms and conditions stated in the Bidding Document and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the Bid Offer.
- (d) We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the bidding document.
- (e) As security for due performance of the undertakings and obligations of this Bid, we submitted a Bid Security in the amount of PKR 10 Million which was enclosed with the Technical Proposal.
- (f) I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (g) I/ We believe that we/ our JV satisfy(s) the Technical & Bid Criteria and meet(s) the requirements as specified in the Bidding Document.
- (h) I/ We declare that we/ any Member of the JV, or our/ its Associates are not a Member of any other JV submitting the Bid for this Project
- (i) All partners of our JV shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof;
- (j) We understand that you are not bound to accept the highest or any bid you may receive.

(k) We do hereby declare that our Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Project Works.

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

[Seal]

FORM OF BID OFFER

[Bidder's Letterhead]

1. Share of FBR in Apartment

Sr. #	Description	Quoted FBR Share in Apartments															
1.	Number of Apartment offered to FBR*	Share in Apartments (%) =															
		Share in Apartments (No.) =															
		**Room wise Allocation of Offered Apartments (No.)															
		<table border="1"> <thead> <tr> <th>Type</th> <th>Proportion</th> <th>Total Share (No.)</th> </tr> </thead> <tbody> <tr> <td>1-Bed</td> <td>20%</td> <td></td> </tr> <tr> <td>2-Bed</td> <td>30%</td> <td></td> </tr> <tr> <td>3-Bed</td> <td>50%</td> <td></td> </tr> <tr> <td colspan="2">*Total Apartments</td> <td></td> </tr> </tbody> </table>	Type	Proportion	Total Share (No.)	1-Bed	20%		2-Bed	30%		3-Bed	50%		*Total Apartments		
		Type	Proportion	Total Share (No.)													
1-Bed	20%																
2-Bed	30%																
3-Bed	50%																
*Total Apartments																	
2.	Estimated Project Cost (PKR)																

**The Bidder shall ensure maximum utilization of the Project's covered area in accordance with the applicable standards and bye-laws.*

**Offered apartments should not be less than 40% of the total apartments*

***Room Allocation for Each Room Type should be in strict proportion of the ratio prescribed*

Note:

Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

a) if there is a discrepancy between share of offered apartment by type and the total number of apartments offered that is obtained by multiplying the proportion of apartment type and total apartments, the total number of apartments as quoted shall govern and the apartments by type shall be corrected;

b) if there is an error in a total corresponding to the addition of apartments by type, the total shall prevail and sub-total shall be corrected; and

c) Where there is discrepancy between grand total of apartments by type and number mentioned on the Form of Bid, the amount referred in the offer Schedule shall be treated as correct subject to elimination of other errors.

The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 13.6

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

[Seal]



FEDERAL BOARD OF REVENUE

BIDDING DOCUMENT

For

***Hiring of Concessionaire for Development &
Operations of Multi-storey Residential
Apartments Building on FBR land situated
in Gulistan-e-Johar Karachi on Design-
Build-Finance-Maintain-Operate & Transfer
(DBFMOT) Mode***

**THIS REQUEST FOR PROPOSAL (RFP) INVITES INVESTORS ONLY FOR THE
FBR PROPERTY LOCATED IN GULISTAN-E-JOHAR KARACHI.**

July 18th , 2024

FOREWORD

1. This Bidding Document has been structured in the following manner:

A. Bidding Document Part I: Bidding Instructions

- a).... Invitation to Bid;
- b).... Instruction to Bidders
 - Project Description;
 - Requirements for Bidder's Responsiveness, Eligibility and Qualification
 - Submission of Bids.
 - Bid Evaluation Process and Selection of Successful Bidder
- c).... Bidding Data Sheet
- d).... Bid Forms and Schedules

B. Bidding Document Part II: Draft Concession Agreement

C. Bidding Document Part III: Scope of the Project & Technical Specifications

- a).... Scope of the Project
- b).... Design and Construction Requirements;
- c).... O&M Requirements; and
- d).... Hand Back Requirements.

D. Bidding Document Part IV: Bid Offer

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IMPORTANT NOTICE

These Bidding Documents are being issued to the interested Bidders by the Procuring Entity solely for use in preparing and submitting their Bid for participation in the competitive bidding process being conducted by the Procuring Entity for the purposes of selection of a Successful Bidder to execute Project Works in relation to the **“Construction and O&M of Residential Apartments Building on FBR’s property situated in Gulistan-e-Johar, Karachi on Public-Private Partnership (PPP) Mode ”** in accordance with the Request for Proposal

The Bids will be reviewed in accordance with the Laws applicable in Pakistan. Neither the Procuring Entity, nor its employees, personnel, agents, consultants, 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 Bidding Process and the same shall have no liability for these Bidding Documents or for any other written or oral communication transmitted to the Bidders in the course of the evaluation of Bids. Neither the Procuring Entity nor its employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the Bidders for any costs, fees, damages or expenses incurred by the Bidders in evaluating or acting upon these Bidding Documents or otherwise in connection with the Services. Any Bid submitted in response to these Bidding Documents by any of the Bidders shall upon full understanding and agreement of any and all terms of these Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in these Bidding Documents.

Any Bid that is 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 these Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of these Bidding Documents and all information provided by the Procuring Entity. The Procuring Entity (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 Entity (including its employees, personnel, agents, consultants, advisors and contractors etc.) in this regard.

These Bidding Documents do not constitute a solicitation to invest, or otherwise participate, in the Bidding Process, neither shall it constitute a guarantee on part of the Procuring Entity that the Concession Agreement will be awarded.

All information, assumptions and projections contained in the RFP including its appendices are indicative only and are provided solely to assist in a preliminary assessment of the Project. Nothing in these documents or elsewhere shall create any contractual relationship between FBR and any Bidder, nor shall it commit FBR to any policy described in these documents or elsewhere and neither Government of Pakistan nor FBR or any of its consultants or advisers will have any liability or responsibility if the information, assumptions or projections contained herein or otherwise in respect of the Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections contained in these documents or elsewhere.

PART – I

SECTION - I: LETTER OF INVITATION TO BID

To,

M/s. _____

Dear Mr./Ms.

Federal Board of Revenue invites sealed bids from interested Firms/ Group/Companies/Operators (as single entity or JV) for **“Development & Operations of Multi-story Residential Apartments on FBR land situated in Gulistan-e-Johar on Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Mode”** under Public Procurement Rules, 2004 (the **“Procurement Rules”**).

1. The bidding process is open to all parties who meet the eligibility criteria as laid down in the Bidding Document.
2. Bidding Documents will be issued to interested Bidder upon submission of an application on an original letterhead along with tender processing fee (non-refundable) amounting to PKR 10,000/- (Pakistani Rupees Ten Thousand) in cash.
3. Details of the Project Works are provided in the Scope of the Project & Technical Specifications (**Part III**) of the RFP Document
4. Open competitive bidding will be conducted and the Concessionaire will be selected using **Single Stage Two Envelope (SSTE)** procedures, in accordance with the Rule 36(b) of Procurement Rules.
5. It is mandatory for proposals to be made using the standard forms provided in the Bidding Documents. Bids that are not prepared in the prescribed format may not be considered for evaluation. If any information required in the forms is missing, or is not written in the indicated location, no credit will be given during evaluation for such omission.
6. Pre-bid meeting will be held to explain the details of the Bidding Document to interested bidders as per following details:

Date	August 5, 2024
Time	[2:00 PM] PKT (Pakistan Standard Time)
Venue	Chief Projects, Room no. 713, 7 th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.
Phone #	+92 519209659

7. 1 (one) original and 2 (two) copies along with 1 (one) soft copy in USB of “**Technical Proposal**” and 1 (one) original of “**Bid Offer**” in the prescribed forms given in the Bidding Documents, separately sealed, signed & stamped as per Clause 15 of the BDS, must be delivered to the address given below by September 04, 2024 not later than [1:30 PM] **PKT (Pakistan Standard Time)**.

OPENING OF BIDS: September 04, 2024 at [2:00 PM] PKT (Pakistan Standard Time)

ADDRESS: Chief Projects, Room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.

PHONE # +92 51 9209659

8. The Technical Proposal will be opened on the same day in the presence of the representatives of the Bidders who may wish to attend. The Bid Offer of only technically qualified Bidders will be opened at a time and date to be specified.
9. Technically qualified bidder offering the highest number of apartments (not less than 40% of the total apartments) to FBR for its employees in the proportion of single bed 20%, two bed 30% and three bed 50% shall be declared as successful.
10. The Procuring Entity may reject all proposals at any time prior to the acceptance of a proposal as per Rule 33 of the Procurement Rules.
11. Bidding documents can be downloaded from FBR (<https://www.fbr.gov.pk/tenders>) website or PPRA (www.ppra.org.pk). Bidding Documents available on websites are for information purposes. However, for submitting Bids the interested firms/companies can obtain any information and purchase Bidding Documents upon cash payment of PKR 10,000 (Pakistani Rupees Ten Thousand) (non-refundable)).

YOURS SINCERELY,

Chief Projects
FBR House Constitution Avenue
Islamabad
Tel: +92 519209659

SECTION - II: INSTRUCTIONS TO BIDDERS

A: DEFINITIONS

- (a) **“Agreement”** means agreement for Construction and O&M of Residential Apartments on FBR land situated in Gulistan-e-Johar, Karachi on PPP Mode, to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document.
- (b) **“Bid/Proposal”** means Technical Proposal, Bid Offer and other related documents submitted by the Bidder in response to the Invitation to Bid and ITB.
- (c) **“Bidder(s)”** means any reputable & registered Firm/ Group/Company/Operator (as a single entity or JV) who have submitted Bids in response to this Bidding Documents and who have duly purchased the Bidding Documents from the Procuring Entity
- (d) **“Bidding Data Sheet” or “BDS”**, means Section III of the Bidding Documents.
- (e) **“Bidding Documents”** means the documents prepared by the Procuring Entity for the selection of the Bidder dated [--] and bearing reference number [--] consisting of 3 (three) parts as detailed in the Instructions to Bidders, specifically Sub-Clause 5.1 of the ITB on the basis of which the Bidders will prepare their Bids.
- (f) **“Bid Offers”** means the offer included in the Letter and Form of Bid Offer, as specified in Clause 19 of the ITB.
- (g) **“Bid Security”** means the bid security to be given by the Bidders, as detailed in Clause 13 of the ITB.
- (h) **“Bid Submission Deadline”** has the meaning given in the BDS.
- (i) **“Concessionaire”** means the SPV set up by the successful Bidder which will enter into the Concession Agreement.
- (j) **“Day”** means a working day in Pakistan.
- (k) **“Evaluation Committee”** means the evaluation committee set up under Sub-Clause 16.1 of the ITB in order to evaluate the technical and Bid Offers of the Bidders.
- (l) **“FBR”** Federal Board of Revenue, a federal law enforcement agency of Pakistan.
- (m) **“GOP”** means the Government of Pakistan.
- (n) **“Instructions to Bidders” or “ITB”** means the instructions to bidders provided in Section II of Part I of the Bidding Documents.
- (o) **“Invitation to Bid”** means the letter included in the Section I of Part I, released/published by the Procuring Entity.
- (p) **“Joint Venture” or “JV”** means an association, with or without a legal personality distinct from that of its members, of more than one Bidder(s), registered in Pakistan or if not already registered, gets registered as SPV in Pakistan within 3 months from the date of issuance of Letter of Acceptance by the Procuring Entity. One member of the JV shall have the authority to conduct all business for and on behalf of any and all the

members of the JV, and the members of the JV shall be jointly and severally liable to the Procuring Entity for the performance of their obligations under the Agreement.

- (q) **“Lead Partner”** means the member of JV which will take the lead in the management of the Joint Venture’s affairs and which will provide the Joint Venture’s Representative for liaison with the Procuring Entity and, unless otherwise agreed by the Members, the Project Manager for execution of the Project Works;
- (r) **“Letter of Acceptance”** means the notification of award as specified in Clause 24 of the ITB.
- (s) **“Net Worth”** means the total net assets (total assets minus total liabilities) as stated in the audited financial statements of the Bidder.
- (t) **“Parties”** means the Procuring Entity and the Concessionaire or Bidder, as the case may be.
- (u) **“Procurement Rules”** means the Public Procurement Rules, 2004, as amended up to date.
- (v) **“Procuring Entity”** means the Federal Board of Revenue, with which the Concessionaire will sign the Agreement for the execution of the Project.
- (w) **“Performance Security”** means the performance security to be submitted by the successful Bidder as detailed in Clause 25 of the ITB.
- (x) **“Project”** means Design, Build, Finance, Maintain and Operate Residential Apartments Building on FBR land situated in **Gulistan-e-Johar, Karachi** and transfer Project Assets after the end of concession period to FBR.
- (y) **“Project Assets”** means the multistory residential building and other allied and associated infrastructure.;
- (z) **“Project Works”** means all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire pursuant to the Applicable Standards and shall include:
 - (a) the Construction Works and all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire until the Project Construction Completion Date;
 - (b) the Operations and Maintenance and all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire during the Operations Period;
- (aa) **“Proposal”** means the Technical Proposal and/or the Bid Offer, as the case may be.
- (ab) **“Real Estate Development”** business involving purchase of raw land and sale of developed land as well as renovation and leasing or renting out of existing buildings.
- (ac) **“Special Purpose Vehicle (SPV)”** refers to the limited liability company duly incorporated under the laws of Pakistan and organized and formed by the successful Bidder who has applied in JV or otherwise having sole and exclusive responsibility to undertake the Project pursuant to the terms of the Agreement. SPV must include all partners of the JV who have submitted the proposal for the Project. No change in the shareholding of the SPV is allowed without prior consent of Procuring Entity.

- (ad) **“Sub-Contractor(s)”** means any person(s) or entity(ies) to whom the Bidder would sub-contract part of the Project Works in accordance with the requirements of the Agreement and the Technical Specifications.
- (ae) **“Technical Proposal and Bid Offer”** mean the technical proposal and bid offer as specified in Clause 9.1 of the ITB.
- (af) **“Technical Specifications”** mean the terms of reference and technical specifications contained in Part III of the Bidding Document.

B. INTERPRETATIONS

In this Bidding Document, unless the context otherwise requires:

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or reenactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- c. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Bidding Document;
- d. the words "include" and "including" are to be construed without limitation;
- e. references to "construction" include construction drawings, engineering (including design), procurement, demolition or dismantling existing structures (if any), construction, testing, commissioning and other activities incidental to the construction;
- f. The term "maximum utilization" refers to the maximum number of dwelling units allowed in the design and building specifications proposed by the Bidder, while adhering to all relevant bylaws and best construction practices.
- g. any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;
- h. any reference to month shall mean a reference to a calendar month;
- i. the attached volumes of this Bidding Document or any addendum issued later on to provide further clarification to the Bidders, if any, form an integral part of this Bidding Document and shall be enforced and construed as though they were expressly set out in the body of this Bidding Documents;
- j. unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- k. any reference to Bidding Process shall mean the entire process commencing from issuance of Bidding Document until signing of Concession Agreement with the Concessionaire; and
- l. where there is any inconsistency in this Bidding Document with international commitments or obligations of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict, shall prevail.

C. INTRODUCTION

1. Project Description

- 1.1 **Background:** The Procuring Entity, as defined in the BDS, intends to utilize its property situated at Gulistan-e-Johar, Karachi, to develop residential apartments on PPP Mode, to address the housing needs of its employees.
- 1.2 **Scope:** A detailed project description and scope of work, that includes technical specifications and requirements of the Project for construction of multistory residential apartments, is attached as Part III of this Bidding Document.
- 1.3 **The Concession:** Procuring Entity envisages granting an exclusive and non-assignable Concession to the selected Bidder to undertake, develop, design, finance, construct, insure, commission, manage, operate, maintain and, at the end of the Concession Period, transfer to the Procuring Entity all the Project Assets. The Concession will also include the exclusive right, subject to the terms of the Concession Agreement, of the selected Bidder to collect revenue from the Project. The Concession Agreement shall include the terms and parameters of the Concession as contained herein.

As required under the law, the changes in the Draft Concession Agreement shall be kept to a minimum level; however, both the parties in good faith shall make efforts to protect the interests of each other for the success of the Project. Bidders are expected to address all of the aspects of the Draft Concession Agreement in their submissions. The form and content of the negotiated Concession Agreement are expected to conform closely to the Draft Concession Agreement included here as **Part-II**.

1.4 Non-negotiable Terms of Concession:

Following are the basic parameters of the Concession. The bidders are required to consider these parameters, as fixed and non-negotiable, for preparing their bid proposals:

- a) **Concession Period:** The Concession will be for a maximum period of Thirty (30) years, commencing from Effective Date i.e. signing of the Concession Agreement inclusive of financial close period.
- b) **Special Purpose Vehicle:** In the case of a JV, if the Successful Bidder's JV is unregistered, it shall be registered as a Special Purpose Vehicle (SPV) within one (1) month from the date of the Letter of Intent. The SPV must include all partners of the JV. The shareholding of the SPV should reflect the sharing ratio of the JV members as outlined in the JV agreement. No changes to the JV members are allowed without prior written consent from the Procuring Entity.
- c) **Financial Close Period:** The Concessionaire will have to

achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep Procuring Entity well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of Procuring Entity upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

- d) **Expenditures before Financial Close:** In case the Concessionaire is unable to achieve the Financial Close its Financial Close Bond shall be forfeited and Procuring Entity shall not be liable to any claim(s) (in part or as a whole) for any expense(s) that are incurred on, *inter-alia*, the preparation/submission of bid proposal, incorporation of the Project Company, negotiating the Concession Agreement or preparation of project design, whatsoever.
- e) **Construction Period:** Construction period for the Project will be for thirty-six (36) calendar months from the date of achievement of Financial Close.
- f) **Land/Concession Area:** Procuring Entity shall, at its own cost make available encumbrance free Concession Area to the Concessionaire.
- g) **Project Company:** The Successful Bidder will have to incorporate a private limited company with the Securities & Exchange Commission of Pakistan ("**SECP**") in the form of a special purpose vehicle ("**SPV**"), which will execute a Concession Agreement with Procuring Entity as Concessionaire.
- h) **Equity & Debt Requirement:** The Concessionaire shall be responsible for arranging project financing and shall be required to commit minimum thirty (30%) of the Project Cost while maximum seventy (70%) shall be arranged by the Concessionaire as Debt.
- i) **PPP Authority Fee:** The successful Bidder (as Concessionaire) shall pay to Public Private Partnership Authority ("P3A") an equivalent amount of 0.25 % of the Estimated Project Cost ("P3A Fee"), as quoted by the successful Bidder and accepted by Procuring Entity, within a period of thirty (30) days of achievement of Financial Close/ Appointed Date.
- j) **Penalties:** In the event that the Concessionaire does not comply with performance indicators given in the Concession Agreement and the Operations Manual, the Independent Engineer ("IE") shall make determination of the penalty amounts payable by the Concessionaire to Procuring Entity.
- k) **Independent Engineer & Independent Auditor:** The Concessionaire shall bear the entire cost of Independent Engineer ("IE") and Independent Auditor ("IA") and shall

make monthly payments to them after due verification of their invoices (in terms of their services and performance) by Procuring Entity's Representative.

- l) **Design Commitment:** The design must adhere to the construction standards and building specifications mentioned in Part III of the Bidding Documents and applicable bylaws, ensuring maximum utilization of the covered area.
- m) **FBR Share of Apartments:** The successful bidder will ensure that **at least 40%** of the apartments are reserved for rent to FBR officials from each apartment type. Proportions of apartments shall be as follows:
- 1 Bed = 20% of the total apartments
 - 2 Bed = 30% of the total apartments
 - 3 Bed = 50% of the total apartments
- n) **Rent Charged from FBR Officials:** FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Allocation Rules, 2002. FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 35,898/-
19	Rs. 46,816/-
20	Rs. 50,079/-
21	Rs. 71,107/-
22	Rs. 89,230/-

- o) **Project Risks:** The Concessionaire, *inter-alia*, shall exclusively bear the risks of demand including occupancy and cost & time overrun, financing, all commercial risks, design, construction, performance and insurance risks. FBR shall share the risk of change in law, force majeure and political risk.
- p) **Taxation Framework:** The Concessionaire shall be liable to pay all applicable taxes of the Federal or Provincial Government of Pakistan. The bidders must show in their Financial Model the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of Project Assets.
- q) **Transfer of Project:** At the end of the Concession Period, the Project shall be returned to Procuring Entity in a well-maintained operational condition, meeting the building quality standards and all other hand back requirements at a consideration of PKR 1.00 (Pak Rupee One only) to FBR as per Handback Requirements prescribed in the Concession Agreement.

2. Eligible Bidders

- 2.1 Bidding is open to all eligible bidders as defined in definitions and Bidding Data Sheet.
- 2.2 All partners of any JV submitting a Bid shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.4 of the ITB below as well as in the Letter of Technical Proposal, Letter of Bid Offer and Agreement (in case of a successful Bidder).
- 2.3 One of the JV partners shall be nominated as being in-charge (the “**Lead Partner**”) and this authorization shall be evidenced by submitting a power of attorney, duly executed in accordance with Pakistan law requirements, signed by legally authorized signatories of all the JV partners. The Power of Attorney shall be notarized by local notary public. The format of the required Power of Attorney is appended hereto as Schedule J.
- 2.4 The Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV.
- 2.5 The JV Agreement shall specify the sharing ratio of the respective JV Members in the JV. The sharing ratio of the JV Member designated as the Technical Member, who must be registered with the PEC, shall not be less than twenty percent (20%) of the total share.
- 2.6 A certified true copy of the duly executed and binding agreement entered into by the JV partners shall be submitted with the Bid stating the conditions under which the JV will function, share of each of the JV partners in the JV, its period of duration, the persons authorized to represent the JV and the identity of the persons which shall be directly responsible for due performance of the Project Works under the Agreement, and any other information necessary to permit a full appraisal of the functioning of the JV. No amendments / modifications whatsoever in the JV agreement (Schedule L) shall be agreed to between the JV partners without prior written consent of the Procuring Entity.
- 2.6 A Bidder shall not have any conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A

Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if *inter alia*

- a. they have controlling shareholders in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e. No bidder or any affiliated entity that participated as a consultant in the preparation of the design or technical specifications forming the subject of this bid may submit a bid. This list of circumstances that may constitute a conflict of interest is not exhaustive, and the procuring entity reserves the sole discretion to determine when a conflict of interest exists

2.7 A firm may not, in the sole determination of the Procuring Entity, be eligible to participate in Bids for the Project while under sanction (including but not limited to blacklisting) by the GoP or provincial government. A Bid from a sanctioned firm will be rejected.

2.8 One Bidder shall submit only one Bid and if one Bidder submits more than one bid, being consortium partner with another bidder, the Procuring Entity shall reject all such Bids.

3. Eligible Material & Equipment

3.1 All material and equipment to be mobilized under the Project shall have their origin in eligible source countries and all expenditure made under the Project will be limited to such material and equipment. For this purpose, ineligible countries are stated in _____ titled as "Eligible Countries".

3.2 For purpose of this Clause, "origin" means the place where the material, equipment is produced, manufactured or processed, or through manufacture, procession or assembly, another commercially recognized articles results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.

4. Cost of Bidding

4.1 The Bidders shall bear all costs associated with the preparation and submission of their respective Bids and the Procuring

Entity shall in no case be liable for such costs, regardless of the conduct or outcome of the bidding process

D: PREPARATION OF BIDS

5. Contents of Bidding Documents

5.1 In addition to the Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any schedules or addenda issued in accordance with Sub-Clause 7.1 of the ITB.

- a. **Part I:** Instructions to Bidders & Bidding Data Sheet Schedules to Bid comprising the following:
 - i) Schedule A-1: Bidder's Profile
 - ii) Schedule A: Project Works Data
 - iii) Schedule B: Work to be Performed by Sub-Contractors
 - iv) Schedule C: Proposed Programme of Project Works
 - v) Schedule D: Method of Performing Project Works
 - vi) Schedule E: CVs of Proposed staff
 - vii) Schedule F: Integrity Pact
 - viii) Schedule G: Letter of Technical Proposal
 - ix) Schedule H: Form of Bid Security
 - x) Schedule I: Form of Power of Attorney for purposes of Clause 14.6 of the ITB
 - xi) Schedule J: Form of Power of Attorney for purposes of Clause 2.3 of the ITB (required if Bidder is a JV)
 - xii) Schedule K: Checklist
 - xiii) Schedule L: Standard Form of JV Agreement
- b. **Part II:** Agreement
- c. **Part III:** Scope of the Project and Technical Specifications of the Project
- d. **Part IV:** Bid Offer – Letter and Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

- 5.3 The Bidders shall obtain the Bidding Documents directly from the Procuring Entity in the manner specified in the advertisement. Bidding Documents obtained from any other source shall not be valid.

6. Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may make a request for clarification from the Procuring Entity in writing on the letterhead of the Bidder, and such request for clarification shall be sent to the Procuring Entity's address indicated in the BDS.
- 6.2 The Procuring Entity shall only consider a request for clarification received at least 5 (five) days prior to the deadline for the submission of Bids. Clarification requests received after this time shall not be entertained. The Procuring Entity shall respond to any request for clarification received within the stipulated time at least two (2) working days prior to the deadline for the submission of Bids. Copies of the Procuring Entity's response shall be forwarded to all prospective Bidders who have received the Bidding Documents, including a description of the enquiry but without identifying its source.
- 6.3 The Bidder or its designated, authorized representative may attend a pre-bid meeting, on the date, time and venue indicated in the Invitation to Bid. The purpose of such meeting shall be to clarify issues and to answer questions on any matter that may be raised.
- 6.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meetings, shall be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with the Invitation to Bid. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the procedure prescribed in Clause 7 below of the ITB.
- 6.5 The Procuring Entity shall not be bound by any verbal interpretation of the Bidding Documents, which may be made

by the Procuring Entity or any of the Procuring Entity's representatives. Only interpretations made in writing by the Procuring Entity in accordance with the procedure sets forth in this Bidding Documents shall be binding.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.
- 7.2 Any addendum issued pursuant to Sub-Clause 7.1 of the ITB shall be deemed to form part of the Bidding Documents and shall be communicated in writing to all Bidders who have acquired the Bidding Documents within 2 (two) days of the Procuring Entity's approval of the addendum. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.
- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for submission of Bids.

8. Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in the English language. Any printed literature furnished by a Bidder may be written in another language, so long as the same is accompanied by an English translation. For purposes of interpretation of quotation Bid, the English translation shall govern.

9. Documents Comprising the Bid, Technical Proposal, Bid Offers and Sub-Contracting

- 9.1 The Technical Proposal to be prepared by the Bidder shall be comprised of the following documents:
- (a) Schedule A-1: Bidder's Profile
 - (b) Schedule A: Project Works Data
 - (c) Schedule B: Work to be Performed by Sub-Contractors,
 - (d) Schedule C: Proposed Programme of Project Works
 - (e) Schedule D: Method of Performing Project Works
 - (f) Schedule E: Curriculum Vitae of Proposed Professional Staff

- (g) Schedule F: Integrity Pact
 - (h) Schedule G: Letter of Technical Proposal
 - (i) Schedule H: Bid Security furnished on the Form of Bid Security in accordance with Clause 13 of the ITB.
 - (j) Schedule I: Power of Attorney furnished in accordance with Sub-Clause 14.6 of the ITB.
 - (k) Documentary evidence furnished in accordance with Clause 11 of the ITB
 - (l) Documentary evidence furnished in accordance with Clause 12 of the ITB.
- (a) The Offers to be submitted by the Bidder shall comprise the Bid Offer Letter in accordance with format provided in Part IV of this RFP.
- 9.2** The Bid shall comprise of two envelopes submitted in accordance with Clause 15 of the BDS, one called the Technical Proposal and the other called the Bid Offer containing the respective documents listed in Clause 9.1 of the ITB, both envelopes enclosed together in a single outer envelope.
- 9.3** All documents listed under Sub-Clause 9.1 of the ITB shall be submitted using the relevant forms. The documents must be completed by the Bidder without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 9.4** The Bidder shall furnish the Technical Proposal and a Bid Offer as specified in Sub-Clause 9.1 of the ITB, including all particulars as specified in the Bidding Documents, in sufficient detail to demonstrate the adequacy of the Bidder to meet the requirements thereof. No amendments to the Technical Proposal or Bid Offer may be made during the period of evaluation unless permitted by the Bidding Documents.
- 9.5** The Bidder shall give details as prescribed in Schedule B to Part I of the Bidding Documents of the Sub-Contractors to whom the Bidder intends to sub-contract a part of the Project Works. The Bidder is free to list more than one Sub-Contractor, but up to a maximum of 3 (three) Sub-Contractors against each item of the Project Works. The bidder shall obtain a declaration from nominated sub-contractors for the proposed Project Works to be performed on their respective

letterheads.

10. Sufficiency of Bid

- 10.1** Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid entered in the Bid Offer forms.
- 10.2** The Bidder is advised to obtain for itself at his/her own cost and responsibility all information that may be necessary for preparing the Bid and entering into an Agreement for execution of the Project.

Provided that the Procuring Entity shall not be held liable, legally or financially, for the bid which is insufficiently provided by the bidder in material terms and conditions of the RFP.

11. Bidder's Responsive Conditions, Eligibility Requirements and Technical Qualification Criteria

- 11.1** The Bidder must possess the capability and the experience as stipulated in Bidding Data Sheet and the qualification criteria stipulated in the Bidding Documents.
- 11.2** Pursuant to Clause 9 and Sub-Clause 11.1 of the ITB, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Project Works, implement the Project, commissioning of the Project and perform such of the obligations as are detailed under the Agreement.
- 11.3** The Procuring Entity shall determine, to its satisfaction, during the evaluation of the Technical Bid, whether a Bidder is responsive, meets the eligibility and qualifying criteria specified in the ITB 18 and 20 of the BDS.

12. Documents Establishing Proposal Conformity to Bidding Documents

- 12.1** The documentary evidence submitted by the Bidder shall conform to the requirements laid down in the Bidding Documents.
- 12.2** The Bidder shall comply with the standards stipulated by the Procuring Entity in the Bidding Documents for the execution of the Project Works, including specifications as to human resources, materials and equipment, and ensure that such standards are reflected in the submitted Technical Proposal.

13. Bid Security

- 13.1** Each Bidder shall furnish, as part of its bid, a Bid Security equivalent to the amount stipulated in Bidding Data Sheet in the form a Bank Guarantee issued by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan in favor of the Procuring Entity. In case the guarantee is from a foreign bank, it shall be counter guaranteed by a scheduled bank (as per the requirements of the State Bank of Pakistan) in

Pakistan.

- 13.2** The Bid Security shall be submitted using the Form of Bid Security included as Schedule H. The Bid Security must include the complete name of the Bidder. The Bidder shall ensure that it takes all necessary steps to, maintain and keep valid the Bid Security until submission by the Concessionaire of a fully valid and effective Construction Performance Security in accordance with the terms of the Agreement. In the event the Bid Security expires prior to its expiry date, the Bidder shall ensure the extension of the validity of the Bid Security, at least [fifteen (15) days] prior to its expiry, so as to keep it valid and enforceable until the Bid Security expiry date. In the event of failure by the Bidder to ensure or keep valid or extend the validity of the Bid Security in accordance with this clause , the Procuring Entity shall have the right to encash the Bid Security at any time prior to its expiry to its full outstanding value at any time.
- 13.3** Any Technical Bid not accompanied by a substantially compliant Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 13.4** The Bid Security of unsuccessful Bidders shall be returned upon award of the Agreement to the successful Bidder or on the expiry of validity of the Bid Security, whichever is earlier.
- 13.5** The Bid Security of the successful Bidder shall be replaced with Financial Close Bond in accordance with Clause 25 of the ITB.
- 13.6** The Bid Security may be forfeited under either of the following circumstances:
- a) if a Bidder withdraws its Bid during the bid validity period (as specified in the BDS); or
 - b) if a Bidder does not accept the correction of his Bid Offer,
 - c) If a Bidder withdraws or modifies a proposal after the deadline for submission of proposals;
 - d) If a Bidder fails to enter into negotiations with FBR pursuant to ITB 24;
 - e) failure to submit its best and final offer within the time limit prescribed by FBR pursuant to ITB 24;

- f) failure to sign the Concession Agreement, if required by FBR to do so, after the proposal has been accepted; and
- g) failure to provide Financial Close Bond for the fulfillment of the Concession Agreement after the proposal has been accepted or to comply with any other condition prior to signing the Concession Agreement specified in this RFP.

14. Validity, Format, and Signing of Bids

- 14.1** Bids shall remain valid for the bid validity period stipulated in the BDS. A bid valid for a shorter period shall be rejected by the Procuring Entity as un-responsive.
- 14.2** In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request the Bidder to extend the period of validity of their respective Bids. The request, and responses to the request, shall be in writing. A Bidder may refuse the request and withdraw the Bid without forfeiting the Bid Security. A Bidder granting the request for extension in the Bid validity period shall not be required or permitted to modify its Bid.
- 14.3** All Schedules to the Bid are to be properly filled, completed and signed.
- 14.4** No alteration is allowed in the Letter of Technical Proposal or Letter of Bid Offer. In case of any alteration, the Bid shall be rejected by the Procuring Entity.
- 14.5** Each Bidder shall prepare the original and number of copies, as specified in the BDS, of the documents comprising the Bid as described in Clause 5 of the ITB and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, photocopies are also acceptable). The name and position held by each person signing the authorization must be written or typed below the signatures. The authorized person or persons shall be named by submitting a written Power of Attorney, notarized by local notary public (and in case of a Power of Attorney executed outside Pakistan, such Power of Attorney shall also be attested by the relevant Pakistan Embassy/Consulate), authorizing him to sign the Bidding Documents and to act on

behalf of the Bidder. All pages of the Bidding Documents shall be initialed by the authorized person or persons along with the affixed official seal. The format of the required Power of Attorney is appended hereto as Schedule I.

- 14.7** The Bid shall be delivered in person or sent by registered mail at the address as given in the BDS.
- 14.8** Any interlineations, erasures, or overwriting in the Bid shall only be valid if such interlineations, erasures or overwriting are signed or initialed by the person signing the Bid.
- 14.9** If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 14.10** If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

E SUBMISSION OF BIDS

- 15. Deadline for Submission, Sealing, Modification, Substitution & Withdrawal of Bids**
- 15.1** Sealed Bids must be received by the Procuring Entity at the address provided in BDS not later than the Bid Submission Deadline. The Bids shall be sealed in the manner specified in the Bidding Data Sheet.
- 15.2** Bidders shall submit their Bids by mail or by hand. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3** Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be returned unopened to such Bidder.
- 15.4** Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to Bid Submission Deadline.
- 15.5** Withdrawal of a Bid during the interval between the Bid Submission Deadline and the expiration of bid validity period (specified in the BDS) may result in forfeiture of the Bid Security pursuant to sub-clause 25.3 of the ITB.
- 15.6** In case any envelope is not sealed or marked as required in the Bidding Documents, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Bid.
- 15.7** The Procuring Entity may, at its discretion, extend the Bid Submission Deadline, by amending the Bidding Documents under the terms thereof, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 15.8** The Procuring Entity shall not consider any Bid that arrives after the Bid Submission Deadline. Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.

F. BID OPENING AND EVALUATION

16. Bid Opening

16.1 An evaluation committee, as constituted by the Procuring Entity for the evaluation of bids, shall open the Bids (including withdrawals, substitution and modifications made pursuant to Clause 15 of the ITB) in the presence of the Bidders' authorized representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. Technical Proposals shall be opened first. If the Bid Offer and Technical Proposal are submitted in one envelope, the Procuring Entity may reject the entire Bid.

The Bidders' authorized representatives who are present shall sign in a register evidencing their attendance.

16.2 Envelopes marked "Modification", "Substitution" or "Withdrawal" shall be opened and read out in that order (Modification first, Substitution second, and Withdrawal third) and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 15 of the ITB shall not be opened.

16.3 All Bidders' envelopes holding the Technical Proposal shall be opened one at a time, and the respective Bidder's name, bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, shall be announced by the Procuring Entity. The Procuring Entity shall record minutes of Bid opening.

Only Technical Proposals read out and recorded at the Bid opening as specified in this Clause 16.5 shall be considered for evaluation.

16.4 Not Used

16.5 The Procuring Entity shall prepare a record of the opening of Technical Proposals that shall include, at a minimum, the name of the Bidder and whether there is a withdrawal, substitution or modification, and the presence or absence of Bid Security, The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder's or a representative's signature shall not invalidate the

contents and effects of the record.

16.6 Procuring Entity shall use the evaluation criteria described in ITB 11, 12 and 18 of BDS to determine the most advantageous bid. The evaluation process will consist of a four-step approach that includes:

- responsiveness;
- eligibility;
- technical evaluation; and
- financial evaluation.

Procuring Entity shall evaluate responsive proposals in accordance with the criteria detailed in this **ITB 18 of the BDS** subsequent to meeting eligibility criteria given in the BDS. If it is assessed that the bidder does not meet the eligibility criteria, its proposals shall not be further evaluated. The Technical Proposals of only those bidders shall be evaluated who will qualify as eligible bidder.

At the end of the evaluation of the Technical Proposals, the Procuring Entity shall announce the technical evaluation results and invite technically qualified Bidders, eligible for award, to attend opening of the Bid Offer.

The Bid Offer shall remain unopened and shall be held in the custody of the Procuring Entity until the specified time of their opening.

16.7 The Procuring Entity shall notify Bidders in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive or qualified, as the case maybe, to the requirements of the Bidding Documents.

16.8 A committee consisting of members nominated by the Procuring Entity shall open the Bid Offers in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated under Sub-Clause 16.6 of the ITB above.

16.9 All envelopes containing Bid Offers shall be opened one at a time and the name of the Bidder, whether there is a modification, withdrawal or substitution, and any other details that the Procuring Entity may consider

appropriate, shall be read out.

- 16.10** The Procuring Entity shall prepare a record of the opening of Bid Offers that shall include, at a minimum, the name of the Technically Qualified Bidder. The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder or a representative's signature shall not invalidate the contents and effects of the record.

17. Clarification of Bids

- 17.1** To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the Bid Offer or substance of the Bid shall be sought, offered or permitted.

Any clarification submitted by the Bidder that is not in response to a request of the Procuring Entity shall not be considered. The request for clarification and the response shall be in writing.

A failure to provide clarification as requested by the Procuring Entity may result in the rejection of the Bid.

18. Determination of Responsiveness of Bids

- 18.1** Prior to detailed evaluation pursuant to Clause 16 and 20 of the ITB, the evaluation committee will carry out preliminary examination and determine the responsiveness of the Technical Proposals in the manner specified in the ITB 18 of the BDS

After determining the responsiveness of Technical Proposals in the light of criteria stated in clause 18.1 of the ITB, further action on eligibility assessment will be taken.

- 18.2** Prior to the eligibility evaluation, pursuant to Clause 16 of the ITB, the Evaluation Committee shall determine the substantial responsiveness of each Technical Proposal to the Bidding Documents. For purpose of these Clauses, a substantially responsive Technical Proposal is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

19. Bid Offer

- 19.1** The Bidder shall completely fill the Bid Offer Letter indicating the share and number of apartments to be offered to FBR in the form specified in Part IV of the

20. Detailed Evaluation of Technical and Bid Offers

Bidding Document.

- 20.1** Only the Technical Proposals previously determined to be substantially responsive and eligible pursuant to Clause 16 and 18 of the ITB shall be evaluated and compared in detail by the Procuring Entity as per the requirements given hereunder.
- 20.2** The Technical Proposal submitted by the Bidder shall be examined in detail whether the Project Works offered by the Bidder comply with the evaluation criteria of the Bidding Documents, including the BDS. For this purpose, prior similar experience, all personnel capabilities, equipment, materials, financial capability and Project Works standards offered by the Bidder shall be reviewed for which the Bidder's data submitted with the Bid under Schedule A to Bid (Specific Project Works Data) shall be compared with the technical features/criteria prescribed by the Procuring Entity in the Technical Specifications. Other technical information submitted with the Bid, if any, regarding the scope of Project Works will also be reviewed.
- 20.3** Bidders obtaining minimum qualifying marks, as specified in the Bidding data Sheet, shall be declared technically qualified. Bid Offers of technically qualified Bidders shall be opened while Procuring Entity shall return the unopened Bid Offer to the disqualified Bidders.
- 20.4** [●] Not Used
- 20.5** To evaluate a Bid Offer, the Procuring Entity shall consider the total Bid offer i.e. share and number of apartments quoted in the form specified in Part IV of the Bidding Document;
- 20.6** The Procuring Entity shall compare all Bids of technically qualified bidders to determine the most advantageous bid in accordance with Sub-Clause 20.5 of the ITB.
- 20.7** If the Bid which results in the highest Bid is unbalanced or unrealistic (i.e. it fails to achieve maximum utilization and not in accordance with the construction standards and building specifications, as outlined in both Part III of the Bidding Documents and applicable bylaws) in the sole determination of the Procuring Entity, the Procuring Entity may reject the Bid without justifying the reasons.

20.8 The Evaluation Committee's determination of Bid Offer's compliance shall be based on the contents of the Bid Offer itself without recourse to irrelevant evidence.

20.9 A Bid Offer determined as substantially non-compliant shall be rejected and shall not subsequently be made responsive by the Bidder by correction. Any minor informality or non-conformity or irregularity in a Bid Offer which does not constitute a material deviation may be waived by Procuring Entity, in its sole discretion.

21. Confidentiality

21.1 The Procuring Entity shall keep all information regarding the technical or final evaluation confidential, as the case may be, until the time of the announcement of the respective evaluation reports in accordance with the Procurement Rules.

No Bidder shall contact Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Procuring Entity. The evaluation result shall be announced at least fifteen (15) Days prior to award of Agreement. The announcement to all Bidders shall include table(s) comprising read out Bid Offer, and recommendations against all the Bids evaluated.

21.2 Any effort by a Bidder to influence Procuring Entity in the Bid evaluation, bid comparison or decision to award the Agreement may result in the rejection of his Bid.

21a. Grievance Redressal Mechanism

21a.1 Whereas, any Bidder feeling aggrieved may lodge a written complaint within 7 (seven) days of announcement of the technical evaluation report and 5 (five) days after issuance of final evaluation report.

21a.2 The Procuring Entity shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of Bidders that may occur prior to the entry into force of the procurement contract.

21a.3 Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) well before the proposal submission deadline.

- 21a.4** In case, the complaint is filed against the Technical Evaluation Report, the Grievance Redressal Committee constituted by Procuring Entity shall suspend the procurement proceedings. In case, the complaint is filed after the issuance of the Final Evaluation Report, the Bidder/complainant cannot raise any objection on technical evaluation of the report.
- 21a.5** The Grievance Redressal Committee shall investigate and decide upon the complaint within ten (10) days of its receipt.

G. AWARD OF AGREEMENT

22. Post Qualification

- 22.1** The Procuring Entity, at any stage of the Bid evaluation, having credible reasons for or *prima facie* evidence of any defect in a Bidder's capacities, may require the Bidder to provide information concerning its professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons in writing. The recorded reasons shall form part of the records of that Bid evaluation report.

- 22.2** The evaluation shall take into account the Bidder's financial and technical capabilities. The evaluation shall be based upon an examination of the documentary evidence of the Bidders' qualifications submitted under Clause 11 of the ITB, as well as such other information required in the Bidding Documents

23. Award Criteria & Procuring Entity's Right

- 23.1** Subject to Sub-Clause 23.2 of the ITB, the Procuring Entity shall award the Agreement to the technically qualified Bidder who has offered the highest share of apartments, provided that such Bidder has been determined to be qualified to satisfactorily perform the Agreement in accordance with the provisions of Clause 22 of the ITB.
- 23.2** Notwithstanding Sub-Clause 23.1 of the ITB, the Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of the Agreement, without thereby incurring any liability to the affected

Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Entity's action except that the grounds for the Procuring Entity's rejection of all Bids shall, upon request, be communicated to any Bidder who submitted a Bid, without justification of the grounds. Notice of the rejection of all the Bids shall be given promptly to all the Bidders.

**24. Negotiation,
Notification of Award &
Signing of Agreement**

24.1 Subsequent to the detailed evaluation of the Bids and announcement of the successful Bidder as set out in ITB 20 above, Procuring Entity shall issue a revocable Letter of Intent ("LOI") to such Bidder and carry out negotiations for the purposes of finalizing the detailed terms and conditions of the Concession Agreement.

As a part of this negotiation process Procuring Entity may, if it deems appropriate, require the Bidder to submit one or more revised Bids in accordance with revised requirements put forward by Procuring Entity. At this stage Procuring Entity will issue a Letter of Support ("LOS") to the successful Bidder stipulating the meeting of certain requirements within a specified time.

Thereafter, the Concessionaire through a Project Company (Private Limited), will be required to enter into a Concession Agreement with Procuring Entity and renew the Bid Security (if required by Procuring Entity). The successful Bidder will be required to achieve the financial close within a period of one hundred and eighty (180) (excluding allowable extensions under the terms of the Concession Agreement) days from Effective Date of Concession Agreement.

Failure to fulfil any of the above requirements as contained in the LOI or LOS within the time specified, as the case may be, may, result in the forfeiture of the Bidder's Bid Security. Whether Bid Security is forfeited or not Procuring Entity may, at its discretion, withdraw the LOI or LOS, as the case may be, either invite the Bidder scoring next highest to the successful Bidder in the evaluation carried out by Procuring Entity to negotiate, or terminate the Bidding Process without accepting any Proposal.

24.2 The Bidder shall furnish the Financial Close Bond as per

Clause 25.1 of ITB.

- 24.3** The formal agreement between the Procuring Entity and the successful Bidder shall be executed within fifteen (15) days, or extended time period, of establishment of SPV.
- 24.4** Until the Agreement is formally executed, the LOI and LOS, duly accepted by the Bidder, shall constitute a binding Agreement. Nothing in this Clause shall restrict or nullify the obligation of the Bidder to sign the Agreement.
- 24.5** In case where the successful Bidder, who is most advantageous Bidder, escapes or withdraws from the procurement process or fails to meet the requirements for award as mentioned in the LOI and LOS, then the Procuring Entity shall consider the second highest ranked Bidder on the same terms as of the highest bidder for award of contract after forfeiting the Bid Security of the highest ranked Bidder.

Provided that:

- The Offer of the other (i.e., 2nd most advantageous) Bidder is not abnormally deviating from the estimated or minimum benchmark (achieves maximum utilization in accordance with the construction standards and building specifications, as outlined in both Part III of the Bidding Documents. and applicable bylaws) and as per the practices of the real estate industry, and Procuring Entity after making an analysis of combination of all other related aspects, is of the view that the object of procurement may bring Value for Money;
- There are no indications of collusive practices between the most advantageous or (highest evaluated bidder) and other bidder(s) and in such case the process of debarment of the bidders is initiated in accordance with mechanism defined in the Procurement Rules; and/or
- There are no irregularities in the procurement process leading towards mis-procurement.

25. Performance Security/ 25.1 The successful Bidder shall furnish following Securities/

Bonds to the Procuring Entity in the form stipulated in the Agreement:

a. Financial Close Bond

Within one (1) Month of the Effective Date (signing of Concession Agreement), the successful Bidder (as Concessionaire) shall convert and submit the Bid Security as the Financial Close Bond to Procuring Entity with a face amount equal to the face amount of the Bid Security. The Bid Security shall be replaced with the Financial Close Bond. The Concessionaire shall keep the Financial Close Bond valid till such time that it is replaced by the Construction Performance Security.

The Financial Close Bond shall be in the same form as the Bid Security.

b. Construction Performance Security

The Concessionaire shall, for due and punctual performance of its obligations under the Concession Agreement, deliver to the Procuring Entity, at the time of execution of the Agreement, an irrevocable bank guarantee (Construction Performance Guarantee”) acceptable to the Procuring Entity of an amount equal to **two percent (2%) of the Estimated Project Cost** as indicated in the Business Plan submitted by Bidder. Such Construction Performance Guarantee shall be valid for a period and in line with the terms provided in Agreement. The Construction Performance Guarantee shall be forfeited if the Bidder is found to be in breach of its obligations in accordance with the Agreement. The Construction Performance Security shall be valid for a period of at least thirty-six (36) calendar months from the date of issuance. The same shall be replaced with “O&M Performance Security” after the end of Construction Period.

c. Operations & Maintenance Performance Security

Upon completion of construction of the Project and before the start of the Operations phase of the Project, the Concessionaire will be required to submit to the Procuring Entity a bank guarantee of an amount equal to **five percent (5%) of the Projected Gross Revenue of the Forthcoming Year of the Operation Phase**. The O&M Performance Security shall answer for and

guarantee the timely Operation and Maintenance of the Project in accordance with the Performance Standards and the Timetable as specified in the Concession Agreement.

d. Transfer Bond

Eight (8) months prior to the Transfer Date, the Concessionaire shall deliver to Procuring Entity a Transfer Bond with a face amount equal to **two percent (02%) of the Total Project Cost**. The Transfer Bond shall answer for, and guarantee the timely transfer of the Project in accordance with the Performance Standards, the Timetable and the Handback Requirements as per Concession Agreement.

25.2 The Securities shall be in the form of a bank guarantee issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) or a country abroad acceptable to the Procuring Entity which shall remain valid till six (6) months from the Expiry Date of the Concession Term; in favor of the Procuring Entity. In case the Performance Security is issued by a foreign bank, it shall be counter guaranteed by a scheduled bank in Pakistan.

25.3 Failure of the Successful Bidder to comply with the requirements of Sub-Clauses 15.5, 23.1, 25.1 and 26.1 of the ITB shall constitute sufficient grounds for the annulment of the Letter of Acceptance and forfeiture of the Bid Security.

26. Fraud and Corruption **26.1** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule F in the Bidding Documents. Failure to provide such Integrity Pact shall make the bid non-responsive.

26.2 The Bidder shall observe the highest standards of ethics during the process of submission of the Bid and during the evaluation process. The terms used in this Clause 26 shall have the following definitions:

(a) "corrupt and fraudulent practice" means the offering, giving, receiving of soliciting of anything

of value to influence the action of a public official or the Concessionaire in the procurement process or in contract execution to the detriment of the Procuring Entity; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish Bid offers at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of the public official's duty;

- (b) "Coercive practice" means impairing or harming, threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (c) "Collusive practice" means the arrangement between two or more parties to the procurement process or contract execution, designed to establish, with or without the knowledge of the Procuring Entity, offers at artificial, noncompetitive levels for any wrongful gain.
- (d) "Obstructive practice" by 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;
- (e) "Integrity violation" means any act which violates Anti-corruption Policy including corrupt and fraudulent practice, coercive practice, collusive practice and/or obstructive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation into any of the foregoing or from pursuing an investigation or acts intended to

materially impede the exercise of inspection and audit rights.

- 26.3** The Procuring Entity may reject a Bid if it determines that the Bidder, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.4** The Procuring Entity may cancel the Agreement on a determination at any time that the Bidder engaged in any way in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.5** If at any time the Procuring Entity determines that the Bidder has, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice, obstructive practices and/or any integrity violation in competing for or in executing, a GoP or Provincial Government (PG) or any other government contract, the Procuring Entity may take any act to sanction a Bidder as permitted by the applicable laws, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, from the award of any contract by the Procuring Entity and recommending to the GoP and provincial government that the Bidder be disqualified from participation and award of any project or contract to be awarded by the GoP or provincial government, as the case may be.
- 26.6** The Procuring Entity shall have the right to inspect accounts and records and other documents relating to the Bid submission and the performance of the Project Works and the Agreement, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Bidders shall assist the Procuring Entity upon any request to inspect accounts and records and shall timely provide requested information to the Procuring Entity.

27. Eligible Countries

- 27.1** A Bidder, Sub-Contractors and all JV Members (in case of JV) constituting the Bidder, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has

commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws). A Bidder shall be deemed to have the nationality of a country if the Bidder or any JV Member (in case of JV) is a national of that country; or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country. The above requirement shall apply to the determination of the nationality of Bidders.

SECTION - III: BIDDING DATA SHEET

The following specific data for the Project to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. In case of conflict between the terms of this Bidding Data Sheet (“BDS”) and the terms of the Instructions to Bidders, the provisions of the Bidding Data Sheet shall prevail.

A.General											
ITB 1.1	Procuring Entity: Federal Board of Revenue										
ITB 1.1	Name of Project “Development & Operations of Multi-storey Residential Apartments on FBR land situated in Gulistan-e-Johar, Karachi on Design-Build-Finance--Maintain-Operate & Transfer (DBFMOT) Mode”										
ITB 1.1	The procurement shall be made under the Procurement Rules “Single Stage Two Envelope (SSTE) method										
ITB 6.3	<p>Pre-bid meetings will be held to explain the details of the Bidding Document to interested bidders as per following details:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Meeting Details</th> <th style="text-align: left;">1st Pre-bid Meeting</th> </tr> </thead> <tbody> <tr> <td>Date</td> <td>August 5, 2024</td> </tr> <tr> <td>Time</td> <td>[2:00 PM] PKT (Pakistan Standard Time)</td> </tr> <tr> <td>Venue</td> <td>Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</td> </tr> <tr> <td>Phone #</td> <td>+92 519209659</td> </tr> </tbody> </table>	Meeting Details	1 st Pre-bid Meeting	Date	August 5, 2024	Time	[2:00 PM] PKT (Pakistan Standard Time)	Venue	Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.	Phone #	+92 519209659
Meeting Details	1 st Pre-bid Meeting										
Date	August 5, 2024										
Time	[2:00 PM] PKT (Pakistan Standard Time)										
Venue	Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.										
Phone #	+92 519209659										
ITB 13.1	The Bid Security shall be furnished in the form of a bank guarantee from the scheduled bank as per State Bank of Pakistan requirements in favour of [--] which shall be Rs. PKR 10 million. Bid Security is to be enclosed with the Technical Proposal.										
ITB 15, 16 and 20	<p>Bidder shall submit 1 (one) original and 2 (two) copies and one soft copy of “Technical Proposal” in CD/DVD/USB and 1 (one) original “Bid Offer” on the prescribed forms.</p> <p>Single stage two envelopes bidding procedure shall be used for procurement of Project Works whereby the bids are to be evaluated on technical and financial grounds. The procedure for single stage two envelopes means:</p> <p>(i) the bid shall be a single package consisting of two separate envelopes, containing separately the Bid Offer and the Technical Proposals. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Project. Similarly, the original Bid Offer shall be placed in a sealed envelope clearly marked “Bid Offer” followed by the name of the Project, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Bid Offers shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE”.</p> <p>(ii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Bid Offer” shall be retained un-opened in the custody of the Procuring</p>										

	<p>Entity;</p> <p>(iii) the Procuring Entity shall evaluate the Technical Proposal in the manner prescribed in advance, without reference to the bid offer and shall reject any Proposal which does not conform to the specified requirements;</p> <p>(iv) during the technical evaluation, no amendments in the Technical Proposal shall be permitted;</p> <p>(v) after the evaluation and approval of the Technical Proposals, the Procuring Entity shall open the Bid Offers of the technically accepted bids, publicly, at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; and</p> <p>(vi) the Bid Offer of technically non-responsive bidders shall be returned un-opened to the respective bidders.</p>
<p>ITB 15</p>	<p>Proposals shall be delivered to:</p> <p>Chief Projects, Room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</p> <p>Proposals must be submitted not later than the following date and time:</p> <p>Deadline for submission of Bids: 13:30 Hrs. PKT (Pakistan Standard Time) on September 4th, 2024 (“Bid Submission Deadline”)</p>
<p>ITB 14.1</p>	<p>Bid Validity Period</p> <p>The bid should remain valid for 180 (one hundred and eighty) Days from the date of opening of Technical Bids (i.e., the Bid Submission Deadline).</p>
<p>ITB 16.1</p>	<p>Venue, Time and Date of Technical Proposal Opening</p> <p>Venue: Chief Projects, room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</p> <p>Date: September 4th, 2024</p> <p>Time: 14:00 Hrs. PKT (Pakistan Standard Time)</p> <p>The Bid Offers of the technically responsive Bidder(s) will be opened at a date provided later on. The sealed Bid Offers of technically non-responsive Bidders will be returned un-opened.</p>
<p>B. Preparation and Submission of Bids</p>	
<p>ITB 18 and 20</p>	<p><u>QUALIFICATION REQUIREMENTS</u></p> <p>Eligibility Criteria</p> <p>A The evaluation shall be on knock out basis in case the bidder fails to comply any of the given specifications shall be considered as Non-Responsive. Bid received from a Bidder, shall only be considered for technical evaluation if all the following components (and the relevant requirements of the Bidding Documents) are satisfied:</p> <p>A. Constitutive Documents as Proof of Existence</p>

- Bidder must be a legal entity which includes a firm registered with Registrar of Firms or a Company registered with the Securities & Exchange Commission of Pakistan (SECP). In case of international bidders, the entity should be registered with the relevant Local Authority.
 - i. Bidder should provide a detailed description of its entity (in case of JV; for all members) including:
 - Legal Name;
 - Complete head office, contact information, including mailing address, telephone number and an e-mail address;
 - Incorporation details, including certification of incorporation/registration, memorandum and articles of association/partnership deed and amendments made therein till date of submission of bid.
**Foreign entities participating in the Bidding Process should submit certified true copies of their constitutive documents.*
 - In case of JV, a JV agreement duly executed by all partners of the JV should be provided along with the Technical Proposal (Schedule L).

B. Registration with Pakistan Engineering Council

- i. The Bidder and in case of JV; one of the JV Partner; must possess a valid registration with PEC in categories relevant to the Project.
- ii. Foreign entities participating in the Bidding Process should submit proof of valid registration with local engineering body; duly attested by Pakistani Consulate / Pakistan High Commission of their country.

C. Registration with Tax Authorities

- i. The Bidder and in case of JV; all JV members; must possess a valid registration certificate from the Income Tax Authority (i.e., the NTN certificate) and relevant Sales Tax Authority, if applicable.
- ii. Bidders must be having Active taxpayer status.
- iii. Foreign entities participating in the Bidding Process should submit a Tax Certificate of their country; duly attested by Pakistani Consulate / Pakistan High Commission of their country

D. Non-Blacklisting, No Conflict of Interest & Litigation History

- i. Each Bidder (in case of a JV, each JV Member) shall provide evidence in the form of an affidavit on legal paper (PKR 100/-) duly notarized by the notary public stating that Bidder/ JV partner:
 - is not in bankruptcy or liquidation proceedings ;
 - is never blacklisted by any governmental or non-governmental department / agency in the last 10 years;
 - is never convicted of, fraud, corruption, collusion or money laundering;
 - has not previously entered into any contract/agreement with Federal Board of Revenue which was terminated prior to completion period due to default;
 - is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its/his/her capability to comply with the obligations under the Agreement;
 - is legally and financially autonomous and operate under commercial law;

- has no pending litigation that prevents or materially impedes in performing its obligations in respect of the Project Works and the Terms of the Agreement.
**Bidder/JV Partners shall provide details of litigation in the last 10 years and any ongoing litigation(s).*

E. Financial Soundness

- Minimum net worth* of the Bidder (Group/ Firm/ Company/ JV) shall not be less than Two and a half (2.5) billion Rupees based on the audited financial statements of immediately preceding financial year to demonstrate the current financial soundness of the Bidder’s financial position.
- The Bidder (Group/Firm/Company/JV) should have an average minimum turnover* of One (01) billion Rupees in the three (3) preceding financial years which should be duly supported by the audited financial statements of respective years.

** In case of JV, the financial soundness of each partner will be evaluated based on the weighted average of their respective net worth and average turnover. This weighted average will be calculated by applying weights proportional to their sharing ratio as outlined in the JV Agreement.*

**In case of local bidder or JV partner, the audit of the financial statements should be carried out by the ICAP QCR rated Chartered Accountant firm.*

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.*

F. Minimum Experience

Bidder (Group/Firm/Company/at least one of the members in case of JV) should have minimum five (5) years of hands-on experience in Real Estate Development including development, designing, construction and operation of the Public or Private infrastructure project of similar size and scale having worth of Rs. (five) 5 billion or above (includes Project Works as mentioned in Section II(A) of the ITB).

Experience will be substantiated from Real Estate Development project profiles /service agreements to evidence minimum five (5) years of experience in Real Estate Development/ Infrastructure maintenance and operations.

Technical Evaluation

- (i) It will be examined in detail whether the Project Works offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, similar experience, personnel capabilities and Project Works standards offered by the Bidder will be reviewed for which the Bidder’s data submitted with the Bid (Schedule A1-K) will be compared with the technical features/specifications/criteria prescribed by the Procuring Entity. Other technical information submitted with the Bid regarding the scope of work will also be reviewed, if any.

Bidder’s plan and specifications must comply with the requirements set

out in **Part III, Terms of Reference & Technical Specifications, Section: Additional Considerations for FBR Reserved Apartments** and **Section: Building Specifications.**

(ii) The criteria for evaluation of Technical Proposal shall be:

Sr. No.	Category	Total Marks
1.	Relevant Experience	30
2.	Human Resource/Key Experts	25
3.	Approach, Methodology and Business Plan	15
4.	Financial Credibility	30
Total		100

The breakup of the each of the category is given hereunder:

1. Relevant Experience

Relevant experience of the Bidder* will be assessed on the basis of following parameters:

Sr.	Category	Max. Marks	Documents to be provided by the Bidder
<i>A. For consideration of experience, copy of relevant license issued by respective authority, for the category of work shall need to be attached</i>			
B. Number of Projects Completed			
a. Detailed engineering design (6 marks)	Completed detailed design of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	03 marks for each project with maximum of 06 marks	<i>Profile/Contract/Agreements along with completion certificates should be provided. Completion certificates must be provided where the contracts were awarded by any Government entity.</i>
b. Construction (18 marks)	Completed construction of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	06 marks for each project with maximum of 18 marks	
c. Operation & Maintenance (6 marks)	Carried out O&M of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	02 marks for each project with maximum of 06 marks	
Sub-total		30	

2. Human Resource/Key Experts

The bidder must have the following staff as its key experts:

Sr	Category	Total Marks	Documents to be provided by the Bidder
a.	<p>Team Lead - Construction, Design & Maintenance Expert</p> <ul style="list-style-type: none"> • BS/BSc in Civil Engineering • Minimum of 10 years' experience with at least 3 similar smart/green building construction projects with value of more than Rs 5 billion (2 marks for each project with maximum 8 marks) 	8	<p>i. CVs of the proposed key experts should be provided on Schedule E of the Bidding Document.</p> <p>ii. Copy of degrees/transcripts should be submitted as a proof of qualification</p> <p>iii. Proof of employment of Key Experts/ proof of commitment/experience letters of the Key Experts should be submitted by the bidders.</p>
b.	<p>Team Member – Architecture Expert</p> <ul style="list-style-type: none"> • BS/BSc in Architectural Engineering • Minimum of 10 years' experience with at least 3 projects involving designing of green building with value of more than Rs 5 billion (1 mark for each project with maximum 3 marks) 	3	
c.	<p>Infrastructure Project Management Expert</p> <ul style="list-style-type: none"> • BS/BSc (Civil) or project management • Minimum 10 years of experience in planning, designing & supervising infrastructure development projects or maintenance of municipal services infrastructure with at least 3 similar smart building construction projects with value of more than Rs 5 billion (2.5 mark for each project with maximum 5 marks) 	5	
d.	<p>Finance Expert</p> <ul style="list-style-type: none"> • Master's degree in Accountancy/ Finance/Business Management/ Commerce or certification including ACCA/CPA/CA from a reputable university/institute • Minimum 10 years of experience in corporate finance, project finance, investment banking or investment advisory 	3	
e.	<p>Environmental Expert</p> <ul style="list-style-type: none"> • Masters (MSc in Engineering/MS/M.Phil.) in Environmental Engineering / Sciences from HEC recognized Institutes • Minimum 10 years of experience in environmental studies or analysis of infrastructure projects. 	3	
f.	<p>Legal Expert</p>	3	

- JD/LLM/Bar at Law
- Minimum 10 years' experience in Legal advisory on the transactions which have achieved commercial close

Total	25	
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3. Approach, Methodology and Business Plan

For evaluation of this aspect of the Bidder's Approach and Methodology to carry out the Project is further sub-divided as follows:

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

Sr. No	Description	Total Marks	Documents to be provided by the Bidder
1.	<p>Plan for Execution of Project Works Quality of the execution plan will be assessed for the following:</p> <ul style="list-style-type: none"> a. Understanding the Project (5%) b. Approach & Methodology (10%) c. Detailed design/layout of the Project (25%) d. Master Plan (25%) e. Work plan for Development and Operational activities (10%) f. Performance standards for the proposed Project Works of the Project development and management (15%) g. Identification of risk in project implementation and mitigation plan (5%) h. Organization & Staffing Plan (5%) 	7.5	<i>Schedule A, C & D of the Bidding Document</i>
2.	<p>Quality of *Business Plan/ Financial Model</p> <ul style="list-style-type: none"> a. Sound basis of key commercial assumptions [50%] b. Reasonableness of estimated project costs for the proposed land use of the FBR Properties, [25%]. c. Reasonableness of estimated revenue rates [25%]. 	7.5	<i>Schedule D of the Bidding Document; *Business Plan/Financial Model duly vetted by a qualified consultant</i>
Total		15	

** Bidder is required to submit a fully functional, non-restricted, dynamically linked Financial Model in Excel spread sheet form on a non-rewritable CD/DVD/USB. The model should be based on the realistic assumptions of the Project after necessary due diligence, market sounding, technical, legal and operational aspects and maximum utilization of the Property so as to reflect the best judgement of the Bidder.*

4. Financial Credibility

Sr. No.	Category	Max. Marks	Documents to be provided by the Bidder
1.	Net Worth (immediately preceding financial year)		<i>Audited financial statements of immediately preceding 3 years should be submitted</i>
a.	PKR 2.5 billion or above but less than PKR 3.0 Billion	5	
d.	PKR 3.0 billion or above but less than PKR 05 billion	10	
e.	PKR 05 billion or above	15	
	Subtotal	15	
2.	Turnover/ Revenue (average of immediately preceding 3 years)		
a.	PKR 1.0 billion or above but less than PKR 2.0 Billion	5	
c.	PKR 2.0 Billion or above but less than PKR 3.0 Billion	10	
d.	PKR 3.0 Billion or above	15	
	Subtotal	15	
	Total	30	

* In case of JV, the financial soundness of each partner will be evaluated based on the weighted average of their respective net worth and average turnover. This weighted average will be calculated by applying weights proportional to their sharing ratio as outlined in the JV Agreement.

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.

Qualifying Marks: *Minimum qualifying marks are 70%.*

ITB 20.5	<p><u>Evaluation and Comparison of Bids</u></p> <p>(a) Bids will be evaluated for complete scope of work.</p> <p>(b) Basis of Bid Comparison</p> <p style="padding-left: 40px;">Bids of technically qualified Bidders will be compared on the basis of the highest percentage of apartments offered to FBR employees (not less than 40% of the total number of apartments of each type).</p> <p><u>Successful Bidder</u></p> <p>The Bid Offers of technically qualified bidders shall be opened. The bidder offering the highest number of apartments (not less than 40% of the total number of apartment) to FBR for its employees in the proportion of single bed 20%, two bed 30% and three bed 50% of the total apartments shall be declared as successful.</p> <p>In the event it is determined that two (2) or more Bidders have quoted the same number of apartments reserved for FBR in their Bid Offer (the Tie-Bidders) (being the highest offered number of apartments), the Procuring Entity shall compare the Project Cost estimated by such Tie-Bidders, and the Tie-Bidder who has offered the lowest Project Cost shall be declared as successful.</p>
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ITB 25.1	Performance Securities/Bonds (Financial Close Bond, Construction Performance Security, O&M Performance Security and Transfer Bond) shall be furnished in accordance with ITB 25. Performance Securities/ Bonds shall be submitted in the prescribed form and in favour of Chief Project, Federal Board of Revenue, Islamabad.
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SECTION - IV: BID FORM & SCHEDULES

- Schedule A-1: Bidder's Profile
- Schedule A: Project Works Data
- Schedule B: Work to be Performed by Sub-Contractors
- Schedule C: Proposed Programme of Project Works
- Schedule D: Method of Performing Project Works
- Schedule E: CVs of Proposed Professional Staff
- Schedule F: Integrity Pact
- Schedule G: Letter of Technical Proposal
- Schedule H: Form of Bid Security
- Schedule I: Form of Power of Attorney (For Submission of Bids)
- Schedule J: Form of Power of Attorney (In case of JV)
- Schedule K: Checklist
- Schedule L: Standard Form of JV Agreement

SCHEDULE A -1

BIDDER'S PROFILE

The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and in case of a JV, by each JV member.

A. Bidder Profile

Particulars	Firm's Detail
Name of Firm / Consultant	
Office address	
Organization Chart	
Telephone	
Fax Number	
Email	
Contact Person	
Place of Incorporation / Registration	
Year of Incorporation / Registration	
Type of Organization	

B. JV Information (To be filled in by the JV)

- Name of JV: _____

S.No.	Name of Consortium Partners	Role on the assignment	Share in JV (%age)
1	Lead Partner:		
2	Partner No.1:		
3	Partner No.2:		

Note: The sharing ratio of the JV Member designated as the Technical Member, who must be registered with the PEC, shall not be less than twenty percent (20%) of the total JV share.

SCHEDULE A**PROJECT WORKS DATA**

(Please provide summarized Project understanding and details of proposed activities to be performed during the Project term. The bidder must ensure that the proposed activities meet all the requirements as specified in Part III- Scope of the Project & Technical Specifications.)

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

SCHEDULE B

WORK TO BE PERFORMED BY SUB-CONTRACTORS

The Bidder will undertake the whole of the Project Works, except the work listed below which he intends to subcontract in accordance with the terms and conditions of the Agreement and after approval of the Procuring Entity.

Items of Project Works to be Sub-contracted	Name and address of Sub-contractors	Statement of similar works/services previously executed (Attach Evidence)

Note:

1. *The Bidder may sub-contract with prior approval of Procuring Entity.*
2. *The Bidder shall be permitted to nominate up to a maximum of 3 (three) Sub-Contractors against each item of the Project Works.*
3. *No change of sub-contractors shall be made by the Bidder without prior approval of the Procuring Entity.*
4. *The bidder shall obtain a declaration from nominated sub-contractors for the proposed Project Works to be performed on respective letterheads.*
5. *The truthfulness and accuracy of the statement as to the experience of sub-contractors are guaranteed by the Bidder. The Procuring Entity's judgment shall be final as to the evaluation of the experience of sub-contractors submitted by the Bidder.*
6. *Statement of similar work/services shall include description, location & value of service, year completed and name & address of the Procuring Entity.*
7. *The Bidder shall be responsible for all actions, performances, works or services carried out by the sub-contractor (s).*
8. *Any liability arising out of the performance of the sub-contractor of any portion or part of the Project Works shall be deemed as liability of the Bidder.*

SCHEDULE C

PROPOSED PROGRAMME OF PROJECT WORKS

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he/ she proposes to complete the Project Works specified in the Technical Specifications and the Agreement. The programme should indicate the sequence of work items and the period of time during which he/she proposes to complete the Project Works including the activities such as performance of obligations under agreement.

No	Activities	Years							TOTAL TIME
		1	2	3	4	5	6	7	
A-1									
A-2									
.									
.									
.									
.									
.									
.									
.									
.									
.									
A-n									

Note: Additional sheets may be added. However, all additional sheets shall be signed and stamped by the Bidder.

SCHEDULE D**METHOD OF PERFORMING PROJECT WORKS**

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

A description of the approach, methodology and business plan for performing the Project Works, as specified in Schedule A, including a detailed description of the proposed methodology and staffing for training, if the Technical Specifications specify training as a specific component of the Project Works.

{Suggested structure of your Technical Proposal (in FTP format):

A- Plan for execution of Project Works

- a) Technical Approach and Methodology
- b) Work Plan

A - a) Technical Approach and Methodology. {Please explain your understanding of the objectives of the Project as outlined in the Terms of Reference (TORs)/ Technical Specifications, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs/Technical Specifications in here.}

B- Quality of Business Plan

A - b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the Project, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs/Technical Specifications and ability to translate them into a feasible working plan. Work plan should include at a minimum the following activities:

- a. Understanding the Project
- b. Design & Construction Methodology & plan
 - Design criteria for architectural, structural, road works, water supply, drainage, street lighting, gas, electrical, telecommunications systems etc. with references of standard technical specifications, applicable code/practices, etc.)
 - Construction methodology, including details of any innovative construction techniques to be adopted ensuring quality construction at the requisite pace. Bidder shall be required to submit his cost breakdown including civil works, architectural works, roads, drainage, water supply, electro & mechanical installation, ancillary works, etc. quantities and rates).
- c. Detailed design (2D and 3D architectural layout plans of the apartments with indicative furnishing and the apartment building with elevations.)
- d. Master Plan (2D and 3D master plan of the Site with boundary indicating layout of apartment buildings and facilities for residents, safety and security features, transportation access outline, sewerage and water supply outline etc.)
- e. Work plan for development activities
- f. Performance standards for the proposed Project Works of the Project development and management
- g. Identification of risk in project implementation and mitigation plan
- h. Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff.} The Execution Schedule and human resource allocation including:

- Detailed Activity Schedule (Preferable if prepared in MS Project as Gantt Chart) including procurement and human resource allocation.
- Organizational structure at supervisory and arrangements to handle contractual obligations with Procuring Entity's representatives.
- Role and Responsibility of Project Team i.e. job descriptions of the Core team.
- Anticipated time required to arrange funding.
- Timing for the construction of building.
- Timetable within which Bidder would be able to close-out the Project.
- Transition plan.

B- Quality of Business Plan

The bidder shall submit a business plan comprising of Balance Sheet, Profit or Loss, Cash flow Statement, Project Cost, Sources of Project Funding, Project Investment Appraisal including NPV, IRR, Payback period etc. The business

- Sound basis of key commercial assumptions
- Reasonableness of estimated project costs for the land use proposed
- Reasonableness of estimated revenue rates

SCHEDULE E

CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____
2. **Name of Firm** [Insert name of firm proposing the staff]: _____
3. **Name of Staff** [Insert full name]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **CNIC No** (if Pakistani): _____ **or Passport No** (if foreigner): _____
6. **Education:**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** _____
8. **Other Training** [*Indicate significant training since degrees under item 6 "Education" were obtained*]:
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format below): dates of employment, name of employing organization, positions held.]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

--	--	--	--

11. Detailed Tasks Assigned as per Component of Evaluation

[List all tasks to be performed under this assignment with separate heading]

12. Work undertaken that best illustrates capability to handle the tasks assigned as per evaluation criteria

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

1) Name of assignment or project: _____

Year: .

Location: _____

Procuring Entity: _____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project: _____

Year: .
Location: _____
Procuring Entity: _____
Main project features: _____
Positions held: _____
Activities performed: _____
3) Name of assignment or project: _____
Year: .
Location: _____
Procuring Entity: _____
Main project features: _____
Positions held: _____
Activities performed: _____
[Add the project details and continue numbering (4, 5, ...) as many times as is required]

13. Certification:

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

_____ Date:_____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

SCHEDULE F

INTEGRITY PACT
(On Stamp Paper of Rs. 1,000)¹

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE BIDDERS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing, [name of 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 from GoP, except that which has been expressly declared pursuant hereto.

[Name of 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 subject project with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as

¹ To be attested by a notary public

aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of 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 from GoP. [Name of Bidder] understands that any corrupt business practice or giving of any kickback, commission, tip, bribe or gift shall result in termination of any contract signed with the GoP, blacklisting from any future award of contract, and recovery from [name of Bidder] of any damage or loss caused as a result of such termination.

For and on behalf of the [Name of Bidder]:

Name:

Designation:

Signature:

[Seal]

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE G

LETTER OF TECHNICAL PROPOSAL

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated _____ and issued by FBR (the "Procuring Entity") (the "Bidding Documents").

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _____ and _____] hereby declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including all addenda and schedules, issued in accordance with Instructions to Bidders (ITB);
- (b) We confirm that we have accepted all non-negotiable terms of the Concession as laid down in Clause 1.4 of the ITB;
- (c) We, including any sub-contractors or suppliers for any part of the Agreement, do not have any conflict of interest in accordance with Clause 2.6 of the ITB;
- (d) We are not participating as a Bidder in more than one bid as per the Bidding Documents;
- (e) Our firm, its affiliates or subsidiaries, including any sub-contractors or suppliers for any part of the Agreement, have not been declared ineligible by the Procuring Entity, the Government of Pakistan under the Procuring Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (f) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amounting to PKR (Enter Amount) drawn in your favor or made payable to you and valid for a period of 180 (one hundred and eighty) days. We confirm that the Bid Security has been issued and maintained in Pakistan Rupees by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan or a foreign bank outside Pakistan duly counter-guaranteed / confirmed by a scheduled bank (as per the State Bank of Pakistan requirements) in Pakistan;
- (g) Our Bid consisting of the Technical Proposal and the Bid Offer shall be valid for a period of 180 (one hundred and eighty) days from the date fixed for the Bid Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon

us and may be accepted at any time before the expiration of that period (as such period may be extended in accordance with the Bidding Documents);

- (h) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (i) We have reviewed and accepted the form of the Agreement as attached in Part II of the Bidding Documents and undertake to execute the same within the period specified in the Bidding Documents;
- (j) All partners of the JV shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof; and
- (k) We hereby declare that all the information and statements made in this Bid are true and accurate, and we accept that any misrepresentation contained in our Bid may lead to our

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

disqualification and forfeiture of the Bid Security.

[Seal]

SCHEDULE H**FORM OF BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto **FEDERAL BOARD OF REVENUE** (hereinafter called the '**Procuring Entity**') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Entity; and

WHEREAS, the Procuring Entity has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Entity, conditioned as under:

- (1) that Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Entity, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Entity after expiry of its validity or upon signing of the Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Entity pursuant to Clause 25.3 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Agreement with the said Procuring Entity in accordance with his Bid as accepted and furnish within fourteen (14) days from the date of issuance of the Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Entity for the faithful performance and proper fulfilment of the said Agreement or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Procuring Entity the said sum upon first written demand of the Procuring Entity (without cavil or argument) and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Entity by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Procuring Entity forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

FORM OF POWER OF ATTORNEY**POWER OF ATTORNEY (For Submission of Bids)
(On Stamp Paper of Rs. 1,000)²**

Know all men by these presents, We {name of the company/ entity and address of the registered office} intend to submit a bid for the "[--]" (the "**Bid**") and do hereby appoint and authorize Mr./Mrs. {full name and residential address} (vide authorization by the board/approving body of the company/entity dated ____) who is presently employed with us and holding the position of _____ as our attorney (the "**Attorney**"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Federal Board of Revenue (the "Procuring Entity")** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For and on behalf of: _____

(Signature)

(Name, Designation and Address)

Accepted by the Attorney:

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witness 1:

² To be attested by a notary public if executed in Pakistan. In addition, to be notarized by a notary public and attested by the relevant Pakistan Embassy/Consulate if executed outside Pakistan.

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE J

FORM OF POWER OF ATTORNEY**POWER OF ATTORNEY (In case of JV)
(On Stamp Paper of Rs. 1,000)³**

Know all men by these presents, We: [(i) {name of the company/ entity and address of the registered office}; (ii) {name of the company/ entity and address of the registered office}; and (iii) {name of the company/ entity and address of the registered office}]⁴ intend to submit a bid for the {assignment nature} as {legal status} _____ (the “**Bid**”) and do hereby appoint and authorize {name of the company/ entity and address of the registered office} as our attorney on behalf of the _____ (the “**Attorney**”), to do in the name of the _____ and on its behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Federal Board of Revenue (the “Procuring Entity”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

We hereby further authorize our Attorney to nominate and appoint a designated representative to undertake all the actions permitted by this Power of Attorney on our behalf.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

[For and on behalf of: _____

(Signature)
(Name, Designation and Address)

For and on behalf of: _____

(Signature)
(Name, Designation and Address)

For and on behalf of: _____

(Signature)
(Name, Designation and Address)]⁵

³ To be attested by a notary public

⁴ Fill as appropriate with respect to the number of JV Partners.

⁵ Fill as appropriate with respect to the number of JV Partners.

Accepted by the Attorney:

(Signature)

(Name and Address of the Attorney)

(Name and Designation of the signatory of the Attorney)

Date:

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE K

CHECKLIST

Reference	Bidding Document - Page Reference	Check	Page Ref.
ITB 15, 16, 18 and 20	<i>Bid Submission</i>		
	Bid Security enclosed with the Technical proposal	<input type="checkbox"/>	
	Bid is accompanied by the power of attorney authorizing a representative to sign the Bid (Schedule L)	<input type="checkbox"/>	
	Each page of the Bid is signed and stamped by the authorized representative	<input type="checkbox"/>	
	A copy of RFP is attached with each page duly signed and stamped by the authorized representative	<input type="checkbox"/>	
	One (1) original and Two (2) copies of Technical proposal along with one soft copy in CD/DVD/USB	<input type="checkbox"/>	
	One (1) original Bid Offer separately sealed	<input type="checkbox"/>	
ITB 14.1	<i>Undertaking guaranteeing the acceptance of the Non-Negotiable terms of the Concession (Clause 1.4 of the ITB)</i>	<input type="checkbox"/>	
	<i>Bid Validity</i>		
	One hundred and eighty (180) days from the date of opening of technical bids	<input type="checkbox"/>	
	<i>Constitutive Documents as Proof of Existence</i>		
	Detailed description of the entity (in case of JV; for all members) including:	<input type="checkbox"/>	
	• Legal Name;	<input type="checkbox"/>	
	• Complete head office, contact information, including mailing address, telephone number and an e-mail address;	<input type="checkbox"/>	
	• Certification of incorporation/ registration	<input type="checkbox"/>	
	• Memorandum of Association and Articles of Association/ Partnership Deed and amendments made therein till date of submission of bid.	<input type="checkbox"/>	
	• Foreign entities - Certified true copies of foreign constitutive documents. (if applicable)	<input type="checkbox"/>	
ITB 18 & 20 and Bidding Data Sheet	A JV agreement duly executed by all partners of the JV (if applicable) (Schedule L)	<input type="checkbox"/>	
	<i>Registration with Tax Authorities</i>		
	Local Entities: Valid NTN certificate, STRN or provincial sales tax registration certificate	<input type="checkbox"/>	
	Foreign Entities: Tax Certificate duly attested by Pakistani Consulate / Pakistan High Commission of respective country	<input type="checkbox"/>	
	Evidence of Active Taxpayer status	<input type="checkbox"/>	
	<i>Non-Blacklisting, No Conflict of Interest & Litigation History</i>		
	Affidavit on legal paper of PKR 100 duly notarized by the notary public stating the matters stated in the BDS. (each member shall submit affidavit in case of JV)	<input type="checkbox"/>	
	Ongoing litigation details, if any, of Bidder/JV Partners	<input type="checkbox"/>	
	<i>Financial Soundness</i>		
	Audited financial statements of immediately preceding five (5) financial years of Bidders/all JV Partners	<input type="checkbox"/>	
	<i>Minimum Experience</i>		
	Real Estate Development project profiles /service agreements to evidence minimum five (5) years of experience in Real Estate Development/ Infrastructure maintenance and operations.	<input type="checkbox"/>	
<i>Human Resource/Key Experts</i>			
Proof of employment of Key Experts/ proof of commitment by the Key	<input type="checkbox"/>		

Reference	Bidding Document - Page Reference	Check	Page Ref.
	Experts		
Letter of Invitation	Tender Processing fee (non-refundable) of PKR 10,000/-	<input type="checkbox"/>	
Schedules & Forms			
<i>Schedule A-1</i>	<i>Bidder's Profile</i>	<input type="checkbox"/>	
<i>Schedule A</i>	<i>Project Works Data</i>	<input type="checkbox"/>	
<i>Schedule B</i>	<i>Work to be Performed by Sub-Contractors</i>	<input type="checkbox"/>	
<i>Schedule C</i>	<i>Proposed Programme of Project Works</i>	<input type="checkbox"/>	
<i>Schedule D</i>	<i>Method of Performing Project Works (Approach, Methodology & Business Plan/ Financial Model duly vetted by a qualified consultant)</i>	<input type="checkbox"/>	
	<i>Fully functional, non-restricted, dynamically linked Financial Model in Excel spread sheet form on a non-rewritable CD/DVD/USB.</i>		
<i>Schedule E</i>	<i>CVs of Proposed Professional Staff along with proof of employment by Bidder/undertaking by Key expert to remain available for the Project</i>	<input type="checkbox"/>	
<i>Schedule F</i>	<i>Integrity Pact on legal paper (PKR 1,000)</i>	<input type="checkbox"/>	
<i>Schedule G</i>	<i>Letter of Technical Proposal</i>	<input type="checkbox"/>	
<i>Schedule H</i>	<i>Bid Security of PKR 10 Million</i>	<input type="checkbox"/>	
<i>Schedule I</i>	<i>Power of Attorney on legal paper (PKR 100)</i>	<input type="checkbox"/>	
<i>Schedule J</i>	<i>Power of Attorney- JV on legal paper (PKR (1,000) (if applicable)</i>	<input type="checkbox"/>	
<i>Schedule L</i>	<i>JV Agreement duly executed by all partners of the JV (if applicable)</i>	<input type="checkbox"/>	
PART-IV	<i>Letter of Bid Offer</i>	<input type="checkbox"/>	
PART-IV	<i>Form of Bid Offer</i>	<input type="checkbox"/>	

Any other information attached, which has been sought in the BDS, please specify:

- _____
- _____
- _____

SCHEDULE L

JOINT VENTURE AGREEMENT

CONDITIONS AND TERMS

[To be executed on Rs. 1,200/- stamp paper]

THIS JOINT VENTURE AGREEMENT (hereinafter called the "Agreement") made and entered into this day of the month of 20__ by and among:

A. PRINCIPAL MEMBERS (local and foreign) comprising:

1. [Name and address of the Lead Local Partner firm] (hereinafter called "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Lead Partner";
2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Local Member';
3. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Foreign Member'; and
4. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Principal Foreign Member".

B. ASSOCIATE MEMBERS (local and foreign):

1. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".
2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

(all the above local and foreign members for the purpose of this Agreement hereinafter individually called the "Member" and collectively called the "Members")

WHEREAS

- (a) the Procuring Entity (as defined hereunder) intends to appoint /has appointed the Bidder for providing Project Works comprising of Construction and O&M of Residential Apartments on FBR land situated in Gulistan-e-Johar, Karachi; hereinafter called the "Project"; and
- (b) the Members have agreed to join hands in the form of a Joint Venture to provide the said Project Works.

NOW THEREFORE, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Procuring Entity" means the person, firm, company or body named in [Schedule 1] and none other, except its legal successors and permitted assigns;
- 1.1.2 "Country" means the country named in [Schedule 1] where the Project is located;
- 1.1.3 "Day" means working day, and "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.4 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.5 "Invitation" means the invitation of the Procuring Entity to a Member or Members to submit a Bid for the execution of Project Works for the Project;
- 1.1.6 "Joint Venture" means the joint venture formed between the Members in accordance with this Agreement;
- 1.1.7 Joint Venture Agreement, hereinafter referred to as "this Agreement", comprises the document entitled Conditions and Terms together with Schedules 1 to 4 attached there to and such other documents as may be specified in [Schedule 1] to form part of this Agreement;
- 1.1.8 "Lead Partner" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Joint Venture's Representative for liaison with the Procuring Entity and, unless otherwise agreed by the Members, the Project Manager for execution of the Project Works;
- 1.1.9 "Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;

- 1.1.10 "Project" means the undertaking Project Works named in [Schedule II] in connection with which the Procuring Entity intends or has commenced to proceed and requires professional services;
- 1.1.11 "Bid" means the Bid to be prepared and submitted by the Joint Venture in response to the Invitation;
- 1.1.12 "Project Works" means all the works and services to be performed by the Joint Venture in accordance with the Bid, any Terms of Reference or the Agreement, as the case may be;
- 1.1.13 "Agreement" means the Agreement for Construction & O&M of residential apartments on FBR land situated in Gulistan-e-Johar, Karachi to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document; and

1.2 Interpretation

- 1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- 1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation.
- 1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this Agreement and not to those in any other document attached or incorporated by them.

2. JOINT VENTURE

- 2.1 The Members hereby establish a joint venture being an unincorporated association under the name of [name of joint venture] or such other name as the Members shall unanimously agree from time to time (hereinafter called the "Joint Venture") for the purposes of:
- preparing and submitting the Bid to the Procuring Entity [Remove if not applicable];
 - providing any further information, the Procuring Entity may require or negotiating with the Procuring Entity on any matters requiring negotiation in connection with the Bid;
 - entering into the Agreement with the Procuring Entity, if the Bid is accepted; and
 - performing all the Project Works to be undertaken for the Project by the Joint Venture under the Agreement.
- 2.2 The Members hereby appoint the Lead Partner and, pursuant to Sub-Clause 3.6, the representative of the Joint Venture, and confirm the addresses of the Joint Venture and the addresses of the Members respectively, as stated in [Schedule 1].

2.3 The profits and losses of the JV shall be allocated and shared by the Parties in the following proportions:

[Party Name 1]: [Percentage]

[Party Name 2]: [Percentage]

[Party Name n]: [Percentage]

Total: 100%

2.3 Unless otherwise agreed in writing by the Members, this Agreement shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Procuring Entity (such change to be notified to the Procuring Entity and his acceptance obtained).

2.4 If the JV is un-registered, the Parties shall get the JV registered as Special Purpose Vehicle (SPV) containing all the partners of JV within 1 months from the date of Letter of Intent. The SPV should include all JV members who have submitted the Bid. No change in the JV members shall be allowed without prior consent of the Procuring Entity.

3. BID SUBMISSION

3.1 The Members shall make all reasonable endeavors to obtain from the Procuring Entity the award of the Project Works in accordance with the conditions of the Invitation or such conditions as may subsequently be agreed between the Procuring Entity and the Joint Venture.

3.2 The preparation and submission of the Bid shall be undertaken jointly by the Members. The Lead Partner shall co-ordinate the preparation of the Bid and its submission to the Procuring Entity. The Members shall cooperate with the Lead Partner. The Members shall perform with all reasonable skill, care and diligence their respective functions until the award of the Agreement to the Joint Venture and signing of the Agreement or until the provisions of Sub-Clauses 16.1 and 16.3 have been satisfied.

3.3 Once the Bid has been submitted to the Procuring Entity, no changes may be made or additional information or explanations given without the consent of all the Members until the Agreement is effective.

3.4 The Members shall enter into the Agreement, if it is awarded to the Joint Venture, in accordance with the Bid, or the Bid as amended, subsequent to its submission, by agreement between the Procuring Entity and the Joint Venture.

3.5 Upon the execution of this Agreement, each of the Members shall grant a Power of Attorney in favor of a person nominated by it as its Representative, as designated in [Schedule 1]. The Representatives of each Member will constitute the Policy Committee of the Joint Venture. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Bid and the

Concession Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.

- 3.6 The Representative of the Lead Partner shall be the representative of the Joint Venture for the purpose of correspondence and discussion with the Procuring Entity on matters involving the interpretation of the Agreement and alterations to its terms and to the Project Works to be performed.

4. PERFORMANCE OF THE WORK

- 4.1 The work to be performed under the Agreement shall be carried out in accordance with the terms and conditions of the Agreement and this Agreement. In the event of any inconsistency between the terms of the Agreement and this Agreement regarding the performance of the work, the Agreement shall prevail, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.2 Each Member shall be responsible for fulfilling the obligations prescribed in [Schedule 3] in accordance with the terms of the Agreement to the satisfaction of the Procuring Entity, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.3 The apportionment of the Joint Venture's obligations between the Members in accordance with [Schedule 3] can be amended by agreement between the Members, subject to the consent of the Procuring Entity if required by the Agreement.
- 4.4 Any alterations or additions to the Project Works to be carried out under the Agreement shall be made only with the consent or on the instructions of the Procuring Entity in accordance with the Agreement. Responsibility for carrying out additional obligations shall be as agreed between the Members, subject to the consent of the Procuring Entity if required by the Agreement.

5. LANGUAGE AND LAW

- 5.1 The following shall be stated in [Schedule 1]:
- the language in which this Agreement shall be written and interpreted; and
 - the country or state, the law of which shall apply to this Agreement.

6. EXCLUSIVITY

- 6.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Project, other than as a Member of the Joint Venture and in accordance with the terms and conditions of this Agreement. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. EXECUTIVE AUTHORITY

- 7.1 No Member shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Member unless such authority is expressed in writing by the Members jointly in regard to the Joint Venture, or by a Member individually in regard to the (other) Member.
- 7.2 From the date of this Agreement until the award of the Agreement to the Joint Venture or until this Agreement shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:
- for the purpose of submitting the Bid, the respective responsibilities and obligations to be undertaken by the Members under the Agreement, subject to the conditions of the Invitation;
 - for the purpose of submitting the Bid, the prices and terms and conditions of payment comprised in the Bid as applicable to the Joint Venture generally, and to the Members separately, subject to the conditions of the Invitation; and
 - any communication to, or response to communication from, the Procuring Entity either written or oral and any commitment of any kind to the Procuring Entity or any other party in connection with the Bid.
- 7.3 From the date of the award of the Agreement to the Joint Venture, decisions on the policies of the Joint Venture shall be vested in a Policy Committee comprising the Representative of each of the Members specified in accordance with Sub-Clause 3.5.
- 7.4 Each Member shall provide notice of its Representative on the Policy Committee and shall give prior notice of any change in such appointment (s), temporary or otherwise, as may occur from time to time.
- 7.5 The representative of the Lead Partner on the Policy Committee shall be the Chairman of the Committee. The Chairman shall ordinarily convene the meetings of the Committee and may invite others whom he wishes to attend, in order to inform or advise the Representatives, or to record the proceedings of the Committee. The minimum frequency of Policy Committee meetings shall be as mentioned in the [Schedule 1].
- 7.6 In the event of there being disagreement between members of the Policy Committee on matters not otherwise prescribed in this Agreement the Chairman shall be entitled to use a casting vote.
- 7.7 Meetings of the Policy Committee shall take place at least as frequently as prescribed in [Schedule 1], unless otherwise agreed by the Members. A Member may convene a meeting of the Committee at any time by giving at least fourteen days' notice in writing to the Members.
- 7.8 Minutes shall be kept, in the language named in [Schedule 1], of all meetings of the Policy Committee and copies of all such minutes shall be circulated to the Members.

- 7.9 The Members respectively agree to act (and agree that their respective representatives on the Policy Committee shall act) at all times in the best interests of the Joint Venture in taking any actions relating to the Project and shall use all reasonable endeavors to settle any disputes arising between them in connection with the Joint Venture.
- 7.10 Each Member shall appoint a Local Representative in each locality where that Member is to work. The Local Representative of a Member shall be responsible for the obligations to be undertaken by it in the said locality and for performance of its responsibilities in that locality under this Agreement.
- 7.11 Each Member shall notify the other of its Local Representative and responsibilities assigned to him and shall give prior notice of any change in such appointment (s) or assignment (s) of responsibilities as may occur from time to time.
- 7.12 A Project Manager shall be appointed. Unless otherwise agreed by the Members, the Lead Partner shall appoint him and will be entitled to subsequently remove him from that position and appoint a replacement.
- 7.13 The Project Manager shall manage and supervise the performance of the work under the Agreement in accordance with the directions of the Policy Committee, and shall report to the Policy Committee on the performance and progress of the work as and when required by that Committee.
- 7.14 The Local Representatives shall work under the direction of the Project Manager.

8. DOCUMENTS

- 8.1 All documents produced by a Member or the Members in connection with the Project which are made available to persons other than the Members shall bear the name of the Joint Venture.
- 8.2 All documents prepared by either of the Members in connection with the performance of work under the Agreement, and which are submitted to the Procuring Entity or are to be made available to third parties, shall be signed by the Project Manager, unless they concern the interpretation of the Agreement or alteration to its terms or Project Works to be performed.
- 8.3 Each Member shall have unrestricted access to any work carried out by the Members in connection with the Project.
- 8.4 Copies of all documents submitted to the Procuring Entity by or on behalf of the Joint Venture by a Member shall be circulated to the Members as soon as reasonably practicable following such submission.
- 8.5 During the period of this Agreement and after the termination of the Agreement without limit in point of time, no Member shall disclose to any person any information which it obtains through its participation in the Joint Venture (and

shall ensure that its employees shall observe such restrictions) unless the said information:

- becomes public knowledge;
- must be disclosed for the proper performance of the Project Works; or
- is published with the approval of the Joint Venture and, when required under the Agreement, of the Procuring Entity.
- No Member shall utilize photographs, or other data describing the Project, in promoting its own business, without the approval of the other Member(s).

8.6 Except as may be otherwise provided under the Agreement, the copyright in documents produced by a particular Member in connection with the Project is granted to the Members and each Member hereby licenses the Members to use and reproduce documents produced by it.

8.7 Except as provided in Sub-Clause 8.6, each Member shall indemnify the Members against all claims, liabilities, damages, costs and expenses sustained as a result of reusing the designs, drawings and other documents produced for the Project on other projects.

9. PERSONNEL

9.1 Each Member shall assign a sufficient number of its employees to the Project so that the provisions of this Agreement are complied with and the Project Works are carried out in accordance with the Agreement. Unless specifically agreed otherwise, the Joint Venture shall have no employees of its own.

9.2 Each Member shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.

9.3 Notwithstanding the foregoing provisions of this Clause, each Member may allow; any person, firm or corporation over which it exercises management control; to fulfill any of the obligations for which it is responsible under this Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Member.

9.4 Each Member shall be entitled to invite, subject to the approval of the Procuring Entity (if required) and to the agreement of the Members, sub-consultants to carry out any of that Member's obligations, provided that in such circumstances the control of and responsibility for undertaking those obligations shall at all times remain vested in the Member in question.

9.5 The engagement of sub-consultants by the Joint Venture shall be subject to the provisions of Clause 7.

10. ASSIGNMENT AND THIRD PARTIES

10.1 No Member shall sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this Agreement, or its interests in any sums payable by the Procuring Entity other than by a change in favor of its bankers of any monies

due or to become due under the Agreement, without the prior written consent of the Members.

10.2 This Agreement is exclusively for the benefit of the Members and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

11. SEVERABILITY

11.1 If any part of any provision of this Agreement is found by an arbitrator or Court or other competent authority to be void or unenforceable, such part of the provision shall be deemed to be deleted from this Agreement and the remainder of such provision and the remaining provisions of this Agreement shall continue to be in full force and effect.

11.2 Notwithstanding the foregoing, the Members shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the part of the provision found to be void or unenforceable.

12. MEMBER IN DEFAULT

12.1 In the event of insolvency of a Member, the other Member [or remaining Member (s) of rest of JV] is hereby irrevocably constituted and appointed to act for it in all matters affecting performance of this Agreement.

12.2 A Member that delays or fails to fulfill its obligations in whole or in part under this Agreement shall be deemed in default and shall indemnify the other Member (s) in respect of the consequences.

12.3 A notice in writing from the Procuring Entity that the performance of obligations under the Agreement is unsatisfactory or that the continued involvement of a Member is no longer required in whole or in part shall for the purposes of this Clause mean that the Member concerned is in default unless otherwise agreed by the other Member(s).

12.4 If the default of a Member shall be such that the Member in question shall be substantially in breach of its obligations hereunder, the other Member(s) shall be entitled to reassign the work concerned.

12.5 Any actions taken by the other Member against the defaulting Member pursuant to the preceding Sub-Clauses of hereof shall be without prejudice to any rights to which he may be entitled at law against the defaulting Member.

12.6 If a reassignment of work under the Agreement is made in accordance with this Clause, the defaulting Member shall not obstruct the Member who undertakes the reassigned work and shall provide him with access to all documents and information necessary for its proper performance.

12.7 Any sums received by the Joint Venture in payment for the defaulting Member's obligations already undertaken shall be used to compensate any loss or damage resulting from the default of that Member. The defaulting Member shall remain

responsible for providing guarantees and bonds relevant to the obligations allocated to that Member prior to such reassignment until the completion of the Project Works.

12.8 If all of the defaulting Member's obligations are reassigned in accordance with this Clause, the other Member(s) shall be entitled to and shall:

- carry on and complete the performance of the Agreement without the participation of the defaulting Member, its successors, receivers or other legal representatives and continue to act in accordance with the terms of this Agreement (as amended to take account of the non-participation of the defaulting Member); and
- retain for the performance of the Agreement all equipment and materials purchased therefor and all assets owned by the Joint Venture at the time of the default by the defaulting Member until the completion of the Project Works. The defaulting Member, its successors, receivers or other legal representatives shall execute and do all deeds, documents and things necessary to enable the said equipment and materials to continue to be so used and to enable the Joint Venture to continue without involvement of the defaulting Member.

12.9 Upon completion or earlier termination of the Agreement and receipt of all amounts due thereunder, the remaining Member(s) shall account to the Member in default which shall be entitled to receive an amount equal to any sums provided by the defaulting Member towards any general funds which shall not previously have been expended, plus such Member's share of any funds of the Joint Venture due to it, reduced by any losses or damage occasioned by its default.

12.10 In the event that the share of the losses chargeable to the defaulting Member exceeds any sums provided by the defaulting Member to any general funds and the share of any funds of the Joint Venture due to it in accordance with the terms of this Agreement, the defaulting Member shall promptly pay the excess to the remaining Member(s).

13. DURATION OF THE AGREEMENT

13.1 If it has been jointly established by the Members that the Bid will not be accepted by the Procuring Entity or if it has not been accepted by the Procuring Entity within the period allowed for acceptance in accordance with the Bid or any extension of that period subsequently agreed between the Procuring Entity and the Joint Venture, this Agreement shall thereupon terminate forthwith.

13.2 If the Bid is accepted by the Procuring Entity, this Agreement shall continue to have full force and effect and shall continue the same when the Agreement is entered into with the Procuring Entity, until confirmation has been received from the Procuring Entity that the Project Works have been completed, or the Agreement has been terminated, and all accounts relating to the Project Works between the Joint Venture, the Procuring Entity and third parties and between the Members are acknowledged as settled.

13.3 Provided that the terms of this Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. LIABILITY

14.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member (s) against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

14.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the remaining Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by arbitration in accordance with Clause 19.

15. INSURANCE

15.1 Unless otherwise agreed by the members, each Member individually shall make all reasonable efforts to maintain insurance coverage in the amounts stated in [Schedule 2] as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

15.2 Each Member shall make all reasonable efforts to maintain insurance cover in the amounts stated in [Schedule 2] for public/third party liability insurance and any other insurances necessary to comply with the Agreement.

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATION

16.1 Each Member shall be reimbursed the costs and expenses incurred by it in connection with the promotion, preparation, negotiation and submission of the Bid, as per actual expenses or as prescribed in [Schedule 4].

16.2 If [Schedule 4] does not prescribe the reimbursement of promotional costs and expenses each Member shall bear the costs and expenses which it incurs.

16.3 All payments to the Members shall be made in accordance with [Schedule 4] and the financial policy of the Joint Venture is as set out in that Schedule.

17. FINANCIAL ADMINISTRATION AND ACCOUNTING

17.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affairs; where relevant, and for accounting accordingly to the relevant authorities.

17.2 The Lead Partner shall be responsible for provision of Financial Administration Services as set out in [Schedule 2].

18. GUARANTEES AND BONDS

18.1 Unless otherwise agreed by the Members, the Members severally shall provide guarantees and bonds in proportion to their respective shares in the Project Works sufficient for the total of guarantees and bonds required of the Joint Venture by the Procuring Entity. The Members severally shall be responsible for administration and extensions, if required, of the guarantees and bonds they have provided.

19. ARBITRATION

19.1 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Procurement Rules stipulated in [Schedule 1]. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

19.2 Judgment upon the award rendered in any arbitration proceedings may be entered in any court having jurisdiction by any of the Members or application may be made to such court for, a judicial acceptance of the award and an order for enforcement (as the case may be).

20. NOTICES

20.1 Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in [Schedule 1]. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.

20.2 The official address of the Joint Venture to be included on all documentation signed in the name of the Joint Venture shall be as designated in [Schedule 1] hereto or such other address as shall be agreed from time to time by the Members, subject to the requirements of the Agreement.

21. SOLE AGREEMENT AND VARIATION

21.1 This Agreement is as specified in Sub-Clause 1.1.7 and is the sole agreement between the Members and supersedes any previous agreements between them relating to the matters referred to herein. Variations and addenda may be made to this Agreement, including the admission of new Members to the Joint Venture, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member(s) to be in default pursuant to Clause 12 his agreement and signature is not required.

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of
[Name of the Lead Partner firm]
Name of Authorized Representative: _____
Designation: _____

Date: _____

Seal: _____

2. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

3. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

4. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

5. For and on behalf of

[Name of Associate Member]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

JOINT VENTURE AGREEMENT DATA SHEET

[Instructions are provided, as needed, in italics.]

Clause Reference**1.1.1 NAME AND ADDRESS OF THE PROCURING ENTITY:**

[Insert name and address of the Procuring Entity.]

1.1.2 COUNTRY:

[Insert the name of Country where the project is located.]

1.1.10 PROJECT BRIEF:

[Insert project name and brief description.]

2.2, 3.5 LEAD MEMBER, REPRESENTATIVE OF JOINT VENTURE AND MEMBERS OF JOINT VENTURE:

3.6& 20 *[Insert the name and Address of Joint Venture]*

[Insert the name and address of Lead Member.]

[Insert the name and address of Representative of Lead Member/ Joint Venture.]

[Insert the names and addresses of all the JV Members.]

5.1 LANGUAGE AND LAW:

The joint Venture Agreement shall be written and interpreted in English Language

The Law of Islamic Republic of Pakistan shall apply to this Agreement.

7.5 MINIMUM FREQUENCY OF POLICY COMMITTEE MEETINGS:

[Insert the minimum frequency of Policy Committee Meetings keeping in view the Project size and complexity.]

19.1 RULE OF ARBITRATION:

[Insert the rule of Arbitration which shall apply to the Joint Venture Agreement]

INSURANCE POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

15 INSURANCES:

15.1 *[Amounts to be inserted hereunder for each member to maintain the insurance cover as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement]*

Name of Member Amount against Insurance Coverage

15.2 *[Amounts to be inserted hereunder for each member to maintain the insurance cover for public/third party liability insurance and any other insurances necessary to comply with the Agreement]*

Name of Member Amount against Insurance Coverage

OBLIGATION BETWEEN THE MEMBERS (AS PROVIDED IN SCHEDULE 1)

[Instructions are provided, as needed, in italics.]

Clause Reference

4 PERFORMANCE OF THE WORKS**A. Pre-Award Stage**

[Describe the obligations of each Member for pre-award stage]

B. Post -Award Stage

[Describe the obligations of each Member for post-award stage in accordance with the terms of the Agreement to the satisfaction of the Procuring Entity]

FINANCIAL POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATIONS

A. Pre-Award Stage

16.1

&

16.2 Estimated/Notional Expenses

[Insert estimated/notional expenses incurred for promotion and preparation of Bid as hereunder]

Name of Member Estimated/Notional Expenses

B. Post -Award Stage

16.3 Financial Policy of JV

[Financial policy of the Joint Venture to be as set out]

17.2 FINANCIAL ADMINISTRATION SERVICES:

[Financial Administration Services to be set out by the Lead Partner]

PART- II – DRAFT AGREEMENT

PART- III- SCOPE OF THE PROJECT & TECHNICAL SPECIFICATIONS

Disclaimer: All the information provided in this section relating to facilities, area, and related details is based on facts as existed at the time of collecting such information. The successful Bidder is to survey and update such information at the time of signing of agreement.

A. Scope of the Project

The Federal Board of Revenue (Formerly known as Central Board of Revenue) was established on April 01, 1924, by the Central Board of Revenue Act, 1924. In 1944, it became part of the Ministry of Finance's Revenue Division. After independence, it operated as an attached department of the Ministry of Finance until August 31, 1960, following the recommendations of the Administrative Re-organization Committee. At that point, it was renamed the Federal Board of Revenue (FBR).

Federal Board of Revenue is a federal law enforcement agency of Pakistan that administer fiscal policies, collect tax revenue, make regulations regarding collection of tax. investigates tax crimes, suspicious accumulation of wealth, money-laundering and act as quasi-judicial deciding taxation cases and appeals.

Federal Board of Revenue (FBR) of Pakistan has a portfolio of real estate properties, both undeveloped and developed, all over the country. It plans to bring its undeveloped property located in Gulistan-e-Johar, Karachi to active use for residential purposes in the form of Public-Private Partnerships. The property under consideration is as follows:

City	Area	Location	Proposed Use/Project
Karachi	18.7 kanal	Block-3, Gulistan-e-Jauhar	Residential Building

a) OBJECTIVES:

FBR seeks following objectives through this Bidding:

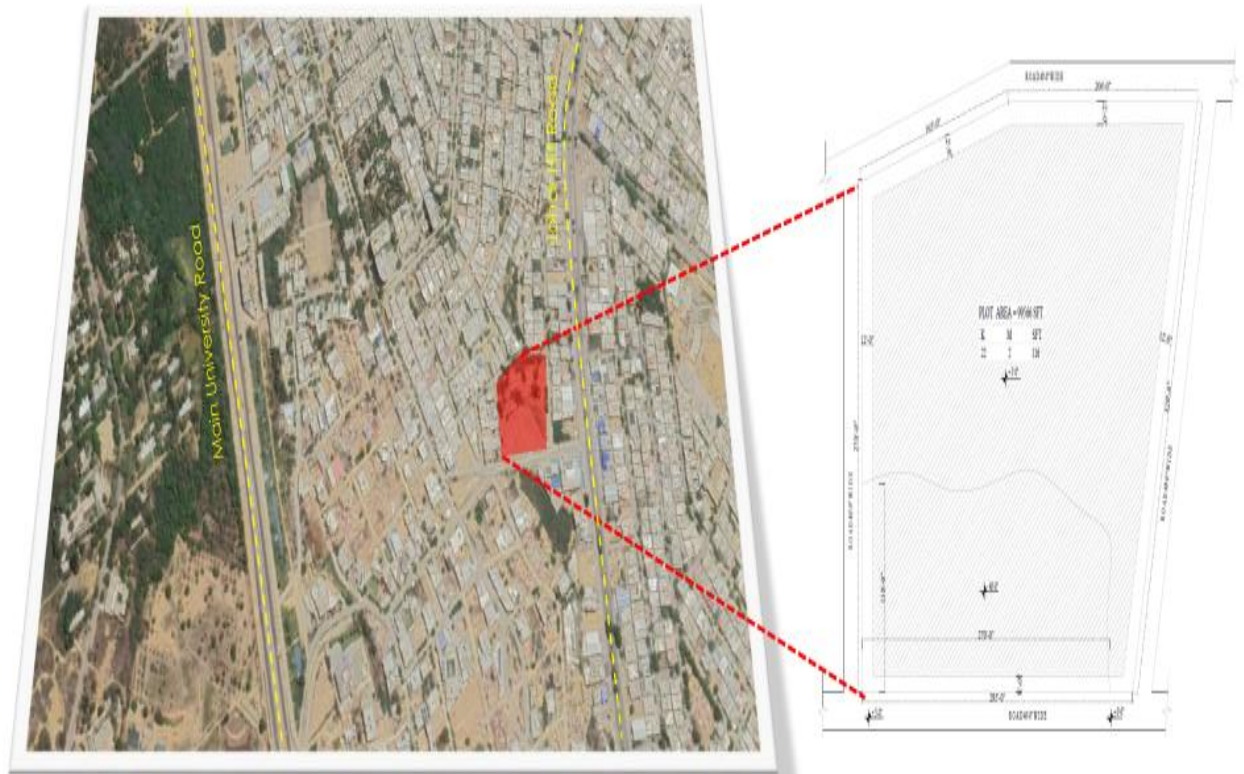
- Enter into a long-term partnership with a highly-qualified and financially-strong Real Estate Developer to design, build and finance the Proposed project and additional amenities in Public Private Partnership mode on the property owned by FBR;
- The project shall be operated under concession for 30 years in order to cover life-cycle costs, earn project revenues from the Project, and earn an acceptable return on investment;
- Identify a long-term partner that will maintain the high standards for projects, community relations, management and maintenance of the property;
- Incorporate environmentally sustainable operating and maintenance practices; and
- The Projects shall be transferred back to FBR without any condition at the end of concession period.

b) SITE ANALYSIS

The analysis of proposed site in Karachi is as under:

This site is situated in Gulistan-e-Johar, Karachi, which is a sizable residential enclave. Positioned on the city's eastern periphery, this neighborhood accommodates a diverse population exceeding 1 million individuals. Within Gulistan-e-Johar, a range of educational institutions including schools, colleges, and universities can be found, along with numerous healthcare facilities like hospitals and clinics.

Spanning across 18.7 kanal, the subject plot is located adjacent to the Beacon House School. The University of Karachi and NED University of Engineering & Technology are positioned to the north of the site. Branch roads connect the site to the Main University Road in the north and to Johar Hill Road in the south, via Ibrahim Street. Towards the northwest, the Dow International Dental College and Hospital are located in proximity to the site. Notably, a significant portion of the plot lies approximately 3 feet below the current road level.



c) DETAILED SCOPE OF PROJECT

The Property is currently under the management and control of the Federal Board of Revenue (FBR). FBR intends to invite Bidders to invest in the Project to develop, design, finance and construct the multistory residential apartments building on land and operate and maintain the Project Assets for a period of 30 years (the, "Concession Period") in accordance with the terms of the RFP and the Concession Agreement.

The Project will have following components:

- Commercial Close;
- Financial Close;
- Design & Construction Phase
- Operations and Management Phase
- Handback

B. Commercial Close

FBR will issue a Letter of Intent (LOI) to negotiate the final Concession Agreement terms with the Successful Bidder. FBR may request revised bids based on its needs. Upon meeting these requirements, the Successful Bidder will receive a Letter of Support (LOS). Finally, the SPV formed by the Concessionaire will sign the Concession Agreement with FBR.

C. Financial Close

The Concessionaire will have to achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep FBR well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of FBR upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

D. Design & Construction Phase

i. Design Phase

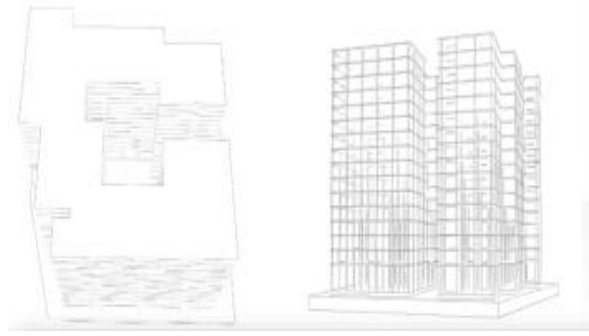
Under the Design phase, the following activities will be undertaken by the Successful Bidder:

- The Concessionaire should prepare design and layout of the Project in accordance with the building height restrictions, the design preferences, and other requirements laid down in the relevant building regulations.
- Prepare detailed design and seek approval of FBR before initiation of Construction work.

a) Apartments Design Requirements

- The following are the envisaged building specifications as per the Karachi Building & Town Planning Regulations, 2002:

Site Area – SFT	99,566
FAR	1:7
No. Floors	G+14
Max Coverage	65%
Parking	1 per 1000 SFT
Front Set Back	8’ arcade
Side Set Back	12’
Back Set Back	12’



- The Concessionaire shall be responsible to undertake his own due-diligence and prepare design as per applicable prevalent bye-laws. The Concessionaire shall ensure maximum utilization of the Project covered area in accordance with the applicable standards and bye-laws.
- The Apartments shall be of the following types (No. of beds) and in the following proportion:

Type	Size (SFT)	Proportion
1 Bed	700-850	20%
2 Bed	1200-1400	30%
3 Bed	2200-2500	50%

- The Concessionaire shall be wholly responsible for the Design, Layout Plan, Construction and Development and Financing the construction, commissioning, maintenance and operations of the Project till expiry of the concession period. The Concessionaire shall through Independent Engineer and where required through Independent Auditor shall provide all data, designs, construction designs and milestones shall provide to the FBR for approval (which approval shall not obligate the FBR to incur any Projects risks).
- The construction of the multistory building shall adhere to technical specifications to ensure its safety, durability, and functionality. The foundation will be designed based on a geo-technical report, employing either shallow or deep foundation methods, with adequate bearing capacity to support the structure. The building will have a robust roofing system with proper insulation and drainage provisions. Electrical, plumbing, and HVAC systems will be designed based on load calculations and energy-efficient principles.

- Additionally, the Building shall be built on green/ smart basis, it involves a sustainable and environmentally conscious approach to construction. It entails incorporating eco-friendly design principles, materials, and technologies to minimize its impact on the environment. Key aspects of green building practices include energy efficiency, water conservation, use of renewable resources, and waste reduction. Efficient insulation, solar panels, and energy-efficient appliances contribute to lower energy consumption, while rainwater harvesting and water recycling systems help conserve water resources. Additionally, the selection of locally sourced, recycled, or low-emission building materials further reduces the building's carbon footprint.
- Design of the building to ensure the security of the residents and staff. Design underground parking areas to maximize building and occupant security.
- Quality assurance measures, compliance with local building codes and regulations, and adherence to health and safety protocols will be strictly enforced throughout the project.
- In designing the water supply system, following must be ensured:
 - Design is based on minimum 50 years life period that caters to a mean population of seven (7) people per apartment and gives special attention to water conservancy
 - Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping
 - Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.
 - Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
 - Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
 - Water is available for fire fighting
 - Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)

- In designing the sewerage and drainage system, following requirements shall be ensured:
 - Drainage and sewerage systems are maintained independently
 - At least eighty-five (85) percent of water supply is considered as sewage
 - Level of sewage effluent is reduced to an acceptable level as per prevailing standards using adequately sized septic tanks (supported by calculations)
 - Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection.
 - Sewerage system provides external disposal by terminating at the trunk sewer
 - Storm water is captured from rooftops and diverted to drainage system
 - Drainage system is designed on a 10 year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for re-absorption
 - Sewerage and drainage components are designed as per TEPA/WASA design criteria, or in the absence of such, international standards (with reference).

a) Utilities

- In designing the electricity and lighting network, following shall ensure that:
 - Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
 - Electricity network is underground, conforms to K-Electric standards, and connects to a grid station
 - Gas network is underground, conforms to SSGC standards, and connects to the gas mains
 - Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, parking areas, footpaths, boundary walls, etc.
 - Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas;
 - All lights are energy efficient

b) Additional Considerations for FBR Reserved Apartments

Apartments reserved for FBR shall be unfurnished and in accordance with the specifications prescribed under Rule 8 of Accommodation Allocation Rules, 2002.

Construction Standards

a) General Requirements

Successful Bidder shall be required to carryout following activities under this phase:

- Provide building materials and finishes that are durable and require low maintenance. Building material including concrete, bricks, glass, metal, cast iron, steel, uPVC and other fibers should meet the high quality standards.
- Provide a building that is spatially efficient and designed to maximize the ratio of residential areas to amenities, support, circulation and service areas. Standardize unit types, kitchen and bathroom layouts within a project as much as possible. Co-ordinate and plan for amenity and support service spaces to maximize efficiency of circulation for both tenants and staff. The amenities should be located centrally and grouped for efficiency and to encourage social interaction.
- The Developer should validate the vertical and horizontal load-bearing of the building.
- MEP systems include the following:
 - Elevators
 - Lighting
 - Telecommunications Infrastructure
 - Heating, Ventilation and Air Conditioning (HVAC)
 - Fire Protection
 - Water Supply & Management
 - Waste Disposal Systems
- Built-in lighting should be ensured in kitchens, bathrooms, rooms and corridors and in the form of hanging pendants in dining rooms.
- Incorporate environmentally sustainable operating and maintenance practices by using BIM (Building Information Modelling), ensure compliance with Green Features / Green Building concepts/guidelines and propose smart building and automation concept.
- Visual appeal of the building's exterior should be ensured through design work and by selecting the right materials.
- Building should have common areas consisting of:
 - Indoor amenity spaces for residents use
 - Administration and Program Support Services for administrative and support staff use
 - Service Areas for maintenance and building services and storage
 - Circulation and Access in the building
 - Outdoor Spaces for recreation and services
- Ensure that the mechanical and electrical rooms are located as close as possible to the entry point for utilities. Locate for efficient distribution, including space and access for servicing.
- A comprehensive site water management strategy should be developed by the Concessionaire at an early stage. Erosion control, and storm water management should be addressed. Investigate measures such as previous paving, rain gardens, bio swales, storm water retention and storm water treatment.
- Demolitions shall be performed in an orderly manner and the Concessionaire shall take all necessary precautions and expedients to prevent damages to the adjacent

structures. Explosives shall not be used to remove or demolish the Plain and Reinforced Cement Concrete Structures unless otherwise directed by the Engineer.

- The Concessionaire shall take sufficient steps/ actions/ measures for the safety of the adjoining building and shall be sole responsible for any damage to the existing superstructures and substructures caused due to demolition. FBR shall not be responsible for any misshape due to poor execution.
- Existing utility lines that are visible or the locations of which are made known to the Concessionaire prior to demolition and that are to be retained, as well as utility lines constructed during dismantling if damaged, shall be repaired by the Concessionaire at his own expense.
- All materials resulting from Demolition shall be disposed off out of Municipal limits along the most direct route from the boundary of the project and/or as directed by the Project Engineer.

b) Apartments

Construction of committed number of apartments in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master or Sonex made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation
- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster
- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of ½" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1½" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1¼" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1½"x3/8" (40mm×10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1½"x1½"x¼", welded (40 mm×40 mm× 6mm) with M.S. flat 2"x¼" (50mm × 6mm) and finished with paint/polish of approved make
- External main door is 1½" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1½"x3/8" (40mm × 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both

sides and fingerplate complete in all respect, and finished with polish of approved make

- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe
- Apartments reserved for market/leasing to commercial third parties shall be furnished.

c) Kitchen

- 12"x12" Master or Sonex made porcelain tiles or equivalent on floors
- Glazed tiles on walls up to five (5) feet
- Vin board cabinet 3/4" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
- Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
- Suigas and electricity point for countertop stove
- Exhaust fan

d) Bathroom

- 8"x12" glazed tiles on floor
- Glazed tiles on walls up to five (5) feet
- WC, washbasin and shower
- Toilet paper holder, soap dish, towel rail, mirror
- Exhaust fan
- Door with stainless steel plate of appropriate thickness fixed on inside.
- All sanitary fittings and sanitary ware made by Sonex, Master or equivalent
- UPVC pipes for internal water supply & sewerage made by Dadex or equivalent
- Toilet and kitchen water supply line will be provided with independent main control valve for isolation and maintenance, and shall have separate piping for hot and cold water with point provision for user installed geyser (gas and/or electrical)
- GI pipes for gas made by IIL, Jamal or equivalent
- Wires of Pakistan Cables or equivalent in PVC pipes installed with sockets, switches and distribution boxes having adequate protection circuits
- All fittings for internal utilities pertaining to electricity, sui-gas and water concealed using all materials like pipes, joints, etc. according to the specifications of respective Government Agency, or in the case of prefabricated walls, any other equivalent arrangement
- Stairs with adequate safety features (railing, etc.) and finishing (mosaic steps, distempered soffit, etc.)

e) Structural Performance Standards

- The work shall conform to the best practices and requirements of all applicable codes and standards, including, but not limited to the following:

Particulars	Components	Standard Benchmark
Building Structure		

Composite Structure Steel & RC	General Seismic Design	Building Code of Pakistan (Seismic Provisions) - Pakistan Engineering Council or currently applicable
	Loads, Load Combinations and Nominal Strengths	
	Materials	
	Composite Members	
	Composite Connections	
	Composite Frames	
	RC Shear Walls	
	Composite Steel Plate Shear Walls	
	Structural Design & Specification	
	Masonry	
	Architectural Elements	
Mechanical & Electrical Systems		
Energy Provisions		
Building Envelope	External Walls & Roofs	Building Code of Pakistan (Energy Provisions-2011) - Pakistan Engineering Council or currently applicable
	Glass & Framing System	
	Air Leakage/Infiltration	
Heating, Ventilation & Air Conditioning	Controls	
	Piping & Ductwork	
	System Balancing	
	Condenser	
Service Water Heating	Piping Insulation	
	Equipment Efficiency	
Lighting	Lighting Control	
	Exit Signs	
	Exterior Building Grounds Lighting	
	Landscape Lighting	
	Interior Lighting Power	
	Exterior Lighting Power	
Electrical Power	Transformers	
	Energy Efficient Motors	
	Power Factor Correction	
	Check Metering	
	Power Distribution Systems	
Safety Systems		
Fire Prevention & Life Safety	General Safety Requirements	Building Code of Pakistan (Fire Safety Provisions-2016) - Pakistan Engineering Council or currently applicable
	Building Services	
	Fire Safety Construction Features	
	Fire Protection Systems	
	Means of Egress	
	Safeguarding Construction Operations	
	Fire Department Access & Water Supply	
	Combustible Waste & Refuse	
Occupancy Fire Safety		

Construction Performance Standards

The Concessionaire shall be required to carry out all construction in conformance to the following covenants:

- Construction Completion Date shall be no later than thirty-six (36) months after the Financial Close
- All applicable permits and registrations required to undertake the Project have been procured by the Concessionaire;
- Project Completion Schedule shall be submitted to the FBR for approval before commencement of construction;
- Safety plans shall be submitted to the FBR and signboards shall be placed in English and Urdu for the safety of commuters;
- International and local safety standards, and best practice procedures shall be followed during construction;
- Construction material shall only be procured from approved sources with appropriate tests certification;
- Independent Engineer shall be facilitated in his work by the Concessionaire, who shall provide the Independent Engineer with:
 - a furnished, equipped and maintained site office for the duration of the construction period
 - a laboratory facility with all required testing equipment, services, supplies, attendants, furniture with a set of latest editions of prescribed standards (running and maintenance cost of the tests shall be borne by the Concessionaire)
 - equipment required for the following tests:
 - Sieve Analysis
 - Specific Gravity
 - Liquid and plastic limit
 - Moisture Density
 - Sand equivalent test
 - Modified proctor test
 - In situ density
 - CBR Test
 - In situ CBR
 - Brick Test
 - Steel Test
 - Concrete test
 - Asphalt test
 - Compaction Test
 - Cylinder strength test
 - Any other related tests that may be conducted

[**Note:** The Bidder should submit the list of tests to be carried out and their sample forms in the proposed methodology.]

E. Operation and Management Phase

The successful bidder shall bear the operational expenses of the Multistory Residential Building (the Building) during the concession term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of the FBR.

The successful bidder will be required to operate the Project in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Investor will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Building and that the relationship with Federal Board of Revenue operates through channels of dialogue and transparency.

To ensure smooth operation and maintenance of the Building, the successful bidder shall:

- A well-designed and constructed building that meets the needs of its occupants and complies with safety and building codes. Utilize sustainable and durable materials to minimize future maintenance requirements. A comprehensive maintenance plan that covers routine inspections, repairs, and upgrades to identify and fix issues promptly;
- Implementation of robust security measures to ensure the safety of occupants and property. This may include surveillance cameras, access control systems, security personnel, and emergency response protocols. Conduct regular drills and provide training to building occupants and employees to respond to emergencies;
- Ensure timely collection of rents and allocate funds for maintenance, repairs, and improvements;
- Establish clear and transparent contracts with service providers and vendors to ensure continuity and efficiency in building operations;
- Foster open communication with tenants to address their concerns promptly. Consider setting up a digital platform for tenants to report issues and stay updated on building announcements;
- Provide ongoing training to building staff, including security personnel, maintenance workers, and property managers, to keep them updated on industry best practices and safety measures.

Successful bidder shall be entitled to the following during the concession term:

- Collect revenue from the Building operations;
- Arrange for association with one or more credit card systems for receipt collection;
- Open one or more bank account(s) in the name and title of the tradename of the Project. That account shall be opened in an internationally recognized bank with good standing chosen by Federal Board of Revenue, this account(s) will be used by

the Successful Bidder for depositing revenue collected from the Building's operation and for disbursements of the entire cost and expense of maintaining, conducting and supervising the operation of the Building.

- Recruit, interview, and hire employees of the Building and pay from the bank account(s) of the Building, salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Building and for the purchase of all operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Building;
- Maintain a clean and hygienic environment by hiring professional cleaning services to clean common areas, hallways, and restrooms regularly and promote energy-efficient practices and encourage tenants to adopt sustainable habits. This may include using LED lighting, encouraging recycling, and reducing water consumption.
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for revenues, rates, clientele structure, sales terms for commercial area and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in the Building.
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Building and File such tax returns relating to the Building operations as may be required under the laws of Pakistan.

FBR Reserved Apartments:

- FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Rules. FBR to discuss the project with the Ministry of Housing stating that the project is offering 1, 2 and 3 beds apartments to its officials in accordance with the following entitlement:
 - A. Grade 17, 18 = One bed apartments
 - B. Grade 17, 18 and 19 = Two bed apartments
 - C. Grade 19, 20, 21 and 22 = Three bed apartment
- FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 35,898/-
19	Rs. 46,816/-
20	Rs. 50,079/-
21	Rs. 71,107/-
22	Rs. 89,230/-

- In case the FBR reserved apartments remain vacant for more than a month, Concessionaire shall have a right to give FBR reserved apartments on market rent in accordance with the procedure laid down in the Agreement. In case of renting of the FBR-reserved apartment by the Concessionaire to the general public, the Concessionaire shall retain an amount equivalent to the average of the ceiling rates, prevalent at the time, as per the entitlement of FBR officials for the type of apartment, and shall pass on the excess to the FBR from the monthly rent received from the tenant. For instance, concessionaire is renting out 3 bed apartments reserved for FBR, the revenue share of FBR will be:
 = Monthly rent earned - ((Ceiling of Grade 20 + Ceiling of Grade 21 + Ceiling of Grade 22)/3)

Service Level Agreements for O&M Phase:

The Concessionaire shall prepare an O&M plan to cater to the following Service Level Agreements (SLAs).

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency Repairs (Plumbing)	Critical issues that threaten	Immediate (Within 30)	Within 4 hours	Uptime of critical systems (e.g., fire alarms, elevators)	- Scheduled maintenance outages

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
ng leaks, electrical outages, fire safety issues)	n safety or habitability.	minutes of notification)			
Urgent Repairs (Loss of heat/AC, major appliance failure)	Issues causing significant discomfort or inconvenience.	Within 2 hours of notification	Within 24 hours	Resident satisfaction surveys	- Parts availability delays (documented)
Routine Maintenance Requests (Lightbulb replacement, leaky faucet)	Non-urgent repairs that maintain functionality and comfort.	Within 1 business day of notification	Resolved within 3 business days	Work order completion rate	- High volume of requests (managed expectations)
Building Cleanliness	Common areas (lobbies, hallways, grounds) maintained in a clean and presentable condition.	Daily cleaning	Visible cleanliness upon inspection	Regular inspections	- Acts of God (e.g., sudden snowstorm)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Amenity Functionality	Amenities (pool, gym, clubhouse) functioning properly and available for resident use.	Daily inspections	Resolved within 24 hours of reported issue	Uptime of amenities	- Scheduled maintenance outages
Noise Complaints	Addressing excessive noise disturbances from residents.	Respond within 1 hour of complaint	Resolved within 24 hours (progressive action may take longer)	Resident satisfaction surveys	- Construction (pre-approved by residents)
Resident Communication	Timely notification of maintenance issues, building updates, and emergencies.	As soon as possible, but no later than 24 hours	Utilize multiple channels (e.g., email, text, building notices)	Communication logs	- Urgent situations requiring immediate action
Pest Control	Addressing identified pest concerns within the unit or	Within 24 hours of notification	Resolved within 7 days (may require follow-up visits)	Pest-free environment	- Persistent infestations requiring specialized treatment

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	common areas.				
Package Delivery	Secure receipt and notification of resident packages.	Same or next business day of delivery	Residents notified within 24 hours	Package tracking system	- Delivery service delays
Guest Parking	Availability of designated guest parking spaces.	At least 2 guest spots available at all times	N/A	Percentage of guest parking availability	- Special events with pre-approved parking limitations
Security Concerns	Addressing security breaches or malfunctioning security systems.	Immediate (Within 30 minutes of notification)	Resolved within 24 hours	Functionality of security systems & resident satisfaction surveys	- False alarms
Move-In/Move-Out Procedures	Ensuring a smooth transition for residents.	Pre-move-in inspection scheduled within 48 hours of request	Unit returned to satisfactory condition within 1 week of move-out	Completion of move-in/out checklists	- Unforeseen damages requiring additional repairs
Maintenance Requests (Cosmet	Addressing non-urgent aesthetic	Responded to within 3 business days	Resolved within 7 business days	Work order completion rate	- High volume of requests (managed expectations)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
ic)	repairs (paint touch-ups, minor scratches).				
Landscaping & Snow Removal	Maintaining a well-groomed and safe outdoor environment.	Daily upkeep for landscaping, within 24 hours after snowfall for snow removal	Visually appealing grounds and clear walkways	- Severe weather conditions impeding service	
Appliance Replacements	Replacing major appliances in case of malfunction.	Within 2 business days of confirmed appliance failure	Replacement installed within 7 business days (may depend on part availability)	Appliance functionality	- Parts availability delays (documented)
Structural Inspections	Scheduled professional inspections to identify potential problems.	Annually or as recommended by a structural engineer	Inspection report outlining findings and recommendations	Completion of inspections & documented reports	- Acts of God (e.g., earthquake) triggering immediate inspection

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Preventative Maintenance (Building Envelope)	Routine maintenance of roof, exterior walls, and foundation to prevent water damage and structural issues.	Biannually (Spring & Fall)	Identified issues addressed before next inspection cycle	Upkeep records and visual inspections	- Unforeseen emergencies requiring immediate repairs
HVAC System Maintenance	Regular servicing of heating, ventilation, and air conditioning systems.	Quarterly or as per manufacturer's recommendations	Optimal system performance and resident comfort	Maintenance	-
Plumbing & Electrical					
Leaky pipes (faucets, showers, toilets)	Addressing leaks that cause water damage or disrupt functionality.	Within 24 hours of notification	Repaired to stop leaks within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring replacement of fixtures (documented)
Clogged drains (excluding hair)	Addressing clogged drains	Within 1 business day of notification	Resolved within 2 business days	Work order completion rate and resident satisfaction surveys	- Hair clogs considered resident responsibility

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
clogs)	that significantly impede water flow.	on			
Running toilets	Addressing toilets that continuously run and waste water.	Within 1 business day of notification	Repaired to stop running within 3 business days	Work order completion rate and resident satisfaction surveys	- Major repairs requiring replacement of toilet parts (documented)
Faulty light fixtures (excluding burnt-out bulbs)	Addressing malfunctioning light fixtures (switches, wiring issues).	Within 2 business days of notification	Repaired to functional condition within 5 business days	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring rewiring (documented)
Electrical outlet malfunctions	Addressing non-functioning outlets or flickering lights potentially indicating electrical problems.	Within 24 hours of notification	Resolved within 48 hours (may require electrician)	Work order completion rate and resident satisfaction surveys	- Scheduled power outages by utility company

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Smoke detector battery replacements		Pre-emptive as per manufacturer recommendations	Batteries replaced during routine maintenance or within 24 hours of resident notification	Up-to-date smoke detector maintenance records	-
Heating & Cooling					
Malfunctioning thermostats	Addressing thermostats that are not regulating temperature properly.	Within 1 business day of notification	Repaired to functional condition within 3 business days	Work order completion rate and resident satisfaction surveys	- Parts availability delays (documented)
Uneven heating/cooling in the unit	Addressing significant temperature variations within the unit.	Within 2 business days of notification	Resolved within 5 business days (may require additional inspection)	Temperature readings documented during inspection	-
Air filter replacements		Scheduled replacements as per manufacturer's recommendation	Filters replaced during routine maintenance or within 48 hours	Up-to-date air filter replacement records	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
		Conditions	of resident request		
Safety & Security					
Faulty door locks	Addressing malfunctioning door locks (broken keys, jammed mechanisms) that compromise security.	Within 24 hours of notification (priority)	Repaired to functional condition within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring door replacement (documented)
Broken intercom systems	Addressing non-functioning intercom systems that hinder communication and security.	Within 24 hours of notification (priority)	Repaired to functional condition within 72 hours	Uptime of intercom system and resident satisfaction surveys	- Parts availability delays (documented)
Malfunctioning fire extinguishers (inspection & maintenance)		Scheduled inspections as per fire code regulations	Extinguishers serviced and tagged within designated timeframe	Up-to-date fire extinguisher maintenance records	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
			e		
Emergency exit path lighting checks		Regularly scheduled inspections	All emergency lights functioning during inspections	Documented inspection reports	-
Interior & Common Areas					
Painting touch-ups (for reported minor damage)	Addressing minor scuffs, scratches, or nail holes on walls.	Responded to within 3 business days	Completed touch-ups within 7 business days	Visual inspection and resident satisfaction surveys	- Extensive damage requiring repainting of sections (managed expectations)
Carpet cleaning (scheduled or based on resident requests)		Schedule deep cleaning (e.g., annually) or within 48 hours of resident request (for spills/accidents).	Cleaned carpets upon completion of service	Resident satisfaction surveys and documented cleaning schedule	-
Repairing minor drywall damage (e.g., small holes)	Addressing small holes, cracks, or dents in drywall	Responded to within 3 business days	Repaired to smooth finish within 7 business days	Work order completion rate and resident satisfaction surveys	- Extensive damage requiring replacement of drywall sections (managed expectations)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Replacing burned-out light bulbs in common areas		As identified during routine inspections or within 24 hours of resident notification		All lights functioning in common	

F. Handback

Upon completion of the Concession Period or otherwise as provided in the Concession Agreement, the Concessionaire shall hand back the Project to FBR in accordance with the Concession Agreement read with Handback Requirements as may be mutually agreed in the Concession Agreement. Such requirements shall include:

Category	Requirement	Description
Asset Condition	Quality Standards	<p>Apartments must meet agreed-upon quality standards at handover. An independent inspection may be required for:</p> <ul style="list-style-type: none"> • Functional aspects (doors, windows, plumbing fixtures) • Finishes (paint, flooring, countertops) • Common areas (lobbies, landscaping, amenities)
Asset Condition	Residual Life Assessment	<p>An assessment determining the remaining useful life of the buildings will be carried out by the Independent Consultant to be hired with mutual agreement of FBR to assess factors like:</p> <ul style="list-style-type: none"> • Major building systems (HVAC, plumbing, electrical) • Planned maintenance history
Operational Documents &	Operation & Maintenance	Detailed manuals outlining operation and maintenance procedures for building systems must be provided including:

Category	Requirement	Description
Knowledge Transfer	Manuals	<ul style="list-style-type: none"> Recommended preventative maintenance schedules Spare parts lists and supplier information Troubleshooting guides for common issues Specific maintenance requirements for high-end finishes (e.g., stone countertops, wood flooring)
Operational Documents & Knowledge Transfer	As-built Drawings & Warranties	<p>Handover of all construction drawings and any remaining warranties for building components. This could include:</p> <ul style="list-style-type: none"> Architectural drawings Structural engineering plans Mechanical, electrical, and plumbing (MEP) drawings Warranties for major building components (roofing, elevators) Warranties for high-end appliances
Operational Documents & Knowledge Transfer	Staff Training	<p>FBR staff should be trained on operating and maintaining the buildings, potentially with a knowledge transfer period. Training would cover:</p> <ul style="list-style-type: none"> Building systems operation Emergency procedures Tenant management Regulatory compliance Specific maintenance tasks for high-end finishes and appliances
Financial Considerations	Security Deposits	<p>Return of any security deposits held by the Concessionaire, depending on the condition of the assets at handback.</p> <ul style="list-style-type: none"> Deductions may be made for any necessary repairs identified during the handover inspection, particularly those related to excessive wear and tear beyond normal depreciation.
Financial Considerations	Unresolved Dues	Settlement of any outstanding fees or charges related to the project, such as:

Category	Requirement	Description
		<ul style="list-style-type: none"> Unpaid rent or utility bills from tenants Outstanding maintenance costs Final performance penalties (if applicable)
Environmental Considerations	Environmental Site Assessment	<p>A report assessing any potential environmental liabilities associated with the property. This would include:</p> <ul style="list-style-type: none"> Asbestos or lead paint testing Soil or groundwater contamination
Records & Data	Project Records	<p>Handover of all relevant project records, including:</p> <ul style="list-style-type: none"> Construction documents Financial records Tenant information (with appropriate privacy considerations) Operational logs and reports Maintenance records detailing work performed on apartments and common areas
Insurance	Insurance Documentation	Transfer of any remaining insurance policies related to the property to FBR.
Dispute Resolution	Dispute Resolution Mechanism	Outline the process for resolving any disagreements that may arise during the handback process, potentially referencing the original concession agreement.
Apartment Maintenance	Reserve Fund for Major Repairs	A reserve fund set aside to cover the cost of major repairs during the Concession Period should be handed over, along with a plan for its future use. This ensures that PFR has resources for capital expenditures like roof replacement or building envelope repairs.
Apartment Maintenance	Spare Parts Inventory	Providing a sufficient inventory of spare parts for critical building systems and high-end finishes to minimize downtime during repairs.

All costs shall be borne by the Concessionaire in this regard. The Concessionaire shall also provide a Transfer Bond to comply with the requirements of the Handback Requirements.

G. Project Clearances

Federal Board of Revenue will facilitate Successful Bidder in securing all necessary approvals from Public Sector Entities for smooth implementation of the Project.

H. Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain for themselves on their own responsibility, all information that may be necessary for preparing the Proposal and for assessment of construction/ development, operations and maintenance needed at the site. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder's own expense.

I. Key Dates

The sequence of activities to be performed and their tentative schedule is as follows:

Activities/ Phases	Tentative Timeline
Issuance of RFP	dd/mm/yyyy
Pre-bid meeting	dd/mm/yyyy
Submission of Bids and opening of Technical Proposals	dd/mm/yyyy
Evaluation of the Technical Proposal, opening of Bid Offer and selection of successful Bidder	dd/mm/yyyy
Issuance of Letter of Award (LoA) to successful Bidder	dd/mm/yyyy
Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Design Phase	Right after completion of Financial Close

Construction Phase	Within 3 years after the signing of agreement
Commercial operations Phase	4th Year after completion of construction phase
Expiry of Concession Period i.e. Construction Time (3 years) + Operations	At end of 30th year of the date of signing of Concession Agreement
Handing over of the Project to FBR	After the concession period

PART- IV- BID OFFER

LETTER OF BID OFFER

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated [--] and issued by [--] (the “**Procuring Entity**”) (the “**Bidding Documents**”).

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _____ and _____] hereby declare that:

- (a) With reference to your Bidding Document dated [--] I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- (b) We hereby submit our Bid Offer of ____ number of apartments reserved for FBR officials, as specified in the annexed Form of Bid Offer.
- (c) We are making this Proposal after taking into consideration all the terms and conditions stated in the Bidding Document and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the Bid Offer.
- (d) We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the bidding document.
- (e) As security for due performance of the undertakings and obligations of this Bid, we submitted a Bid Security in the amount of PKR 10 Million which was enclosed with the Technical Proposal.
- (f) I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (g) I/ We believe that we/ our JV satisfy(s) the Technical & Bid Criteria and meet(s) the requirements as specified in the Bidding Document.
- (h) I/ We declare that we/ any Member of the JV, or our/ its Associates are not a Member of any other JV submitting the Bid for this Project
- (i) All partners of our JV shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof;
- (j) We understand that you are not bound to accept the highest or any bid you may receive.

(k) We do hereby declare that our Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Project Works.

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

[Seal]

FORM OF BID OFFER

[Bidder's Letterhead]

1. Share of FBR in Apartment

Sr. #	Description	Quoted FBR Share in Apartments															
1.	Number of Apartment offered to FBR*	Share in Apartments (%) =															
		Share in Apartments (No.) =															
		**Room wise Allocation of Offered Apartments (No.)															
		<table border="1"> <thead> <tr> <th>Type</th> <th>Proportion</th> <th>Total Share (No.)</th> </tr> </thead> <tbody> <tr> <td>1-Bed</td> <td>20%</td> <td></td> </tr> <tr> <td>2-Bed</td> <td>30%</td> <td></td> </tr> <tr> <td>3-Bed</td> <td>50%</td> <td></td> </tr> <tr> <td colspan="2">*Total Apartments</td> <td></td> </tr> </tbody> </table>	Type	Proportion	Total Share (No.)	1-Bed	20%		2-Bed	30%		3-Bed	50%		*Total Apartments		
		Type	Proportion	Total Share (No.)													
1-Bed	20%																
2-Bed	30%																
3-Bed	50%																
*Total Apartments																	
2.	Estimated Project Cost (PKR)																

**The Bidder shall ensure maximum utilization of the Project's covered area in accordance with the applicable standards and bye-laws.*

**Offered apartments should not be less than 40% of the total apartments*

***Room Allocation for Each Room Type should be in strict proportion of the ratio prescribed*

Note:

Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

a) if there is a discrepancy between share of offered apartment by type and the total number of apartments offered that is obtained by multiplying the proportion of apartment type and total apartments, the total number of apartments as quoted shall govern and the apartments by type shall be corrected;

b) if there is an error in a total corresponding to the addition of apartments by type, the total shall prevail and sub-total shall be corrected; and

c) Where there is discrepancy between grand total of apartments by type and number mentioned on the Form of Bid, the amount referred in the offer Schedule shall be treated as correct subject to elimination of other errors.

The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 13.6

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

[Seal]



FEDERAL BOARD OF REVENUE

BIDDING DOCUMENT

For

Hiring of Concessionaire for Development & Operations of Multi-storey Residential Apartments Building on FBR land situated in Islamabad on Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Mode

THIS REQUEST FOR PROPOSAL (RFP) INVITES INVESTORS ONLY FOR THE FBR PROPERTY LOCATED IN ISLAMABAD.

July 18th , 2024

FOREWORD

1. This Bidding Document has been structured in the following manner:

A. Bidding Document Part I: Bidding Instructions

- a).... Invitation to Bid;
- b).... Instruction to Bidders
 - Project Description;
 - Requirements for Bidder's Responsiveness, Eligibility and Qualification
 - Submission of Bids.
 - Bid Evaluation Process and Selection of Successful Bidder
- c).... Bidding Data Sheet
- d).... Bid Forms and Schedules

B. Bidding Document Part II: Draft Concession Agreement

C. Bidding Document Part III: Scope of the Project & Technical Specifications

- a).... Scope of the Project
- b).... Design and Construction Requirements;
- c).... O&M Requirements; and
- d).... Hand Back Requirements.

D. Bidding Document Part IV: Bid Offer

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IMPORTANT NOTICE

These Bidding Documents are being issued to the interested Bidders by the Procuring Entity solely for use in preparing and submitting their Bid for participation in the competitive bidding process being conducted by the Procuring Entity for the purposes of selection of a Successful Bidder to execute Project Works in relation to the **“Construction and O&M of Residential Apartments Building on FBR’s property situated in Islamabad on Public-Private Partnership (PPP) Mode ”** in accordance with the Request for Proposal

The Bids will be reviewed in accordance with the Laws applicable in Pakistan. Neither the Procuring Entity, nor its employees, personnel, agents, consultants, 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 Bidding Process and the same shall have no liability for these Bidding Documents or for any other written or oral communication transmitted to the Bidders in the course of the evaluation of Bids. Neither the Procuring Entity nor its employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the Bidders for any costs, fees, damages or expenses incurred by the Bidders in evaluating or acting upon these Bidding Documents or otherwise in connection with the Services. Any Bid submitted in response to these Bidding Documents by any of the Bidders shall upon full understanding and agreement of any and all terms of these Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in these Bidding Documents.

Any Bid that is 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 these Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of these Bidding Documents and all information provided by the Procuring Entity. The Procuring Entity (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 Entity (including its employees, personnel, agents, consultants, advisors and contractors etc.) in this regard.

These Bidding Documents do not constitute a solicitation to invest, or otherwise participate, in the Bidding Process, neither shall it constitute a guarantee on part of the Procuring Entity that the Concession Agreement will be awarded.

All information, assumptions and projections contained in the RFP including its appendices are indicative only and are provided solely to assist in a preliminary assessment of the Project. Nothing in these documents or elsewhere shall create any contractual relationship between FBR and any Bidder, nor shall it commit FBR to any policy described in these documents or elsewhere and neither Government of Pakistan nor FBR or any of its consultants or advisers will have any liability or responsibility if the information, assumptions or projections contained herein or otherwise in respect of the Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections contained in these documents or elsewhere.

PART – I

SECTION - I: LETTER OF INVITATION TO BID

To,

M/s. _____

Dear Mr./Ms.

Federal Board of Revenue invites sealed bids from interested Firms/ Group/Companies/Operators (as single entity or JV) for **“Development & Operations of Multi-story Residential Apartments on FBR land situated in Islamabad on Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Mode”** under Public Procurement Rules, 2004 (the **“Procurement Rules”**).

1. The bidding process is open to all parties who meet the eligibility criteria as laid down in the Bidding Document.
2. Bidding Documents will be issued to interested Bidder upon submission of an application on an original letterhead along with tender processing fee (non-refundable) amounting to PKR 10,000/- (Pakistani Rupees Ten Thousand) in cash.
3. Details of the Project Works are provided in the Scope of the Project & Technical Specifications (**Part III**) of the RFP Document
4. Open competitive bidding will be conducted and the Concessionaire will be selected using **Single Stage Two Envelope (SSTE)** procedures, in accordance with the Rule 36(b) of Procurement Rules.
5. It is mandatory for proposals to be made using the standard forms provided in the Bidding Documents. Bids that are not prepared in the prescribed format may not be considered for evaluation. If any information required in the forms is missing, or is not written in the indicated location, no credit will be given during evaluation for such omission.
6. Pre-bid meeting will be held to explain the details of the Bidding Document to interested bidders as per following details:

Date	August 5, 2024
Time	[2:00 PM] PKT (Pakistan Standard Time)
Venue	Chief Projects, Room no. 713, 7 th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.
Phone #	+92 519209659

7. 1 (one) original and 2 (two) copies along with 1 (one) soft copy in USB of “**Technical Proposal**” and 1 (one) original of “**Bid Offer**” in the prescribed forms given in the Bidding Documents, separately sealed, signed & stamped as per Clause 15 of the BDS, must be delivered to the address given below by September 04, 2024 not later than [1:30 PM] **PKT (Pakistan Standard Time)**.

OPENING OF BIDS: September 04, 2024 at 2:00 PM PKT (Pakistan Standard Time)
ADDRESS: Chief Projects, Room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.
PHONE # +92 51 9209659

8. The Technical Proposal will be opened on the same day in the presence of the representatives of the Bidders who may wish to attend. The Bid Offer of only technically qualified Bidders will be opened at a time and date to be specified.
9. Technically qualified bidder offering the highest number of apartments (not less than 40% of the total apartments) to FBR for its employees shall be declared as successful.
10. The Procuring Entity may reject all proposals at any time prior to the acceptance of a proposal as per Rule 33 of the Procurement Rules.
11. Bidding documents can be downloaded from FBR (<https://www.fbr.gov.pk/tenders>) website or PPRA (www.ppra.org.pk). Bidding Documents available on websites are for information purposes. However, for submitting Bids the interested firms/companies can obtain any information and purchase Bidding Documents upon cash payment of PKR 10,000 (Pakistani Rupees Ten Thousand) (non-refundable)).

YOURS SINCERELY,

Chief Projects
FBR House Constitution Avenue
Islamabad
Tel: +92 519209659

SECTION - II: INSTRUCTIONS TO BIDDERS

A: DEFINITIONS

- (a) **“Agreement”** means agreement for Construction and O&M of Residential Apartments on FBR land situated in Islamabad on PPP Mode, to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document.
- (b) **“Bid/Proposal”** means Technical Proposal, Bid Offer and other related documents submitted by the Bidder in response to the Invitation to Bid and ITB.
- (c) **“Bidder(s)”** means any reputable & registered Firm/ Group/Company/Operator (as a single entity or JV) who have submitted Bids in response to this Bidding Documents and who have duly purchased the Bidding Documents from the Procuring Entity
- (d) **“Bidding Data Sheet” or “BDS”**, means Section III of the Bidding Documents.
- (e) **“Bidding Documents”** means the documents prepared by the Procuring Entity for the selection of the Bidder dated [--] and bearing reference number [--] consisting of 3 (three) parts as detailed in the Instructions to Bidders, specifically Sub-Clause 5.1 of the ITB on the basis of which the Bidders will prepare their Bids.
- (f) **“Bid Offers”** means the offer included in the Letter and Form of Bid Offer, as specified in Clause 19 of the ITB.
- (g) **“Bid Security”** means the bid security to be given by the Bidders, as detailed in Clause 13 of the ITB.
- (h) **“Bid Submission Deadline”** has the meaning given in the BDS.
- (i) **“Concessionaire”** means the SPV set up by the successful Bidder which will enter into the Concession Agreement.
- (j) **“Day”** means a working day in Pakistan.
- (k) **“Evaluation Committee”** means the evaluation committee set up under Sub-Clause 16.1 of the ITB in order to evaluate the technical and Bid Offers of the Bidders.
- (l) **“FBR”** Federal Board of Revenue, a federal law enforcement agency of Pakistan.
- (m) **“GOP”** means the Government of Pakistan.
- (n) **“Instructions to Bidders” or “ITB”** means the instructions to bidders provided in Section II of Part I of the Bidding Documents.
- (o) **“Invitation to Bid”** means the letter included in the Section I of Part I, released/published by the Procuring Entity.
- (p) **“Joint Venture” or “JV”** means an association, with or without a legal personality distinct from that of its members, of more than one Bidder(s), registered in Pakistan or if not already registered, gets registered as SPV in Pakistan within 3 months from the date of issuance of Letter of Acceptance by the Procuring Entity. One member of the JV shall have the authority to conduct all business for and on behalf of any and all the

members of the JV, and the members of the JV shall be jointly and severally liable to the Procuring Entity for the performance of their obligations under the Agreement.

- (q) **“Lead Partner”** means the member of JV which will take the lead in the management of the Joint Venture’s affairs and which will provide the Joint Venture’s Representative for liaison with the Procuring Entity and, unless otherwise agreed by the Members, the Project Manager for execution of the Project Works;
- (r) **“Letter of Acceptance”** means the notification of award as specified in Clause 24 of the ITB.
- (s) **“Net Worth”** means the total net assets (total assets minus total liabilities) as stated in the audited financial statements of the Bidder.
- (t) **“Parties”** means the Procuring Entity and the Concessionaire or Bidder, as the case may be.
- (u) **“Procurement Rules”** means the Public Procurement Rules, 2004, as amended up to date.
- (v) **“Procuring Entity”** means the Federal Board of Revenue, with which the Concessionaire will sign the Agreement for the execution of the Project.
- (w) **“Performance Security”** means the performance security to be submitted by the successful Bidder as detailed in Clause 25 of the ITB.
- (x) **“Project”** means Design, Build, Finance, Maintain and Operate Residential Apartments Building on FBR land situated in **Islamabad** and transfer Project Assets after the end of concession period to FBR.
- (y) **“Project Assets”** means the multistory residential building and other allied and associated infrastructure.;
- (z) **“Project Works”** means all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire pursuant to the Applicable Standards and shall include:
 - (a) the Construction Works and all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire until the Project Construction Completion Date;
 - (b) the Operations and Maintenance and all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire during the Operations Period;
- (aa) **“Proposal”** means the Technical Proposal and/or the Bid Offer, as the case may be.
- (ab) **“Real Estate Development”** business involving purchase of raw land and sale of developed land as well as renovation and leasing or renting out of existing buildings.
- (ac) **“Special Purpose Vehicle (SPV)”** refers to the limited liability company duly incorporated under the laws of Pakistan and organized and formed by the successful Bidder who has applied in JV or otherwise having sole and exclusive responsibility to undertake the Project pursuant to the terms of the Agreement. SPV must include all partners of the JV who have submitted the proposal for the Project. No change in the shareholding of the SPV is allowed without prior consent of Procuring Entity.

- (ad) **“Sub-Contractor(s)”** means any person(s) or entity(ies) to whom the Bidder would sub-contract part of the Project Works in accordance with the requirements of the Agreement and the Technical Specifications.
- (ae) **“Technical Proposal and Bid Offer”** mean the technical proposal and bid offer as specified in Clause 9.1 of the ITB.
- (af) **“Technical Specifications”** mean the terms of reference and technical specifications contained in Part III of the Bidding Document.

B. INTERPRETATIONS

In this Bidding Document, unless the context otherwise requires:

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or reenactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- c. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Bidding Document;
- d. the words "include" and "including" are to be construed without limitation;
- e. references to "construction" include construction drawings, engineering (including design), procurement, demolition or dismantling existing structures (if any), construction, testing, commissioning and other activities incidental to the construction;
- f. The term "maximum utilization" refers to the maximum number of dwelling units allowed in the design and building specifications proposed by the Bidder, while adhering to all relevant bylaws and best construction practices.
- g. any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;
- h. any reference to month shall mean a reference to a calendar month;
- i. the attached volumes of this Bidding Document or any addendum issued later on to provide further clarification to the Bidders, if any, form an integral part of this Bidding Document and shall be enforced and construed as though they were expressly set out in the body of this Bidding Documents;
- j. unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- k. any reference to Bidding Process shall mean the entire process commencing from issuance of Bidding Document until signing of Concession Agreement with the Concessionaire; and
- l. where there is any inconsistency in this Bidding Document with international commitments or obligations of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict, shall prevail.

C. INTRODUCTION

1. Project Description

- 1.1 **Background:** The Procuring Entity, as defined in the BDS, intends to utilize its property situated in sector G-5/2, Islamabad, to develop residential apartments on PPP Mode, to address the housing needs of its employees.
- 1.2 **Scope:** A detailed project description and scope of work, that includes technical specifications and requirements of the Project for construction of multistory residential apartments, is attached as Part III of this Bidding Document.
- 1.3 **The Concession:** Procuring Entity envisages granting an exclusive and non-assignable Concession to the selected Bidder to undertake, develop, design, finance, construct, insure, commission, manage, operate, maintain and, at the end of the Concession Period, transfer to the Procuring Entity all the Project Assets. The Concession will also include the exclusive right, subject to the terms of the Concession Agreement, of the selected Bidder to collect revenue from the Project. The Concession Agreement shall include the terms and parameters of the Concession as contained herein.

As required under the law, the changes in the Draft Concession Agreement shall be kept to a minimum level; however, both the parties in good faith shall make efforts to protect the interests of each other for the success of the Project. Bidders are expected to address all of the aspects of the Draft Concession Agreement in their submissions. The form and content of the negotiated Concession Agreement are expected to conform closely to the Draft Concession Agreement included here as **Part-II**.

1.4 Non-negotiable Terms of Concession:

Following are the basic parameters of the Concession. The bidders are required to consider these parameters, as fixed and non-negotiable, for preparing their bid proposals:

- a) **Concession Period:** The Concession will be for a maximum period of twenty-five (25) years, commencing from Effective Date i.e. signing of the Concession Agreement inclusive of financial close period.
- b) **Special Purpose Vehicle:** In the case of a JV, if the Successful Bidder's JV is unregistered, it shall be registered as a Special Purpose Vehicle (SPV) within one (1) month from the date of the Letter of Intent. The SPV must include all partners of the JV. The shareholding of the SPV should reflect the sharing ratio of the JV members as outlined in the JV agreement. No changes to the JV members are allowed without prior written consent from the Procuring Entity.
- c) **Financial Close Period:** The Concessionaire will have to

achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep Procuring Entity well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of Procuring Entity upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

- d) **Expenditures before Financial Close:** In case the Concessionaire is unable to achieve the Financial Close its Financial Close Bond shall be forfeited and Procuring Entity shall not be liable to any claim(s) (in part or as a whole) for any expense(s) that are incurred on, *inter-alia*, the preparation/submission of bid proposal, incorporation of the Project Company, negotiating the Concession Agreement or preparation of project design, whatsoever.
- e) **Construction Period:** Construction period for the Project will be for twenty-four (24) calendar months from the date of achievement of Financial Close.
- f) **Land/Concession Area:** Procuring Entity shall, at its own cost make available encumbrance free Concession Area to the Concessionaire.
- g) **Project Company:** The Successful Bidder will have to incorporate a private limited company with the Securities & Exchange Commission of Pakistan ("SECP") in the form of a special purpose vehicle ("SPV"), which will execute a Concession Agreement with Procuring Entity as Concessionaire.
- h) **Equity & Debt Requirement:** The Concessionaire shall be responsible for arranging project financing and shall be required to commit minimum thirty (30%) of the Project Cost while maximum seventy (70%) shall be arranged by the Concessionaire as Debt.
- i) **PPP Authority Fee:** The successful Bidder (as Concessionaire) shall pay to Public Private Partnership Authority ("P3A") an equivalent amount of 0.25 % of the Estimated Project Cost ("P3A Fee"), as quoted by the successful Bidder and accepted by Procuring Entity, within a period of thirty (30) days of achievement of Financial Close/ Appointed Date.
- j) **Penalties:** In the event that the Concessionaire does not comply with performance indicators given in the Concession Agreement and the Operations Manual, the Independent Engineer ("IE") shall make determination of the penalty amounts payable by the Concessionaire to Procuring Entity.
- k) **Independent Engineer & Independent Auditor:** The Concessionaire shall bear the entire cost of Independent Engineer ("IE") and Independent Auditor ("IA") and shall

make monthly payments to them after due verification of their invoices (in terms of their services and performance) by Procuring Entity's Representative.

- l) **Design Commitment:** The design must adhere to the construction standards and building specifications mentioned in Part III of the Bidding Documents and applicable bylaws, ensuring maximum utilization of the covered area. Only 2 bed apartments are allowed for Islamabad project, Bidder should develop design accordingly.
- m) **FBR Share of Apartments:** The successful bidder will ensure that **at least 40%** of the apartments are reserved for rent to FBR officials from total apartments. Apartments offered to FBR shall be un-furnished.
- n) **Rent Charged from FBR Officials:** FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Allocation Rules, 2002. FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 41,147/-
19	Rs. 54,704/-
20	Rs. 68,700/-
21	Rs. 82,261/-
22	Rs. 98,444/-

- o) **Project Risks:** The Concessionaire, *inter-alia*, shall exclusively bear the risks of demand including occupancy and cost & time overrun, financing, all commercial risks, design, construction, performance and insurance risks. FBR shall share the risk of change in law, force majeure and political risk.
- p) **Taxation Framework:** The Concessionaire shall be liable to pay all applicable taxes of the Federal or Provincial Government of Pakistan. The bidders must show in their Financial Model the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of Project Assets.
- q) **Transfer of Project:** At the end of the Concession Period, the Project shall be returned to Procuring Entity in a well-maintained operational condition, meeting the building quality standards and all other hand back requirements at a consideration of PKR 1.00 (Pak Rupee One only) to FBR as per Handback Requirements prescribed in the Concession Agreement.

2. Eligible Bidders

- 2.1 Bidding is open to all eligible bidders as defined in definitions and Bidding Data Sheet.
- 2.2 All partners of any JV submitting a Bid shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.4 of the ITB below as well as in the Letter of Technical Proposal, Letter of Bid Offer and Agreement (in case of a successful Bidder).
- 2.3 One of the JV partners shall be nominated as being in-charge (the “**Lead Partner**”) and this authorization shall be evidenced by submitting a power of attorney, duly executed in accordance with Pakistan law requirements, signed by legally authorized signatories of all the JV partners. The Power of Attorney shall be notarized by local notary public. The format of the required Power of Attorney is appended hereto as Schedule J.
- 2.4 The Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV.
- 2.5 The JV Agreement shall specify the sharing ratio of the respective JV Members in the JV. The sharing ratio of the JV Member designated as the Technical Member, who must be registered with the PEC, shall not be less than twenty percent (20%) of the total share.
- 2.6 A certified true copy of the duly executed and binding agreement entered into by the JV partners shall be submitted with the Bid stating the conditions under which the JV will function, share of each of the JV partners in the JV, its period of duration, the persons authorized to represent the JV and the identity of the persons which shall be directly responsible for due performance of the Project Works under the Agreement, and any other information necessary to permit a full appraisal of the functioning of the JV. No amendments / modifications whatsoever in the JV agreement (Schedule L) shall be agreed to between the JV partners without prior written consent of the Procuring Entity.
- 2.6 A Bidder shall not have any conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A

Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if *inter alia*

- a. they have controlling shareholders in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e. No bidder or any affiliated entity that participated as a consultant in the preparation of the design or technical specifications forming the subject of this bid may submit a bid. This list of circumstances that may constitute a conflict of interest is not exhaustive, and the procuring entity reserves the sole discretion to determine when a conflict of interest exists

2.7 A firm may not, in the sole determination of the Procuring Entity, be eligible to participate in Bids for the Project while under sanction (including but not limited to blacklisting) by the GoP or provincial government. A Bid from a sanctioned firm will be rejected.

2.8 One Bidder shall submit only one Bid and if one Bidder submits more than one bid, being consortium partner with another bidder, the Procuring Entity shall reject all such Bids.

3. Eligible Material & Equipment

3.1 All material and equipment to be mobilized under the Project shall have their origin in eligible source countries and all expenditure made under the Project will be limited to such material and equipment. For this purpose, ineligible countries are stated in _____ titled as "Eligible Countries".

3.2 For purpose of this Clause, "origin" means the place where the material, equipment is produced, manufactured or processed, or through manufacture, procession or assembly, another commercially recognized articles results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.

4. Cost of Bidding

4.1 The Bidders shall bear all costs associated with the preparation and submission of their respective Bids and the Procuring

Entity shall in no case be liable for such costs, regardless of the conduct or outcome of the bidding process

D: PREPARATION OF BIDS

5. Contents of Bidding Documents

5.1 In addition to the Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any schedules or addenda issued in accordance with Sub-Clause 7.1 of the ITB.

- a. **Part I:** Instructions to Bidders & Bidding Data Sheet Schedules to Bid comprising the following:
 - i) Schedule A-1: Bidder's Profile
 - ii) Schedule A: Project Works Data
 - iii) Schedule B: Work to be Performed by Sub-Contractors
 - iv) Schedule C: Proposed Programme of Project Works
 - v) Schedule D: Method of Performing Project Works
 - vi) Schedule E: CVs of Proposed staff
 - vii) Schedule F: Integrity Pact
 - viii) Schedule G: Letter of Technical Proposal
 - ix) Schedule H: Form of Bid Security
 - x) Schedule I: Form of Power of Attorney for purposes of Clause 14.6 of the ITB
 - xi) Schedule J: Form of Power of Attorney for purposes of Clause 2.3 of the ITB (required if Bidder is a JV)
 - xii) Schedule K: Checklist
 - xiii) Schedule L: Standard Form of JV Agreement
- b. **Part II:** Agreement
- c. **Part III:** Scope of the Project and Technical Specifications of the Project
- d. **Part IV:** Bid Offer – Letter and Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

- 5.3 The Bidders shall obtain the Bidding Documents directly from the Procuring Entity in the manner specified in the advertisement. Bidding Documents obtained from any other source shall not be valid.

6. Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may make a request for clarification from the Procuring Entity in writing on the letterhead of the Bidder, and such request for clarification shall be sent to the Procuring Entity's address indicated in the BDS.
- 6.2 The Procuring Entity shall only consider a request for clarification received at least 5 (five) days prior to the deadline for the submission of Bids. Clarification requests received after this time shall not be entertained. The Procuring Entity shall respond to any request for clarification received within the stipulated time at least two (2) working days prior to the deadline for the submission of Bids. Copies of the Procuring Entity's response shall be forwarded to all prospective Bidders who have received the Bidding Documents, including a description of the enquiry but without identifying its source.
- 6.3 The Bidder or its designated, authorized representative may attend a pre-bid meeting, on the date, time and venue indicated in the Invitation to Bid. The purpose of such meeting shall be to clarify issues and to answer questions on any matter that may be raised.
- 6.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meetings, shall be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with the Invitation to Bid. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the procedure prescribed in Clause 7 below of the ITB.
- 6.5 The Procuring Entity shall not be bound by any verbal interpretation of the Bidding Documents, which may be made

by the Procuring Entity or any of the Procuring Entity's representatives. Only interpretations made in writing by the Procuring Entity in accordance with the procedure sets forth in this Bidding Documents shall be binding.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.
- 7.2 Any addendum issued pursuant to Sub-Clause 7.1 of the ITB shall be deemed to form part of the Bidding Documents and shall be communicated in writing to all Bidders who have acquired the Bidding Documents within 2 (two) days of the Procuring Entity's approval of the addendum. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.
- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for submission of Bids.

8. Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in the English language. Any printed literature furnished by a Bidder may be written in another language, so long as the same is accompanied by an English translation. For purposes of interpretation of quotation Bid, the English translation shall govern.

9. Documents Comprising the Bid, Technical Proposal, Bid Offers and Sub-Contracting

- 9.1 The Technical Proposal to be prepared by the Bidder shall be comprised of the following documents:
- (a) Schedule A-1: Bidder's Profile
 - (b) Schedule A: Project Works Data
 - (c) Schedule B: Work to be Performed by Sub-Contractors,
 - (d) Schedule C: Proposed Programme of Project Works
 - (e) Schedule D: Method of Performing Project Works
 - (f) Schedule E: Curriculum Vitae of Proposed Professional Staff

- (g) Schedule F: Integrity Pact
 - (h) Schedule G: Letter of Technical Proposal
 - (i) Schedule H: Bid Security furnished on the Form of Bid Security in accordance with Clause 13 of the ITB.
 - (j) Schedule I: Power of Attorney furnished in accordance with Sub-Clause 14.6 of the ITB.
 - (k) Documentary evidence furnished in accordance with Clause 11 of the ITB
 - (l) Documentary evidence furnished in accordance with Clause 12 of the ITB.
- (a) The Offers to be submitted by the Bidder shall comprise the Bid Offer Letter in accordance with format provided in Part IV of this RFP.
- 9.2** The Bid shall comprise of two envelopes submitted in accordance with Clause 15 of the BDS, one called the Technical Proposal and the other called the Bid Offer containing the respective documents listed in Clause 9.1 of the ITB, both envelopes enclosed together in a single outer envelope.
- 9.3** All documents listed under Sub-Clause 9.1 of the ITB shall be submitted using the relevant forms. The documents must be completed by the Bidder without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 9.4** The Bidder shall furnish the Technical Proposal and a Bid Offer as specified in Sub-Clause 9.1 of the ITB, including all particulars as specified in the Bidding Documents, in sufficient detail to demonstrate the adequacy of the Bidder to meet the requirements thereof. No amendments to the Technical Proposal or Bid Offer may be made during the period of evaluation unless permitted by the Bidding Documents.
- 9.5** The Bidder shall give details as prescribed in Schedule B to Part I of the Bidding Documents of the Sub-Contractors to whom the Bidder intends to sub-contract a part of the Project Works. The Bidder is free to list more than one Sub-Contractor, but up to a maximum of 3 (three) Sub-Contractors against each item of the Project Works. The bidder shall obtain a declaration from nominated sub-contractors for the proposed Project Works to be performed on their respective

- letterheads.
- 10. Sufficiency of Bid**
- 10.1** Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid entered in the Bid Offer forms.
- 10.2** The Bidder is advised to obtain for itself at his/her own cost and responsibility all information that may be necessary for preparing the Bid and entering into an Agreement for execution of the Project.
- Provided that the Procuring Entity shall not be held liable, legally or financially, for the bid which is insufficiently provided by the bidder in material terms and conditions of the RFP.
- 11. Bidder's Responsive Conditions, Eligibility Requirements and Technical Qualification Criteria**
- 11.1** The Bidder must possess the capability and the experience as stipulated in Bidding Data Sheet and the qualification criteria stipulated in the Bidding Documents.
- 11.2** Pursuant to Clause 9 and Sub-Clause 11.1 of the ITB, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Project Works, implement the Project, commissioning of the Project and perform such of the obligations as are detailed under the Agreement.
- 11.3** The Procuring Entity shall determine, to its satisfaction, during the evaluation of the Technical Bid, whether a Bidder is responsive, meets the eligibility and qualifying criteria specified in the ITB 18 and 20 of the BDS.
- 12. Documents Establishing Proposal Conformity to Bidding Documents**
- 12.1** The documentary evidence submitted by the Bidder shall conform to the requirements laid down in the Bidding Documents.
- 12.2** The Bidder shall comply with the standards stipulated by the Procuring Entity in the Bidding Documents for the execution of the Project Works, including specifications as to human resources, materials and equipment, and ensure that such standards are reflected in the submitted Technical Proposal.
- 13. Bid Security**
- 13.1** Each Bidder shall furnish, as part of its bid, a Bid Security equivalent to the amount stipulated in Bidding Data Sheet in the form a Bank Guarantee issued by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan in favor of the Procuring Entity. In case the guarantee is from a foreign bank, it shall be counter guaranteed by a scheduled bank (as per the requirements of the State Bank of Pakistan) in

Pakistan.

- 13.2** The Bid Security shall be submitted using the Form of Bid Security included as Schedule H. The Bid Security must include the complete name of the Bidder. The Bidder shall ensure that it takes all necessary steps to, maintain and keep valid the Bid Security until submission by the Concessionaire of a fully valid and effective Construction Performance Security in accordance with the terms of the Agreement. In the event the Bid Security expires prior to its expiry date, the Bidder shall ensure the extension of the validity of the Bid Security, at least [fifteen (15) days] prior to its expiry, so as to keep it valid and enforceable until the Bid Security expiry date. In the event of failure by the Bidder to ensure or keep valid or extend the validity of the Bid Security in accordance with this clause , the Procuring Entity shall have the right to encash the Bid Security at any time prior to its expiry to its full outstanding value at any time.
- 13.3** Any Technical Bid not accompanied by a substantially compliant Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 13.4** The Bid Security of unsuccessful Bidders shall be returned upon award of the Agreement to the successful Bidder or on the expiry of validity of the Bid Security, whichever is earlier.
- 13.5** The Bid Security of the successful Bidder shall be replaced with Financial Close Bond in accordance with Clause 25 of the ITB.
- 13.6** The Bid Security may be forfeited under either of the following circumstances:
- a) if a Bidder withdraws its Bid during the bid validity period (as specified in the BDS); or
 - b) if a Bidder does not accept the correction of his Bid Offer,
 - c) If a Bidder withdraws or modifies a proposal after the deadline for submission of proposals;
 - d) If a Bidder fails to enter into negotiations with FBR pursuant to ITB 24;
 - e) failure to submit its best and final offer within the time limit prescribed by FBR pursuant to ITB 24;

- f) failure to sign the Concession Agreement, if required by FBR to do so, after the proposal has been accepted; and
- g) failure to provide Financial Close Bond for the fulfillment of the Concession Agreement after the proposal has been accepted or to comply with any other condition prior to signing the Concession Agreement specified in this RFP.

14. Validity, Format, and Signing of Bids

- 14.1** Bids shall remain valid for the bid validity period stipulated in the BDS. A bid valid for a shorter period shall be rejected by the Procuring Entity as un-responsive.
- 14.2** In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request the Bidder to extend the period of validity of their respective Bids. The request, and responses to the request, shall be in writing. A Bidder may refuse the request and withdraw the Bid without forfeiting the Bid Security. A Bidder granting the request for extension in the Bid validity period shall not be required or permitted to modify its Bid.
- 14.3** All Schedules to the Bid are to be properly filled, completed and signed.
- 14.4** No alteration is allowed in the Letter of Technical Proposal or Letter of Bid Offer. In case of any alteration, the Bid shall be rejected by the Procuring Entity.
- 14.5** Each Bidder shall prepare the original and number of copies, as specified in the BDS, of the documents comprising the Bid as described in Clause 5 of the ITB and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, photocopies are also acceptable). The name and position held by each person signing the authorization must be written or typed below the signatures. The authorized person or persons shall be named by submitting a written Power of Attorney, notarized by local notary public (and in case of a Power of Attorney executed outside Pakistan, such Power of Attorney shall also be attested by the relevant Pakistan Embassy/Consulate), authorizing him to sign the Bidding Documents and to act on

behalf of the Bidder. All pages of the Bidding Documents shall be initialed by the authorized person or persons along with the affixed official seal. The format of the required Power of Attorney is appended hereto as Schedule I.

- 14.7** The Bid shall be delivered in person or sent by registered mail at the address as given in the BDS.
- 14.8** Any interlineations, erasures, or overwriting in the Bid shall only be valid if such interlineations, erasures or overwriting are signed or initialed by the person signing the Bid.
- 14.9** If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 14.10** If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

E SUBMISSION OF BIDS

- 15. Deadline for Submission, Sealing, Modification, Substitution & Withdrawal of Bids**
- 15.1** Sealed Bids must be received by the Procuring Entity at the address provided in BDS not later than the Bid Submission Deadline. The Bids shall be sealed in the manner specified in the Bidding Data Sheet.
- 15.2** Bidders shall submit their Bids by mail or by hand. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3** Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be returned unopened to such Bidder.
- 15.4** Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to Bid Submission Deadline.
- 15.5** Withdrawal of a Bid during the interval between the Bid Submission Deadline and the expiration of bid validity period (specified in the BDS) may result in forfeiture of the Bid Security pursuant to sub-clause 25.3 of the ITB.
- 15.6** In case any envelope is not sealed or marked as required in the Bidding Documents, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Bid.
- 15.7** The Procuring Entity may, at its discretion, extend the Bid Submission Deadline, by amending the Bidding Documents under the terms thereof, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 15.8** The Procuring Entity shall not consider any Bid that arrives after the Bid Submission Deadline. Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.

F. BID OPENING AND EVALUATION

16. Bid Opening

16.1 An evaluation committee, as constituted by the Procuring Entity for the evaluation of bids, shall open the Bids (including withdrawals, substitution and modifications made pursuant to Clause 15 of the ITB) in the presence of the Bidders' authorized representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. Technical Proposals shall be opened first. If the Bid Offer and Technical Proposal are submitted in one envelope, the Procuring Entity may reject the entire Bid.

The Bidders' authorized representatives who are present shall sign in a register evidencing their attendance.

16.2 Envelopes marked "Modification", "Substitution" or "Withdrawal" shall be opened and read out in that order (Modification first, Substitution second, and Withdrawal third) and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 15 of the ITB shall not be opened.

16.3 All Bidders' envelopes holding the Technical Proposal shall be opened one at a time, and the respective Bidder's name, bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, shall be announced by the Procuring Entity. The Procuring Entity shall record minutes of Bid opening.

Only Technical Proposals read out and recorded at the Bid opening as specified in this Clause 16.5 shall be considered for evaluation.

16.4 Not Used

16.5 The Procuring Entity shall prepare a record of the opening of Technical Proposals that shall include, at a minimum, the name of the Bidder and whether there is a withdrawal, substitution or modification, and the presence or absence of Bid Security, The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder's or a representative's signature shall not invalidate the

contents and effects of the record.

16.6 Procuring Entity shall use the evaluation criteria described in ITB 11, 12 and 18 of BDS to determine the most advantageous bid. The evaluation process will consist of a four-step approach that includes:

- responsiveness;
- eligibility;
- technical evaluation; and
- financial evaluation.

Procuring Entity shall evaluate responsive proposals in accordance with the criteria detailed in this **ITB 18 of the BDS** subsequent to meeting eligibility criteria given in the BDS. If it is assessed that the bidder does not meet the eligibility criteria, its proposals shall not be further evaluated. The Technical Proposals of only those bidders shall be evaluated who will qualify as eligible bidder.

At the end of the evaluation of the Technical Proposals, the Procuring Entity shall announce the technical evaluation results and invite technically qualified Bidders, eligible for award, to attend opening of the Bid Offer.

The Bid Offer shall remain unopened and shall be held in the custody of the Procuring Entity until the specified time of their opening.

16.7 The Procuring Entity shall notify Bidders in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive or qualified, as the case maybe, to the requirements of the Bidding Documents.

16.8 A committee consisting of members nominated by the Procuring Entity shall open the Bid Offers in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated under Sub-Clause 16.6 of the ITB above.

16.9 All envelopes containing Bid Offers shall be opened one at a time and the name of the Bidder, whether there is a modification, withdrawal or substitution, and any other details that the Procuring Entity may consider

appropriate, shall be read out.

- 16.10** The Procuring Entity shall prepare a record of the opening of Bid Offers that shall include, at a minimum, the name of the Technically Qualified Bidder. The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder or a representative's signature shall not invalidate the contents and effects of the record.

17. Clarification of Bids

- 17.1** To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the Bid Offer or substance of the Bid shall be sought, offered or permitted.

Any clarification submitted by the Bidder that is not in response to a request of the Procuring Entity shall not be considered. The request for clarification and the response shall be in writing.

A failure to provide clarification as requested by the Procuring Entity may result in the rejection of the Bid.

18. Determination of Responsiveness of Bids

- 18.1** Prior to detailed evaluation pursuant to Clause 16 and 20 of the ITB, the evaluation committee will carry out preliminary examination and determine the responsiveness of the Technical Proposals in the manner specified in the ITB 18 of the BDS

After determining the responsiveness of Technical Proposals in the light of criteria stated in clause 18 of the ITB, further action on eligibility assessment will be taken.

- 18.2** Prior to the eligibility evaluation, pursuant to Clause 16 of the ITB, the Evaluation Committee shall determine the substantial responsiveness of each Technical Proposal to the Bidding Documents. For purpose of these Clauses, a substantially responsive Technical Proposal is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

19. Bid Offer

- 19.1** The Bidder shall completely fill the Bid Offer Letter indicating the share and number of apartments to be offered to FBR in the form specified in Part IV of the

20. Detailed Evaluation of Technical and Bid Offers

Bidding Document.

- 20.1** Only the Technical Proposals previously determined to be substantially responsive and eligible pursuant to Clause 16 and 18 of the ITB shall be evaluated and compared in detail by the Procuring Entity as per the requirements given hereunder.
- 20.2** The Technical Proposal submitted by the Bidder shall be examined in detail whether the Project Works offered by the Bidder comply with the evaluation criteria of the Bidding Documents, including the BDS. For this purpose, prior similar experience, all personnel capabilities, equipment, materials, financial capability and Project Works standards offered by the Bidder shall be reviewed for which the Bidder's data submitted with the Bid under Schedule A to Bid (Specific Project Works Data) shall be compared with the technical features/criteria prescribed by the Procuring Entity in the Technical Specifications. Other technical information submitted with the Bid, if any, regarding the scope of Project Works will also be reviewed.
- 20.3** Bidders obtaining minimum qualifying marks, as specified in the Bidding data Sheet, shall be declared technically qualified. Bid Offers of technically qualified Bidders shall be opened while Procuring Entity shall return the unopened Bid Offer to the disqualified Bidders.
- 20.4** [●] Not Used
- 20.5** To evaluate a Bid Offer, the Procuring Entity shall consider the total Bid offer i.e. share and number of apartments quoted in the form specified in Part IV of the Bidding Document;
- 20.6** The Procuring Entity shall compare all Bids of technically qualified bidders to determine the most advantageous bid in accordance with Sub-Clause 20.5 of the ITB.
- 20.7** If the Bid which results in the highest Bid is unbalanced or unrealistic (i.e. it fails to achieve maximum utilization and not in accordance with the construction standards and building specifications, as outlined in both Part III of the Bidding Documents and applicable bylaws) in the sole determination of the Procuring Entity, the Procuring

Entity may reject the Bid without justifying the reasons.

20.8 The Evaluation Committee's determination of Bid Offer's compliance shall be based on the contents of the Bid Offer itself without recourse to irrelevant evidence.

20.9 A Bid Offer determined as substantially non-compliant shall be rejected and shall not subsequently be made responsive by the Bidder by correction. Any minor informality or non-conformity or irregularity in a Bid Offer which does not constitute a material deviation may be waived by Procuring Entity, in its sole discretion.

21. Confidentiality

21.1 The Procuring Entity shall keep all information regarding the technical or final evaluation confidential, as the case may be, until the time of the announcement of the respective evaluation reports in accordance with the Procurement Rules.

No Bidder shall contact Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Procuring Entity. The evaluation result shall be announced at least fifteen (15) Days prior to award of Agreement. The announcement to all Bidders shall include table(s) comprising read out Bid Offer, and recommendations against all the Bids evaluated.

21.2 Any effort by a Bidder to influence Procuring Entity in the Bid evaluation, bid comparison or decision to award the Agreement may result in the rejection of his Bid.

21a. Grievance Redressal Mechanism

21a.1 Whereas, any Bidder feeling aggrieved may lodge a written complaint within 7 (seven) days of announcement of the technical evaluation report and 5 (five) days after issuance of final evaluation report.

21a.2 The Procuring Entity shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of Bidders that may occur prior to the entry into force of the procurement contract.

21a.3 Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee

(GRC) well before the proposal submission deadline.

- 21a.4** In case, the complaint is filed against the Technical Evaluation Report, the Grievance Redressal Committee constituted by Procuring Entity shall suspend the procurement proceedings. In case, the complaint is filed after the issuance of the Final Evaluation Report, the Bidder/complainant cannot raise any objection on technical evaluation of the report.
- 21a.5** The Grievance Redressal Committee shall investigate and decide upon the complaint within ten (10) days of its receipt.

G. AWARD OF AGREEMENT

- 22. Post Qualification**
- 22.1** The Procuring Entity, at any stage of the Bid evaluation, having credible reasons for or *prima facie* evidence of any defect in a Bidder's capacities, may require the Bidder to provide information concerning its professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- Provided that such qualification shall only be laid down after recording reasons in writing. The recorded reasons shall form part of the records of that Bid evaluation report.
- 22.2** The evaluation shall take into account the Bidder's financial and technical capabilities. The evaluation shall be based upon an examination of the documentary evidence of the Bidders' qualifications submitted under Clause 11 of the ITB, as well as such other information required in the Bidding Documents
- 23. Award Criteria & Procuring Entity's Right**
- 23.1** Subject to Sub-Clause 23.2 of the ITB, the Procuring Entity shall award the Agreement to the technically qualified Bidder who has offered the highest share of apartments, provided that such Bidder has been determined to be qualified to satisfactorily perform the Agreement in accordance with the provisions of Clause 22 of the ITB.
- 23.2** Notwithstanding Sub-Clause 23.1 of the ITB, the Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of the Agreement,

without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Entity 's action except that the grounds for the Procuring Entity's rejection of all Bids shall, upon request, be communicated to any Bidder who submitted a Bid, without justification of the grounds. Notice of the rejection of all the Bids shall be given promptly to all the Bidders.

**24. Negotiation,
Notification of Award &
Signing of Agreement**

24.1 Subsequent to the detailed evaluation of the Bids and announcement of the successful Bidder as set out in ITB 20 above, Procuring Entity shall issue a revocable Letter of Intent ("LOI") to such Bidder and carry out negotiations for the purposes of finalizing the detailed terms and conditions of the Concession Agreement.

As a part of this negotiation process Procuring Entity may, if it deems appropriate, require the Bidder to submit one or more revised Bids in accordance with revised requirements put forward by Procuring Entity. At this stage Procuring Entity will issue a Letter of Support ("LOS") to the successful Bidder stipulating the meeting of certain requirements within a specified time.

Thereafter, the Concessionaire through a Project Company (Private Limited), will be required to enter into a Concession Agreement with Procuring Entity and renew the Bid Security (if required by Procuring Entity). The successful Bidder will be required to achieve the financial close within a period of one hundred and eighty (180) (excluding allowable extensions under the terms of the Concession Agreement) days from Effective Date of Concession Agreement.

Failure to fulfil any of the above requirements as contained in the LOI or LOS within the time specified, as the case may be, may, result in the forfeiture of the Bidder's Bid Security. Whether Bid Security is forfeited or not Procuring Entity may, at its discretion, withdraw the LOI or LOS, as the case may be, either invite the Bidder scoring next highest to the successful Bidder in the evaluation carried out by Procuring Entity to negotiate, or terminate the Bidding Process without accepting any Proposal.

24.2 The Bidder shall furnish the Financial Close Bond as per

Clause 25.1 of ITB.

- 24.3** The formal agreement between the Procuring Entity and the successful Bidder shall be executed within fifteen (15) days, or extended time period, of establishment of SPV.
- 24.4** Until the Agreement is formally executed, the LOI and LOS, duly accepted by the Bidder, shall constitute a binding Agreement. Nothing in this Clause shall restrict or nullify the obligation of the Bidder to sign the Agreement.
- 24.5** In case where the successful Bidder, who is most advantageous Bidder, escapes or withdraws from the procurement process or fails to meet the requirements for award as mentioned in the LOI and LOS, then the Procuring Entity shall consider the second highest ranked Bidder on the same terms as of the highest bidder for award of contract after forfeiting the Bid Security of the highest ranked Bidder.

Provided that:

- The Offer of the other (i.e., 2nd most advantageous) Bidder is not abnormally deviating from the estimated or minimum benchmark (achieves maximum utilization in accordance with the construction standards and building specifications, as outlined in both Part III of the Bidding Documents. and applicable bylaws) and as per the practices of the real estate industry, and Procuring Entity after making an analysis of combination of all other related aspects, is of the view that the object of procurement may bring Value for Money;
- There are no indications of collusive practices between the most advantageous or (highest evaluated bidder) and other bidder(s) and in such case the process of debarment of the bidders is initiated in accordance with mechanism defined in the Procurement Rules; and/or
- There are no irregularities in the procurement process leading towards mis-procurement.

25. Performance Security/ 25.1 The successful Bidder shall furnish following Securities/

Bonds to the Procuring Entity in the form stipulated in the Agreement:

a. Financial Close Bond

Within one (1) Month of the Effective Date (signing of Concession Agreement), the successful Bidder (as Concessionaire) shall convert and submit the Bid Security as the Financial Close Bond to Procuring Entity with a face amount equal to the face amount of the Bid Security. The Bid Security shall be replaced with the Financial Close Bond. The Concessionaire shall keep the Financial Close Bond valid till such time that it is replaced by the Construction Performance Security.

The Financial Close Bond shall be in the same form as the Bid Security.

b. Construction Performance Security

The Concessionaire shall, for due and punctual performance of its obligations under the Concession Agreement, deliver to the Procuring Entity, at the time of execution of the Agreement, an irrevocable bank guarantee (Construction Performance Guarantee”) acceptable to the Procuring Entity of an amount equal to **two percent (2%) of the Estimated Project Cost** as indicated in the Business Plan submitted by Bidder. Such Construction Performance Guarantee shall be valid for a period and in line with the terms provided in Agreement. The Construction Performance Guarantee shall be forfeited if the Bidder is found to be in breach of its obligations in accordance with the Agreement. The Construction Performance Security shall be valid for a period of at least thirty-six (36) calendar months from the date of issuance. The same shall be replaced with “O&M Performance Security” after the end of Construction Period.

c. Operations & Maintenance Performance Security

Upon completion of construction of the Project and before the start of the Operations phase of the Project, the Concessionaire will be required to submit to the Procuring Entity a bank guarantee of an amount equal to **five percent (5%) of the Projected Gross Revenue of the Forthcoming Year of the Operation Phase**. The O&M Performance Security shall answer for and

guarantee the timely Operation and Maintenance of the Project in accordance with the Performance Standards and the Timetable as specified in the Concession Agreement.

d. Transfer Bond

Eight (8) months prior to the Transfer Date, the Concessionaire shall deliver to Procuring Entity a Transfer Bond with a face amount equal to **two percent (02%) of the Total Project Cost**. The Transfer Bond shall answer for, and guarantee the timely transfer of the Project in accordance with the Performance Standards, the Timetable and the Handback Requirements as per Concession Agreement.

25.2 The Securities shall be in the form of a bank guarantee issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) or a country abroad acceptable to the Procuring Entity which shall remain valid till six (6) months from the Expiry Date of the Concession Term; in favor of the Procuring Entity. In case the Performance Security is issued by a foreign bank, it shall be counter guaranteed by a scheduled bank in Pakistan.

25.3 Failure of the Successful Bidder to comply with the requirements of Sub-Clauses 15.5, 23.1, 25.1 and 26.1 of the ITB shall constitute sufficient grounds for the annulment of the Letter of Acceptance and forfeiture of the Bid Security.

26. Fraud and Corruption **26.1** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule F in the Bidding Documents. Failure to provide such Integrity Pact shall make the bid non-responsive.

26.2 The Bidder shall observe the highest standards of ethics during the process of submission of the Bid and during the evaluation process. The terms used in this Clause 26 shall have the following definitions:

(a) "corrupt and fraudulent practice" means the offering, giving, receiving of soliciting of anything

of value to influence the action of a public official or the Concessionaire in the procurement process or in contract execution to the detriment of the Procuring Entity; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish Bid offers at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of the public official's duty;

- (b) "Coercive practice" means impairing or harming, threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (c) "Collusive practice" means the arrangement between two or more parties to the procurement process or contract execution, designed to establish, with or without the knowledge of the Procuring Entity, offers at artificial, noncompetitive levels for any wrongful gain.
- (d) "Obstructive practice" by 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;
- (e) "Integrity violation" means any act which violates Anti-corruption Policy including corrupt and fraudulent practice, coercive practice, collusive practice and/or obstructive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation into any of the foregoing or from pursuing an investigation or acts intended to

materially impede the exercise of inspection and audit rights.

- 26.3** The Procuring Entity may reject a Bid if it determines that the Bidder, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.4** The Procuring Entity may cancel the Agreement on a determination at any time that the Bidder engaged in any way in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.5** If at any time the Procuring Entity determines that the Bidder has, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice, obstructive practices and/or any integrity violation in competing for or in executing, a GoP or Provincial Government (PG) or any other government contract, the Procuring Entity may take any act to sanction a Bidder as permitted by the applicable laws, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, from the award of any contract by the Procuring Entity and recommending to the GoP and provincial government that the Bidder be disqualified from participation and award of any project or contract to be awarded by the GoP or provincial government, as the case may be.
- 26.6** The Procuring Entity shall have the right to inspect accounts and records and other documents relating to the Bid submission and the performance of the Project Works and the Agreement, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Bidders shall assist the Procuring Entity upon any request to inspect accounts and records and shall timely provide requested information to the Procuring Entity.

27. Eligible Countries

- 27.1** A Bidder, Sub-Contractors and all JV Members (in case of JV) constituting the Bidder, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has

commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws). A Bidder shall be deemed to have the nationality of a country if the Bidder or any JV Member (in case of JV) is a national of that country; or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country. The above requirement shall apply to the determination of the nationality of Bidders.

SECTION - III: BIDDING DATA SHEET

The following specific data for the Project to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. In case of conflict between the terms of this Bidding Data Sheet (“BDS”) and the terms of the Instructions to Bidders, the provisions of the Bidding Data Sheet shall prevail.

A.General											
ITB 1.1	Procuring Entity: Federal Board of Revenue										
ITB 1.1	Name of Project “Development & Operations of Multi-storey Residential Apartments on FBR land situated in Islamabad on Design-Build-Finance--Maintain-Operate & Transfer (DBFMOT) Mode”										
ITB 1.1	The procurement shall be made under the Procurement Rules “Single Stage Two Envelope (SSTE) method										
ITB 6.3	<p>Pre-bid meetings will be held to explain the details of the Bidding Document to interested bidders as per following details:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Meeting Details</th> <th style="text-align: left;">1st Pre-bid Meeting</th> </tr> </thead> <tbody> <tr> <td>Date</td> <td>August 5, 2024</td> </tr> <tr> <td>Time</td> <td>[2:00 PM] PKT (Pakistan Standard Time)</td> </tr> <tr> <td>Venue</td> <td>Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</td> </tr> <tr> <td>Phone #</td> <td>+92 519209659</td> </tr> </tbody> </table>	Meeting Details	1 st Pre-bid Meeting	Date	August 5, 2024	Time	[2:00 PM] PKT (Pakistan Standard Time)	Venue	Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.	Phone #	+92 519209659
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Time	[2:00 PM] PKT (Pakistan Standard Time)										
Venue	Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.										
Phone #	+92 519209659										
ITB 13.1	The Bid Security shall be furnished in the form of a bank guarantee from the scheduled bank as per State Bank of Pakistan requirements in favour of [--] which shall be Rs. PKR 10 million. Bid Security is to be enclosed with the Technical Proposal.										
ITB 15, 16 and 20	<p>Bidder shall submit 1 (one) original and 2 (two) copies and one soft copy of “Technical Proposal” in CD/DVD/USB and 1 (one) original “Bid Offer” on the prescribed forms.</p> <p>Single stage two envelopes bidding procedure shall be used for procurement of Project Works whereby the bids are to be evaluated on technical and financial grounds. The procedure for single stage two envelopes means:</p> <p>(i) the bid shall be a single package consisting of two separate envelopes, containing separately the Bid Offer and the Technical Proposals. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Project. Similarly, the original Bid Offer shall be placed in a sealed envelope clearly marked “Bid Offer” followed by the name of the Project, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Bid Offers shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE”.</p> <p>(ii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Bid Offer” shall be retained un-opened in the custody of the Procuring</p>										

	<p>Entity;</p> <p>(iii) the Procuring Entity shall evaluate the Technical Proposal in the manner prescribed in advance, without reference to the bid offer and shall reject any Proposal which does not conform to the specified requirements;</p> <p>(iv) during the technical evaluation, no amendments in the Technical Proposal shall be permitted;</p> <p>(v) after the evaluation and approval of the Technical Proposals, the Procuring Entity shall open the Bid Offers of the technically accepted bids, publicly, at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; and</p> <p>(vi) the Bid Offer of technically non-responsive bidders shall be returned un-opened to the respective bidders.</p>
<p>ITB 15</p>	<p>Proposals shall be delivered to:</p> <p>Chief Projects, Room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</p> <p>Proposals must be submitted not later than the following date and time:</p> <p>Deadline for submission of Bids: 13:30 Hrs. PKT (Pakistan Standard Time) on September 4th, 2024 (“Bid Submission Deadline”)</p>
<p>ITB 14.1</p>	<p>Bid Validity Period</p> <p>The bid should remain valid for 180 (one hundred and eighty) Days from the date of opening of Technical Bids (i.e., the Bid Submission Deadline).</p>
<p>ITB 16.1</p>	<p>Venue, Time and Date of Technical Proposal Opening</p> <p>Venue: Chief Projects, room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</p> <p>Date: September 4th, 2024</p> <p>Time: 14:00 Hrs. PKT (Pakistan Standard Time)</p> <p>The Bid Offers of the technically responsive Bidder(s) will be opened at a date provided later on. The sealed Bid Offers of technically non-responsive Bidders will be returned un-opened.</p>
<p>B. Preparation and Submission of Bids</p>	
<p>ITB 18 and 20</p>	<p><u>QUALIFICATION REQUIREMENTS</u></p> <p>Eligibility Criteria</p> <p>A The evaluation shall be on knock out basis in case the bidder fails to comply any of the given specifications shall be considered as Non-Responsive. Bid received from a Bidder, shall only be considered for technical evaluation if all the following components (and the relevant requirements of the Bidding Documents) are satisfied:</p> <p>A. Constitutive Documents as Proof of Existence</p>

- Bidder must be a legal entity which includes a firm registered with Registrar of Firms or a Company registered with the Securities & Exchange Commission of Pakistan (SECP). In case of international bidders, the entity should be registered with the relevant Local Authority.
 - i. Bidder should provide a detailed description of its entity (in case of JV; for all members) including:
 - Legal Name;
 - Complete head office, contact information, including mailing address, telephone number and an e-mail address;
 - Incorporation details, including certification of incorporation/registration, memorandum and articles of association/partnership deed and amendments made therein till date of submission of bid.
**Foreign entities participating in the Bidding Process should submit certified true copies of their constitutive documents.*
 - In case of JV, a JV agreement duly executed by all partners of the JV should be provided along with the Technical Proposal (Schedule L).

B. Registration with Pakistan Engineering Council

- i. The Bidder and in case of JV; one of the JV Partner; must possess a valid registration with PEC in categories relevant to the Project.
- ii. Foreign entities participating in the Bidding Process should submit proof of valid registration with local engineering body; duly attested by Pakistani Consulate / Pakistan High Commission of their country.

C. Registration with Tax Authorities

- i. The Bidder and in case of JV; all JV members; must possess a valid registration certificate from the Income Tax Authority (i.e., the NTN certificate) and relevant Sales Tax Authority, if applicable.
- ii. Bidders must be having Active taxpayer status.
- iii. Foreign entities participating in the Bidding Process should submit a Tax Certificate of their country; duly attested by Pakistani Consulate / Pakistan High Commission of their country

D. Non-Blacklisting, No Conflict of Interest & Litigation History

- i. Each Bidder (in case of a JV, each JV Member) shall provide evidence in the form of an affidavit on legal paper (PKR 100/-) duly notarized by the notary public stating that Bidder/ JV partner:
 - is not in bankruptcy or liquidation proceedings ;
 - is never blacklisted by any governmental or non-governmental department / agency in the last 10 years;
 - is never convicted of, fraud, corruption, collusion or money laundering;
 - has not previously entered into any contract/agreement with Federal Board of Revenue which was terminated prior to completion period due to default;
 - is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its/his/her capability to comply with the obligations under the Agreement;
 - is legally and financially autonomous and operate under commercial law;

- has no pending litigation that prevents or materially impedes in performing its obligations in respect of the Project Works and the Terms of the Agreement.
**Bidder/JV Partners shall provide details of litigation in the last 10 years and any ongoing litigation(s).*

E. Financial Soundness

- Minimum net worth* of the Bidder (Group/ Firm/ Company/ JV) shall not be less than Two and a half (2.5) billion Rupees based on the audited financial statements of immediately preceding financial year to demonstrate the current financial soundness of the Bidder’s financial position.
- The Bidder (Group/Firm/Company/JV) should have an average minimum turnover* of One (01) billion Rupees in the three (3) preceding financial years which should be duly supported by the audited financial statements of respective years.

** In case of JV, the financial soundness of each partner will be evaluated based on the weighted average of their respective net worth and average turnover. This weighted average will be calculated by applying weights proportional to their sharing ratio as outlined in the JV Agreement.*

**In case of local bidder or JV partner, the audit of the financial statements should be carried out by the ICAP QCR rated Chartered Accountant firm.*

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.*

F. Minimum Experience

Bidder (Group/Firm/Company/at least one of the members in case of JV) should have minimum five (5) years of hands-on experience in Real Estate Development including development, designing, construction and operation of the Public or Private infrastructure project of similar size and scale having worth of Rs. (five) 5 billion or above (includes Project Works as mentioned in Section II(A) of the ITB).

Experience will be substantiated from Real Estate Development project profiles /service agreements to evidence minimum five (5) years of experience in Real Estate Development/ Infrastructure maintenance and operations.

Technical Evaluation

- (i) It will be examined in detail whether the Project Works offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, similar experience, personnel capabilities and Project Works standards offered by the Bidder will be reviewed for which the Bidder’s data submitted with the Bid (Schedule A1-K) will be compared with the technical features/specifications/criteria prescribed by the Procuring Entity. Other technical information submitted with the Bid regarding the scope of work will also be reviewed, if any.

Bidder’s plan and specifications must comply with the requirements set

out in Part III, Terms of Reference & Technical Specifications, Section: Additional Considerations for FBR Reserved Apartments and Section: Building Specifications.

(ii) The criteria for evaluation of Technical Proposal shall be:

Sr. No.	Category	Total Marks
1.	Relevant Experience	30
2.	Human Resource/Key Experts	25
3.	Approach, Methodology and Business Plan	15
4.	Financial Credibility	30
Total		100

The breakup of the each of the category is given hereunder:

1. Relevant Experience

Relevant experience of the Bidder* will be assessed on the basis of following parameters:

Sr.	Category	Max. Marks	Documents to be provided by the Bidder
<i>A. For consideration of experience, copy of relevant license issued by respective authority, for the category of work shall need to be attached</i>			
B. Number of Projects Completed			
a. Detailed engineering design (6 marks)	Completed detailed design of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	03 marks for each project with maximum of 06 marks	<i>Profile/Contract/Agreements along with completion certificates should be provided. Completion certificates must be provided where the contracts were awarded by any Government entity.</i>
b. Construction (18 marks)	Completed construction of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	06 marks for each project with maximum of 18 marks	
c. Operation & Maintenance (6 marks)	Carried out O&M of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	02 marks for each project with maximum of 06 marks	
Sub-total		30	

2. Human Resource/Key Experts

The bidder must have the following staff as its key experts:

Sr	Category	Total Marks	Documents to be provided by the Bidder
a.	<p>Team Lead - Construction, Design & Maintenance Expert</p> <ul style="list-style-type: none"> • BS/BSc in Civil Engineering • Minimum of 10 years' experience with at least 3 similar smart/green building construction projects with value of more than Rs 5 billion (2 marks for each project with maximum 8 marks) 	8	<p>i. CVs of the proposed key experts should be provided on Schedule E of the Bidding Document.</p> <p>ii. Copy of degrees/transcripts should be submitted as a proof of qualification</p> <p>iii. Proof of employment of Key Experts/ proof of commitment/experience letters of the Key Experts should be submitted by the bidders.</p>
b.	<p>Team Member – Architecture Expert</p> <ul style="list-style-type: none"> • BS/BSc in Architectural Engineering • Minimum of 10 years' experience with at least 3 projects involving designing of green building with value of more than Rs 5 billion (1 mark for each project with maximum 3 marks) 	3	
c.	<p>Infrastructure Project Management Expert</p> <ul style="list-style-type: none"> • BS/BSc (Civil) or project management • Minimum 10 years of experience in planning, designing & supervising infrastructure development projects or maintenance of municipal services infrastructure with at least 3 similar smart building construction projects with value of more than Rs 5 billion (2.5 mark for each project with maximum 5 marks) 	5	
d.	<p>Finance Expert</p> <ul style="list-style-type: none"> • Master's degree in Accountancy/ Finance/Business Management/ Commerce or certification including ACCA/CPA/CA from a reputable university/institute • Minimum 10 years of experience in corporate finance, project finance, investment banking or investment advisory 	3	
e.	<p>Environmental Expert</p> <ul style="list-style-type: none"> • Masters (MSc in Engineering/MS/M.Phil.) in Environmental Engineering / Sciences from HEC recognized Institutes • Minimum 10 years of experience in environmental studies or analysis of infrastructure projects. 	3	
f.	<p>Legal Expert</p>	3	

- JD/LLM/Bar at Law
- Minimum 10 years' experience in Legal advisory on the transactions which have achieved commercial close

Total	25	
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3. Approach, Methodology and Business Plan

For evaluation of this aspect of the Bidder's Approach and Methodology to carry out the Project is further sub-divided as follows:

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

Sr. No	Description	Total Marks	Documents to be provided by the Bidder
1.	<p>Plan for Execution of Project Works Quality of the execution plan will be assessed for the following:</p> <ul style="list-style-type: none"> a. Understanding the Project (5%) b. Approach & Methodology (10%) c. Detailed design/layout of the Project (25%) d. Master Plan (25%) e. Work plan for Development and Operational activities (10%) f. Performance standards for the proposed Project Works of the Project development and management (15%) g. Identification of risk in project implementation and mitigation plan (5%) h. Organization & Staffing Plan (5%) 	7.5	<i>Schedule A, C & D of the Bidding Document</i>
2.	<p>Quality of *Business Plan/ Financial Model</p> <ul style="list-style-type: none"> a. Sound basis of key commercial assumptions [50%] b. Reasonableness of estimated project costs for the proposed land use of the FBR Properties, [25%]. c. Reasonableness of estimated revenue rates [25%]. 	7.5	<i>Schedule D of the Bidding Document; *Business Plan/Financial Model duly vetted by a qualified consultant</i>
Total		15	

** Bidder is required to submit a fully functional, non-restricted, dynamically linked Financial Model in Excel spread sheet form on a non-rewritable CD/DVD/USB. The model should be based on the realistic assumptions of the Project after necessary due diligence, market sounding, technical, legal and operational aspects and maximum utilization of the Property so as to reflect the best judgement of the Bidder.*

4. Financial Credibility

Sr. No.	Category	Max. Marks	Documents to be provided by the Bidder
1.	Net Worth (immediately preceding financial year)		
a.	PKR 2.5 billion or above but less than PKR 3.0 Billion	5	
d.	PKR 3.0 billion or above but less than PKR 05 billion	10	
e.	PKR 05 billion or above	15	
	Subtotal	15	
2.	Turnover/ Revenue (average of immediately preceding 3 years)		
a.	PKR 1.0 billion or above but less than PKR 2.0 Billion	5	<i>Audited financial statements of immediately preceding 3 years should be submitted</i>
c.	PKR 2.0 Billion or above but less than PKR 3.0 Billion	10	
d.	PKR 3.0 Billion or above	15	
	Subtotal	15	
	Total	30	

* In case of JV, the financial soundness of each partner will be evaluated based on the weighted average of their respective net worth and average turnover. This weighted average will be calculated by applying weights proportional to their sharing ratio as outlined in the JV Agreement.

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.

Qualifying Marks: *Minimum qualifying marks are 70%.*

Evaluation and Comparison of Bids

(a) Bids will be evaluated for complete scope of work.

(b) Basis of Bid Comparison

Bids of technically qualified Bidders will be compared on the basis of the highest percentage of apartments offered to FBR employees (not less than 40% of the total number of apartments of each type).

Successful Bidder

The Bid Offers of technically qualified bidders shall be opened. The bidder offering the highest number of apartments (not less than 40% of the total number of apartment) to FBR shall be declared as successful.

In the event it is determined that two (2) or more Bidders have quoted the same number of apartments reserved for FBR in their Bid Offer (the Tie-Bidders) (being the highest offered number of apartments), the Procuring Entity shall compare the Project Cost estimated by such Tie-Bidders, and the Tie-Bidder who has offered the lowest Project Cost shall be declared as successful.

ITB 25.1 Performance Securities/Bonds (Financial Close Bond, Construction Performance Security,

	<p>O&M Performance Security and Transfer Bond) shall be furnished in accordance with ITB 25.</p> <p>Performance Securities/ Bonds shall be submitted in the prescribed form and in favour of Chief Project, Federal Board of Revenue, Islamabad.</p>
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SECTION - IV: BID FORM & SCHEDULES

- Schedule A-1: Bidder's Profile
- Schedule A: Project Works Data
- Schedule B: Work to be Performed by Sub-Contractors
- Schedule C: Proposed Programme of Project Works
- Schedule D: Method of Performing Project Works
- Schedule E: CVs of Proposed Professional Staff
- Schedule F: Integrity Pact
- Schedule G: Letter of Technical Proposal
- Schedule H: Form of Bid Security
- Schedule I: Form of Power of Attorney (For Submission of Bids)
- Schedule J: Form of Power of Attorney (In case of JV)
- Schedule K: Checklist
- Schedule L: Standard Form of JV Agreement

SCHEDULE A -1

BIDDER'S PROFILE

The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and in case of a JV, by each JV member.

A. Bidder Profile

Particulars	Firm's Detail
Name of Firm / Consultant	
Office address	
Organization Chart	
Telephone	
Fax Number	
Email	
Contact Person	
Place of Incorporation / Registration	
Year of Incorporation / Registration	
Type of Organization	

B. JV Information (To be filled in by the JV)

- Name of JV: _____

S.No.	Name of Consortium Partners	Role on the assignment	Share in JV (%age)
1	Lead Partner:		
2	Partner No.1:		
3	Partner No.2:		

Note: The sharing ratio of the JV Member designated as the Technical Member, who must be registered with the PEC, shall not be less than twenty percent (20%) of the total JV share.

SCHEDULE A**PROJECT WORKS DATA**

(Please provide summarized Project understanding and details of proposed activities to be performed during the Project term. The bidder must ensure that the proposed activities meet all the requirements as specified in Part III- Scope of the Project & Technical Specifications.)

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

SCHEDULE B

WORK TO BE PERFORMED BY SUB-CONTRACTORS

The Bidder will undertake the whole of the Project Works, except the work listed below which he intends to subcontract in accordance with the terms and conditions of the Agreement and after approval of the Procuring Entity.

Items of Project Works to be Sub-contracted	Name and address of Sub-contractors	Statement of similar works/services previously executed (Attach Evidence)

Note:

1. *The Bidder may sub-contract with prior approval of Procuring Entity.*
2. *The Bidder shall be permitted to nominate up to a maximum of 3 (three) Sub-Contractors against each item of the Project Works.*
3. *No change of sub-contractors shall be made by the Bidder without prior approval of the Procuring Entity.*
4. *The bidder shall obtain a declaration from nominated sub-contractors for the proposed Project Works to be performed on respective letterheads.*
5. *The truthfulness and accuracy of the statement as to the experience of sub-contractors are guaranteed by the Bidder. The Procuring Entity's judgment shall be final as to the evaluation of the experience of sub-contractors submitted by the Bidder.*
6. *Statement of similar work/services shall include description, location & value of service, year completed and name & address of the Procuring Entity.*
7. *The Bidder shall be responsible for all actions, performances, works or services carried out by the sub-contractor (s).*
8. *Any liability arising out of the performance of the sub-contractor of any portion or part of the Project Works shall be deemed as liability of the Bidder.*

SCHEDULE C

PROPOSED PROGRAMME OF PROJECT WORKS

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he/ she proposes to complete the Project Works specified in the Technical Specifications and the Agreement. The programme should indicate the sequence of work items and the period of time during which he/she proposes to complete the Project Works including the activities such as performance of obligations under agreement.

No	Activities	Years							TOTAL TIME
		1	2	3	4	5	6	7	
A-1									
A-2									
.									
.									
.									
.									
.									
.									
.									
.									
.									
A-n									

Note: Additional sheets may be added. However, all additional sheets shall be signed and stamped by the Bidder.

SCHEDULE D**METHOD OF PERFORMING PROJECT WORKS**

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

A description of the approach, methodology and business plan for performing the Project Works, as specified in Schedule A, including a detailed description of the proposed methodology and staffing for training, if the Technical Specifications specify training as a specific component of the Project Works.

{Suggested structure of your Technical Proposal (in FTP format):

A- Plan for execution of Project Works

- a) Technical Approach and Methodology
- b) Work Plan

A - a) Technical Approach and Methodology. {Please explain your understanding of the objectives of the Project as outlined in the Terms of Reference (TORs)/ Technical Specifications, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs/Technical Specifications in here.}

B- Quality of Business Plan

A - b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the Project, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs/Technical Specifications and ability to translate them into a feasible working plan. Work plan should include at a minimum the following activities:

- a. Understanding the Project
- b. Design & Construction Methodology & plan
 - Design criteria for architectural, structural, road works, water supply, drainage, street lighting, gas, electrical, telecommunications systems etc. with references of standard technical specifications, applicable code/practices, etc.)
 - Construction methodology, including details of any innovative construction techniques to be adopted ensuring quality construction at the requisite pace. Bidder shall be required to submit his cost breakdown including civil works, architectural works, roads, drainage, water supply, electro & mechanical installation, ancillary works, etc. quantities and rates).
- c. Detailed design (2D and 3D architectural layout plans of the apartments with indicative furnishing and the apartment building with elevations.)
- d. Master Plan (2D and 3D master plan of the Site with boundary indicating layout of apartment buildings and facilities for residents, safety and security features, transportation access outline, sewerage and water supply outline etc.)
- e. Work plan for development activities
- f. Performance standards for the proposed Project Works of the Project development and management
- g. Identification of risk in project implementation and mitigation plan
- h. Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff.} The Execution Schedule and human resource allocation including:

- Detailed Activity Schedule (Preferable if prepared in MS Project as Gantt Chart) including procurement and human resource allocation.
- Organizational structure at supervisory and arrangements to handle contractual obligations with Procuring Entity's representatives.
- Role and Responsibility of Project Team i.e. job descriptions of the Core team.
- Anticipated time required to arrange funding.
- Timing for the construction of building.
- Timetable within which Bidder would be able to close-out the Project.
- Transition plan.

B- Quality of Business Plan

The bidder shall submit a business plan comprising of Balance Sheet, Profit or Loss, Cash flow Statement, Project Cost, Sources of Project Funding, Project Investment Appraisal including NPV, IRR, Payback period etc. The business

- Sound basis of key commercial assumptions
- Reasonableness of estimated project costs for the land use proposed
- Reasonableness of estimated revenue rates

SCHEDULE E

CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____
2. **Name of Firm** [Insert name of firm proposing the staff]: _____
3. **Name of Staff** [Insert full name]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **CNIC No** (if Pakistani): _____ **or Passport No** (if foreigner): _____
6. **Education:**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** _____
8. **Other Training** [*Indicate significant training since degrees under item 6 "Education" were obtained*]:
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format below): dates of employment, name of employing organization, positions held.]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

--	--	--	--

11. Detailed Tasks Assigned as per Component of Evaluation

[List all tasks to be performed under this assignment with separate heading]

12. Work undertaken that best illustrates capability to handle the tasks assigned as per evaluation criteria

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

1) Name of assignment or project: _____

Year: .

Location: _____

Procuring Entity: _____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project: _____

Year: .
Location: _____
Procuring Entity: _____
Main project features: _____
Positions held: _____
Activities performed: _____
3) Name of assignment or project: _____
Year: .
Location: _____
Procuring Entity: _____
Main project features: _____
Positions held: _____
Activities performed: _____
[Add the project details and continue numbering (4, 5, ...) as many times as is required]

13. Certification:

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

_____ Date:_____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

SCHEDULE F

INTEGRITY PACT
(On Stamp Paper of Rs. 1,000)¹

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE BIDDERS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing, [name of 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 from GoP, except that which has been expressly declared pursuant hereto.

[Name of 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 subject project with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as

¹ To be attested by a notary public

aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of 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 from GoP. [Name of Bidder] understands that any corrupt business practice or giving of any kickback, commission, tip, bribe or gift shall result in termination of any contract signed with the GoP, blacklisting from any future award of contract, and recovery from [name of Bidder] of any damage or loss caused as a result of such termination.

For and on behalf of the [Name of Bidder]:

Name:

Designation:

Signature:

[Seal]

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE G

LETTER OF TECHNICAL PROPOSAL

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated _____ and issued by FBR (the "Procuring Entity") (the "Bidding Documents").

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _____ and _____] hereby declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including all addenda and schedules, issued in accordance with Instructions to Bidders (ITB);
- (b) We confirm that we have accepted all non-negotiable terms of the Concession as laid down in Clause 1.4 of the ITB;
- (c) We, including any sub-contractors or suppliers for any part of the Agreement, do not have any conflict of interest in accordance with Clause 2.6 of the ITB;
- (d) We are not participating as a Bidder in more than one bid as per the Bidding Documents;
- (e) Our firm, its affiliates or subsidiaries, including any sub-contractors or suppliers for any part of the Agreement, have not been declared ineligible by the Procuring Entity, the Government of Pakistan under the Procuring Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (f) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amounting to PKR (Enter Amount) drawn in your favor or made payable to you and valid for a period of 180 (one hundred and eighty) days. We confirm that the Bid Security has been issued and maintained in Pakistan Rupees by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan or a foreign bank outside Pakistan duly counter-guaranteed / confirmed by a scheduled bank (as per the State Bank of Pakistan requirements) in Pakistan;
- (g) Our Bid consisting of the Technical Proposal and the Bid Offer shall be valid for a period of 180 (one hundred and eighty) days from the date fixed for the Bid Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon

us and may be accepted at any time before the expiration of that period (as such period may be extended in accordance with the Bidding Documents);

- (h) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (i) We have reviewed and accepted the form of the Agreement as attached in Part II of the Bidding Documents and undertake to execute the same within the period specified in the Bidding Documents;
- (j) All partners of the JV shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof; and
- (k) We hereby declare that all the information and statements made in this Bid are true and accurate, and we accept that any misrepresentation contained in our Bid may lead to our

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

disqualification and forfeiture of the Bid Security.

[Seal]

SCHEDULE H**FORM OF BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto **FEDERAL BOARD OF REVENUE** (hereinafter called the '**Procuring Entity**') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Entity; and

WHEREAS, the Procuring Entity has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Entity, conditioned as under:

- (1) that Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Entity, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Entity after expiry of its validity or upon signing of the Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Entity pursuant to Clause 25.3 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Agreement with the said Procuring Entity in accordance with his Bid as accepted and furnish within fourteen (14) days from the date of issuance of the Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Entity for the faithful performance and proper fulfilment of the said Agreement or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Procuring Entity the said sum upon first written demand of the Procuring Entity (without cavil or argument) and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Entity by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Procuring Entity forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

FORM OF POWER OF ATTORNEY**POWER OF ATTORNEY (For Submission of Bids)
(On Stamp Paper of Rs. 1,000)²**

Know all men by these presents, We {name of the company/ entity and address of the registered office} intend to submit a bid for the "[--]" (the "**Bid**") and do hereby appoint and authorize Mr./Mrs. {full name and residential address} (vide authorization by the board/approving body of the company/entity dated ____) who is presently employed with us and holding the position of _____ as our attorney (the "**Attorney**"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Federal Board of Revenue (the "Procuring Entity")** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For and on behalf of: _____

(Signature)

(Name, Designation and Address)

Accepted by the Attorney:

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witness 1:

² To be attested by a notary public if executed in Pakistan. In addition, to be notarized by a notary public and attested by the relevant Pakistan Embassy/Consulate if executed outside Pakistan.

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE J

FORM OF POWER OF ATTORNEY**POWER OF ATTORNEY (In case of JV)
(On Stamp Paper of Rs. 1,000)³**

Know all men by these presents, We: [(i) {name of the company/ entity and address of the registered office}; (ii) {name of the company/ entity and address of the registered office}; and (iii) {name of the company/ entity and address of the registered office}]⁴ intend to submit a bid for the {assignment nature} as {legal status} _____ (the “**Bid**”) and do hereby appoint and authorize {name of the company/ entity and address of the registered office} as our attorney on behalf of the _____ (the “**Attorney**”), to do in the name of the _____ and on its behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Federal Board of Revenue (the “Procuring Entity”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

We hereby further authorize our Attorney to nominate and appoint a designated representative to undertake all the actions permitted by this Power of Attorney on our behalf.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

[For and on behalf of: _____

(Signature)
(Name, Designation and Address)

For and on behalf of: _____

(Signature)
(Name, Designation and Address)

For and on behalf of: _____

(Signature)
(Name, Designation and Address)]⁵

³ To be attested by a notary public

⁴ Fill as appropriate with respect to the number of JV Partners.

⁵ Fill as appropriate with respect to the number of JV Partners.

Accepted by the Attorney:

(Signature)

(Name and Address of the Attorney)

(Name and Designation of the signatory of the Attorney)

Date:

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE K

CHECKLIST

Reference	Bidding Document - Page Reference	Check	Page Ref.
ITB 15, 16, 18 and 20	<i>Bid Submission</i>		
	Bid Security enclosed with the Technical proposal	<input type="checkbox"/>	
	Bid is accompanied by the power of attorney authorizing a representative to sign the Bid (Schedule L)	<input type="checkbox"/>	
	Each page of the Bid is signed and stamped by the authorized representative	<input type="checkbox"/>	
	A copy of RFP is attached with each page duly signed and stamped by the authorized representative	<input type="checkbox"/>	
	One (1) original and Two (2) copies of Technical proposal along with one soft copy in CD/DVD/USB	<input type="checkbox"/>	
	One (1) original Bid Offer separately sealed	<input type="checkbox"/>	
ITB 14.1	<i>Undertaking guaranteeing the acceptance of the Non-Negotiable terms of the Concession (Clause 1.4 of the ITB)</i>	<input type="checkbox"/>	
	<i>Bid Validity</i>		
	One hundred and eighty (180) days from the date of opening of technical bids	<input type="checkbox"/>	
	<i>Constitutive Documents as Proof of Existence</i>		
	Detailed description of the entity (in case of JV; for all members) including:	<input type="checkbox"/>	
	• Legal Name;	<input type="checkbox"/>	
	• Complete head office, contact information, including mailing address, telephone number and an e-mail address;	<input type="checkbox"/>	
	• Certification of incorporation/ registration	<input type="checkbox"/>	
	• Memorandum of Association and Articles of Association/ Partnership Deed and amendments made therein till date of submission of bid.	<input type="checkbox"/>	
	• Foreign entities - Certified true copies of foreign constitutive documents. (if applicable)	<input type="checkbox"/>	
ITB 18 & 20 and Bidding Data Sheet	A JV agreement duly executed by all partners of the JV (if applicable) (Schedule L)	<input type="checkbox"/>	
	<i>Registration with Tax Authorities</i>		
	Local Entities: Valid NTN certificate, STRN or provincial sales tax registration certificate	<input type="checkbox"/>	
	Foreign Entities: Tax Certificate duly attested by Pakistani Consulate / Pakistan High Commission of respective country	<input type="checkbox"/>	
	Evidence of Active Taxpayer status	<input type="checkbox"/>	
	<i>Non-Blacklisting, No Conflict of Interest & Litigation History</i>		
	Affidavit on legal paper of PKR 100 duly notarized by the notary public stating the matters stated in the BDS. (each member shall submit affidavit in case of JV)	<input type="checkbox"/>	
	Ongoing litigation details, if any, of Bidder/JV Partners	<input type="checkbox"/>	
	<i>Financial Soundness</i>		
	Audited financial statements of immediately preceding five (5) financial years of Bidders/all JV Partners	<input type="checkbox"/>	
	<i>Minimum Experience</i>		
	Real Estate Development project profiles /service agreements to evidence minimum five (5) years of experience in Real Estate Development/ Infrastructure maintenance and operations.	<input type="checkbox"/>	
	<i>Human Resource/Key Experts</i>		
Proof of employment of Key Experts/ proof of commitment by the Key	<input type="checkbox"/>		

Reference	Bidding Document - Page Reference	Check	Page Ref.
	Experts		
Letter of Invitation	Tender Processing fee (non-refundable) of PKR 10,000/-	<input type="checkbox"/>	
Schedules & Forms			
<i>Schedule A-1</i>	<i>Bidder's Profile</i>	<input type="checkbox"/>	
<i>Schedule A</i>	<i>Project Works Data</i>	<input type="checkbox"/>	
<i>Schedule B</i>	<i>Work to be Performed by Sub-Contractors</i>	<input type="checkbox"/>	
<i>Schedule C</i>	<i>Proposed Programme of Project Works</i>	<input type="checkbox"/>	
<i>Schedule D</i>	<i>Method of Performing Project Works (Approach, Methodology & Business Plan/ Financial Model duly vetted by a qualified consultant)</i>	<input type="checkbox"/>	
	<i>Fully functional, non-restricted, dynamically linked Financial Model in Excel spread sheet form on a non-rewritable CD/DVD/USB.</i>		
<i>Schedule E</i>	<i>CVs of Proposed Professional Staff along with proof of employment by Bidder/undertaking by Key expert to remain available for the Project</i>	<input type="checkbox"/>	
<i>Schedule F</i>	<i>Integrity Pact on legal paper (PKR 1,000)</i>	<input type="checkbox"/>	
<i>Schedule G</i>	<i>Letter of Technical Proposal</i>	<input type="checkbox"/>	
<i>Schedule H</i>	<i>Bid Security of PKR 10 Million</i>	<input type="checkbox"/>	
<i>Schedule I</i>	<i>Power of Attorney on legal paper (PKR 100)</i>	<input type="checkbox"/>	
<i>Schedule J</i>	<i>Power of Attorney- JV on legal paper (PKR (1,000) (if applicable)</i>	<input type="checkbox"/>	
<i>Schedule L</i>	<i>JV Agreement duly executed by all partners of the JV (if applicable)</i>	<input type="checkbox"/>	
PART-IV	<i>Letter of Bid Offer</i>	<input type="checkbox"/>	
PART-IV	<i>Form of Bid Offer</i>	<input type="checkbox"/>	

Any other information attached, which has been sought in the BDS, please specify:

- _____
- _____
- _____

SCHEDULE L

JOINT VENTURE AGREEMENT

CONDITIONS AND TERMS

[To be executed on Rs. 1,200/- stamp paper]

THIS JOINT VENTURE AGREEMENT (hereinafter called the "Agreement") made and entered into this day of the month of 20__ by and among:

A. PRINCIPAL MEMBERS (local and foreign) comprising:

1. [Name and address of the Lead Local Partner firm] (hereinafter called "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Lead Partner";
2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Local Member';
3. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Foreign Member'; and
4. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Principal Foreign Member".

B. ASSOCIATE MEMBERS (local and foreign):

1. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".
2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

(all the above local and foreign members for the purpose of this Agreement hereinafter individually called the "Member" and collectively called the "Members")

WHEREAS

- (a) the Procuring Entity (as defined hereunder) intends to appoint /has appointed the Bidder for providing Project Works comprising of Construction and O&M of Residential Apartments on FBR land situated in Islamabad; hereinafter called the "Project"; and
- (b) the Members have agreed to join hands in the form of a Joint Venture to provide the said Project Works.

NOW THEREFORE, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Procuring Entity" means the person, firm, company or body named in [Schedule 1] and none other, except its legal successors and permitted assigns;
- 1.1.2 "Country" means the country named in [Schedule 1] where the Project is located;
- 1.1.3 "Day" means working day, and "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.4 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.5 "Invitation" means the invitation of the Procuring Entity to a Member or Members to submit a Bid for the execution of Project Works for the Project;
- 1.1.6 "Joint Venture" means the joint venture formed between the Members in accordance with this Agreement;
- 1.1.7 Joint Venture Agreement, hereinafter referred to as "this Agreement", comprises the document entitled Conditions and Terms together with Schedules 1 to 4 attached there to and such other documents as may be specified in [Schedule 1] to form part of this Agreement;
- 1.1.8 "Lead Partner" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Joint Venture's Representative for liaison with the Procuring Entity and, unless otherwise agreed by the Members, the Project Manager for execution of the Project Works;
- 1.1.9 "Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;

- 1.1.10 "Project" means the undertaking Project Works named in [Schedule II] in connection with which the Procuring Entity intends or has commenced to proceed and requires professional services;
- 1.1.11 "Bid" means the Bid to be prepared and submitted by the Joint Venture in response to the Invitation;
- 1.1.12 "Project Works" means all the works and services to be performed by the Joint Venture in accordance with the Bid, any Terms of Reference or the Agreement, as the case may be;
- 1.1.13 "Agreement" means the Agreement for Construction & O&M of residential apartments on FBR land situated in Islamabad to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document; and

1.2 Interpretation

- 1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- 1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation.
- 1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this Agreement and not to those in any other document attached or incorporated by them.

2. JOINT VENTURE

- 2.1 The Members hereby establish a joint venture being an unincorporated association under the name of [name of joint venture] or such other name as the Members shall unanimously agree from time to time (hereinafter called the "Joint Venture") for the purposes of:
- preparing and submitting the Bid to the Procuring Entity [Remove if not applicable];
 - providing any further information, the Procuring Entity may require or negotiating with the Procuring Entity on any matters requiring negotiation in connection with the Bid;
 - entering into the Agreement with the Procuring Entity, if the Bid is accepted; and
 - performing all the Project Works to be undertaken for the Project by the Joint Venture under the Agreement.
- 2.2 The Members hereby appoint the Lead Partner and, pursuant to Sub-Clause 3.6, the representative of the Joint Venture, and confirm the addresses of the Joint Venture and the addresses of the Members respectively, as stated in [Schedule 1].

2.3 The profits and losses of the JV shall be allocated and shared by the Parties in the following proportions:

[Party Name 1]: [Percentage]

[Party Name 2]: [Percentage]

[Party Name n]: [Percentage]

Total: 100%

2.3 Unless otherwise agreed in writing by the Members, this Agreement shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Procuring Entity (such change to be notified to the Procuring Entity and his acceptance obtained).

2.4 If the JV is un-registered, the Parties shall get the JV registered as Special Purpose Vehicle (SPV) containing all the partners of JV within 1 months from the date of Letter of Intent. The SPV should include all JV members who have submitted the Bid. No change in the JV members shall be allowed without prior consent of the Procuring Entity.

3. BID SUBMISSION

3.1 The Members shall make all reasonable endeavors to obtain from the Procuring Entity the award of the Project Works in accordance with the conditions of the Invitation or such conditions as may subsequently be agreed between the Procuring Entity and the Joint Venture.

3.2 The preparation and submission of the Bid shall be undertaken jointly by the Members. The Lead Partner shall co-ordinate the preparation of the Bid and its submission to the Procuring Entity. The Members shall cooperate with the Lead Partner. The Members shall perform with all reasonable skill, care and diligence their respective functions until the award of the Agreement to the Joint Venture and signing of the Agreement or until the provisions of Sub-Clauses 16.1 and 16.3 have been satisfied.

3.3 Once the Bid has been submitted to the Procuring Entity, no changes may be made or additional information or explanations given without the consent of all the Members until the Agreement is effective.

3.4 The Members shall enter into the Agreement, if it is awarded to the Joint Venture, in accordance with the Bid, or the Bid as amended, subsequent to its submission, by agreement between the Procuring Entity and the Joint Venture.

3.5 Upon the execution of this Agreement, each of the Members shall grant a Power of Attorney in favor of a person nominated by it as its Representative, as designated in [Schedule 1]. The Representatives of each Member will constitute the Policy Committee of the Joint Venture. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Bid and the

Concession Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.

- 3.6 The Representative of the Lead Partner shall be the representative of the Joint Venture for the purpose of correspondence and discussion with the Procuring Entity on matters involving the interpretation of the Agreement and alterations to its terms and to the Project Works to be performed.

4. PERFORMANCE OF THE WORK

- 4.1 The work to be performed under the Agreement shall be carried out in accordance with the terms and conditions of the Agreement and this Agreement. In the event of any inconsistency between the terms of the Agreement and this Agreement regarding the performance of the work, the Agreement shall prevail, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.2 Each Member shall be responsible for fulfilling the obligations prescribed in [Schedule 3] in accordance with the terms of the Agreement to the satisfaction of the Procuring Entity, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.3 The apportionment of the Joint Venture's obligations between the Members in accordance with [Schedule 3] can be amended by agreement between the Members, subject to the consent of the Procuring Entity if required by the Agreement.
- 4.4 Any alterations or additions to the Project Works to be carried out under the Agreement shall be made only with the consent or on the instructions of the Procuring Entity in accordance with the Agreement. Responsibility for carrying out additional obligations shall be as agreed between the Members, subject to the consent of the Procuring Entity if required by the Agreement.

5. LANGUAGE AND LAW

- 5.1 The following shall be stated in [Schedule 1]:
- the language in which this Agreement shall be written and interpreted; and
 - the country or state, the law of which shall apply to this Agreement.

6. EXCLUSIVITY

- 6.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Project, other than as a Member of the Joint Venture and in accordance with the terms and conditions of this Agreement. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. EXECUTIVE AUTHORITY

- 7.1 No Member shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Member unless such authority is expressed in writing by the Members jointly in regard to the Joint Venture, or by a Member individually in regard to the (other) Member.
- 7.2 From the date of this Agreement until the award of the Agreement to the Joint Venture or until this Agreement shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:
- for the purpose of submitting the Bid, the respective responsibilities and obligations to be undertaken by the Members under the Agreement, subject to the conditions of the Invitation;
 - for the purpose of submitting the Bid, the prices and terms and conditions of payment comprised in the Bid as applicable to the Joint Venture generally, and to the Members separately, subject to the conditions of the Invitation; and
 - any communication to, or response to communication from, the Procuring Entity either written or oral and any commitment of any kind to the Procuring Entity or any other party in connection with the Bid.
- 7.3 From the date of the award of the Agreement to the Joint Venture, decisions on the policies of the Joint Venture shall be vested in a Policy Committee comprising the Representative of each of the Members specified in accordance with Sub-Clause 3.5.
- 7.4 Each Member shall provide notice of its Representative on the Policy Committee and shall give prior notice of any change in such appointment (s), temporary or otherwise, as may occur from time to time.
- 7.5 The representative of the Lead Partner on the Policy Committee shall be the Chairman of the Committee. The Chairman shall ordinarily convene the meetings of the Committee and may invite others whom he wishes to attend, in order to inform or advise the Representatives, or to record the proceedings of the Committee. The minimum frequency of Policy Committee meetings shall be as mentioned in the [Schedule 1].
- 7.6 In the event of there being disagreement between members of the Policy Committee on matters not otherwise prescribed in this Agreement the Chairman shall be entitled to use a casting vote.
- 7.7 Meetings of the Policy Committee shall take place at least as frequently as prescribed in [Schedule 1], unless otherwise agreed by the Members. A Member may convene a meeting of the Committee at any time by giving at least fourteen days' notice in writing to the Members.
- 7.8 Minutes shall be kept, in the language named in [Schedule 1], of all meetings of the Policy Committee and copies of all such minutes shall be circulated to the Members.

- 7.9 The Members respectively agree to act (and agree that their respective representatives on the Policy Committee shall act) at all times in the best interests of the Joint Venture in taking any actions relating to the Project and shall use all reasonable endeavors to settle any disputes arising between them in connection with the Joint Venture.
- 7.10 Each Member shall appoint a Local Representative in each locality where that Member is to work. The Local Representative of a Member shall be responsible for the obligations to be undertaken by it in the said locality and for performance of its responsibilities in that locality under this Agreement.
- 7.11 Each Member shall notify the other of its Local Representative and responsibilities assigned to him and shall give prior notice of any change in such appointment (s) or assignment (s) of responsibilities as may occur from time to time.
- 7.12 A Project Manager shall be appointed. Unless otherwise agreed by the Members, the Lead Partner shall appoint him and will be entitled to subsequently remove him from that position and appoint a replacement.
- 7.13 The Project Manager shall manage and supervise the performance of the work under the Agreement in accordance with the directions of the Policy Committee, and shall report to the Policy Committee on the performance and progress of the work as and when required by that Committee.
- 7.14 The Local Representatives shall work under the direction of the Project Manager.

8. DOCUMENTS

- 8.1 All documents produced by a Member or the Members in connection with the Project which are made available to persons other than the Members shall bear the name of the Joint Venture.
- 8.2 All documents prepared by either of the Members in connection with the performance of work under the Agreement, and which are submitted to the Procuring Entity or are to be made available to third parties, shall be signed by the Project Manager, unless they concern the interpretation of the Agreement or alteration to its terms or Project Works to be performed.
- 8.3 Each Member shall have unrestricted access to any work carried out by the Members in connection with the Project.
- 8.4 Copies of all documents submitted to the Procuring Entity by or on behalf of the Joint Venture by a Member shall be circulated to the Members as soon as reasonably practicable following such submission.
- 8.5 During the period of this Agreement and after the termination of the Agreement without limit in point of time, no Member shall disclose to any person any information which it obtains through its participation in the Joint Venture (and

shall ensure that its employees shall observe such restrictions) unless the said information:

- becomes public knowledge;
- must be disclosed for the proper performance of the Project Works; or
- is published with the approval of the Joint Venture and, when required under the Agreement, of the Procuring Entity.
- No Member shall utilize photographs, or other data describing the Project, in promoting its own business, without the approval of the other Member(s).

8.6 Except as may be otherwise provided under the Agreement, the copyright in documents produced by a particular Member in connection with the Project is granted to the Members and each Member hereby licenses the Members to use and reproduce documents produced by it.

8.7 Except as provided in Sub-Clause 8.6, each Member shall indemnify the Members against all claims, liabilities, damages, costs and expenses sustained as a result of reusing the designs, drawings and other documents produced for the Project on other projects.

9. PERSONNEL

9.1 Each Member shall assign a sufficient number of its employees to the Project so that the provisions of this Agreement are complied with and the Project Works are carried out in accordance with the Agreement. Unless specifically agreed otherwise, the Joint Venture shall have no employees of its own.

9.2 Each Member shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.

9.3 Notwithstanding the foregoing provisions of this Clause, each Member may allow; any person, firm or corporation over which it exercises management control; to fulfill any of the obligations for which it is responsible under this Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Member.

9.4 Each Member shall be entitled to invite, subject to the approval of the Procuring Entity (if required) and to the agreement of the Members, sub-consultants to carry out any of that Member's obligations, provided that in such circumstances the control of and responsibility for undertaking those obligations shall at all times remain vested in the Member in question.

9.5 The engagement of sub-consultants by the Joint Venture shall be subject to the provisions of Clause 7.

10. ASSIGNMENT AND THIRD PARTIES

10.1 No Member shall sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this Agreement, or its interests in any sums payable by the Procuring Entity other than by a change in favor of its bankers of any monies

due or to become due under the Agreement, without the prior written consent of the Members.

- 10.2 This Agreement is exclusively for the benefit of the Members and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

11. SEVERABILITY

- 11.1 If any part of any provision of this Agreement is found by an arbitrator or Court or other competent authority to be void or unenforceable, such part of the provision shall be deemed to be deleted from this Agreement and the remainder of such provision and the remaining provisions of this Agreement shall continue to be in full force and effect.

- 11.2 Notwithstanding the foregoing, the Members shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the part of the provision found to be void or unenforceable.

12. MEMBER IN DEFAULT

- 12.1 In the event of insolvency of a Member, the other Member [or remaining Member (s) of rest of JV] is hereby irrevocably constituted and appointed to act for it in all matters affecting performance of this Agreement.

- 12.2 A Member that delays or fails to fulfill its obligations in whole or in part under this Agreement shall be deemed in default and shall indemnify the other Member (s) in respect of the consequences.

- 12.3 A notice in writing from the Procuring Entity that the performance of obligations under the Agreement is unsatisfactory or that the continued involvement of a Member is no longer required in whole or in part shall for the purposes of this Clause mean that the Member concerned is in default unless otherwise agreed by the other Member(s).

- 12.4 If the default of a Member shall be such that the Member in question shall be substantially in breach of its obligations hereunder, the other Member(s) shall be entitled to reassign the work concerned.

- 12.5 Any actions taken by the other Member against the defaulting Member pursuant to the preceding Sub-Clauses of hereof shall be without prejudice to any rights to which he may be entitled at law against the defaulting Member.

- 12.6 If a reassignment of work under the Agreement is made in accordance with this Clause, the defaulting Member shall not obstruct the Member who undertakes the reassigned work and shall provide him with access to all documents and information necessary for its proper performance.

- 12.7 Any sums received by the Joint Venture in payment for the defaulting Member's obligations already undertaken shall be used to compensate any loss or damage resulting from the default of that Member. The defaulting Member shall remain

responsible for providing guarantees and bonds relevant to the obligations allocated to that Member prior to such reassignment until the completion of the Project Works.

12.8 If all of the defaulting Member's obligations are reassigned in accordance with this Clause, the other Member(s) shall be entitled to and shall:

- carry on and complete the performance of the Agreement without the participation of the defaulting Member, its successors, receivers or other legal representatives and continue to act in accordance with the terms of this Agreement (as amended to take account of the non-participation of the defaulting Member); and
- retain for the performance of the Agreement all equipment and materials purchased therefor and all assets owned by the Joint Venture at the time of the default by the defaulting Member until the completion of the Project Works. The defaulting Member, its successors, receivers or other legal representatives shall execute and do all deeds, documents and things necessary to enable the said equipment and materials to continue to be so used and to enable the Joint Venture to continue without involvement of the defaulting Member.

12.9 Upon completion or earlier termination of the Agreement and receipt of all amounts due thereunder, the remaining Member(s) shall account to the Member in default which shall be entitled to receive an amount equal to any sums provided by the defaulting Member towards any general funds which shall not previously have been expended, plus such Member's share of any funds of the Joint Venture due to it, reduced by any losses or damage occasioned by its default.

12.10 In the event that the share of the losses chargeable to the defaulting Member exceeds any sums provided by the defaulting Member to any general funds and the share of any funds of the Joint Venture due to it in accordance with the terms of this Agreement, the defaulting Member shall promptly pay the excess to the remaining Member(s).

13. DURATION OF THE AGREEMENT

13.1 If it has been jointly established by the Members that the Bid will not be accepted by the Procuring Entity or if it has not been accepted by the Procuring Entity within the period allowed for acceptance in accordance with the Bid or any extension of that period subsequently agreed between the Procuring Entity and the Joint Venture, this Agreement shall thereupon terminate forthwith.

13.2 If the Bid is accepted by the Procuring Entity, this Agreement shall continue to have full force and effect and shall continue the same when the Agreement is entered into with the Procuring Entity, until confirmation has been received from the Procuring Entity that the Project Works have been completed, or the Agreement has been terminated, and all accounts relating to the Project Works between the Joint Venture, the Procuring Entity and third parties and between the Members are acknowledged as settled.

13.3 Provided that the terms of this Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. LIABILITY

14.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member (s) against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

14.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the remaining Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by arbitration in accordance with Clause 19.

15. INSURANCE

15.1 Unless otherwise agreed by the members, each Member individually shall make all reasonable efforts to maintain insurance coverage in the amounts stated in [Schedule 2] as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

15.2 Each Member shall make all reasonable efforts to maintain insurance cover in the amounts stated in [Schedule 2] for public/third party liability insurance and any other insurances necessary to comply with the Agreement.

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATION

16.1 Each Member shall be reimbursed the costs and expenses incurred by it in connection with the promotion, preparation, negotiation and submission of the Bid, as per actual expenses or as prescribed in [Schedule 4].

16.2 If [Schedule 4] does not prescribe the reimbursement of promotional costs and expenses each Member shall bear the costs and expenses which it incurs.

16.3 All payments to the Members shall be made in accordance with [Schedule 4] and the financial policy of the Joint Venture is as set out in that Schedule.

17. FINANCIAL ADMINISTRATION AND ACCOUNTING

17.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affairs; where relevant, and for accounting accordingly to the relevant authorities.

17.2 The Lead Partner shall be responsible for provision of Financial Administration Services as set out in [Schedule 2].

18. GUARANTEES AND BONDS

18.1 Unless otherwise agreed by the Members, the Members severally shall provide guarantees and bonds in proportion to their respective shares in the Project Works sufficient for the total of guarantees and bonds required of the Joint Venture by the Procuring Entity. The Members severally shall be responsible for administration and extensions, if required, of the guarantees and bonds they have provided.

19. ARBITRATION

19.1 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Procurement Rules stipulated in [Schedule 1]. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

19.2 Judgment upon the award rendered in any arbitration proceedings may be entered in any court having jurisdiction by any of the Members or application may be made to such court for, a judicial acceptance of the award and an order for enforcement (as the case may be).

20. NOTICES

20.1 Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in [Schedule 1]. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.

20.2 The official address of the Joint Venture to be included on all documentation signed in the name of the Joint Venture shall be as designated in [Schedule 1] hereto or such other address as shall be agreed from time to time by the Members, subject to the requirements of the Agreement.

21. SOLE AGREEMENT AND VARIATION

21.1 This Agreement is as specified in Sub-Clause 1.1.7 and is the sole agreement between the Members and supersedes any previous agreements between them relating to the matters referred to herein. Variations and addenda may be made to this Agreement, including the admission of new Members to the Joint Venture, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member(s) to be in default pursuant to Clause 12 his agreement and signature is not required.

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of
[Name of the Lead Partner firm]
Name of Authorized Representative: _____
Designation: _____

Date: _____

Seal: _____

2. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

3. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

4. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

5. For and on behalf of

[Name of Associate Member]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

JOINT VENTURE AGREEMENT DATA SHEET

[Instructions are provided, as needed, in italics.]

Clause Reference**1.1.1 NAME AND ADDRESS OF THE PROCURING ENTITY:**

[Insert name and address of the Procuring Entity.]

1.1.2 COUNTRY:

[Insert the name of Country where the project is located.]

1.1.10 PROJECT BRIEF:

[Insert project name and brief description.]

2.2, 3.5 LEAD MEMBER, REPRESENTATIVE OF JOINT VENTURE AND MEMBERS OF JOINT VENTURE:

3.6& 20 *[Insert the name and Address of Joint Venture]*

[Insert the name and address of Lead Member.]

[Insert the name and address of Representative of Lead Member/ Joint Venture.]

[Insert the names and addresses of all the JV Members.]

5.1 LANGUAGE AND LAW:

The joint Venture Agreement shall be written and interpreted in English Language

The Law of Islamic Republic of Pakistan shall apply to this Agreement.

7.5 MINIMUM FREQUENCY OF POLICY COMMITTEE MEETINGS:

[Insert the minimum frequency of Policy Committee Meetings keeping in view the Project size and complexity.]

19.1 RULE OF ARBITRATION:

[Insert the rule of Arbitration which shall apply to the Joint Venture Agreement]

INSURANCE POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

15 INSURANCES:

15.1 *[Amounts to be inserted hereunder for each member to maintain the insurance cover as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement]*

Name of Member Amount against Insurance Coverage

15.2 *[Amounts to be inserted hereunder for each member to maintain the insurance cover for public/third party liability insurance and any other insurances necessary to comply with the Agreement]*

Name of Member Amount against Insurance Coverage

OBLIGATION BETWEEN THE MEMBERS (AS PROVIDED IN SCHEDULE 1)

[Instructions are provided, as needed, in italics.]

Clause Reference

4 PERFORMANCE OF THE WORKS**A. Pre-Award Stage**

[Describe the obligations of each Member for pre-award stage]

B. Post -Award Stage

[Describe the obligations of each Member for post-award stage in accordance with the terms of the Agreement to the satisfaction of the Procuring Entity]

FINANCIAL POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATIONS

A. Pre-Award Stage

16.1

&

16.2 Estimated/Notional Expenses

[Insert estimated/notional expenses incurred for promotion and preparation of Bid as hereunder]

Name of Member Estimated/Notional Expenses

B. Post -Award Stage

16.3 Financial Policy of JV

[Financial policy of the Joint Venture to be as set out]

17.2 FINANCIAL ADMINISTRATION SERVICES:

[Financial Administration Services to be set out by the Lead Partner]

PART- II – DRAFT AGREEMENT

PART- III- SCOPE OF THE PROJECT & TECHNICAL SPECIFICATIONS

Disclaimer: All the information provided in this section relating to facilities, area, and related details is based on facts as existed at the time of collecting such information. The successful Bidder is to survey and update such information at the time of signing of agreement.

A. Scope of the Project

The Federal Board of Revenue (Formerly known as Central Board of Revenue) was established on April 01, 1924, by the Central Board of Revenue Act, 1924. In 1944, it became part of the Ministry of Finance's Revenue Division. After independence, it operated as an attached department of the Ministry of Finance until August 31, 1960, following the recommendations of the Administrative Re-organization Committee. At that point, it was renamed the Federal Board of Revenue (FBR).

Federal Board of Revenue is a federal law enforcement agency of Pakistan that administer fiscal policies, collect tax revenue, make regulations regarding collection of tax. investigates tax crimes, suspicious accumulation of wealth, money-laundering and act as quasi-judicial deciding taxation cases and appeals.

Federal Board of Revenue (FBR) of Pakistan has a portfolio of real estate properties, both undeveloped and developed, all over the country. It plans to bring its undeveloped property located in Islamabad to active use for residential purposes in the form of Public-Private Partnerships. The property under consideration is as follows:

City	Area	Location	Proposed Use/Project
Islamabad	10.6 kanal	Sector G-5/2 near NTC building	Residential Building

a) OBJECTIVES:

FBR seeks following objectives through this Bidding:

- Enter into a long-term partnership with a highly-qualified and financially-strong Real Estate Developer to design, build and finance the Proposed project and additional amenities in Public Private Partnership mode on the property owned by FBR;
- The project shall be operated under concession for 25 years in order to cover life-cycle costs, earn project revenues from the Project, and earn an acceptable return on investment;
- Identify a long-term partner that will maintain the high standards for projects, community relations, management and maintenance of the property;
- Incorporate environmentally sustainable operating and maintenance practices; and
- The Projects shall be transferred back to FBR without any condition at the end of concession period.

b) SITE ANALYSIS

The analysis of proposed site in Islamabad is as under:

Area of the proposed site is 10.6 kanal. The site is centrally located in Islamabad, positioned on Ataturk Avenue (East), G-5/2, and accessible from Constitution Avenue as well. It shares proximity with the National Telecommunication (NTC) Headquarters. Within a 1km radius of the proposed site, significant landmarks are situated: to the North are the Supreme Court of Pakistan, National Assembly of Pakistan, and

Parliament Lodges; to the East are the Prime Minister House and the Election Commission of Pakistan; to the Southeast is the Radio Pakistan headquarters; to the South are the State Bank of Pakistan and NADRA headquarters; and to the West is the Pakistan Engineering Council.



c) DETAILED SCOPE OF PROJECT

The Property is currently under the management and control of the Federal Board of Revenue (FBR). FBR intends to invite Bidders to invest in the Project to develop, design, finance and construct the multistorey residential apartments building on land and operate and maintain the Project Assets for a period of 25 years (the, "Concession Period") in accordance with the terms of the RFP and the Concession Agreement.

The Project will have following components:

- Commercial Close;
- Financial Close;
- Design & Construction Phase
- Operations and Management Phase
- Handback

B. Commercial Close

FBR will issue a Letter of Intent (LOI) to negotiate the final Concession Agreement terms with the Successful Bidder. FBR may request revised bids based on its needs. Upon meeting these requirements, the Successful Bidder will receive a Letter of Support (LOS). Finally, the SPV formed by the Concessionaire will sign the Concession Agreement with FBR.

C. Financial Close

The Concessionaire will have to achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep FBR well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of FBR upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

D. Design & Construction Phase

i. Design Phase

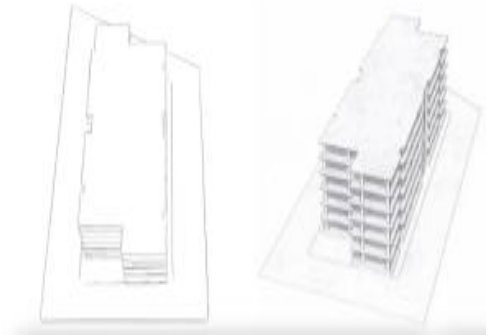
Under the Design phase, the following activities will be undertaken by the Successful Bidder:

- The Concessionaire should prepare design and layout of the Project in accordance with the building height restrictions, the design preferences, and other requirements laid down in the CDA Building Regulations.
- Prepare detailed design and seek approval of FBR before initiation of Construction work.

a) Apartments Design Requirements

- The following are the envisaged building specifications as per the CDA Building Bye-laws:

Site Area – SFT	57,750
FAR	1:1.75
No. Floors	G+5
Max Coverage	65%
Parking	1 per apartment
Front Set Back	30'
Side Set Back	30'
Back Set Back	30'



- The Concessionaire shall be responsible to undertake his own due-diligence and prepare design as per applicable prevalent bye-laws. The Concessionaire shall ensure maximum utilization of the Project covered area in accordance with the applicable standards and bye-laws.
- The Apartments shall be of the following types (No. of beds) and in the following proportion:

Type	Size (SFT)	Proportion
2 Bed	1200-1400	100%

- The Concessionaire shall be wholly responsible for the Design, Layout Plan, Construction and Development and Financing the construction, commissioning, maintenance and operations of the Project till expiry of the concession period. The Concessionaire shall through Independent Engineer and where required through Independent Auditor shall provide all data, designs, construction designs and milestones shall provide to the FBR for approval (which approval shall not obligate the FBR to incur any Projects risks).
- The construction of the multistory building shall adhere to technical specifications to ensure its safety, durability, and functionality. The foundation will be designed based on a geo-technical report, employing either shallow or deep foundation methods, with adequate bearing capacity to support the structure. The building will have a robust roofing system with proper insulation and drainage provisions. Electrical, plumbing, and HVAC systems will be designed based on load calculations and energy-efficient principles.
- Additionally, the Building shall be built on green/ smart basis, it involves a sustainable and environmentally conscious approach to construction. It entails incorporating eco-

friendly design principles, materials, and technologies to minimize its impact on the environment. Key aspects of green building practices include energy efficiency, water conservation, use of renewable resources, and waste reduction. Efficient insulation, solar panels, and energy-efficient appliances contribute to lower energy consumption, while rainwater harvesting and water recycling systems help conserve water resources. Additionally, the selection of locally sourced, recycled, or low-emission building materials further reduces the building's carbon footprint.

- Design of the building to ensure the security of the residents and staff. Design underground parking areas to maximize building and occupant security.
- Quality assurance measures, compliance with local building codes and regulations, and adherence to health and safety protocols will be strictly enforced throughout the project.
- In designing the water supply system, following must be ensured:
 - Design is based on minimum 50 years life period that caters to a mean population of seven (7) people per apartment and gives special attention to water conservancy
 - Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping
 - Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.
 - Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
 - Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
 - Water is available for fire fighting
 - Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)
- In designing the sewerage and drainage system, following requirements shall be ensured:

- Drainage and sewerage systems are maintained independently
- At least eighty-five (85) percent of water supply is considered as sewage
- Level of sewage effluent is reduced to an acceptable level as per prevailing standards using adequately sized septic tanks (supported by calculations)
- Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection.
- Sewerage system provides external disposal by terminating at the trunk sewer
- Storm water is captured from rooftops and diverted to drainage system
- Drainage system is designed on a 10 year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for re-absorption
- Sewerage and drainage components are designed as per CDA/TEPA/WASA design criteria, or in the absence of such, international standards (with reference).

a) Utilities

- In designing the electricity and lighting network, following shall ensure that:
 - Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
 - Electricity network is underground, conforms to IESCO standards, and connects to a grid station
 - Gas network is underground, conforms to SNGPL standards, and connects to the gas mains
 - Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, parking areas, footpaths, boundary walls, etc.
 - Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas;
 - All lights are energy efficient

b) Additional Considerations for FBR Reserved Apartments

Apartments reserved for FBR shall be unfurnished and in accordance with the specifications prescribed under Rule 8 of Accommodation Allocation Rules, 2002.

Construction Standards

a) General Requirements

Successful Bidder shall be required to carryout following activities under this phase:

- Provide building materials and finishes that are durable and require low maintenance. Building material including concrete, bricks, glass, metal, cast iron, steel, uPVC and other fibers should meet the high quality standards.
- Provide a building that is spatially efficient and designed to maximize the ratio of residential areas to amenities, support, circulation and service areas. Standardize unit types, kitchen and bathroom layouts within a project as much as possible. Co-ordinate and plan for amenity and support service spaces to maximize efficiency of circulation for both tenants and staff. The amenities should be located centrally and grouped for efficiency and to encourage social interaction.
- The Developer should validate the vertical and horizontal load-bearing of the building.
- MEP systems include the following:
 - Elevators
 - Lighting
 - Telecommunications Infrastructure
 - Heating, Ventilation and Air Conditioning (HVAC)
 - Fire Protection
 - Water Supply & Management
 - Waste Disposal Systems
- Built-in lighting should be ensured in kitchens, bathrooms, rooms and corridors and in the form of hanging pendants in dining rooms.
- Incorporate environmentally sustainable operating and maintenance practices by using BIM (Building Information Modelling), ensure compliance with Green Features / Green Building concepts/guidelines and propose smart building and automation concept.
- Visual appeal of the building's exterior should be ensured through design work and by selecting the right materials.
- Building should have common areas consisting of:
 - Indoor amenity spaces for residents use
 - Administration and Program Support Services for administrative and support staff use
 - Service Areas for maintenance and building services and storage
 - Circulation and Access in the building
 - Outdoor Spaces for recreation and services
- Ensure that the mechanical and electrical rooms are located as close as possible to the entry point for utilities. Locate for efficient distribution, including space and access for servicing.
- A comprehensive site water management strategy should be developed by the Concessionaire at an early stage. Erosion control, and storm water management should be addressed. Investigate measures such as previous paving, rain gardens, bio swales, storm water retention and storm water treatment.
- Demolitions shall be performed in an orderly manner and the Concessionaire shall take all necessary precautions and expedients to prevent damages to the adjacent

structures. Explosives shall not be used to remove or demolish the Plain and Reinforced Cement Concrete Structures unless otherwise directed by the Engineer.

- The Concessionaire shall take sufficient steps/ actions/ measures for the safety of the adjoining building and shall be sole responsible for any damage to the existing superstructures and substructures caused due to demolition. FBR shall not be responsible for any misshape due to poor execution.
- Existing utility lines that are visible or the locations of which are made known to the Concessionaire prior to demolition and that are to be retained, as well as utility lines constructed during dismantling if damaged, shall be repaired by the Concessionaire at his own expense.
- All materials resulting from Demolition shall be disposed off out of Municipal limits along the most direct route from the boundary of the project and/or as directed by the Project Engineer.

b) Apartments

Construction of committed number of apartments in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master or Sonex made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation
- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster
- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of 1/2" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1 1/2" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1 1/4" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1 1/2"×3/8" (40mm×10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1 1/2"×1 1/2"×1/4", welded (40 mm×40 mm× 6mm) with M.S. flat 2"×1/4" (50mm × 6mm) and finished with paint/polish of approved make
- External main door is 1 1/2" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1 1/2"×3/8" (40mm × 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both

sides and fingerplate complete in all respect, and finished with polish of approved make

- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe
- Apartments reserved for market/leasing to commercial third parties shall be furnished.

c) Kitchen

- 12"x12" Master or Sonex made porcelain tiles or equivalent on floors
- Glazed tiles on walls up to five (5) feet
- Vin board cabinet 3/4" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
- Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
- Suigas and electricity point for countertop stove
- Exhaust fan

d) Bathroom

- 8"x12" glazed tiles on floor
- Glazed tiles on walls up to five (5) feet
- WC, washbasin and shower
- Toilet paper holder, soap dish, towel rail, mirror
- Exhaust fan
- Door with stainless steel plate of appropriate thickness fixed on inside.
- All sanitary fittings and sanitary ware made by Sonex, Master or equivalent
- UPVC pipes for internal water supply & sewerage made by Dadex or equivalent
- Toilet and kitchen water supply line will be provided with independent main control valve for isolation and maintenance, and shall have separate piping for hot and cold water with point provision for user installed geyser (gas and/or electrical)
- GI pipes for gas made by IIL, Jamal or equivalent
- Wires of Pakistan Cables or equivalent in PVC pipes installed with sockets, switches and distribution boxes having adequate protection circuits
- All fittings for internal utilities pertaining to electricity, sui-gas and water concealed using all materials like pipes, joints, etc. according to the specifications of respective Government Agency, or in the case of prefabricated walls, any other equivalent arrangement
- Stairs with adequate safety features (railing, etc.) and finishing (mosaic steps, distempered soffit, etc.)

e) Structural Performance Standards

- The work shall conform to the best practices and requirements of all applicable codes and standards, including, but not limited to the following:

Particulars	Components	Standard Benchmark
Building Structure		

Composite Structure Steel & RC	General Seismic Design	Building Code of Pakistan (Seismic Provisions) - Pakistan Engineering Council or currently applicable
	Loads, Load Combinations and Nominal Strengths	
	Materials	
	Composite Members	
	Composite Connections	
	Composite Frames	
	RC Shear Walls	
	Composite Steel Plate Shear Walls	
	Structural Design & Specification	
	Masonry	
	Architectural Elements	
Mechanical & Electrical Systems		
Energy Provisions		
Building Envelope	External Walls & Roofs	Building Code of Pakistan (Energy Provisions-2011) - Pakistan Engineering Council or currently applicable
	Glass & Framing System	
	Air Leakage/Infiltration	
Heating, Ventilation & Air Conditioning	Controls	
	Piping & Ductwork	
	System Balancing	
	Condenser	
Service Water Heating	Piping Insulation	
	Equipment Efficiency	
Lighting	Lighting Control	
	Exit Signs	
	Exterior Building Grounds Lighting	
	Landscape Lighting	
	Interior Lighting Power	
	Exterior Lighting Power	
Electrical Power	Transformers	
	Energy Efficient Motors	
	Power Factor Correction	
	Check Metering	
	Power Distribution Systems	
Safety Systems		
Fire Prevention & Life Safety	General Safety Requirements	Building Code of Pakistan (Fire Safety Provisions-2016) - Pakistan Engineering Council or currently applicable
	Building Services	
	Fire Safety Construction Features	
	Fire Protection Systems	
	Means of Egress	
	Safeguarding Construction Operations	
	Fire Department Access & Water Supply	
	Combustible Waste & Refuse	
Occupancy Fire Safety		

a) *Construction Performance Standards*

The Concessionaire shall be required to carry out all construction in conformance to the following covenants:

- Construction Completion Date shall be no later than twenty-four (24) months after the Financial Close.
- All applicable permits and registrations required to undertake the Project have been procured by the Concessionaire;
- Project Completion Schedule shall be submitted to the FBR for approval before commencement of construction;
- Safety plans shall be submitted to the FBR and signboards shall be placed in English and Urdu for the safety of commuters;
- International and local safety standards, and best practice procedures shall be followed during construction;
- Construction material shall only be procured from approved sources with appropriate tests certification;
- Independent Engineer shall be facilitated in his work by the Concessionaire, who shall provide the Independent Engineer with:
 - a furnished, equipped and maintained site office for the duration of the construction period
 - a laboratory facility with all required testing equipment, services, supplies, attendants, furniture with a set of latest editions of prescribed standards (running and maintenance cost of the tests shall be borne by the Concessionaire)
 - equipment required for the following tests:
 - Sieve Analysis
 - Specific Gravity
 - Liquid and plastic limit
 - Moisture Density
 - Sand equivalent test
 - Modified proctor test
 - In situ density
 - CBR Test
 - In situ CBR
 - Brick Test
 - Steel Test
 - Concrete test
 - Asphalt test
 - Compaction Test
 - Cylinder strength test
 - Any other related tests that may be conducted

[**Note:** The Bidder should submit the list of tests to be carried out and their sample forms in the proposed methodology.]

E. Operation and Management Phase

The successful bidder shall bear the operational expenses of the Multistory Residential Building (the Building) during the concession term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of the FBR.

The successful bidder will be required to operate the Project in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Investor will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Building and that the relationship with Federal Board of Revenue operates through channels of dialogue and transparency.

To ensure smooth operation and maintenance of the Building, the successful bidder shall:

- A well-designed and constructed building that meets the needs of its occupants and complies with safety and building codes. Utilize sustainable and durable materials to minimize future maintenance requirements. A comprehensive maintenance plan that covers routine inspections, repairs, and upgrades to identify and fix issues promptly;
- Implementation of robust security measures to ensure the safety of occupants and property. This may include surveillance cameras, access control systems, security personnel, and emergency response protocols. Conduct regular drills and provide training to building occupants and employees to respond to emergencies;
- Ensure timely collection of rents and allocate funds for maintenance, repairs, and improvements;
- Establish clear and transparent contracts with service providers and vendors to ensure continuity and efficiency in building operations;
- Foster open communication with tenants to address their concerns promptly. Consider setting up a digital platform for tenants to report issues and stay updated on building announcements;
- Provide ongoing training to building staff, including security personnel, maintenance workers, and property managers, to keep them updated on industry best practices and safety measures.

Successful bidder shall be entitled to the following during the concession term:

- Collect revenue from the Building operations;
- Arrange for association with one or more credit card systems for receipt collection;
- Open one or more bank account(s) in the name and title of the tradename of the Project. That account shall be opened in an internationally recognized bank with good standing chosen by Federal Board of Revenue, this account(s) will be used by

the Successful Bidder for depositing revenue collected from the Building's operation and for disbursements of the entire cost and expense of maintaining, conducting and supervising the operation of the Building.

- Recruit, interview, and hire employees of the Building and pay from the bank account(s) of the Building, salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Building and for the purchase of all operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Building;
- Maintain a clean and hygienic environment by hiring professional cleaning services to clean common areas, hallways, and restrooms regularly and promote energy-efficient practices and encourage tenants to adopt sustainable habits. This may include using LED lighting, encouraging recycling, and reducing water consumption.
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for revenues, rates, clientele structure, sales terms for commercial area and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in the Building.
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Building and File such tax returns relating to the Building operations as may be required under the laws of Pakistan.

FBR Reserved Apartments:

- FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Rules. FBR to discuss the project with the Ministry of Housing stating that the project is offering 2 bed apartments to its officials. FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 41,147/-
19	Rs. 54,704/-
20	Rs. 68,700/-
21	Rs. 82,261/-
22	Rs. 98,444/-

- In case the FBR reserved apartments remain vacant for more than a month, Concessionaire shall have a right to give FBR reserved apartments on market rent in accordance with the procedure laid down in the Agreement. In case of renting of the FBR-reserved apartment by the Concessionaire to the general public, the Concessionaire shall retain an amount equivalent to the average of the ceiling rates, prevalent at the time, as per the entitlement of FBR officials for the type of apartment, and shall pass on the excess to the FBR from the monthly rent received from the tenant. For instance, concessionaire is renting out 2 bed apartments reserved for FBR, the revenue share of FBR will be:

$$= \text{Monthly rent earned} - ((\text{Ceiling of Grade 20} + \text{Ceiling of Grade 21} + \text{Ceiling of Grade 22})/3)$$

Service Level Agreements for O&M Phase:

The Concessionaire shall prepare an O&M plan to cater to the following Service Level Agreements (SLAs).

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency Repairs (Plumbing leaks, electrical outages, fire)	Critical issues that threaten safety or habitability.	Immediate (Within 30 minutes of notification)	Within 4 hours	Uptime of critical systems (e.g., fire alarms, elevators)	- Scheduled maintenance outages

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
safety issues)					
Urgent Repairs (Loss of heat/AC, major appliance failure)	Issues causing significant discomfort or inconvenience.	Within 2 hours of notification	Within 24 hours	Resident satisfaction surveys	- Parts availability delays (documented)
Routine Maintenance Requests (Lightbulb replacement, leaky faucet)	Non-urgent repairs that maintain functionality and comfort.	Within 1 business day of notification	Resolved within 3 business days	Work order completion rate	- High volume of requests (managed expectations)
Building Cleanliness	Common areas (lobbies, hallways, grounds) maintained in a clean and presentable condition.	Daily cleaning	Visible cleanliness upon inspection	Regular inspections	- Acts of God (e.g., sudden snowstorm)
Amenity Functionality	Amenities (pool, gym, clubhouse) functionality	Daily inspections	Resolved within 24 hours of reported issue	Uptime of amenities	- Scheduled maintenance outages

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	ning properly and available for resident use.				
Noise Complaints	Addressing excessive noise disturbances from residents.	Respond within 1 hour of complaint	Resolved within 24 hours (progressive action may take longer)	Resident satisfaction surveys	- Construction (pre-approved by residents)
Resident Communication	Timely notification of maintenance issues, building updates, and emergencies.	As soon as possible, but no later than 24 hours	Utilize multiple channels (e.g., email, text, building notices)	Communication logs	- Urgent situations requiring immediate action
Pest Control	Addressing identified pest concerns within the unit or common areas.	Within 24 hours of notification	Resolved within 7 days (may require follow-up visits)	Pest-free environment	- Persistent infestations requiring specialized treatment
Package Delivery	Secure receipt and notification of	Same or next business day of delivery	Residents notified within 24 hours	Package tracking system	- Delivery service delays

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	resident packages.				
Guest Parking	Availability of designated guest parking spaces.	At least 2 guest spots available at all times	N/A	Percentage of guest parking availability	- Special events with pre-approved parking limitations
Security Concerns	Addressing security breaches or malfunctioning security systems.	Immediate (Within 30 minutes of notification)	Resolved within 24 hours	Functionality of security systems & resident satisfaction surveys	- False alarms
Move-In/Move-Out Procedures	Ensuring a smooth transition for residents.	Pre-move-in inspection scheduled within 48 hours of request	Unit returned to satisfactory condition within 1 week of move-out	Completion of move-in/out checklists	- Unforeseen damages requiring additional repairs
Maintenance Requests (Cosmetic)	Addressing non-urgent aesthetic repairs (paint touch-ups, minor scratches).	Responded to within 3 business days	Resolved within 7 business days	Work order completion rate	- High volume of requests (managed expectations)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Landscaping & Snow Removal	Maintaining a well-groomed and safe outdoor environment.	Daily upkeep for landscaping, within 24 hours after snowfall for snow removal	Visually appealing grounds and clear walkways	- Severe weather conditions impeding service	
Appliance Replacements	Replacing major appliances in case of malfunction.	Within 2 business days of confirmed appliance failure	Replacement installed within 7 business days (may depend on part availability)	Appliance functionality	- Parts availability delays (documented)
Structural Inspections	Scheduled professional inspections to identify potential problems.	Annually or as recommended by a structural engineer	Inspection report outlining findings and recommendations	Completion of inspections & documented reports	- Acts of God (e.g., earthquake) triggering immediate inspection
Preventive Maintenance (Building Envelope)	Routine maintenance of roof, exterior walls, and foundation to prevent water	Biannually (Spring & Fall)	Identified issues addressed before next inspection cycle	Upkeep records and visual inspections	- Unforeseen emergencies requiring immediate repairs

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	damage and structural issues.				
HVAC System Maintenance	Regular servicing of heating, ventilation, and air conditioning systems	Quarterly or as per manufacturer's recommendations	Optimal system performance and resident comfort	Maintenance	-
Plumbing & Electrical					
Leaky pipes (faucets, showers, toilets)	Addressing leaks that cause water damage or disrupt functionality.	Within 24 hours of notification	Repaired to stop leaks within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring replacement of fixtures (documented)
Clogged drains (excluding hair clogs)	Addressing clogged drains that significantly impede water flow.	Within 1 business day of notification	Resolved within 2 business days	Work order completion rate and resident satisfaction surveys	- Hair clogs considered resident responsibility
Running toilets	Addressing toilets that continue	Within 1 business day of notification	Repaired to stop running within 3 business	Work order completion rate and resident satisfaction surveys	- Major repairs requiring replacement of toilet parts (documented)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	ously run and waste water.		days		
Faulty light fixtures (excluding burnt-out bulbs)	Addressing malfunctioning light fixtures (switches, wiring issues).	Within 2 business days of notification	Repaired to functional condition within 5 business days	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring rewiring (documented)
Electrical outlet malfunctions	Addressing non-functioning outlets or flickering lights potentially indicating electrical problems.	Within 24 hours of notification	Resolved within 48 hours (may require electrician)	Work order completion rate and resident satisfaction surveys	- Scheduled power outages by utility company
Smoke detector battery replacements		Pre-emptive as per manufacturer recommendations	Batteries replaced during routine maintenance or within 24 hours of resident notification	Up-to-date smoke detector maintenance records	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Heating & Cooling					
Malfunctioning thermostats	Addressing thermostats that are not regulating temperature properly.	Within 1 business day of notification	Repaired to functional condition within 3 business days	Work order completion rate and resident satisfaction surveys	- Parts availability delays (documented)
Uneven heating/cooling in the unit	Addressing significant temperature variations within the unit.	Within 2 business days of notification	Resolved within 5 business days (may require additional inspection)	Temperature readings documented during inspection	-
Air filter replacements		Scheduled replacements as per manufacturer's recommendations	Filters replaced during routine maintenance or within 48 hours of resident request	Up-to-date air filter replacement records	-
Safety & Security					
Faulty door locks	Addressing malfunctioning door locks (broken keys,	Within 24 hours of notification (priority)	Repaired to functional condition within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring door replacement (documented)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	jammed mechanisms) that compromise security .				
Broken intercom systems	Addressing non-functioning intercom systems that hinder communication and security .	Within 24 hours of notification (priority)	Repaired to functional condition within 72 hours	Uptime of intercom system and resident satisfaction surveys	- Parts availability delays (documented)
Malfunctioning fire extinguishers (inspection & maintenance)		Scheduled inspections as per fire code regulations	Extinguishers serviced and tagged within designated timeframe	Up-to-date fire extinguisher maintenance records	-
Emergency exit path lighting checks		Regularly scheduled inspections	All emergency lights functioning during inspections	Documented inspection reports	-
Interior & Common Areas					

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Painting touch-ups (for reported minor damage)	Addressing minor scuffs, scratches, or nail holes on walls.	Responded to within 3 business days	Completed touch-ups within 7 business days	Visual inspection and resident satisfaction surveys	- Extensive damage requiring repainting of sections (managed expectations)
Carpet cleaning (scheduled or based on resident requests)		Scheduled deep cleaning (e.g., annually) or within 48 hours of resident request (for spills/accidents).	Cleaned carpets upon completion of service	Resident satisfaction surveys and documented cleaning schedule	-
Repairing minor drywall damage (e.g., small holes)	Addressing small holes, cracks, or dents in drywall.	Responded to within 3 business days	Repaired to smooth finish within 7 business days	Work order completion rate and resident satisfaction surveys	- Extensive damage requiring replacement of drywall sections (managed expectations)
Replacing burned-out light bulbs in common areas		As identified during routine inspections or within 24 hours of resident notification		All lights functioning in common	

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
		on			

F. Handback

Upon completion of the Concession Period or otherwise as provided in the Concession Agreement, the Concessionaire shall hand back the Project to FBR in accordance with the Concession Agreement read with Handback Requirements as may be mutually agreed in the Concession Agreement. Such requirements shall include:

Category	Requirement	Description
Asset Condition	Quality Standards	<p>Apartments must meet agreed-upon quality standards at handover. An independent inspection may be required for:</p> <ul style="list-style-type: none"> • Functional aspects (doors, windows, plumbing fixtures) • Finishes (paint, flooring, countertops) • Common areas (lobbies, landscaping, amenities)
Asset Condition	Residual Life Assessment	<p>An assessment determining the remaining useful life of the buildings will be carried out by the Independent Consultant to be hired with mutual agreement of FBR to assess factors like:</p> <ul style="list-style-type: none"> • Major building systems (HVAC, plumbing, electrical) • Planned maintenance history
Operational Documents & Knowledge Transfer	Operation & Maintenance Manuals	<p>Detailed manuals outlining operation and maintenance procedures for building systems must be provided including:</p> <ul style="list-style-type: none"> • Recommended preventative maintenance schedules • Spare parts lists and supplier information • Troubleshooting guides for common issues • Specific maintenance requirements for high-end finishes (e.g., stone countertops, wood flooring)
Operational Documents & Knowledge Transfer	As-built Drawings & Warranties	<p>Handover of all construction drawings and any remaining warranties for building components. This could include:</p>

Category	Requirement	Description
		<ul style="list-style-type: none"> Architectural drawings Structural engineering plans Mechanical, electrical, and plumbing (MEP) drawings Warranties for major building components (roofing, elevators) Warranties for high-end appliances
Operational Documents & Knowledge Transfer	Staff Training	<p>FBR staff should be trained on operating and maintaining the buildings, potentially with a knowledge transfer period. Training would cover:</p> <ul style="list-style-type: none"> Building systems operation Emergency procedures Tenant management Regulatory compliance Specific maintenance tasks for high-end finishes and appliances
Financial Considerations	Security Deposits	<p>Return of any security deposits held by the Concessionaire, depending on the condition of the assets at handback.</p> <ul style="list-style-type: none"> Deductions may be made for any necessary repairs identified during the handover inspection, particularly those related to excessive wear and tear beyond normal depreciation.
Financial Considerations	Unresolved Dues	<p>Settlement of any outstanding fees or charges related to the project, such as:</p> <ul style="list-style-type: none"> Unpaid rent or utility bills from tenants Outstanding maintenance costs Final performance penalties (if applicable)
Environmental Considerations	Environmental Site Assessment	<p>A report assessing any potential environmental liabilities associated with the property. This would include:</p> <ul style="list-style-type: none"> Asbestos or lead paint testing Soil or groundwater contamination

Category	Requirement	Description
Records & Data	Project Records	Handover of all relevant project records, including: <ul style="list-style-type: none"> • Construction documents • Financial records • Tenant information (with appropriate privacy considerations) • Operational logs and reports • Maintenance records detailing work performed on apartments and common areas
Insurance	Insurance Documentation	Transfer of any remaining insurance policies related to the property to FBR.
Dispute Resolution	Dispute Resolution Mechanism	Outline the process for resolving any disagreements that may arise during the handback process, potentially referencing the original concession agreement.
Apartment Maintenance	Reserve Fund for Major Repairs	A reserve fund set aside to cover the cost of major repairs during the Concession Period should be handed over, along with a plan for its future use. This ensures that PFR has resources for capital expenditures like roof replacement or building envelope repairs.
Apartment Maintenance	Spare Parts Inventory	Providing a sufficient inventory of spare parts for critical building systems and high-end finishes to minimize downtime during repairs.

All costs shall be borne by the Concessionaire in this regard. The Concessionaire shall also provide a Transfer Bond to comply with the requirements of the Handback Requirements.

G. Project Clearances

Federal Board of Revenue will facilitate Successful Bidder in securing all necessary approvals from Public Sector Entities for smooth implementation of the Project.

H. Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain for themselves on their own responsibility, all information that may

be necessary for preparing the Proposal and for assessment of construction/ development, operations and maintenance needed at the site. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder’s own expense.

I. Key Dates

The sequence of activities to be performed and their tentative schedule is as follows:

Activities/ Phases	Tentative Timeline
Issuance of RFP	dd/mm/yyyy
Pre-bid meeting	dd/mm/yyyy
Submission of Bids and opening of Technical Proposals	dd/mm/yyyy
Evaluation of the Technical Proposal, opening of Bid Offer and selection of successful Bidder	dd/mm/yyyy
Issuance of Letter of Award (LoA) to successful Bidder	dd/mm/yyyy
Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Design Phase	Right after completion of Financial Close
Construction Phase	Within 2 years after the signing of agreement
Commercial operations Phase	3rd Year after completion of construction phase
Expiry of Concession Period i.e. Construction Time (3 years) + Operations	At end of 25th year of the date of signing of Concession Agreement
Handing over of the Project to FBR	After the concession period

PART- IV- BID OFFER

LETTER OF BID OFFER

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated [--] and issued by [--] (the “**Procuring Entity**”) (the “**Bidding Documents**”).

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _____ and _____] hereby declare that:

- (a) With reference to your Bidding Document dated [--] I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- (b) We hereby submit our Bid Offer of ____ number of apartments reserved for FBR officials, as specified in the annexed Form of Bid Offer.
- (c) We are making this Proposal after taking into consideration all the terms and conditions stated in the Bidding Document and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the Bid Offer.
- (d) We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the bidding document.
- (e) As security for due performance of the undertakings and obligations of this Bid, we submitted a Bid Security in the amount of PKR 10 Million which was enclosed with the Technical Proposal.
- (f) I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (g) I/ We believe that we/ our JV satisfy(s) the Technical & Bid Criteria and meet(s) the requirements as specified in the Bidding Document.
- (h) I/ We declare that we/ any Member of the JV, or our/ its Associates are not a Member of any other JV submitting the Bid for this Project
- (i) All partners of our JV shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof;
- (j) We understand that you are not bound to accept the highest or any bid you may receive.

(k) We do hereby declare that our Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Project Works.

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

[Seal]

FORM OF BID OFFER

[Bidder's Letterhead]

1. Share of FBR in Apartment

Sr. #	Description	Quoted FBR Share in Apartments	
1.	Number of Apartment offered to FBR*	Share in Apartments (%) =	
		Share in Apartments (No.) =	
		**Room wise Allocation of Offered Apartments (No.)	
		Type	Total Share (No.)
	2-Bed		
	*Total Apartments		
2.	Estimated Project Cost (PKR)		

**The Bidder shall ensure maximum utilization of the Project's covered area in accordance with the applicable standards and bye-laws.*

**Offered apartments should not be less than 40% of the total apartments*

Note:

Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

a) if there is a discrepancy between share of offered apartment by type and the total number of apartments offered that is obtained by multiplying the proportion of apartment type and total apartments, the total number of apartments as quoted shall govern and the apartments by type shall be corrected;

b) if there is an error in a total corresponding to the addition of apartments by type, the total shall prevail and sub-total shall be corrected; and

c) Where there is discrepancy between grand total of apartments by type and number mentioned on the Form of Bid, the amount referred in the offer Schedule shall be treated as correct subject to elimination of other errors.

The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 13.6

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

[Seal]



FEDERAL BOARD OF REVENUE
BIDDING DOCUMENT

For

***Hiring of Concessionaire for Development &
Operations of Multi-storey Residential
Apartments Building on FBR land situated
in Lahore on Design-Build-Finance-
Maintain-Operate & Transfer (DBFMOT)
Mode***

**THIS REQUEST FOR PROPOSAL (RFP) INVITES INVESTORS ONLY FOR THE
FBR PROPERTY LOCATED IN LAHORE.**

July 18th , 2024

FOREWORD

1. This Bidding Document has been structured in the following manner:

A. Bidding Document Part I: Bidding Instructions

- a).... Invitation to Bid;
- b).... Instruction to Bidders
 - Project Description;
 - Requirements for Bidder's Responsiveness, Eligibility and Qualification
 - Submission of Bids.
 - Bid Evaluation Process and Selection of Successful Bidder
- c).... Bidding Data Sheet
- d).... Bid Forms and Schedules

B. Bidding Document Part II: Draft Concession Agreement

C. Bidding Document Part III: Scope of the Project & Technical Specifications

- a).... Scope of the Project
- b).... Design and Construction Requirements;
- c).... O&M Requirements; and
- d).... Hand Back Requirements.

D. Bidding Document Part IV: Bid Offer

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IMPORTANT NOTICE

These Bidding Documents are being issued to the interested Bidders by the Procuring Entity solely for use in preparing and submitting their Bid for participation in the competitive bidding process being conducted by the Procuring Entity for the purposes of selection of a Successful Bidder to execute Project Works in relation to the **“Construction and O&M of Mixed-Use (Residential Cum Commercial) Apartments Building on FBR’s property situated in Lahore on Public-Private Partnership (PPP) Mode ”** in accordance with the Request for Proposal

The Bids will be reviewed in accordance with the Laws applicable in Pakistan. Neither the Procuring Entity, nor its employees, personnel, agents, consultants, 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 Bidding Process and the same shall have no liability for these Bidding Documents or for any other written or oral communication transmitted to the Bidders in the course of the evaluation of Bids. Neither the Procuring Entity nor its employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the Bidders for any costs, fees, damages or expenses incurred by the Bidders in evaluating or acting upon these Bidding Documents or otherwise in connection with the Services. Any Bid submitted in response to these Bidding Documents by any of the Bidders shall upon full understanding and agreement of any and all terms of these Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in these Bidding Documents.

Any Bid that is 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 these Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of these Bidding Documents and all information provided by the Procuring Entity. The Procuring Entity (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 Entity (including its employees, personnel, agents, consultants, advisors and contractors etc.) in this regard.

These Bidding Documents do not constitute a solicitation to invest, or otherwise participate, in the Bidding Process, neither shall it constitute a guarantee on part of the Procuring Entity that the Concession Agreement will be awarded.

All information, assumptions and projections contained in the RFP including its appendices are indicative only and are provided solely to assist in a preliminary assessment of the Project. Nothing in these documents or elsewhere shall create any contractual relationship between FBR and any Bidder, nor shall it commit FBR to any policy described in these documents or elsewhere and neither Government of Pakistan nor FBR or any of its consultants or advisers will have any liability or responsibility if the information, assumptions or projections contained herein or otherwise in respect of the Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections contained in these documents or elsewhere.

PART – I

SECTION - I: LETTER OF INVITATION TO BID

To,

M/s. _____

Dear Mr./Ms.

Federal Board of Revenue invites sealed bids from interested Firms/ Group/Companies/Operators (as single entity or JV) for **“Development & Operations of Multi-story Residential Apartments on FBR land situated in Lahore on Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Mode”** under Public Procurement Rules, 2004 (the **“Procurement Rules”**).

1. The bidding process is open to all parties who meet the eligibility criteria as laid down in the Bidding Document.
2. Bidding Documents will be issued to interested Bidder upon submission of an application on an original letterhead along with tender processing fee (non-refundable) amounting to PKR 10,000/- (Pakistani Rupees Ten Thousand) in cash.
3. Details of the Project Works are provided in the Scope of the Project & Technical Specifications (**Part III**) of the RFP Document
4. Open competitive bidding will be conducted and the Concessionaire will be selected using **Single Stage Two Envelope (SSTE)** procedures, in accordance with the Rule 36(b) of Procurement Rules.
5. It is mandatory for proposals to be made using the standard forms provided in the Bidding Documents. Bids that are not prepared in the prescribed format may not be considered for evaluation. If any information required in the forms is missing, or is not written in the indicated location, no credit will be given during evaluation for such omission.
6. Pre-bid meeting will be held to explain the details of the Bidding Document to interested bidders as per following details:

Date	August 5, 2024
Time	[2:00 PM] PKT (Pakistan Standard Time)
Venue	Chief Projects, Room no. 713, 7 th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.
Phone #	+92 519209659

7. 1 (one) original and 2 (two) copies along with 1 (one) soft copy in USB of “**Technical Proposal**” and 1 (one) original of “**Bid Offer**” in the prescribed forms given in the Bidding Documents, separately sealed, signed & stamped as per Clause 15 of the BDS, must be delivered to the address given below by not later than September 04, 2024 [1:30 PM] **PKT (Pakistan Standard Time)**.

OPENING OF BIDS: September 04, 2024 [2:00 PM] **PKT (Pakistan Standard Time)**
ADDRESS: Chief Projects, Room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.
PHONE # +92 51 9209659

8. The Technical Proposal will be opened on the same day in the presence of the representatives of the Bidders who may wish to attend. The Bid Offer of only technically qualified Bidders will be opened at a time and date to be specified.
9. Technically qualified bidder offering the highest number of apartments (not less than 40% of the total apartments) to FBR for its employees in the proportion of single bed 20%, two bed 30% and three bed 50% shall be declared as successful.
10. The Procuring Entity may reject all proposals at any time prior to the acceptance of a proposal as per Rule 33 of the Procurement Rules.
11. Bidding documents can be downloaded from FBR (<https://www.fbr.gov.pk/tenders>) website or PPRA (www.ppra.org.pk). Bidding Documents available on websites are for information purposes. However, for submitting Bids the interested firms/companies can obtain any information and purchase Bidding Documents upon cash payment of PKR 10,000 (Pakistani Rupees Ten Thousand) (non-refundable)).

YOURS SINCERELY,

Chief Projects
FBR House Constitution Avenue
Islamabad
Tel: +92 519209659

SECTION - II: INSTRUCTIONS TO BIDDERS

A: DEFINITIONS

- (a) **“Agreement”** means agreement for Construction and O&M of Residential Apartments on FBR land situated in Lahore on PPP Mode, to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document.
- (b) **“Bid/Proposal”** means Technical Proposal, Bid Offer and other related documents submitted by the Bidder in response to the Invitation to Bid and ITB.
- (c) **“Bidder(s)”** means any reputable & registered Firm/ Group/Company/Operator (as a single entity or JV) who have submitted Bids in response to this Bidding Documents and who have duly purchased the Bidding Documents from the Procuring Entity
- (d) **“Bidding Data Sheet” or “BDS”**, means Section III of the Bidding Documents.
- (e) **“Bidding Documents”** means the documents prepared by the Procuring Entity for the selection of the Bidder dated [--] and bearing reference number [--] consisting of 3 (three) parts as detailed in the Instructions to Bidders, specifically Sub-Clause 5.1 of the ITB on the basis of which the Bidders will prepare their Bids.
- (f) **“Bid Offers”** means the offer included in the Letter and Form of Bid Offer, as specified in Clause 19 of the ITB.
- (g) **“Bid Security”** means the bid security to be given by the Bidders, as detailed in Clause 13 of the ITB.
- (h) **“Bid Submission Deadline”** has the meaning given in the BDS.
- (i) **“Concessionaire”** means the SPV set up by the successful Bidder which will enter into the Concession Agreement.
- (j) **“Day”** means a working day in Pakistan.
- (k) **“Evaluation Committee”** means the evaluation committee set up under Sub-Clause 16.1 of the ITB in order to evaluate the technical and Bid Offers of the Bidders.
- (l) **“FBR”** Federal Board of Revenue, a federal law enforcement agency of Pakistan.
- (m) **“GOP”** means the Government of Pakistan.
- (n) **“Instructions to Bidders” or “ITB”** means the instructions to bidders provided in Section II of Part I of the Bidding Documents.
- (o) **“Invitation to Bid”** means the letter included in the Section I of Part I, released/published by the Procuring Entity.
- (p) **“Joint Venture” or “JV”** means an association, with or without a legal personality distinct from that of its members, of more than one Bidder(s), registered in Pakistan or if not already registered, gets registered as SPV in Pakistan within 3 months from the date of issuance of Letter of Acceptance by the Procuring Entity. One member of the JV shall have the authority to conduct all business for and on behalf of any and all the

members of the JV, and the members of the JV shall be jointly and severally liable to the Procuring Entity for the performance of their obligations under the Agreement.

- (q) **“Lead Partner”** means the member of JV which will take the lead in the management of the Joint Venture’s affairs and which will provide the Joint Venture’s Representative for liaison with the Procuring Entity and, unless otherwise agreed by the Members, the Project Manager for execution of the Project Works;
- (r) **“Letter of Acceptance”** means the notification of award as specified in Clause 24 of the ITB.
- (s) **“Net Worth”** means the total net assets (total assets minus total liabilities) as stated in the audited financial statements of the Bidder.
- (t) **“Parties”** means the Procuring Entity and the Concessionaire or Bidder, as the case may be.
- (u) **“Procurement Rules”** means the Public Procurement Rules, 2004, as amended up to date.
- (v) **“Procuring Entity”** means the Federal Board of Revenue, with which the Concessionaire will sign the Agreement for the execution of the Project.
- (w) **“Performance Security”** means the performance security to be submitted by the successful Bidder as detailed in Clause 25 of the ITB.
- (x) **“Project”** means Design, Build, Finance, Maintain and Operate Residential Apartments Building on FBR land situated in **Lahore** and transfer Project Assets after the end of concession period to FBR.
- (y) **“Project Assets”** means the multistory residential building and other allied and associated infrastructure.;
- (z) **“Project Works”** means all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire pursuant to the Applicable Standards and shall include:
- (a) the Construction Works and all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire until the Project Construction Completion Date;
 - (b) the Operations and Maintenance and all obligations, works, services and duties undertaken and/or performed and/or to be undertaken and/or performed by the Concessionaire during the Operations Period;
- (aa) **“Proposal”** means the Technical Proposal and/or the Bid Offer, as the case may be.
- (ab) **“Real Estate Development”** business involving purchase of raw land and sale of developed land as well as renovation and leasing or renting out of existing buildings.
- (ac) **“Special Purpose Vehicle (SPV)”** refers to the limited liability company duly incorporated under the laws of Pakistan and organized and formed by the successful Bidder who has applied in JV or otherwise having sole and exclusive responsibility to undertake the Project pursuant to the terms of the Agreement. SPV must include all partners of the JV who have submitted the proposal for the Project. No change in the shareholding of the SPV is allowed without prior consent of Procuring Entity.

- (ad) **“Sub-Contractor(s)”** means any person(s) or entity(ies) to whom the Bidder would sub-contract part of the Project Works in accordance with the requirements of the Agreement and the Technical Specifications.
- (ae) **“Technical Proposal and Bid Offer”** mean the technical proposal and bid offer as specified in Clause 9.1 of the ITB.
- (af) **“Technical Specifications”** mean the terms of reference and technical specifications contained in Part III of the Bidding Document.

B. INTERPRETATIONS

In this Bidding Document, unless the context otherwise requires:

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or reenactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- c. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Bidding Document;
- d. the words "include" and "including" are to be construed without limitation;
- e. references to "construction" include construction drawings, engineering (including design), procurement, demolition or dismantling existing structures (if any), construction, testing, commissioning and other activities incidental to the construction;
- f. The term "maximum utilization" refers to the maximum number of dwelling units allowed in the design and building specifications proposed by the Bidder, while adhering to all relevant bylaws and best construction practices.
- g. any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;
- h. any reference to month shall mean a reference to a calendar month;
- i. the attached volumes of this Bidding Document or any addendum issued later on to provide further clarification to the Bidders, if any, form an integral part of this Bidding Document and shall be enforced and construed as though they were expressly set out in the body of this Bidding Documents;
- j. unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- k. any reference to Bidding Process shall mean the entire process commencing from issuance of Bidding Document until signing of Concession Agreement with the Concessionaire; and
- l. where there is any inconsistency in this Bidding Document with international commitments or obligations of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict, shall prevail.

C. INTRODUCTION

1. Project Description

- 1.1 **Background:** The Procuring Entity, as defined in the BDS, intends to utilize its property situated in Gulberg III adjacent to MM Alam Road, Lahore, to develop residential apartments on PPP Mode, to address the housing needs of its employees.
- 1.2 **Scope:** A detailed project description and scope of work, that includes technical specifications and requirements of the Project for construction of multistory residential apartments, is attached as Part III of this Bidding Document.
- 1.3 **The Concession:** Procuring Entity envisages granting an exclusive and non-assignable Concession to the selected Bidder to undertake, develop, design, finance, construct, insure, commission, manage, operate, maintain and, at the end of the Concession Period, transfer to the Procuring Entity all the Project Assets. The Concession will also include the exclusive right, subject to the terms of the Concession Agreement, of the selected Bidder to collect revenue from the Project. The Concession Agreement shall include the terms and parameters of the Concession as contained herein.

As required under the law, the changes in the Draft Concession Agreement shall be kept to a minimum level; however, both the parties in good faith shall make efforts to protect the interests of each other for the success of the Project. Bidders are expected to address all of the aspects of the Draft Concession Agreement in their submissions. The form and content of the negotiated Concession Agreement are expected to conform closely to the Draft Concession Agreement included here as **Part-II**.

1.4 Non-negotiable Terms of Concession:

Following are the basic parameters of the Concession. The bidders are required to consider these parameters, as fixed and non-negotiable, for preparing their bid proposals:

- a) **Concession Period:** The Concession will be for a maximum period of twenty-five (25) years, commencing from Effective Date i.e. signing of the Concession Agreement inclusive of financial close period.
- b) **Special Purpose Vehicle:** In the case of a JV, if the Successful Bidder's JV is unregistered, it shall be registered as a Special Purpose Vehicle (SPV) within one (1) month from the date of the Letter of Intent. The SPV must include all partners of the JV. The shareholding of the SPV should reflect the sharing ratio of the JV members as outlined in the JV agreement. No changes to the JV members are allowed without prior written consent from the Procuring Entity.
- c) **Financial Close Period:** The Concessionaire will have to

achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep Procuring Entity well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of Procuring Entity upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

- d) **Expenditures before Financial Close:** In case the Concessionaire is unable to achieve the Financial Close its Financial Close Bond shall be forfeited and Procuring Entity shall not be liable to any claim(s) (in part or as a whole) for any expense(s) that are incurred on, *inter-alia*, the preparation/submission of bid proposal, incorporation of the Project Company, negotiating the Concession Agreement or preparation of project design, whatsoever.
- e) **Construction Period:** Construction period for the Project will be for thirty-six (36) calendar months from the date of achievement of Financial Close.
- f) **Land/Concession Area:** Procuring Entity shall, at its own cost make available encumbrance free Concession Area to the Concessionaire.
- g) **Project Company:** The Successful Bidder will have to incorporate a private limited company with the Securities & Exchange Commission of Pakistan ("**SECP**") in the form of a special purpose vehicle ("**SPV**"), which will execute a Concession Agreement with Procuring Entity as Concessionaire.
- h) **Equity & Debt Requirement:** The Concessionaire shall be responsible for arranging project financing and shall be required to commit minimum thirty (30%) of the Project Cost while maximum seventy (70%) shall be arranged by the Concessionaire as Debt.
- i) **PPP Authority Fee:** The successful Bidder (as Concessionaire) shall pay to Public Private Partnership Authority ("P3A") an equivalent amount of 0.25 % of the Estimated Project Cost ("P3A Fee"), as quoted by the successful Bidder and accepted by Procuring Entity, within a period of thirty (30) days of achievement of Financial Close/ Appointed Date.
- j) **Penalties:** In the event that the Concessionaire does not comply with performance indicators given in the Concession Agreement and the Operations Manual, the Independent Engineer ("IE") shall make determination of the penalty amounts payable by the Concessionaire to Procuring Entity.
- k) **Independent Engineer & Independent Auditor:** The Concessionaire shall bear the entire cost of Independent Engineer ("IE") and Independent Auditor ("IA") and shall

make monthly payments to them after due verification of their invoices (in terms of their services and performance) by Procuring Entity's Representative.

- l) **Design Commitment:** The design must adhere to the construction standards and building specifications mentioned in Part III of the Bidding Documents and applicable bylaws, ensuring maximum utilization of the covered area.
- m) **FBR Share of Apartments:** The successful bidder will ensure that **at least 40%** of the apartments are reserved for rent to FBR officials from each apartment type. Proportions of apartments shall be as follows:
- 1 Bed = 20% of the total apartments
 - 2 Bed = 30% of the total apartments
 - 3 Bed = 50% of the total apartments
- n) **Rent Charged from FBR Officials:** FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Allocation Rules, 2002. FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 35,898/-
19	Rs. 46,816/-
20	Rs. 50,079/-
21	Rs. 71,107/-
22	Rs. 89,230/-

- o) **Project Risks:** The Concessionaire, *inter-alia*, shall exclusively bear the risks of demand including occupancy and cost & time overrun, financing, all commercial risks, design, construction, performance and insurance risks. FBR shall share the risk of change in law, force majeure and political risk.
- p) **Taxation Framework:** The Concessionaire shall be liable to pay all applicable taxes of the Federal or Provincial Government of Pakistan. The bidders must show in their Financial Model the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of Project Assets.
- q) **Transfer of Project:** At the end of the Concession Period, the Project shall be returned to Procuring Entity in a well-maintained operational condition, meeting the building quality standards and all other hand back requirements at a consideration of PKR 1.00 (Pak Rupee One only) to FBR as per Handback Requirements prescribed in the Concession Agreement.

2. Eligible Bidders

- 2.1 Bidding is open to all eligible bidders as defined in definitions and Bidding Data Sheet.
- 2.2 All partners of any JV submitting a Bid shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.4 of the ITB below as well as in the Letter of Technical Proposal, Letter of Bid Offer and Agreement (in case of a successful Bidder).
- 2.3 One of the JV partners shall be nominated as being in-charge (the “**Lead Partner**”) and this authorization shall be evidenced by submitting a power of attorney, duly executed in accordance with Pakistan law requirements, signed by legally authorized signatories of all the JV partners. The Power of Attorney shall be notarized by local notary public. The format of the required Power of Attorney is appended hereto as Schedule J.
- 2.4 The Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV.
- 2.5 The JV Agreement shall specify the sharing ratio of the respective JV Members in the JV. The sharing ratio of the JV Member designated as the Technical Member, who must be registered with the PEC, shall not be less than twenty percent (20%) of the total share.
- 2.6 A certified true copy of the duly executed and binding agreement entered into by the JV partners shall be submitted with the Bid stating the conditions under which the JV will function, share of each of the JV partners in the JV, its period of duration, the persons authorized to represent the JV and the identity of the persons which shall be directly responsible for due performance of the Project Works under the Agreement, and any other information necessary to permit a full appraisal of the functioning of the JV. No amendments / modifications whatsoever in the JV agreement (Schedule L) shall be agreed to between the JV partners without prior written consent of the Procuring Entity.
- 2.7 A Bidder shall not have any conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A

Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if *inter alia*

- a. they have controlling shareholders in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e. No bidder or any affiliated entity that participated as a consultant in the preparation of the design or technical specifications forming the subject of this bid may submit a bid. This list of circumstances that may constitute a conflict of interest is not exhaustive, and the procuring entity reserves the sole discretion to determine when a conflict of interest exists

2.8 A firm may not, in the sole determination of the Procuring Entity, be eligible to participate in Bids for the Project while under sanction (including but not limited to blacklisting) by the GoP or provincial government. A Bid from a sanctioned firm will be rejected.

2.9 One Bidder shall submit only one Bid and if one Bidder submits more than one bid, being consortium partner with another bidder, the Procuring Entity shall reject all such Bids.

3. Eligible Material & Equipment

3.1 All material and equipment to be mobilized under the Project shall have their origin in eligible source countries and all expenditure made under the Project will be limited to such material and equipment. For this purpose, ineligible countries are stated in _____ titled as "Eligible Countries".

3.2 For purpose of this Clause, "origin" means the place where the material, equipment is produced, manufactured or processed, or through manufacture, procession or assembly, another commercially recognized articles results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.

4. Cost of Bidding

4.1 The Bidders shall bear all costs associated with the preparation and submission of their respective Bids and the Procuring

Entity shall in no case be liable for such costs, regardless of the conduct or outcome of the bidding process

D: PREPARATION OF BIDS

5. Contents of Bidding Documents

5.1 In addition to the Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any schedules or addenda issued in accordance with Sub-Clause 7.1 of the ITB.

- a. **Part I:** Instructions to Bidders & Bidding Data Sheet Schedules to Bid comprising the following:
 - i) Schedule A-1: Bidder's Profile
 - ii) Schedule A: Project Works Data
 - iii) Schedule B: Work to be Performed by Sub-Contractors
 - iv) Schedule C: Proposed Programme of Project Works
 - v) Schedule D: Method of Performing Project Works
 - vi) Schedule E: CVs of Proposed staff
 - vii) Schedule F: Integrity Pact
 - viii) Schedule G: Letter of Technical Proposal
 - ix) Schedule H: Form of Bid Security
 - x) Schedule I: Form of Power of Attorney for purposes of Clause 14.6 of the ITB
 - xi) Schedule J: Form of Power of Attorney for purposes of Clause 2.3 of the ITB (required if Bidder is a JV)
 - xii) Schedule K: Checklist
 - xiii) Schedule L: Standard Form of JV Agreement
- b. **Part II:** Agreement
- c. **Part III:** Scope of the Project and Technical Specifications of the Project
- d. **Part IV:** Bid Offer – Letter and Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

- 5.3 The Bidders shall obtain the Bidding Documents directly from the Procuring Entity in the manner specified in the advertisement. Bidding Documents obtained from any other source shall not be valid.

6. Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may make a request for clarification from the Procuring Entity in writing on the letterhead of the Bidder, and such request for clarification shall be sent to the Procuring Entity's address indicated in the BDS.
- 6.2 The Procuring Entity shall only consider a request for clarification received at least 5 (five) days prior to the deadline for the submission of Bids. Clarification requests received after this time shall not be entertained. The Procuring Entity shall respond to any request for clarification received within the stipulated time at least two (2) working days prior to the deadline for the submission of Bids. Copies of the Procuring Entity's response shall be forwarded to all prospective Bidders who have received the Bidding Documents, including a description of the enquiry but without identifying its source.
- 6.3 The Bidder or its designated, authorized representative may attend a pre-bid meeting, on the date, time and venue indicated in the Invitation to Bid. The purpose of such meeting shall be to clarify issues and to answer questions on any matter that may be raised.
- 6.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meetings, shall be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with the Invitation to Bid. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the procedure prescribed in Clause 7 below of the ITB.
- 6.5 The Procuring Entity shall not be bound by any verbal interpretation of the Bidding Documents, which may be made

by the Procuring Entity or any of the Procuring Entity's representatives. Only interpretations made in writing by the Procuring Entity in accordance with the procedure sets forth in this Bidding Documents shall be binding.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.
- 7.2 Any addendum issued pursuant to Sub-Clause 7.1 of the ITB shall be deemed to form part of the Bidding Documents and shall be communicated in writing to all Bidders who have acquired the Bidding Documents within 2 (two) days of the Procuring Entity's approval of the addendum. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.
- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for submission of Bids.

8. Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in the English language. Any printed literature furnished by a Bidder may be written in another language, so long as the same is accompanied by an English translation. For purposes of interpretation of quotation Bid, the English translation shall govern.

9. Documents Comprising the Bid, Technical Proposal, Bid Offers and Sub-Contracting

- 9.1 The Technical Proposal to be prepared by the Bidder shall be comprised of the following documents:
- (a) Schedule A-1: Bidder's Profile
 - (b) Schedule A: Project Works Data
 - (c) Schedule B: Work to be Performed by Sub-Contractors,
 - (d) Schedule C: Proposed Programme of Project Works
 - (e) Schedule D: Method of Performing Project Works
 - (f) Schedule E: Curriculum Vitae of Proposed Professional Staff

- (g) Schedule F: Integrity Pact
- (h) Schedule G: Letter of Technical Proposal
- (i) Schedule H: Bid Security furnished on the Form of Bid Security in accordance with Clause 13 of the ITB.
- (j) Schedule I: Power of Attorney furnished in accordance with Sub-Clause 14.6 of the ITB.
- (k) Documentary evidence furnished in accordance with Clause 11 of the ITB
- (l) Documentary evidence furnished in accordance with Clause 12 of the ITB.

The Offers to be submitted by the Bidder shall comprise the Bid Offer Letter in accordance with format provided in Part IV of this RFP.

- 9.2** The Bid shall comprise of two envelopes submitted in accordance with Clause 15 of the BDS, one called the Technical Proposal and the other called the Bid Offer containing the respective documents listed in Clause 9.1 of the ITB, both envelopes enclosed together in a single outer envelope.
- 9.3** All documents listed under Sub-Clause 9.1 of the ITB shall be submitted using the relevant forms. The documents must be completed by the Bidder without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 9.4** The Bidder shall furnish the Technical Proposal and a Bid Offer as specified in Sub-Clause 9.1 of the ITB, including all particulars as specified in the Bidding Documents, in sufficient detail to demonstrate the adequacy of the Bidder to meet the requirements thereof. No amendments to the Technical Proposal or Bid Offer may be made during the period of evaluation unless permitted by the Bidding Documents.
- 9.5** The Bidder shall give details as prescribed in Schedule B to Part I of the Bidding Documents of the Sub-Contractors to whom the Bidder intends to sub-contract a part of the Project Works. The Bidder is free to list more than one Sub-Contractor, but up to a maximum of 3 (three) Sub-Contractors against each item of the Project Works. The bidder shall obtain a declaration from nominated sub-contractors for the proposed Project Works to be performed on their respective

- letterheads.
- 10. Sufficiency of Bid**
- 10.1** Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid entered in the Bid Offer forms.
- 10.2** The Bidder is advised to obtain for itself at his/her own cost and responsibility all information that may be necessary for preparing the Bid and entering into an Agreement for execution of the Project.
- Provided that the Procuring Entity shall not be held liable, legally or financially, for the bid which is insufficiently provided by the bidder in material terms and conditions of the RFP.
- 11. Bidder's Responsive Conditions, Eligibility Requirements and Technical Qualification Criteria**
- 11.1** The Bidder must possess the capability and the experience as stipulated in Bidding Data Sheet and the qualification criteria stipulated in the Bidding Documents.
- 11.2** Pursuant to Clause 9 and Sub-Clause 11.1 of the ITB, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Project Works, implement the Project, commissioning of the Project and perform such of the obligations as are detailed under the Agreement.
- 11.3** The Procuring Entity shall determine, to its satisfaction, during the evaluation of the Technical Bid, whether a Bidder is responsive, meets the eligibility and qualifying criteria specified in the ITB 18 and 20 of the BDS.
- 12. Documents Establishing Proposal Conformity to Bidding Documents**
- 12.1** The documentary evidence submitted by the Bidder shall conform to the requirements laid down in the Bidding Documents.
- 12.2** The Bidder shall comply with the standards stipulated by the Procuring Entity in the Bidding Documents for the execution of the Project Works, including specifications as to human resources, materials and equipment, and ensure that such standards are reflected in the submitted Technical Proposal.
- 13. Bid Security**
- 13.1** Each Bidder shall furnish, as part of its bid, a Bid Security equivalent to the amount stipulated in Bidding Data Sheet in the form a Bank Guarantee issued by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan in favor of the Procuring Entity. In case the guarantee is from a foreign bank, it shall be counter guaranteed by a scheduled bank (as per the requirements of the State Bank of Pakistan) in

Pakistan.

- 13.2** The Bid Security shall be submitted using the Form of Bid Security included as Schedule H. The Bid Security must include the complete name of the Bidder. The Bidder shall ensure that it takes all necessary steps to, maintain and keep valid the Bid Security until submission by the Concessionaire of a fully valid and effective Construction Performance Security in accordance with the terms of the Agreement. In the event the Bid Security expires prior to its expiry date, the Bidder shall ensure the extension of the validity of the Bid Security, at least [fifteen (15) days] prior to its expiry, so as to keep it valid and enforceable until the Bid Security expiry date. In the event of failure by the Bidder to ensure or keep valid or extend the validity of the Bid Security in accordance with this clause , the Procuring Entity shall have the right to encash the Bid Security at any time prior to its expiry to its full outstanding value at any time.
- 13.3** Any Technical Bid not accompanied by a substantially compliant Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 13.4** The Bid Security of unsuccessful Bidders shall be returned upon award of the Agreement to the successful Bidder or on the expiry of validity of the Bid Security, whichever is earlier.
- 13.5** The Bid Security of the successful Bidder shall be replaced with Financial Close Bond in accordance with Clause 25 of the ITB.
- 13.6** The Bid Security may be forfeited under either of the following circumstances:
- a) if a Bidder withdraws its Bid during the bid validity period (as specified in the BDS); or
 - b) if a Bidder does not accept the correction of his Bid Offer,
 - c) If a Bidder withdraws or modifies a proposal after the deadline for submission of proposals;
 - d) If a Bidder fails to enter into negotiations with FBR pursuant to ITB 24;
 - e) failure to submit its best and final offer within the time limit prescribed by FBR pursuant to ITB 24;

- f) failure to sign the Concession Agreement, if required by FBR to do so, after the proposal has been accepted; and
- g) failure to provide Financial Close Bond for the fulfillment of the Concession Agreement after the proposal has been accepted or to comply with any other condition prior to signing the Concession Agreement specified in this RFP.

14. Validity, Format, and Signing of Bids

- 14.1** Bids shall remain valid for the bid validity period stipulated in the BDS. A bid valid for a shorter period shall be rejected by the Procuring Entity as un-responsive.
- 14.2** In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request the Bidder to extend the period of validity of their respective Bids. The request, and responses to the request, shall be in writing. A Bidder may refuse the request and withdraw the Bid without forfeiting the Bid Security. A Bidder granting the request for extension in the Bid validity period shall not be required or permitted to modify its Bid.
- 14.3** All Schedules to the Bid are to be properly filled, completed and signed.
- 14.4** No alteration is allowed in the Letter of Technical Proposal or Letter of Bid Offer. In case of any alteration, the Bid shall be rejected by the Procuring Entity.
- 14.5** Each Bidder shall prepare the original and number of copies, as specified in the BDS, of the documents comprising the Bid as described in Clause 5 of the ITB and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, photocopies are also acceptable). The name and position held by each person signing the authorization must be written or typed below the signatures. The authorized person or persons shall be named by submitting a written Power of Attorney, notarized by local notary public (and in case of a Power of Attorney executed outside Pakistan, such Power of Attorney shall also be attested by the relevant Pakistan Embassy/Consulate), authorizing him to sign the Bidding Documents and to act on

behalf of the Bidder. All pages of the Bidding Documents shall be initialed by the authorized person or persons along with the affixed official seal. The format of the required Power of Attorney is appended hereto as Schedule I.

- 14.7** The Bid shall be delivered in person or sent by registered mail at the address as given in the BDS.
- 14.8** Any interlineations, erasures, or overwriting in the Bid shall only be valid if such interlineations, erasures or overwriting are signed or initialed by the person signing the Bid.
- 14.9** If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 14.10** If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

E SUBMISSION OF BIDS

- 15. Deadline for Submission, Sealing, Modification, Substitution & Withdrawal of Bids**
- 15.1** Sealed Bids must be received by the Procuring Entity at the address provided in BDS not later than the Bid Submission Deadline. The Bids shall be sealed in the manner specified in the Bidding Data Sheet.
- 15.2** Bidders shall submit their Bids by mail or by hand. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3** Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be returned unopened to such Bidder.
- 15.4** Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to Bid Submission Deadline.
- 15.5** Withdrawal of a Bid during the interval between the Bid Submission Deadline and the expiration of bid validity period (specified in the BDS) may result in forfeiture of the Bid Security pursuant to sub-clause 25.3 of the ITB.
- 15.6** In case any envelope is not sealed or marked as required in the Bidding Documents, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Bid.
- 15.7** The Procuring Entity may, at its discretion, extend the Bid Submission Deadline, by amending the Bidding Documents under the terms thereof, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 15.8** The Procuring Entity shall not consider any Bid that arrives after the Bid Submission Deadline. Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.

F. BID OPENING AND EVALUATION

16. Bid Opening

16.1 An evaluation committee, as constituted by the Procuring Entity for the evaluation of bids, shall open the Bids (including withdrawals, substitution and modifications made pursuant to Clause 15 of the ITB) in the presence of the Bidders' authorized representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. Technical Proposals shall be opened first. If the Bid Offer and Technical Proposal are submitted in one envelope, the Procuring Entity may reject the entire Bid.

The Bidders' authorized representatives who are present shall sign in a register evidencing their attendance.

16.2 Envelopes marked "Modification", "Substitution" or "Withdrawal" shall be opened and read out in that order (Modification first, Substitution second, and Withdrawal third) and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 15 of the ITB shall not be opened.

16.3 All Bidders' envelopes holding the Technical Proposal shall be opened one at a time, and the respective Bidder's name, bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, shall be announced by the Procuring Entity. The Procuring Entity shall record minutes of Bid opening.

Only Technical Proposals read out and recorded at the Bid opening as specified in this Clause 16.5 shall be considered for evaluation.

16.4 Not Used

16.5 The Procuring Entity shall prepare a record of the opening of Technical Proposals that shall include, at a minimum, the name of the Bidder and whether there is a withdrawal, substitution or modification, and the presence or absence of Bid Security, The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder's or a representative's signature shall not invalidate the

contents and effects of the record.

16.6 Procuring Entity shall use the evaluation criteria described in ITB 18 of BDS to determine the most advantageous bid. The evaluation process will consist of a four-step approach that includes:

- responsiveness;
- eligibility;
- technical evaluation; and
- financial evaluation.

Procuring Entity shall evaluate responsive proposals in accordance with the criteria detailed in this **ITB 18 of the BDS** subsequent to meeting eligibility criteria given in **ITB 18** of the BDS. If it is assessed that the bidder does not meet the eligibility criteria, its proposals shall not be further evaluated. The Technical Proposals of only those bidders shall be evaluated who will qualify as eligible bidder.

At the end of the evaluation of the Technical Proposals, the Procuring Entity shall announce the technical evaluation results and invite technically qualified Bidders, eligible for award, to attend opening of the Bid Offer.

The Bid Offer shall remain unopened and shall be held in the custody of the Procuring Entity until the specified time of their opening.

16.7 The Procuring Entity shall notify Bidders in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive or qualified, as the case maybe, to the requirements of the Bidding Documents.

16.8 A committee consisting of members nominated by the Procuring Entity shall open the Bid Offers in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated under Sub-Clause 16.6 of the ITB above.

16.9 All envelopes containing Bid Offers shall be opened one at a time and the name of the Bidder, whether there is a modification, withdrawal or substitution, and any other details that the Procuring Entity may consider appropriate, shall be read out.

- 16.10** The Procuring Entity shall prepare a record of the opening of Bid Offers that shall include, at a minimum, the name of the Technically Qualified Bidder. The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder or a representative's signature shall not invalidate the contents and effects of the record.
- 17. Clarification of Bids**
- 17.1** To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the Bid Offer or substance of the Bid shall be sought, offered or permitted.
- Any clarification submitted by the Bidder that is not in response to a request of the Procuring Entity shall not be considered. The request for clarification and the response shall be in writing.
- A failure to provide clarification as requested by the Procuring Entity may result in the rejection of the Bid.
- 18. Determination of Responsiveness of Bids**
- 18.1** Prior to detailed evaluation pursuant to Clause 16 and 20 of the ITB, the evaluation committee will carry out preliminary examination and determine the responsiveness of the Technical Proposals in the manner specified in the ITB 18 of the BDS
- After determining the responsiveness of Technical Proposals in the light of criteria stated in ITB 18 of the BDS, further action on eligibility assessment will be taken.
- 18.2** Prior to the eligibility evaluation, pursuant to Clause 16 of the ITB, the Evaluation Committee shall determine the substantial responsiveness of each Technical Proposal to the Bidding Documents. For purpose of these Clauses, a substantially responsive Technical Proposal is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.
- 19. Bid Offer**
- 19.1** The Bidder shall completely fill the Bid Offer Letter indicating the share and number of apartments to be offered to FBR in the form specified in Part IV of the Bidding Document.

**20. Detailed Evaluation
of Technical and Bid
Offers**

- 20.1** Only the Technical Proposals previously determined to be substantially responsive and eligible pursuant to Clause 16 and 18 of the ITB shall be evaluated and compared in detail by the Procuring Entity as per the requirements given hereunder.
- 20.2** The Technical Proposal submitted by the Bidder shall be examined in detail whether the Project Works offered by the Bidder comply with the evaluation criteria of the Bidding Documents, including the BDS. For this purpose, prior similar experience, all personnel capabilities, equipment, materials, financial capability and Project Works standards offered by the Bidder shall be reviewed for which the Bidder's data submitted with the Bid under Schedule A to Bid (Specific Project Works Data) shall be compared with the technical features/criteria prescribed by the Procuring Entity in the Technical Specifications. Other technical information submitted with the Bid, if any, regarding the scope of Project Works will also be reviewed.
- 20.3** Bidders obtaining minimum qualifying marks, as specified in the Bidding data Sheet, shall be declared technically qualified. Bid Offers of technically qualified Bidders shall be opened while Procuring Entity shall return the unopened Bid Offer to the disqualified Bidders.
- 20.4[●]** Not Used
- 20.5** To evaluate a Bid Offer, the Procuring Entity shall consider the total Bid offer i.e. share and number of apartments quoted in the form specified in Part IV of the Bidding Document;
- 20.6** The Procuring Entity shall compare all Bids of technically qualified bidders to determine the most advantageous bid in accordance with Sub-Clause 20.5 of the ITB.
- 20.7** If the Bid which results in the highest Bid is unbalanced or unrealistic (i.e. it fails to achieve maximum utilization and not in accordance with the construction standards and building specifications, as outlined in both Part III of the Bidding Documents and applicable bylaws) in the sole determination of the Procuring Entity, the Procuring Entity may reject the Bid without justifying the reasons.
- 20.8** The Evaluation Committee's determination of Bid Offer's compliance shall be based on the contents of the

Bid Offer itself without recourse to irrelevant evidence.

20.9 A Bid Offer determined as substantially non-compliant shall be rejected and shall not subsequently be made responsive by the Bidder by correction. Any minor informality or non-conformity or irregularity in a Bid Offer which does not constitute a material deviation may be waived by Procuring Entity, in its sole discretion.

21.1 The Procuring Entity shall keep all information regarding the technical or final evaluation confidential, as the case may be, until the time of the announcement of the respective evaluation reports in accordance with the Procurement Rules.

No Bidder shall contact Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Procuring Entity. The evaluation result shall be announced at least fifteen (15) Days prior to award of Agreement. The announcement to all Bidders shall include table(s) comprising read out Bid Offer, and recommendations against all the Bids evaluated.

21.2 Any effort by a Bidder to influence Procuring Entity in the Bid evaluation, bid comparison or decision to award the Agreement may result in the rejection of his Bid.

21a.1 Whereas, any Bidder feeling aggrieved may lodge a written complaint within 7 (seven) days of announcement of the technical evaluation report and 5 (five) days after issuance of final evaluation report.

21a.2 The Procuring Entity shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of Bidders that may occur prior to the entry into force of the procurement contract.

21a.3 Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) well before the proposal submission deadline.

21a.4 In case, the complaint is filed against the Technical Evaluation Report, the Grievance Redressal Committee

constituted by Procuring Entity shall suspend the procurement proceedings. In case, the complaint is filed after the issuance of the Final Evaluation Report, the Bidder/complainant cannot raise any objection on technical evaluation of the report.

- 21a.5** The Grievance Redressal Committee shall investigate and decide upon the complaint within ten (10) days of its receipt.

G. AWARD OF AGREEMENT

22. Post Qualification

- 22.1** The Procuring Entity, at any stage of the Bid evaluation, having credible reasons for or *prima facie* evidence of any defect in a Bidder's capacities, may require the Bidder to provide information concerning its professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons in writing. The recorded reasons shall form part of the records of that Bid evaluation report.

- 22.2** The evaluation shall take into account the Bidder's financial and technical capabilities. The evaluation shall be based upon an examination of the documentary evidence of the Bidders' qualifications submitted under Clause 11 of the ITB, as well as such other information required in the Bidding Documents

23. Award Criteria & Procuring Entity's Right

- 23.1** Subject to Sub-Clause 23.2 of the ITB, the Procuring Entity shall award the Agreement to the technically qualified Bidder who has offered the highest share of apartments, provided that such Bidder has been determined to be qualified to satisfactorily perform the Agreement in accordance with the provisions of Clause 22 of the ITB.

- 23.2** Notwithstanding Sub-Clause 23.1 of the ITB, the Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of the Agreement, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Entity's action except

that the grounds for the Procuring Entity's rejection of all Bids shall, upon request, be communicated to any Bidder who submitted a Bid, without justification of the grounds. Notice of the rejection of all the Bids shall be given promptly to all the Bidders.

**24. Negotiation,
Notification of Award &
Signing of Agreement**

- 24.1** Subsequent to the detailed evaluation of the Bids and announcement of the successful Bidder as set out in ITB 20 above, Procuring Entity shall issue a revocable Letter of Intent ("LOI") to such Bidder and carry out negotiations for the purposes of finalizing the detailed terms and conditions of the Concession Agreement.

As a part of this negotiation process Procuring Entity may, if it deems appropriate, require the Bidder to submit one or more revised Bids in accordance with revised requirements put forward by Procuring Entity. At this stage Procuring Entity will issue a Letter of Support ("LOS") to the successful Bidder stipulating the meeting of certain requirements within a specified time.

Thereafter, the Concessionaire through a Project Company (Private Limited), will be required to enter into a Concession Agreement with Procuring Entity and renew the Bid Security (if required by Procuring Entity). The successful Bidder will be required to achieve the financial close within a period of one hundred and eighty (180) (excluding allowable extensions under the terms of the Concession Agreement) days from Effective Date of Concession Agreement.

Failure to fulfil any of the above requirements as contained in the LOI or LOS within the time specified, as the case may be, may, result in the forfeiture of the Bidder's Bid Security. Whether Bid Security is forfeited or not Procuring Entity may, at its discretion, withdraw the LOI or LOS, as the case may be, either invite the Bidder scoring next highest to the successful Bidder in the evaluation carried out by Procuring Entity to negotiate, or terminate the Bidding Process without accepting any Proposal.

- 24.2** The Bidder shall furnish the Financial Close Bond as per Clause 25.1 of ITB.

- 24.3** The formal agreement between the Procuring Entity and

the successful Bidder shall be executed within fifteen (15) days, or extended time period, of establishment of SPV.

24.4 Until the Agreement is formally executed, the LOI and LOS, duly accepted by the Bidder, shall constitute a binding Agreement. Nothing in this Clause shall restrict or nullify the obligation of the Bidder to sign the Agreement.

24.5 In case where the successful Bidder, who is most advantageous Bidder, escapes or withdraws from the procurement process or fails to meet the requirements for award as mentioned in the LOI and LOS, then the Procuring Entity shall consider the second highest ranked Bidder on the same terms as of the highest bidder for award of contract after forfeiting the Bid Security of the highest ranked Bidder.

Provided that:

- The Offer of the other (i.e., 2nd most advantageous) Bidder is not abnormally deviating from the estimated or minimum benchmark (achieves maximum utilization in accordance with the construction standards and building specifications, as outlined in both Part III of the Bidding Documents. and applicable bylaws) and as per the practices of the real estate industry, and Procuring Entity after making an analysis of combination of all other related aspects, is of the view that the object of procurement may bring Value for Money;
- There are no indications of collusive practices between the most advantageous or (highest evaluated bidder) and other bidder(s) and in such case the process of debarment of the bidders is initiated in accordance with mechanism defined in the Procurement Rules; and/or
- There are no irregularities in the procurement process leading towards mis-procurement.

**25. Performance Security/
Bonds**

25.1 The successful Bidder shall furnish following Securities/Bonds to the Procuring Entity in the form stipulated in the Agreement:

a. Financial Close Bond

Within one (1) Month of the Effective Date (signing of Concession Agreement), the successful Bidder (as Concessionaire) shall convert and submit the Bid Security as the Financial Close Bond to Procuring Entity with a face amount equal to the face amount of the Bid Security. The Bid Security shall be replaced with the Financial Close Bond. The Concessionaire shall keep the Financial Close Bond valid till such time that it is replaced by the Construction Performance Security.

The Financial Close Bond shall be in the same form as the Bid Security.

b. Construction Performance Security

The Concessionaire shall, for due and punctual performance of its obligations under the Concession Agreement, deliver to the Procuring Entity, at the time of execution of the Agreement, an irrevocable bank guarantee (Construction Performance Guarantee”) acceptable to the Procuring Entity of an amount equal to **two percent (2%) of the Estimated Project Cost** as indicated in the Business Plan submitted by Bidder. Such Construction Performance Guarantee shall be valid for a period and in line with the terms provided in Agreement. The Construction Performance Guarantee shall be forfeited if the Bidder is found to be in breach of its obligations in accordance with the Agreement. The Construction Performance Security shall be valid for a period of at least thirty-six (36) calendar months from the date of issuance. The same shall be replaced with “O&M Performance Security” after the end of Construction Period.

c. Operations & Maintenance Performance Security

Upon completion of construction of the Project and before the start of the Operations phase of the Project, the Concessionaire will be required to submit to the Procuring Entity a bank guarantee of an amount equal to **five percent (5%) of the Projected Gross Revenue of the Forthcoming Year of the Operation Phase**. The O&M Performance Security shall answer for and guarantee the timely Operation and Maintenance of the Project in accordance with the Performance Standards and the Timetable as specified in the

Concession Agreement.

d. Transfer Bond

Eight (8) months prior to the Transfer Date, the Concessionaire shall deliver to Procuring Entity a Transfer Bond with a face amount equal to **two percent (02%) of the Total Project Cost**. The Transfer Bond shall answer for, and guarantee the timely transfer of the Project in accordance with the Performance Standards, the Timetable and the Handback Requirements as per Concession Agreement.

25.2 The Securities shall be in the form of a bank guarantee issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) or a country abroad acceptable to the Procuring Entity which shall remain valid till six (6) months from the Expiry Date of the Concession Term; in favor of the Procuring Entity. In case the Performance Security is issued by a foreign bank, it shall be counter guaranteed by a scheduled bank in Pakistan.

25.3 Failure of the Successful Bidder to comply with the requirements of Sub-Clauses 15.5, 23.1, 25.1 and 26.1 of the ITB shall constitute sufficient grounds for the annulment of the Letter of Acceptance and forfeiture of the Bid Security.

26. Fraud and Corruption **26.1** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule F in the Bidding Documents. Failure to provide such Integrity Pact shall make the bid non-responsive.

26.2 The Bidder shall observe the highest standards of ethics during the process of submission of the Bid and during the evaluation process. The terms used in this Clause 26 shall have the following definitions:

(a) "corrupt and fraudulent practice" means the offering, giving, receiving of soliciting of anything of value to influence the action of a public official or the Concessionaire in the procurement process or in contract execution to the detriment of the Procuring

Entity; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish Bid offers at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of the public official's duty;

- (b) "Coercive practice" means impairing or harming, threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (c) "Collusive practice" means the arrangement between two or more parties to the procurement process or contract execution, designed to establish, with or without the knowledge of the Procuring Entity, offers at artificial, noncompetitive levels for any wrongful gain.
- (d) "Obstructive practice" by 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;
- (e) "Integrity violation" means any act which violates Anti-corruption Policy including corrupt and fraudulent practice, coercive practice, collusive practice and/or obstructive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation into any of the foregoing or from pursuing an investigation or acts intended to materially impede the exercise of inspection and audit rights.

- 26.3** The Procuring Entity may reject a Bid if it determines that the Bidder, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.4** The Procuring Entity may cancel the Agreement on a determination at any time that the Bidder engaged in any way in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.5** If at any time the Procuring Entity determines that the Bidder has, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice, obstructive practices and/or any integrity violation in competing for or in executing, a GoP or Provincial Government (PG) or any other government contract, the Procuring Entity may take any act to sanction a Bidder as permitted by the applicable laws, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, from the award of any contract by the Procuring Entity and recommending to the GoP and provincial government that the Bidder be disqualified from participation and award of any project or contract to be awarded by the GoP or provincial government, as the case may be.
- 26.6** The Procuring Entity shall have the right to inspect accounts and records and other documents relating to the Bid submission and the performance of the Project Works and the Agreement, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Bidders shall assist the Procuring Entity upon any request to inspect accounts and records and shall timely provide requested information to the Procuring Entity.

27. Eligible Countries

- 27.1** A Bidder, Sub-Contractors and all JV Members (in case of JV) constituting the Bidder, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been

proscribed under the applicable laws). A Bidder shall be deemed to have the nationality of a country if the Bidder or any JV Member (in case of JV) is a national of that country; or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country. The above requirement shall apply to the determination of the nationality of Bidders.

SECTION - III: BIDDING DATA SHEET

The following specific data for the Project to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. In case of conflict between the terms of this Bidding Data Sheet (“BDS”) and the terms of the Instructions to Bidders, the provisions of the Bidding Data Sheet shall prevail.

A.General											
ITB 1.1	Procuring Entity: Federal Board of Revenue										
ITB 1.1	Name of Project “Development & Operations of Multi-storey Residential Apartments on FBR land situated in Lahore on Design-Build-Finance--Maintain-Operate & Transfer (DBFMOT) Mode”										
ITB 1.1	The procurement shall be made under the Procurement Rules “Single Stage Two Envelope (SSTE) method										
ITB 6.3	<p>Pre-bid meetings will be held to explain the details of the Bidding Document to interested bidders as per following details:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Meeting Details</th> <th>Pre-bid Meeting</th> </tr> </thead> <tbody> <tr> <td>Date</td> <td>August 5, 2024</td> </tr> <tr> <td>Time</td> <td>[2:00 PM] PKT (Pakistan Standard Time)</td> </tr> <tr> <td>Venue</td> <td>Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</td> </tr> <tr> <td>Phone #</td> <td>+92 519209659</td> </tr> </tbody> </table>	Meeting Details	Pre-bid Meeting	Date	August 5, 2024	Time	[2:00 PM] PKT (Pakistan Standard Time)	Venue	Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.	Phone #	+92 519209659
Meeting Details	Pre-bid Meeting										
Date	August 5, 2024										
Time	[2:00 PM] PKT (Pakistan Standard Time)										
Venue	Chief Projects, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.										
Phone #	+92 519209659										
ITB 13.1	The Bid Security shall be furnished in the form of a bank guarantee from the scheduled bank as per State Bank of Pakistan requirements in favour of [--] which shall be Rs. PKR 10 million. Bid Security is to be enclosed with the Technical Proposal.										
ITB 15, 16 and 20	<p>Bidder shall submit 1 (one) original and 2 (two) copies and one soft copy of “Technical Proposal” in CD/DVD/USB and 1 (one) original “Bid Offer” on the prescribed forms.</p> <p>Single stage two envelopes bidding procedure shall be used for procurement of Project Works whereby the bids are to be evaluated on technical and financial grounds. The procedure for single stage two envelopes means:</p> <p>(i) the bid shall be a single package consisting of two separate envelopes, containing separately the Bid Offer and the Technical Proposals. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Project. Similarly, the original Bid Offer shall be placed in a sealed envelope clearly marked “Bid Offer” followed by the name of the Project, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Bid Offers shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE”.</p> <p>(ii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Bid Offer” shall be retained un-opened in the custody of the Procuring</p>										

	<p>Entity;</p> <p>(iii) the Procuring Entity shall evaluate the Technical Proposal in the manner prescribed in advance, without reference to the bid offer and shall reject any Proposal which does not conform to the specified requirements;</p> <p>(iv) during the technical evaluation, no amendments in the Technical Proposal shall be permitted;</p> <p>(v) after the evaluation and approval of the Technical Proposals, the Procuring Entity shall open the Bid Offers of the technically accepted bids, publicly, at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; and</p> <p>(vi) the Bid Offer of technically non-responsive bidders shall be returned un-opened to the respective bidders.</p>
<p>ITB 15</p>	<p>Proposals shall be delivered to:</p> <p>Chief Projects, Room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</p> <p>Proposals must be submitted not later than the following date and time:</p> <p>Deadline for submission of Bids: 13:30 Hrs. PKT (Pakistan Standard Time) on September 4th, 2024 (“Bid Submission Deadline”)</p>
<p>ITB 14.1</p>	<p>Bid Validity Period</p> <p>The bid should remain valid for 180 (one hundred and eighty) Days from the date of opening of Technical Bids (i.e., the Bid Submission Deadline).</p>
<p>ITB 16.1</p>	<p>Venue, Time and Date of Technical Proposal Opening</p> <p>Venue: Chief Projects, room no. 713, 7th Floor, FBR Headquarters, Constitution Avenue, G-5/2, G-5, Islamabad.</p> <p>Date: September 4th, 2024</p> <p>Time: 14:00 Hrs. PKT (Pakistan Standard Time)</p> <p>The Bid Offers of the technically responsive Bidder(s) will be opened at a date provided later on. The sealed Bid Offers of technically non-responsive Bidders will be returned un-opened.</p>
<p>B. Preparation and Submission of Bids</p>	
<p>ITB 18 and 20</p>	<p><u>QUALIFICATION REQUIREMENTS</u></p> <p>Eligibility Criteria</p> <p>A The evaluation shall be on knock out basis in case the bidder fails to comply any of the given specifications shall be considered as Non-Responsive. Bid received from a Bidder, shall only be considered for technical evaluation if all the following components (and the relevant requirements of the Bidding Documents) are satisfied:</p> <p>A. Constitutive Documents as Proof of Existence</p>

- Bidder must be a legal entity which includes a firm registered with Registrar of Firms or a Company registered with the Securities & Exchange Commission of Pakistan (SECP). In case of international bidders, the entity should be registered with the relevant Local Authority.
 - i. Bidder should provide a detailed description of its entity (in case of JV; for all members) including:
 - Legal Name;
 - Complete head office, contact information, including mailing address, telephone number and an e-mail address;
 - Incorporation details, including certification of incorporation/registration, memorandum and articles of association/partnership deed and amendments made therein till date of submission of bid.
**Foreign entities participating in the Bidding Process should submit certified true copies of their constitutive documents.*
 - In case of JV, a JV agreement duly executed by all partners of the JV should be provided along with the Technical Proposal (Schedule L).

B. Registration with Pakistan Engineering Council

- i. The Bidder and in case of JV; one of the JV Partner; must possess a valid registration with PEC in categories relevant to the Project.
- ii. Foreign entities participating in the Bidding Process should submit proof of valid registration with local engineering body; duly attested by Pakistani Consulate / Pakistan High Commission of their country.

C. Registration with Tax Authorities

- i. The Bidder and in case of JV; all JV members; must possess a valid registration certificate from the Income Tax Authority (i.e., the NTN certificate) and relevant Sales Tax Authority, if applicable.
- ii. Bidders must be having Active taxpayer status.
- iii. Foreign entities participating in the Bidding Process should submit a Tax Certificate of their country; duly attested by Pakistani Consulate / Pakistan High Commission of their country

D. Non-Blacklisting, No Conflict of Interest & Litigation History

- i. Each Bidder (in case of a JV, each JV Member) shall provide evidence in the form of an affidavit on legal paper (PKR 100/-) duly notarized by the notary public stating that Bidder/ JV partner:
 - is not in bankruptcy or liquidation proceedings ;
 - is never blacklisted by any governmental or non-governmental department / agency in the last 10 years;
 - is never convicted of, fraud, corruption, collusion or money laundering;
 - has not previously entered into any contract/agreement with Federal Board of Revenue which was terminated prior to completion period due to default;
 - is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its/his/her capability to comply with the obligations under the Agreement;
 - is legally and financially autonomous and operate under commercial law;

- has no pending litigation that prevents or materially impedes in performing its obligations in respect of the Project Works and the Terms of the Agreement.
**Bidder/JV Partners shall provide details of litigation in the last 10 years and any ongoing litigation(s).*

E. Financial Soundness

- Minimum net worth* of the Bidder (Group/ Firm/ Company/ JV) shall not be less than Two and a half (2.5) billion Rupees based on the audited financial statements of immediately preceding financial year to demonstrate the current financial soundness of the Bidder's financial position.
- The Bidder (Group/Firm/Company/JV) should have an average minimum turnover* of One (01) billion Rupees in the three (3) preceding financial years which should be duly supported by the audited financial statements of respective years.

** In case of JV, the financial soundness of each partner will be evaluated based on the weighted average of their respective net worth and average turnover. This weighted average will be calculated by applying weights proportional to their sharing ratio as outlined in the JV Agreement.*

**In case of local bidder or JV partner, the audit of the financial statements should be carried out by the ICAP QCR rated Chartered Accountant firm.*

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.*

F. Minimum Experience

Bidder (Group/Firm/Company/at least one of the members in case of JV) should have minimum five (5) years of hands-on experience in Real Estate Development including development, designing, construction and operation of the Public or Private infrastructure project of similar size and scale having worth of Rs. (five) 5 billion or above (includes Project Works as mentioned in Section II(A) of the ITB).

Experience will be substantiated from Real Estate Development project profiles /service agreements to evidence minimum five (5) years of experience in Real Estate Development/ Infrastructure maintenance and operations.

Technical Evaluation

- (i) It will be examined in detail whether the Project Works offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, similar experience, personnel capabilities and Project Works standards offered by the Bidder will be reviewed for which the Bidder's data submitted with the Bid (Schedule A1-K) will be compared with the technical features/specifications/criteria prescribed by the Procuring Entity. Other technical information submitted with the Bid regarding the scope of work will also be reviewed, if any.

Bidder's plan and specifications must comply with the requirements set

out in Part III, Terms of Reference & Technical Specifications, Section: Additional Considerations for FBR Reserved Apartments and Section: Building Specifications.

(ii) The criteria for evaluation of Technical Proposal shall be:

Sr. No.	Category	Total Marks
1.	Relevant Experience	30
2.	Human Resource/Key Experts	25
3.	Approach, Methodology and Business Plan	15
4.	Financial Credibility	30
Total		100

The breakup of the each of the category is given hereunder:

1. Relevant Experience

Relevant experience of the Bidder* will be assessed on the basis of following parameters:

Sr.	Category	Max. Marks	Documents to be provided by the Bidder
A. For consideration of experience, copy of relevant license issued by respective authority, for the category of work shall need to be attached			
B. Number of Projects Completed			
a. Detailed engineering design (6 marks)	Completed detailed design of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	03 marks for each project with maximum of 06 marks	<i>Profile/Contract/Agreements along with completion certificates should be provided. Completion certificates must be provided where the contracts were awarded by a Government entity.</i>
b. Construction (18 marks)	Completed construction of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	06 marks for each project with maximum of 18 marks	
c. Operation & Maintenance (6 marks)	Carried out O&M of a real estate project with minimum value of Rs. 5 billion and with minimum height of G+5 (Mid Rise) during last ten years	02 marks for each project with maximum of 06 marks	
Sub-total		30	

2. Human Resource/Key Experts

The bidder must have the following staff as its key experts:

Sr	Category	Total Marks	Documents to be provided by the Bidder
a.	Team Lead - Construction, Design & Maintenance Expert <ul style="list-style-type: none"> • BS/BSc in Civil Engineering • Minimum of 10 years' experience with at least 3 similar smart/green building construction projects with value of more than Rs 5 billion (2 marks for each project with maximum 8 marks) 	8	i. CVs of the proposed key experts should be provided on Schedule E of the Bidding Document. ii. Copy of degrees/transcripts should be submitted as a proof of qualification iii. Proof of employment of Key Experts/ proof of commitment/experience letters of the Key Experts should be submitted by the bidders.
b.	Team Member – Architecture Expert <ul style="list-style-type: none"> • BS/BSc in Architectural Engineering • Minimum of 10 years' experience with at least 3 projects involving designing of green building with value of more than Rs 5 billion (1 mark for each project with maximum 3 marks) 	3	
c.	Infrastructure Project Management Expert <ul style="list-style-type: none"> • BS/BSc (Civil) or project management • Minimum 10 years of experience in planning, designing & supervising infrastructure development projects or maintenance of municipal services infrastructure with at least 3 similar smart building construction projects with value of more than Rs 5 billion (2.5 mark for each project with maximum 5 marks) 	5	
d.	Finance Expert <ul style="list-style-type: none"> • Master's degree in Accountancy/ Finance/Business Management/ Commerce or certification including ACCA/CPA/CA from a reputable university/institute • Minimum 10 years of experience in corporate finance, project finance, investment banking or investment advisory 	3	
e.	Environmental Expert <ul style="list-style-type: none"> • Masters (MSc in Engineering/MS/M.Phil.) in Environmental Engineering / Sciences from HEC recognized Institutes • Minimum 10 years of experience in environmental studies or analysis of infrastructure projects. 	3	
f.	Legal Expert	3	

- JD/LLM/Bar at Law
- Minimum 10 years' experience in Legal advisory on the transactions which have achieved commercial close

Total	25	
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3. Approach, Methodology and Business Plan

For evaluation of this aspect of the Bidder's Approach and Methodology to carry out the Project is further sub-divided as follows:

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

Sr. No	Description	Total Marks	Documents to be provided by the Bidder
1.	<p>Plan for Execution of Project Works Quality of the execution plan will be assessed for the following:</p> <ul style="list-style-type: none"> a. Understanding the Project (5%) b. Approach & Methodology (10%) c. Detailed design/layout of the Project (25%) d. Master Plan (25%) e. Work plan for Development and Operational activities (10%) f. Performance standards for the proposed Project Works of the Project development and management (15%) g. Identification of risk in project implementation and mitigation plan (5%) h. Organization & Staffing Plan (5%) 	7.5	<i>Schedule A, C & D of the Bidding Document</i>
2.	<p>Quality of *Business Plan/ Financial Model</p> <ul style="list-style-type: none"> a. Sound basis of key commercial assumptions [50%] b. Reasonableness of estimated project costs for the proposed land use of the FBR Properties, [25%]. c. Reasonableness of estimated revenue rates [25%]. 	7.5	<i>Schedule D of the Bidding Document; *Business Plan/Financial Model duly vetted by a qualified consultant</i>
Total		15	

** Bidder is required to submit a fully functional, non-restricted, dynamically linked Financial Model in Excel spread sheet form on a non-rewritable CD/DVD/USB. The model should be based on the realistic assumptions of the Project after necessary due diligence, market sounding, technical, legal and operational aspects and maximum utilization of the Property so as to reflect the best judgement of the Bidder.*

4. Financial Credibility

Sr. No.	Category	Max. Marks	Documents to be provided by the Bidder
1.	Net Worth (immediately preceding financial year)		<i>Audited financial statements of immediately preceding 3 years should be submitted</i>
a.	PKR 2.5 billion or above but less than PKR 3.0 Billion	5	
d.	PKR 3.0 billion or above but less than PKR 05 billion	10	
e.	PKR 05 billion or above	15	
	Subtotal	15	
2.	Turnover/ Revenue (average of immediately preceding 3 years)		
a.	PKR 1.0 billion or above but less than PKR 2.0 Billion	5	
c.	PKR 2.0 Billion or above but less than PKR 3.0 Billion	10	
d.	PKR 3.0 Billion or above	15	
	Subtotal	15	
	Total	30	

* In case of JV, the financial soundness of each partner will be evaluated based on the weighted average of their respective net worth and average turnover. This weighted average will be calculated by applying weights proportional to their sharing ratio as outlined in the JV Agreement.

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.

Qualifying Marks: *Minimum qualifying marks are 70%.*

ITB 20.5

Evaluation and Comparison of Bids

(a) Bids will be evaluated for complete scope of work.

(b) Basis of Bid Comparison

Bids of technically qualified Bidders will be compared on the basis of the highest percentage of apartments offered to FBR employees (not less than 40% of the total number of apartments of each type).

Successful Bidder

The Bid Offers of technically qualified bidders shall be opened. The bidder offering the highest number of apartments (not less than 40% of the total number of apartment) to FBR for its employees in the proportion of single bed 20%, two bed 30% and three bed 50% of the total apartments shall be declared as successful.

In the event it is determined that two (2) or more Bidders have quoted the same number of apartments reserved for FBR in their Bid Offer (the Tie-Bidders) (being the highest offered number of apartments), the Procuring Entity shall compare the Project Cost estimated by such Tie-Bidders, and the Tie-Bidder who has offered the lowest Project Cost shall be declared as successful.

ITB 25.1	<p>Performance Securities/Bonds (Financial Close Bond, Construction Performance Security, O&M Performance Security and Transfer Bond) shall be furnished in accordance with ITB 25.</p> <p>Performance Securities/ Bonds shall be submitted in the prescribed form and in favour of Chief Project, Federal Board of Revenue, Islamabad.</p>
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SECTION - IV: BID FORM & SCHEDULES

- Schedule A-1: Bidder's Profile
- Schedule A: Project Works Data
- Schedule B: Work to be Performed by Sub-Contractors
- Schedule C: Proposed Programme of Project Works
- Schedule D: Method of Performing Project Works
- Schedule E: CVs of Proposed Professional Staff
- Schedule F: Integrity Pact
- Schedule G: Letter of Technical Proposal
- Schedule H: Form of Bid Security
- Schedule I: Form of Power of Attorney (For Submission of Bids)
- Schedule J: Form of Power of Attorney (In case of JV)
- Schedule K: Checklist
- Schedule L: Standard Form of JV Agreement

SCHEDULE A -1

BIDDER'S PROFILE

The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and in case of a JV, by each JV member.

A. Bidder Profile

Particulars	Firm's Detail
Name of Firm / Consultant	
Office address	
Organization Chart	
Telephone	
Fax Number	
Email	
Contact Person	
Place of Incorporation / Registration	
Year of Incorporation / Registration	
Type of Organization	

B. JV Information (To be filled in by the JV)

- Name of JV: _____

S.No.	Name of Consortium Partners	Role on the assignment	Share in JV (%age)
1	<u>Lead Partner:</u>		
2	<u>Partner No.1:</u>		
3	<u>Partner No.2:</u>		

Note: The sharing ratio of the JV Member designated as the Technical Member, who must be registered with the PEC, shall not be less than twenty percent (20%) of the total JV share.

SCHEDULE A**PROJECT WORKS DATA**

(Please provide summarized Project understanding and details of proposed activities to be performed during the Project term. The bidder must ensure that the proposed activities meet all the requirements as specified in Part III- Scope of the Project & Technical Specifications.)

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

SCHEDULE B

WORK TO BE PERFORMED BY SUB-CONTRACTORS

The Bidder will undertake the whole of the Project Works, except the work listed below which he intends to subcontract in accordance with the terms and conditions of the Agreement and after approval of the Procuring Entity.

Items of Project Works to be Sub-contracted	Name and address of Sub-contractors	Statement of similar works/services previously executed (Attach Evidence)

Note:

1. *The Bidder may sub-contract with prior approval of Procuring Entity.*
2. *The Bidder shall be permitted to nominate up to a maximum of 3 (three) Sub-Contractors against each item of the Project Works.*
3. *No change of sub-contractors shall be made by the Bidder without prior approval of the Procuring Entity.*
4. *The bidder shall obtain a declaration from nominated sub-contractors for the proposed Project Works to be performed on respective letterheads.*
5. *The truthfulness and accuracy of the statement as to the experience of sub-contractors are guaranteed by the Bidder. The Procuring Entity's judgment shall be final as to the evaluation of the experience of sub-contractors submitted by the Bidder.*
6. *Statement of similar work/services shall include description, location & value of service, year completed and name & address of the Procuring Entity.*
7. *The Bidder shall be responsible for all actions, performances, works or services carried out by the sub-contractor (s).*
8. *Any liability arising out of the performance of the sub-contractor of any portion or part of the Project Works shall be deemed as liability of the Bidder.*

SCHEDULE C

PROPOSED PROGRAMME OF PROJECT WORKS

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he/ she proposes to complete the Project Works specified in the Technical Specifications and the Agreement. The programme should indicate the sequence of work items and the period of time during which he/she proposes to complete the Project Works including the activities such as performance of obligations under agreement.

No	Activities	Years							TOTAL TIME
		1	2	3	4	5	6	7	
A-1									
A-2									
.									
.									
.									
.									
.									
.									
.									
.									
.									
A-n									

Note: Additional sheets may be added. However, all additional sheets shall be signed and stamped by the Bidder.

SCHEDULE D

METHOD OF PERFORMING PROJECT WORKS

Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication

A description of the approach, methodology and business plan for performing the Project Works, as specified in Schedule A, including a detailed description of the proposed methodology and staffing for training, if the Technical Specifications specify training as a specific component of the Project Works.

{Suggested structure of your Technical Proposal (in FTP format):

A- Plan for execution of Project Works

- a) Technical Approach and Methodology
- b) Work Plan

A - a) Technical Approach and Methodology. {Please explain your understanding of the objectives of the Project as outlined in the Terms of Reference (TORs)/ Technical Specifications, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs/Technical Specifications in here.}

B- Quality of Business Plan

A - b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the Project, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs/Technical Specifications and ability to translate them into a feasible working plan. Work plan should include at a minimum the following activities:

- a. Understanding the Project
- b. Design & Construction Methodology & plan
 - Design criteria for architectural, structural, road works, water supply, drainage, street lighting, gas, electrical, telecommunications systems etc. with references of standard technical specifications, applicable code/practices, etc.)
 - Construction methodology, including details of any innovative construction techniques to be adopted ensuring quality construction at the requisite pace. Bidder shall be required to submit his cost breakdown including civil works, architectural works, roads, drainage, water supply, electro & mechanical installation, ancillary works, etc. quantities and rates).
- c. Detailed design (2D and 3D architectural layout plans of the apartments with indicative furnishing and the apartment building with elevations.)
- d. Master Plan (2D and 3D master plan of the Site with boundary indicating layout of apartment buildings and facilities for residents, safety and security features, transportation access outline, sewerage and water supply outline etc.)
- e. Work plan for development activities
- f. Performance standards for the proposed Project Works of the Project development and management
- g. Identification of risk in project implementation and mitigation plan
- h. Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff.} The Execution Schedule and human resource allocation including:

- Detailed Activity Schedule (Preferable if prepared in MS Project as Gantt Chart) including procurement and human resource allocation.
- Organizational structure at supervisory and arrangements to handle contractual obligations with Procuring Entity's representatives.
- Role and Responsibility of Project Team i.e. job descriptions of the Core team.
- Anticipated time required to arrange funding.
- Timing for the construction of building.
- Timetable within which Bidder would be able to close-out the Project.
- Transition plan.

B- Quality of Business Plan

The bidder shall submit a business plan comprising of Balance Sheet, Profit or Loss, Cash flow Statement, Project Cost, Sources of Project Funding, Project Investment Appraisal including NPV, IRR, Payback period etc. The business

- Sound basis of key commercial assumptions
- Reasonableness of estimated project costs for the land use proposed
- Reasonableness of estimated revenue rates

SCHEDULE E

CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____
2. **Name of Firm** [Insert name of firm proposing the staff]: _____
3. **Name of Staff** [Insert full name]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **CNIC No** (if Pakistani): _____ **or Passport No** (if foreigner): _____
6. **Education:**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** _____
8. **Other Training** [*Indicate significant training since degrees under item 6 "Education" were obtained*]:
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format below): dates of employment, name of employing organization, positions held.]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

--	--	--	--

11. Detailed Tasks Assigned as per Component of Evaluation

[List all tasks to be performed under this assignment with separate heading]

12. Work undertaken that best illustrates capability to handle the tasks assigned as per evaluation criteria

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

1) Name of assignment or project: _____

Year: .

Location: _____

Procuring Entity: _____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project: _____

Year: .
Location: _____
Procuring Entity: _____
Main project features: _____
Positions held: _____
Activities performed: _____
3) Name of assignment or project: _____
Year: .
Location: _____
Procuring Entity: _____
Main project features: _____
Positions held: _____
Activities performed: _____
[Add the project details and continue numbering (4, 5, ...) as many times as is required]

13. Certification:

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

_____ Date:_____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

SCHEDULE F

INTEGRITY PACT
(On Stamp Paper of Rs. 1,000)¹

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE BIDDERS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing, [name of 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 from GoP, except that which has been expressly declared pursuant hereto.

[Name of 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 subject project with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as

¹ To be attested by a notary public

aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of 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 from GoP. [Name of Bidder] understands that any corrupt business practice or giving of any kickback, commission, tip, bribe or gift shall result in termination of any contract signed with the GoP, blacklisting from any future award of contract, and recovery from [name of Bidder] of any damage or loss caused as a result of such termination.

For and on behalf of the [Name of Bidder]:

Name:

Designation:

Signature:

[Seal]

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE G

LETTER OF TECHNICAL PROPOSAL

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated _____ and issued by FBR (the "Procuring Entity") (the "Bidding Documents").

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _____ and _____] hereby declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including all addenda and schedules, issued in accordance with Instructions to Bidders (ITB);
- (b) We confirm that we have accepted all non-negotiable terms of the Concession as laid down in Clause 1.4 of the ITB;
- (c) We, including any sub-contractors or suppliers for any part of the Agreement, do not have any conflict of interest in accordance with Clause 2.6 of the ITB;
- (d) We are not participating as a Bidder in more than one bid as per the Bidding Documents;
- (e) Our firm, its affiliates or subsidiaries, including any sub-contractors or suppliers for any part of the Agreement, have not been declared ineligible by the Procuring Entity, the Government of Pakistan under the Procuring Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (f) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amounting to PKR (Enter Amount) drawn in your favor or made payable to you and valid for a period of 180 (one hundred and eighty) days. We confirm that the Bid Security has been issued and maintained in Pakistan Rupees by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan or a foreign bank outside Pakistan duly counter-guaranteed / confirmed by a scheduled bank (as per the State Bank of Pakistan requirements) in Pakistan;
- (g) Our Bid consisting of the Technical Proposal and the Bid Offer shall be valid for a period of 180 (one hundred and eighty) days from the date fixed for the Bid Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon

us and may be accepted at any time before the expiration of that period (as such period may be extended in accordance with the Bidding Documents);

- (h) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (i) We have reviewed and accepted the form of the Agreement as attached in Part II of the Bidding Documents and undertake to execute the same within the period specified in the Bidding Documents;
- (j) All partners of the JV shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof; and
- (k) We hereby declare that all the information and statements made in this Bid are true and accurate, and we accept that any misrepresentation contained in our Bid may lead to our

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

disqualification and forfeiture of the Bid Security.

[Seal]

SCHEDULE H**FORM OF BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto **FEDERAL BOARD OF REVENUE** (hereinafter called the '**Procuring Entity**') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Entity; and

WHEREAS, the Procuring Entity has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Entity, conditioned as under:

- (1) that Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Entity, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Entity after expiry of its validity or upon signing of the Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Entity pursuant to Clause 25.3 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Agreement with the said Procuring Entity in accordance with his Bid as accepted and furnish within fourteen (14) days from the date of issuance of the Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Entity for the faithful performance and proper fulfilment of the said Agreement or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Procuring Entity the said sum upon first written demand of the Procuring Entity (without cavil or argument) and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Entity by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Procuring Entity forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

FORM OF POWER OF ATTORNEY**POWER OF ATTORNEY (For Submission of Bids)
(On Stamp Paper of Rs. 1,000)²**

Know all men by these presents, We {name of the company/ entity and address of the registered office} intend to submit a bid for the "[--]" (the "**Bid**") and do hereby appoint and authorize Mr./Mrs. {full name and residential address} (vide authorization by the board/approving body of the company/entity dated ____) who is presently employed with us and holding the position of _____ as our attorney (the "**Attorney**"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Federal Board of Revenue (the "Procuring Entity")** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For and on behalf of: _____

(Signature)

(Name, Designation and Address)

Accepted by the Attorney:

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witness 1:

² To be attested by a notary public if executed in Pakistan. In addition, to be notarized by a notary public and attested by the relevant Pakistan Embassy/Consulate if executed outside Pakistan.

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE J

FORM OF POWER OF ATTORNEY**POWER OF ATTORNEY (In case of JV)
(On Stamp Paper of Rs. 1,000)³**

Know all men by these presents, We: [(i) {name of the company/ entity and address of the registered office}; (ii) {name of the company/ entity and address of the registered office}; and (iii) {name of the company/ entity and address of the registered office}]⁴ intend to submit a bid for the {assignment nature} as {legal status} _____ (the “**Bid**”) and do hereby appoint and authorize {name of the company/ entity and address of the registered office} as our attorney on behalf of the _____ (the “**Attorney**”), to do in the name of the _____ and on its behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Federal Board of Revenue (the “Procuring Entity”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

We hereby further authorize our Attorney to nominate and appoint a designated representative to undertake all the actions permitted by this Power of Attorney on our behalf.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

[For and on behalf of: _____

(Signature)
(Name, Designation and Address)

For and on behalf of: _____

(Signature)
(Name, Designation and Address)

For and on behalf of: _____

(Signature)
(Name, Designation and Address)]⁵

³ To be attested by a notary public

⁴ Fill as appropriate with respect to the number of JV Partners.

⁵ Fill as appropriate with respect to the number of JV Partners.

Accepted by the Attorney:

(Signature)

(Name and Address of the Attorney)

(Name and Designation of the signatory of the Attorney)

Date:

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE K

CHECKLIST

Reference	Bidding Document - Page Reference	Check	Page Ref.
ITB 15, 16, 18 and 20	<i>Bid Submission</i>		
	Bid Security enclosed with the Technical proposal	<input type="checkbox"/>	
	Bid is accompanied by the power of attorney authorizing a representative to sign the Bid (Schedule L)	<input type="checkbox"/>	
	Each page of the Bid is signed and stamped by the authorized representative	<input type="checkbox"/>	
	A copy of RFP is attached with each page duly signed and stamped by the authorized representative	<input type="checkbox"/>	
	One (1) original and Two (2) copies of Technical proposal along with one soft copy in CD/DVD/USB	<input type="checkbox"/>	
	One (1) original Bid Offer separately sealed	<input type="checkbox"/>	
	<i>Undertaking guaranteeing the acceptance of the Non-Negotiable terms of the Concession (Clause 1.4 of the ITB)</i>	<input type="checkbox"/>	
ITB 14.1	<i>Bid Validity</i>		
	One hundred and eighty (180) days from the date of opening of technical bids	<input type="checkbox"/>	
	<i>Constitutive Documents as Proof of Existence</i>		
	Detailed description of the entity (in case of JV; for all members) including:	<input type="checkbox"/>	
	• Legal Name;	<input type="checkbox"/>	
	• Complete head office, contact information, including mailing address, telephone number and an e-mail address;	<input type="checkbox"/>	
	• Certification of incorporation/ registration	<input type="checkbox"/>	
	• Memorandum of Association and Articles of Association/ Partnership Deed and amendments made therein till date of submission of bid.	<input type="checkbox"/>	
	• Foreign entities - Certified true copies of foreign constitutive documents. <i>(if applicable)</i>	<input type="checkbox"/>	
	A JV agreement duly executed by all partners of the JV <i>(if applicable)</i> (Schedule L)	<input type="checkbox"/>	
ITB 18 & 20 and Bidding Data Sheet	<i>Registration with Tax Authorities</i>		
	Local Entities: Valid NTN certificate, STRN or provincial sales tax registration certificate	<input type="checkbox"/>	
	Foreign Entities: Tax Certificate duly attested by Pakistani Consulate / Pakistan High Commission of respective country	<input type="checkbox"/>	
	Evidence of Active Taxpayer status	<input type="checkbox"/>	
	<i>Non-Blacklisting, No Conflict of Interest & Litigation History</i>		
	Affidavit on legal paper of PKR 100 duly notarized by the notary public stating the matters stated in the BDS. <i>(each member shall submit affidavit in case of JV)</i>	<input type="checkbox"/>	
	Ongoing litigation details, if any, of Bidder/JV Partners	<input type="checkbox"/>	
	<i>Financial Soundness</i>		
	Audited financial statements of immediately preceding five (5) financial years of Bidders/all JV Partners	<input type="checkbox"/>	
	<i>Minimum Experience</i>		
	Real Estate Development project profiles /service agreements to evidence minimum five (5) years of experience in Real Estate Development/ Infrastructure maintenance and operations.	<input type="checkbox"/>	
	<i>Human Resource/Key Experts</i>		
Proof of employment of Key Experts/ proof of commitment by the Key	<input type="checkbox"/>		

Reference	Bidding Document - Page Reference	Check	Page Ref.
	Experts		
Letter of Invitation	Tender Processing fee (non-refundable) of PKR 10,000/-	<input type="checkbox"/>	
Schedules & Forms			
<i>Schedule A-1</i>	<i>Bidder's Profile</i>	<input type="checkbox"/>	
<i>Schedule A</i>	<i>Project Works Data</i>	<input type="checkbox"/>	
<i>Schedule B</i>	<i>Work to be Performed by Sub-Contractors</i>	<input type="checkbox"/>	
<i>Schedule C</i>	<i>Proposed Programme of Project Works</i>	<input type="checkbox"/>	
<i>Schedule D</i>	<i>Method of Performing Project Works (Approach, Methodology & Business Plan/ Financial Model duly vetted by a qualified consultant)</i>	<input type="checkbox"/>	
	<i>Fully functional, non-restricted, dynamically linked Financial Model in Excel spread sheet form on a non-rewritable CD/DVD/USB.</i>		
<i>Schedule E</i>	<i>CVs of Proposed Professional Staff along with proof of employment by Bidder/undertaking by Key expert to remain available for the Project</i>	<input type="checkbox"/>	
<i>Schedule F</i>	<i>Integrity Pact on legal paper (PKR 1,000)</i>	<input type="checkbox"/>	
<i>Schedule G</i>	<i>Letter of Technical Proposal</i>	<input type="checkbox"/>	
<i>Schedule H</i>	<i>Bid Security of PKR 10 Million</i>	<input type="checkbox"/>	
<i>Schedule I</i>	<i>Power of Attorney on legal paper (PKR 100)</i>	<input type="checkbox"/>	
<i>Schedule J</i>	<i>Power of Attorney- JV on legal paper (PKR (1,000) (if applicable)</i>	<input type="checkbox"/>	
<i>Schedule L</i>	<i>JV Agreement duly executed by all partners of the JV (if applicable)</i>	<input type="checkbox"/>	
PART-IV	<i>Letter of Bid Offer</i>	<input type="checkbox"/>	
PART-IV	<i>Form of Bid Offer</i>	<input type="checkbox"/>	

Any other information attached, which has been sought in the BDS, please specify:

- _____
- _____
- _____

SCHEDULE L

JOINT VENTURE AGREEMENT

CONDITIONS AND TERMS

[To be executed on Rs. 1,200/- stamp paper]

THIS JOINT VENTURE AGREEMENT (hereinafter called the "Agreement") made and entered into this day of the month of 20__ by and among:

A. PRINCIPAL MEMBERS (local and foreign) comprising:

1. [Name and address of the Lead Local Partner firm] (hereinafter called "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Lead Partner";
2. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Local Member';
3. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Foreign Member'; and
4. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Principal Foreign Member".

B. ASSOCIATE MEMBERS (local and foreign):

1. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".
2. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

(all the above local and foreign members for the purpose of this Agreement hereinafter individually called the "Member" and collectively called the "Members")

WHEREAS

- (a) the Procuring Entity (as defined hereunder) intends to appoint /has appointed the Bidder for providing Project Works comprising of Construction and O&M of Residential Apartments on FBR land situated in Lahore; hereinafter called the "Project"; and
- (b) the Members have agreed to join hands in the form of a Joint Venture to provide the said Project Works.

NOW THEREFORE, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Procuring Entity" means the person, firm, company or body named in [Schedule 1] and none other, except its legal successors and permitted assigns;
- 1.1.2 "Country" means the country named in [Schedule 1] where the Project is located;
- 1.1.3 "Day" means working day, and "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.4 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.5 "Invitation" means the invitation of the Procuring Entity to a Member or Members to submit a Bid for the execution of Project Works for the Project;
- 1.1.6 "Joint Venture" means the joint venture formed between the Members in accordance with this Agreement;
- 1.1.7 Joint Venture Agreement, hereinafter referred to as "this Agreement", comprises the document entitled Conditions and Terms together with Schedules 1 to 4 attached there to and such other documents as may be specified in [Schedule 1] to form part of this Agreement;
- 1.1.8 "Lead Partner" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Joint Venture's Representative for liaison with the Procuring Entity and, unless otherwise agreed by the Members, the Project Manager for execution of the Project Works;
- 1.1.9 "Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;

- 1.1.10 "Project" means the undertaking Project Works named in [Schedule II] in connection with which the Procuring Entity intends or has commenced to proceed and requires professional services;
- 1.1.11 "Bid" means the Bid to be prepared and submitted by the Joint Venture in response to the Invitation;
- 1.1.12 "Project Works" means all the works and services to be performed by the Joint Venture in accordance with the Bid, any Terms of Reference or the Agreement, as the case may be;
- 1.1.13 "Agreement" means the Agreement for Construction & O&M of residential apartments on FBR land situated in Lahore to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document; and

1.2 Interpretation

- 1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- 1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation.
- 1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this Agreement and not to those in any other document attached or incorporated by them.

2. JOINT VENTURE

- 2.1 The Members hereby establish a joint venture being an unincorporated association under the name of [name of joint venture] or such other name as the Members shall unanimously agree from time to time (hereinafter called the "Joint Venture") for the purposes of:
- preparing and submitting the Bid to the Procuring Entity [Remove if not applicable];
 - providing any further information, the Procuring Entity may require or negotiating with the Procuring Entity on any matters requiring negotiation in connection with the Bid;
 - entering into the Agreement with the Procuring Entity, if the Bid is accepted; and
 - performing all the Project Works to be undertaken for the Project by the Joint Venture under the Agreement.
- 2.2 The Members hereby appoint the Lead Partner and, pursuant to Sub-Clause 3.6, the representative of the Joint Venture, and confirm the addresses of the Joint Venture and the addresses of the Members respectively, as stated in [Schedule 1].

2.3 The profits and losses of the JV shall be allocated and shared by the Parties in the following proportions:

[Party Name 1]: [Percentage]

[Party Name 2]: [Percentage]

[Party Name n]: [Percentage]

Total: 100%

2.3 Unless otherwise agreed in writing by the Members, this Agreement shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Procuring Entity (such change to be notified to the Procuring Entity and his acceptance obtained).

2.4 If the JV is un-registered, the Parties shall get the JV registered as Special Purpose Vehicle (SPV) containing all the partners of JV within 1 months from the date of Letter of Intent. The SPV should include all JV members who have submitted the Bid. No change in the JV members shall be allowed without prior consent of the Procuring Entity.

3. **BID SUBMISSION**

3.1 The Members shall make all reasonable endeavors to obtain from the Procuring Entity the award of the Project Works in accordance with the conditions of the Invitation or such conditions as may subsequently be agreed between the Procuring Entity and the Joint Venture.

3.2 The preparation and submission of the Bid shall be undertaken jointly by the Members. The Lead Partner shall co-ordinate the preparation of the Bid and its submission to the Procuring Entity. The Members shall cooperate with the Lead Partner. The Members shall perform with all reasonable skill, care and diligence their respective functions until the award of the Agreement to the Joint Venture and signing of the Agreement or until the provisions of Sub-Clauses 16.1 and 16.3 have been satisfied.

3.3 Once the Bid has been submitted to the Procuring Entity, no changes may be made or additional information or explanations given without the consent of all the Members until the Agreement is effective.

3.4 The Members shall enter into the Agreement, if it is awarded to the Joint Venture, in accordance with the Bid, or the Bid as amended, subsequent to its submission, by agreement between the Procuring Entity and the Joint Venture.

3.5 Upon the execution of this Agreement, each of the Members shall grant a Power of Attorney in favor of a person nominated by it as its Representative, as designated in [Schedule 1]. The Representatives of each Member will constitute the Policy Committee of the Joint Venture. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Bid and the

Concession Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.

- 3.6 The Representative of the Lead Partner shall be the representative of the Joint Venture for the purpose of correspondence and discussion with the Procuring Entity on matters involving the interpretation of the Agreement and alterations to its terms and to the Project Works to be performed.

4. PERFORMANCE OF THE WORK

- 4.1 The work to be performed under the Agreement shall be carried out in accordance with the terms and conditions of the Agreement and this Agreement. In the event of any inconsistency between the terms of the Agreement and this Agreement regarding the performance of the work, the Agreement shall prevail, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.2 Each Member shall be responsible for fulfilling the obligations prescribed in [Schedule 3] in accordance with the terms of the Agreement to the satisfaction of the Procuring Entity, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.3 The apportionment of the Joint Venture's obligations between the Members in accordance with [Schedule 3] can be amended by agreement between the Members, subject to the consent of the Procuring Entity if required by the Agreement.
- 4.4 Any alterations or additions to the Project Works to be carried out under the Agreement shall be made only with the consent or on the instructions of the Procuring Entity in accordance with the Agreement. Responsibility for carrying out additional obligations shall be as agreed between the Members, subject to the consent of the Procuring Entity if required by the Agreement.

5. LANGUAGE AND LAW

- 5.1 The following shall be stated in [Schedule 1]:
- the language in which this Agreement shall be written and interpreted; and
 - the country or state, the law of which shall apply to this Agreement.

6. EXCLUSIVITY

- 6.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Project, other than as a Member of the Joint Venture and in accordance with the terms and conditions of this Agreement. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. EXECUTIVE AUTHORITY

- 7.1 No Member shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Member unless such authority is expressed in writing by the Members jointly in regard to the Joint Venture, or by a Member individually in regard to the (other) Member.
- 7.2 From the date of this Agreement until the award of the Agreement to the Joint Venture or until this Agreement shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:
- for the purpose of submitting the Bid, the respective responsibilities and obligations to be undertaken by the Members under the Agreement, subject to the conditions of the Invitation;
 - for the purpose of submitting the Bid, the prices and terms and conditions of payment comprised in the Bid as applicable to the Joint Venture generally, and to the Members separately, subject to the conditions of the Invitation; and
 - any communication to, or response to communication from, the Procuring Entity either written or oral and any commitment of any kind to the Procuring Entity or any other party in connection with the Bid.
- 7.3 From the date of the award of the Agreement to the Joint Venture, decisions on the policies of the Joint Venture shall be vested in a Policy Committee comprising the Representative of each of the Members specified in accordance with Sub-Clause 3.5.
- 7.4 Each Member shall provide notice of its Representative on the Policy Committee and shall give prior notice of any change in such appointment (s), temporary or otherwise, as may occur from time to time.
- 7.5 The representative of the Lead Partner on the Policy Committee shall be the Chairman of the Committee. The Chairman shall ordinarily convene the meetings of the Committee and may invite others whom he wishes to attend, in order to inform or advise the Representatives, or to record the proceedings of the Committee. The minimum frequency of Policy Committee meetings shall be as mentioned in the [Schedule 1].
- 7.6 In the event of there being disagreement between members of the Policy Committee on matters not otherwise prescribed in this Agreement the Chairman shall be entitled to use a casting vote.
- 7.7 Meetings of the Policy Committee shall take place at least as frequently as prescribed in [Schedule 1], unless otherwise agreed by the Members. A Member may convene a meeting of the Committee at any time by giving at least fourteen days' notice in writing to the Members.
- 7.8 Minutes shall be kept, in the language named in [Schedule 1], of all meetings of the Policy Committee and copies of all such minutes shall be circulated to the Members.

- 7.9 The Members respectively agree to act (and agree that their respective representatives on the Policy Committee shall act) at all times in the best interests of the Joint Venture in taking any actions relating to the Project and shall use all reasonable endeavors to settle any disputes arising between them in connection with the Joint Venture.
- 7.10 Each Member shall appoint a Local Representative in each locality where that Member is to work. The Local Representative of a Member shall be responsible for the obligations to be undertaken by it in the said locality and for performance of its responsibilities in that locality under this Agreement.
- 7.11 Each Member shall notify the other of its Local Representative and responsibilities assigned to him and shall give prior notice of any change in such appointment (s) or assignment (s) of responsibilities as may occur from time to time.
- 7.12 A Project Manager shall be appointed. Unless otherwise agreed by the Members, the Lead Partner shall appoint him and will be entitled to subsequently remove him from that position and appoint a replacement.
- 7.13 The Project Manager shall manage and supervise the performance of the work under the Agreement in accordance with the directions of the Policy Committee, and shall report to the Policy Committee on the performance and progress of the work as and when required by that Committee.
- 7.14 The Local Representatives shall work under the direction of the Project Manager.

8. DOCUMENTS

- 8.1 All documents produced by a Member or the Members in connection with the Project which are made available to persons other than the Members shall bear the name of the Joint Venture.
- 8.2 All documents prepared by either of the Members in connection with the performance of work under the Agreement, and which are submitted to the Procuring Entity or are to be made available to third parties, shall be signed by the Project Manager, unless they concern the interpretation of the Agreement or alteration to its terms or Project Works to be performed.
- 8.3 Each Member shall have unrestricted access to any work carried out by the Members in connection with the Project.
- 8.4 Copies of all documents submitted to the Procuring Entity by or on behalf of the Joint Venture by a Member shall be circulated to the Members as soon as reasonably practicable following such submission.
- 8.5 During the period of this Agreement and after the termination of the Agreement without limit in point of time, no Member shall disclose to any person any information which it obtains through its participation in the Joint Venture (and

shall ensure that its employees shall observe such restrictions) unless the said information:

- becomes public knowledge;
- must be disclosed for the proper performance of the Project Works; or
- is published with the approval of the Joint Venture and, when required under the Agreement, of the Procuring Entity.
- No Member shall utilize photographs, or other data describing the Project, in promoting its own business, without the approval of the other Member(s).

8.6 Except as may be otherwise provided under the Agreement, the copyright in documents produced by a particular Member in connection with the Project is granted to the Members and each Member hereby licenses the Members to use and reproduce documents produced by it.

8.7 Except as provided in Sub-Clause 8.6, each Member shall indemnify the Members against all claims, liabilities, damages, costs and expenses sustained as a result of reusing the designs, drawings and other documents produced for the Project on other projects.

9. PERSONNEL

9.1 Each Member shall assign a sufficient number of its employees to the Project so that the provisions of this Agreement are complied with and the Project Works are carried out in accordance with the Agreement. Unless specifically agreed otherwise, the Joint Venture shall have no employees of its own.

9.2 Each Member shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.

9.3 Notwithstanding the foregoing provisions of this Clause, each Member may allow; any person, firm or corporation over which it exercises management control; to fulfill any of the obligations for which it is responsible under this Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Member.

9.4 Each Member shall be entitled to invite, subject to the approval of the Procuring Entity (if required) and to the agreement of the Members, sub-consultants to carry out any of that Member's obligations, provided that in such circumstances the control of and responsibility for undertaking those obligations shall at all times remain vested in the Member in question.

9.5 The engagement of sub-consultants by the Joint Venture shall be subject to the provisions of Clause 7.

10. ASSIGNMENT AND THIRD PARTIES

10.1 No Member shall sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this Agreement, or its interests in any sums payable by the Procuring Entity other than by a change in favor of its bankers of any monies

due or to become due under the Agreement, without the prior written consent of the Members.

- 10.2 This Agreement is exclusively for the benefit of the Members and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

11. SEVERABILITY

- 11.1 If any part of any provision of this Agreement is found by an arbitrator or Court or other competent authority to be void or unenforceable, such part of the provision shall be deemed to be deleted from this Agreement and the remainder of such provision and the remaining provisions of this Agreement shall continue to be in full force and effect.

- 11.2 Notwithstanding the foregoing, the Members shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the part of the provision found to be void or unenforceable.

12. MEMBER IN DEFAULT

- 12.1 In the event of insolvency of a Member, the other Member [or remaining Member (s) of rest of JV] is hereby irrevocably constituted and appointed to act for it in all matters affecting performance of this Agreement.

- 12.2 A Member that delays or fails to fulfill its obligations in whole or in part under this Agreement shall be deemed in default and shall indemnify the other Member (s) in respect of the consequences.

- 12.3 A notice in writing from the Procuring Entity that the performance of obligations under the Agreement is unsatisfactory or that the continued involvement of a Member is no longer required in whole or in part shall for the purposes of this Clause mean that the Member concerned is in default unless otherwise agreed by the other Member(s).

- 12.4 If the default of a Member shall be such that the Member in question shall be substantially in breach of its obligations hereunder, the other Member(s) shall be entitled to reassign the work concerned.

- 12.5 Any actions taken by the other Member against the defaulting Member pursuant to the preceding Sub-Clauses of hereof shall be without prejudice to any rights to which he may be entitled at law against the defaulting Member.

- 12.6 If a reassignment of work under the Agreement is made in accordance with this Clause, the defaulting Member shall not obstruct the Member who undertakes the reassigned work and shall provide him with access to all documents and information necessary for its proper performance.

- 12.7 Any sums received by the Joint Venture in payment for the defaulting Member's obligations already undertaken shall be used to compensate any loss or damage resulting from the default of that Member. The defaulting Member shall remain

responsible for providing guarantees and bonds relevant to the obligations allocated to that Member prior to such reassignment until the completion of the Project Works.

12.8 If all of the defaulting Member's obligations are reassigned in accordance with this Clause, the other Member(s) shall be entitled to and shall:

- carry on and complete the performance of the Agreement without the participation of the defaulting Member, its successors, receivers or other legal representatives and continue to act in accordance with the terms of this Agreement (as amended to take account of the non-participation of the defaulting Member); and
- retain for the performance of the Agreement all equipment and materials purchased therefor and all assets owned by the Joint Venture at the time of the default by the defaulting Member until the completion of the Project Works. The defaulting Member, its successors, receivers or other legal representatives shall execute and do all deeds, documents and things necessary to enable the said equipment and materials to continue to be so used and to enable the Joint Venture to continue without involvement of the defaulting Member.

12.9 Upon completion or earlier termination of the Agreement and receipt of all amounts due thereunder, the remaining Member(s) shall account to the Member in default which shall be entitled to receive an amount equal to any sums provided by the defaulting Member towards any general funds which shall not previously have been expended, plus such Member's share of any funds of the Joint Venture due to it, reduced by any losses or damage occasioned by its default.

12.10 In the event that the share of the losses chargeable to the defaulting Member exceeds any sums provided by the defaulting Member to any general funds and the share of any funds of the Joint Venture due to it in accordance with the terms of this Agreement, the defaulting Member shall promptly pay the excess to the remaining Member(s).

13. DURATION OF THE AGREEMENT

13.1 If it has been jointly established by the Members that the Bid will not be accepted by the Procuring Entity or if it has not been accepted by the Procuring Entity within the period allowed for acceptance in accordance with the Bid or any extension of that period subsequently agreed between the Procuring Entity and the Joint Venture, this Agreement shall thereupon terminate forthwith.

13.2 If the Bid is accepted by the Procuring Entity, this Agreement shall continue to have full force and effect and shall continue the same when the Agreement is entered into with the Procuring Entity, until confirmation has been received from the Procuring Entity that the Project Works have been completed, or the Agreement has been terminated, and all accounts relating to the Project Works between the Joint Venture, the Procuring Entity and third parties and between the Members are acknowledged as settled.

13.3 Provided that the terms of this Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. LIABILITY

14.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member (s) against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

14.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the remaining Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by arbitration in accordance with Clause 19.

15. INSURANCE

15.1 Unless otherwise agreed by the members, each Member individually shall make all reasonable efforts to maintain insurance coverage in the amounts stated in [Schedule 2] as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

15.2 Each Member shall make all reasonable efforts to maintain insurance cover in the amounts stated in [Schedule 2] for public/third party liability insurance and any other insurances necessary to comply with the Agreement.

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATION

16.1 Each Member shall be reimbursed the costs and expenses incurred by it in connection with the promotion, preparation, negotiation and submission of the Bid, as per actual expenses or as prescribed in [Schedule 4].

16.2 If [Schedule 4] does not prescribe the reimbursement of promotional costs and expenses each Member shall bear the costs and expenses which it incurs.

16.3 All payments to the Members shall be made in accordance with [Schedule 4] and the financial policy of the Joint Venture is as set out in that Schedule.

17. FINANCIAL ADMINISTRATION AND ACCOUNTING

17.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affairs; where relevant, and for accounting accordingly to the relevant authorities.

17.2 The Lead Partner shall be responsible for provision of Financial Administration Services as set out in [Schedule 2].

18. GUARANTEES AND BONDS

18.1 Unless otherwise agreed by the Members, the Members severally shall provide guarantees and bonds in proportion to their respective shares in the Project Works sufficient for the total of guarantees and bonds required of the Joint Venture by the Procuring Entity. The Members severally shall be responsible for administration and extensions, if required, of the guarantees and bonds they have provided.

19. ARBITRATION

19.1 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Procurement Rules stipulated in [Schedule 1]. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

19.2 Judgment upon the award rendered in any arbitration proceedings may be entered in any court having jurisdiction by any of the Members or application may be made to such court for, a judicial acceptance of the award and an order for enforcement (as the case may be).

20. NOTICES

20.1 Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in [Schedule 1]. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.

20.2 The official address of the Joint Venture to be included on all documentation signed in the name of the Joint Venture shall be as designated in [Schedule 1] hereto or such other address as shall be agreed from time to time by the Members, subject to the requirements of the Agreement.

21. SOLE AGREEMENT AND VARIATION

21.1 This Agreement is as specified in Sub-Clause 1.1.7 and is the sole agreement between the Members and supersedes any previous agreements between them relating to the matters referred to herein. Variations and addenda may be made to this Agreement, including the admission of new Members to the Joint Venture, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member(s) to be in default pursuant to Clause 12 his agreement and signature is not required.

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of

[Name of the Lead Partner firm]

Name of Authorized Representative: _____

Designation: _____

Date: _____

Seal: _____

2. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

3. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

4. For and on behalf of

[Name of the Member firm]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

5. For and on behalf of

[Name of Associate Member]

Name of Authorized Representative _____

Designation _____

Date: _____

Seal _____

JOINT VENTURE AGREEMENT DATA SHEET

[Instructions are provided, as needed, in italics.]

Clause Reference**1.1.1 NAME AND ADDRESS OF THE PROCURING ENTITY:**

[Insert name and address of the Procuring Entity.]

1.1.2 COUNTRY:

[Insert the name of Country where the project is located.]

1.1.10 PROJECT BRIEF:

[Insert project name and brief description.]

2.2, 3.5 LEAD MEMBER, REPRESENTATIVE OF JOINT VENTURE AND MEMBERS OF JOINT VENTURE:

3.6& 20 *[Insert the name and Address of Joint Venture]*

[Insert the name and address of Lead Member.]

[Insert the name and address of Representative of Lead Member/ Joint Venture.]

[Insert the names and addresses of all the JV Members.]

5.1 LANGUAGE AND LAW:

The joint Venture Agreement shall be written and interpreted in English Language

The Law of Islamic Republic of Pakistan shall apply to this Agreement.

7.5 MINIMUM FREQUENCY OF POLICY COMMITTEE MEETINGS:

[Insert the minimum frequency of Policy Committee Meetings keeping in view the Project size and complexity.]

19.1 RULE OF ARBITRATION:

[Insert the rule of Arbitration which shall apply to the Joint Venture Agreement]

INSURANCE POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

15 INSURANCES:

15.1 *[Amounts to be inserted hereunder for each member to maintain the insurance cover as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement]*

Name of Member Amount against Insurance Coverage

15.2 *[Amounts to be inserted hereunder for each member to maintain the insurance cover for public/third party liability insurance and any other insurances necessary to comply with the Agreement]*

Name of Member Amount against Insurance Coverage

OBLIGATION BETWEEN THE MEMBERS (AS PROVIDED IN SCHEDULE 1)

[Instructions are provided, as needed, in italics.]

Clause Reference

4 PERFORMANCE OF THE WORKS**A. Pre-Award Stage**

[Describe the obligations of each Member for pre-award stage]

B. Post -Award Stage

[Describe the obligations of each Member for post-award stage in accordance with the terms of the Agreement to the satisfaction of the Procuring Entity]

FINANCIAL POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATIONS

A. Pre-Award Stage

16.1

&

16.2 Estimated/Notional Expenses

[Insert estimated/notional expenses incurred for promotion and preparation of Bid as hereunder]

Name of Member Estimated/Notional Expenses

B. Post -Award Stage

16.3 Financial Policy of JV

[Financial policy of the Joint Venture to be as set out]

17.2 FINANCIAL ADMINISTRATION SERVICES:

[Financial Administration Services to be set out by the Lead Partner]

PART- II – DRAFT AGREEMENT

PART- III- SCOPE OF THE PROJECT & TECHNICAL SPECIFICATIONS

Disclaimer: All the information provided in this section relating to facilities, area, and related details is based on facts as existed at the time of collecting such information. The successful Bidder is to survey and update such information at the time of signing of agreement.

A. Scope of the Project

The Federal Board of Revenue (Formerly known as Central Board of Revenue) was established on April 01, 1924, by the Central Board of Revenue Act, 1924. In 1944, it became part of the Ministry of Finance's Revenue Division. After independence, it operated as an attached department of the Ministry of Finance until August 31, 1960, following the recommendations of the Administrative Re-organization Committee. At that point, it was renamed the Federal Board of Revenue (FBR).

Federal Board of Revenue is a federal law enforcement agency of Pakistan that administer fiscal policies, collect tax revenue, make regulations regarding collection of tax. investigates tax crimes, suspicious accumulation of wealth, money-laundering and act as quasi-judicial deciding taxation cases and appeals.

Federal Board of Revenue (FBR) of Pakistan has a portfolio of real estate properties, both undeveloped and developed, all over the country. It plans to bring its undeveloped property located in Lahore to active use for residential or mixed purposes in the form of Public-Private Partnerships. The property under consideration is as follows:

City	Area	Location	Proposed Use/Project
Lahore	13 kanal	Plot B-1 Inland Revenue Officers' Colony adjacent to MM Alam Road	Mixed-use (Residential cum Commercial) Building

a) OBJECTIVES:

FBR seeks following objectives through this Bidding:

- Enter into a long-term partnership with a highly-qualified and financially-strong Real Estate Developer to design, build and finance the Proposed project and additional amenities in Public Private Partnership mode on the property owned by FBR;
- The project shall be operated under concession for 25 years in order to cover life-cycle costs, earn project revenues from the Project, and earn an acceptable return on investment;
- Identify a long-term partner that will maintain the high standards for projects, community relations, management and maintenance of the property;
- Incorporate environmentally sustainable operating and maintenance practices; and
- The Projects shall be transferred back to FBR without any condition at the end of concession period.

b) SITE ANALYSIS

The analysis of proposed site in Lahore is as under:

The 13 kanal plot is located in a dense neighborhood. To the north is Spice Bazar restaurant, and Tipu Road connects the site to M.M. Alam Road in the West. The neighborhood is home to a mix of residential and commercial properties, including offices Tranzum Courier Service (TCS), Gas & Oil Pakistan Limited, malls, and brands' outlets. Guru Mangat Road,

which runs through the east of the site, also connects it to a densely populated area with residential houses, shops, and educational institutions



c) DETAILED SCOPE OF PROJECT

The Property is currently under the management and control of the Federal Board of Revenue (FBR). FBR intends to invite Bidders to invest in the Project to develop, design, finance and construct the multistory residential apartments building on land and operate and maintain the Project Assets for a period of 25 years (the, "Concession Period") in accordance with the terms of the RFP and the Concession Agreement.

The Project will have following components:

- Commercial Close;
- Financial Close;
- Design & Construction Phase
- Operations and Management Phase
- Handback

B. Commercial Close

FBR will issue a Letter of Intent (LOI) to negotiate the final Concession Agreement terms with the Successful Bidder. FBR may request revised bids based on its needs. Upon meeting these requirements, the Successful Bidder will receive a Letter of Support (LOS). Finally, the SPV formed by the Concessionaire will sign the Concession Agreement with FBR.

C. Financial Close

The Concessionaire will have to achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep FBR well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of FBR upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

D. Design & Construction Phase

Design Phase

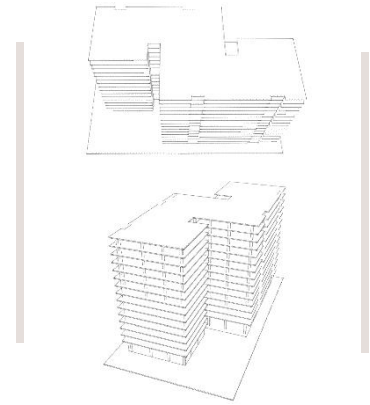
Under the Design phase, the following activities will be undertaken by the Successful Bidder:

- The Concessionaire should prepare design and layout of the Project in accordance with the building height restrictions, the design preferences, and other requirements laid down in the LDA Building Regulations.
- Prepare detailed design and seek approval of FBR before initiation of Construction work.

Apartments Design Requirements

- The following are the envisaged building specifications as per the LDA Building By-laws:

Site Area – SFT	61,364
FAR	1:8
No. Floors	G+14+Service Floor
Commercial Area	Ground Floor
Height	200'
Max Coverage	65%
Parking	1 Spot per 1200 SFT
Front Set Back	30'
Side Set Back	13'
Back Set Back	13'



- The Concessionaire shall be responsible to undertake his own due-diligence and prepare design as per applicable prevalent bye-laws. The Concessionaire shall ensure maximum utilization of the Project covered area in accordance with the applicable standards and bye-laws.
- The Apartments shall be of the following types (No. of beds) and in the following proportion:

Type	Size (SFT)	Proportion
1 Bed	700-850	20%
2 Bed	1200-1400	30%
3 Bed	2200-2500	50%

- The Concessionaire shall be wholly responsible for the Design, Layout Plan, Construction and Development and Financing the construction, commissioning, maintenance and operations of the Project till expiry of the concession period. The Concessionaire shall through Independent Engineer and where required through Independent Auditor shall provide all data, designs, construction designs and milestones shall provide to the FBR for approval (which approval shall not obligate the FBR to incur any Projects risks).
- The construction of the multistory building shall adhere to technical specifications to ensure its safety, durability, and functionality. The foundation will be designed based on a geo-technical report, employing either shallow or deep foundation methods, with adequate bearing capacity to support the structure. The building will have a robust roofing system with proper insulation and drainage provisions. Electrical, plumbing,

and HVAC systems will be designed based on load calculations and energy-efficient principles.

- Additionally, the Building shall be built on green/ smart basis, it involves a sustainable and environmentally conscious approach to construction. It entails incorporating eco-friendly design principles, materials, and technologies to minimize its impact on the environment. Key aspects of green building practices include energy efficiency, water conservation, use of renewable resources, and waste reduction. Efficient insulation, solar panels, and energy-efficient appliances contribute to lower energy consumption, while rainwater harvesting and water recycling systems help conserve water resources. Additionally, the selection of locally sourced, recycled, or low-emission building materials further reduces the building's carbon footprint.
- Design of the building to ensure the security of the residents and staff. Design underground parking areas to maximize building and occupant security.
- Quality assurance measures, compliance with local building codes and regulations, and adherence to health and safety protocols will be strictly enforced throughout the project.
- In designing the water supply system, following must be ensured:
 - Design is based on minimum 50 years life period that caters to a mean population of seven (7) people per apartment and gives special attention to water conservancy
 - Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping
 - Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.
 - Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
 - Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
 - Water is available for fire fighting

- Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)
- In designing the sewerage and drainage system, following requirements shall be ensured:
 - Drainage and sewerage systems are maintained independently
 - At least eighty-five (85) percent of water supply is considered as sewage
 - Level of sewage effluent is reduced to an acceptable level as per prevailing standards using adequately sized septic tanks (supported by calculations)
 - Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection.
 - Sewerage system provides external disposal by terminating at the trunk sewer
 - Storm water is captured from rooftops and diverted to drainage system
 - Drainage system is designed on a 10 year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for re-absorption
 - Sewerage and drainage components are designed as per LDA/TEPA/WASA design criteria, or in the absence of such, international standards (with reference).

a) Utilities

- In designing the electricity and lighting network, following shall ensure that:
 - Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
 - Electricity network is underground, conforms to LESCO standards, and connects to a grid station
 - Gas network is underground, conforms to SNGPL standards, and connects to the gas mains
 - Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, parking areas, footpaths, boundary walls, etc.
 - Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas;
 - All lights are energy efficient

b) Additional Considerations for FBR Reserved Apartments

Apartments reserved for FBR shall be unfurnished and in accordance with the specifications prescribed under Rule 8 of Accommodation Allocation Rules, 2002.

Construction Standards

a) General Requirements

Successful Bidder shall be required to carry out following activities under this phase:

- Provide building materials and finishes that are durable and require low maintenance. Building material including concrete, bricks, glass, metal, cast iron, steel, uPVC and other fibers should meet the high quality standards.
- Provide a building that is spatially efficient and designed to maximize the ratio of residential areas to amenities, support, circulation and service areas. Standardize unit types, kitchen and bathroom layouts within a project as much as possible. Co-ordinate and plan for amenity and support service spaces to maximize efficiency of circulation for both tenants and staff. The amenities should be located centrally and grouped for efficiency and to encourage social interaction.
- The Developer should validate the vertical and horizontal load-bearing of the building.
- MEP systems include the following:
 - Elevators
 - Lighting
 - Telecommunications Infrastructure
 - Heating, Ventilation and Air Conditioning (HVAC)
 - Fire Protection
 - Water Supply & Management
 - Waste Disposal Systems
- Built-in lighting should be ensured in kitchens, bathrooms, rooms and corridors and in the form of hanging pendants in dining rooms.
- Incorporate environmentally sustainable operating and maintenance practices by using BIM (Building Information Modelling), ensure compliance with Green Features / Green Building concepts/guidelines and propose smart building and automation concept.
- Visual appeal of the building's exterior should be ensured through design work and by selecting the right materials.
- Building should have common areas consisting of:
 - Indoor amenity spaces for residents use
 - Administration and Program Support Services for administrative and support staff use
 - Service Areas for maintenance and building services and storage
 - Circulation and Access in the building
 - Outdoor Spaces for recreation and services
- Ensure that the mechanical and electrical rooms are located as close as possible to the entry point for utilities. Locate for efficient distribution, including space and access for servicing.

- A comprehensive site water management strategy should be developed by the Concessionaire at an early stage. Erosion control, and storm water management should be addressed. Investigate measures such as previous paving, rain gardens, bio swales, storm water retention and storm water treatment.
- Demolitions shall be performed in an orderly manner and the Concessionaire shall take all necessary precautions and expedients to prevent damages to the adjacent structures. Explosives shall not be used to remove or demolish the Plain and Reinforced Cement Concrete Structures unless otherwise directed by the Engineer.
- The Concessionaire shall take sufficient steps/ actions/ measures for the safety of the adjoining building and shall be sole responsible for any damage to the existing superstructures and substructures caused due to demolition. FBR shall not be responsible for any misshape due to poor execution.
- Existing utility lines that are visible or the locations of which are made known to the Concessionaire prior to demolition and that are to be retained, as well as utility lines constructed during dismantling if damaged, shall be repaired by the Concessionaire at his own expense.
- All materials resulting from Demolition shall be disposed off out of Municipal limits along the most direct route from the boundary of the project and/or as directed by the Project Engineer.

b) Apartments

Construction of committed number of apartments in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master or Sonex made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation
- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster
- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of ½" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1½" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1¼" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1½"×3/8" (40mm×10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1½"×1½"×¼", welded (40 mm×40

mmx 6mm) with M.S. flat 2"x¼" (50mm x 6mm) and finished with paint/polish of approved make

- External main door is 1½" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1½"x3/8" (40mm x 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both sides and fingerplate complete in all respect, and finished with polish of approved make
- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe
- Apartments reserved for market/leasing to commercial third parties shall be furnished.

c) Kitchen

- 12"x12" Master or Sonex made porcelain tiles or equivalent on floors
- Glazed tiles on walls up to five (5) feet
- Vin board cabinet ¾" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
- Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
- Suigas and electricity point for countertop stove
- Exhaust fan

d) Bathroom

- 8"x12" glazed tiles on floor
- Glazed tiles on walls up to five (5) feet
- WC, washbasin and shower
- Toilet paper holder, soap dish, towel rail, mirror
- Exhaust fan
- Door with stainless steel plate of appropriate thickness fixed on inside.
- All sanitary fittings and sanitary ware made by Sonex, Master or equivalent
- UPVC pipes for internal water supply & sewerage made by Dadex or equivalent
- Toilet and kitchen water supply line will be provided with independent main control valve for isolation and maintenance, and shall have separate piping for hot and cold water with point provision for user installed geyser (gas and/or electrical)
- GI pipes for gas made by IIL, Jamal or equivalent
- Wires of Pakistan Cables or equivalent in PVC pipes installed with sockets, switches and distribution boxes having adequate protection circuits
- All fittings for internal utilities pertaining to electricity, sui-gas and water concealed using all materials like pipes, joints, etc. according to the specifications of respective Government Agency, or in the case of prefabricated walls, any other equivalent arrangement

- Stairs with adequate safety features (railing, etc.) and finishing (mosaic steps, distempred soffit, etc.)

e) Structural Performance Standards

- The work shall conform to the best practices and requirements of all applicable codes and standards, including, but not limited to the following:

Particulars	Components	Standard Benchmark
Building Structure		
Composite Structure Steel & RC	General Seismic Design	Building Code of Pakistan (Seismic Provisions) - Pakistan Engineering Council or currently applicable
	Loads, Load Combinations and Nominal Strengths	
	Materials	
	Composite Members	
	Composite Connections	
	Composite Frames	
	RC Shear Walls	
	Composite Steel Plate Shear Walls	
	Structural Design & Specification	
	Masonry	
	Architectural Elements	
Energy Provisions		
Building Envelope	External Walls & Roofs	Building Code of Pakistan (Energy Provisions-2011) - Pakistan Engineering Council or currently applicable
	Glass & Framing System	
	Air Leakage/Infiltration	
Heating, Ventilation & Air Conditioning	Controls	
	Piping & Ductwork	
	System Balancing	
	Condenser	
Service Water Heating	Piping Insulation	
	Equipment Efficiency	
Lighting	Lighting Control	
	Exit Signs	
	Exterior Building Grounds Lighting	
	Landscape Lighting	
	Interior Lighting Power	
	Exterior Lighting Power	
Electrical Power	Transformers	
	Energy Efficient Motors	
	Power Factor Correction	
	Check Metering	
	Power Distribution Systems	
Safety Systems		
Fire Prevention & Life	General Safety Requirements	Building Code of

Safety	Building Services	Pakistan (Fire Safety Provisions-2016) - Pakistan Engineering Council or currently applicable
	Fire Safety Construction Features	
	Fire Protection Systems	
	Means of Egress	
	Safeguarding Construction Operations	
	Fire Department Access & Water Supply	
	Combustible Waste & Refuse	
	Occupancy Fire Safety	

Construction Performance Standards

The Concessionaire shall be required to carry out all construction in conformance to the following covenants:

- Construction Completion Date shall be no later than thirty-six (36) months after the Financial Close
- All applicable permits and registrations required to undertake the Project have been procured by the Concessionaire;
- Project Completion Schedule shall be submitted to the FBR for approval before commencement of construction;
- Safety plans shall be submitted to the FBR and signboards shall be placed in English and Urdu for the safety of commuters;
- International and local safety standards, and best practice procedures shall be followed during construction;
- Construction material shall only be procured from approved sources with appropriate tests certification;
- Independent Engineer shall be facilitated in his work by the Concessionaire, who shall provide the Independent Engineer with:
 - a furnished, equipped and maintained site office for the duration of the construction period
 - a laboratory facility with all required testing equipment, services, supplies, attendants, furniture with a set of latest editions of prescribed standards (running and maintenance cost of the tests shall be borne by the Concessionaire)
 - equipment required for the following tests:
 - Sieve Analysis
 - Specific Gravity
 - Liquid and plastic limit
 - Moisture Density
 - Sand equivalent test
 - Modified proctor test
 - In situ density
 - CBR Test
 - In situ CBR
 - Brick Test

- Steel Test
- Concrete test
- Asphalt test
- Compaction Test
- Cylinder strength test
- Any other related tests that may be conducted

[Note: The Bidder should submit the list of tests to be carried out and their sample forms in the proposed methodology.]

E. Operation and Management Phase

The successful bidder shall bear the operational expenses of the Multistory Residential Building (the Building) during the concession term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of the FBR.

The successful bidder will be required to operate the Project in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Investor will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Building and that the relationship with Federal Board of Revenue operates through channels of dialogue and transparency.

To ensure smooth operation and maintenance of the Building, the successful bidder shall:

- A well-designed and constructed building that meets the needs of its occupants and complies with safety and building codes. Utilize sustainable and durable materials to minimize future maintenance requirements. A comprehensive maintenance plan that covers routine inspections, repairs, and upgrades to identify and fix issues promptly;
- Implementation of robust security measures to ensure the safety of occupants and property. This may include surveillance cameras, access control systems, security personnel, and emergency response protocols. Conduct regular drills and provide training to building occupants and employees to respond to emergencies;
- Ensure timely collection of rents and allocate funds for maintenance, repairs, and improvements;
- Establish clear and transparent contracts with service providers and vendors to ensure continuity and efficiency in building operations;
- Foster open communication with tenants to address their concerns promptly. Consider setting up a digital platform for tenants to report issues and stay updated on building announcements;
- Provide ongoing training to building staff, including security personnel, maintenance workers, and property managers, to keep them updated on industry best practices and safety measures.

Successful bidder shall be entitled to the following during the concession term:

- Collect revenue from the Building operations;
- Arrange for association with one or more credit card systems for receipt collection;
- Open one or more bank account(s) in the name and title of the tradename of the Project. That account shall be opened in an internationally recognized bank with good standing chosen by Federal Board of Revenue, this account(s) will be used by

the Successful Bidder for depositing revenue collected from the Building's operation and for disbursements of the entire cost and expense of maintaining, conducting and supervising the operation of the Building.

- Recruit, interview, and hire employees of the Building and pay from the bank account(s) of the Building, salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Building and for the purchase of all operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Building;
- Maintain a clean and hygienic environment by hiring professional cleaning services to clean common areas, hallways, and restrooms regularly and promote energy-efficient practices and encourage tenants to adopt sustainable habits. This may include using LED lighting, encouraging recycling, and reducing water consumption.
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for revenues, rates, clientele structure, sales terms for commercial area and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in the Building.
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Building and File such tax returns relating to the Building operations as may be required under the laws of Pakistan.

FBR Reserved Apartments:

- FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Rules. FBR to discuss the project with the Ministry of Housing stating that the project is offering 1, 2 and 3 beds apartments to its officials in accordance with the following entitlement:
 - A. Grade 17, 18 = One bed apartments
 - B. Grade 17, 18 and 19 = Two bed apartments
 - C. Grade 19, 20, 21 and 22 = Three bed apartment
- FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 35,898/-
19	Rs. 46,816/-
20	Rs. 50,079/-
21	Rs. 71,107/-
22	Rs. 89,230/-

- In case the FBR reserved apartments remain vacant for more than a month, Concessionaire shall have a right to give FBR reserved apartments on market rent in accordance with the procedure laid down in the Agreement. In case of renting of the FBR-reserved apartment by the Concessionaire to the general public, the Concessionaire shall retain an amount equivalent to the average of the ceiling rates, prevalent at the time, as per the entitlement of FBR officials for the type of apartment, and shall pass on the excess to the FBR from the monthly rent received from the tenant. For instance, concessionaire is renting out 3 bed apartments reserved for FBR, the revenue share of FBR will be:
 = Monthly rent earned - ((Ceiling of Grade 20 + Ceiling of Grade 21 + Ceiling of Grade 22)/3)

Service Level Agreements for O&M Phase:

The Concessionaire shall prepare an O&M plan to cater to the following Service Level Agreements (SLAs).

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency Repairs (Plumbing)	Critical issues that threaten	Immediate (Within 30)	Within 4 hours	Uptime of critical systems (e.g., fire alarms, elevators)	- Scheduled maintenance outages

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
ng leaks, electrical outages, fire safety issues)	n safety or habitability.	minutes of notification)			
Urgent Repairs (Loss of heat/AC, major appliance failure)	Issues causing significant discomfort or inconvenience.	Within 2 hours of notification	Within 24 hours	Resident satisfaction surveys	- Parts availability delays (documented)
Routine Maintenance Requests (Lightbulb replacement, leaky faucet)	Non-urgent repairs that maintain functionality and comfort.	Within 1 business day of notification	Resolved within 3 business days	Work order completion rate	- High volume of requests (managed expectations)
Building Cleanliness	Common areas (lobbies, hallways, grounds) maintained in a clean and presentable condition.	Daily cleaning	Visible cleanliness upon inspection	Regular inspections	- Acts of God (e.g., sudden snowstorm)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Amenity Functionality	Amenities (pool, gym, clubhouse) functioning properly and available for resident use.	Daily inspections	Resolved within 24 hours of reported issue	Uptime of amenities	- Scheduled maintenance outages
Noise Complaints	Addressing excessive noise disturbances from residents.	Respond within 1 hour of complaint	Resolved within 24 hours (progressive action may take longer)	Resident satisfaction surveys	- Construction (pre-approved by residents)
Resident Communication	Timely notification of maintenance issues, building updates, and emergencies.	As soon as possible, but no later than 24 hours	Utilize multiple channels (e.g., email, text, building notices)	Communication logs	- Urgent situations requiring immediate action
Pest Control	Addressing identified pest concerns within the unit or	Within 24 hours of notification	Resolved within 7 days (may require follow-up visits)	Pest-free environment	- Persistent infestations requiring specialized treatment

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	common areas.				
Package Delivery	Secure receipt and notification of resident packages.	Same or next business day of delivery	Residents notified within 24 hours	Package tracking system	- Delivery service delays
Guest Parking	Availability of designated guest parking spaces.	At least 2 guest spots available at all times	N/A	Percentage of guest parking availability	- Special events with pre-approved parking limitations
Security Concerns	Addressing security breaches or malfunctioning security systems.	Immediate (Within 30 minutes of notification)	Resolved within 24 hours	Functionality of security systems & resident satisfaction surveys	- False alarms
Move-In/Move-Out Procedures	Ensuring a smooth transition for residents.	Pre-move-in inspection scheduled within 48 hours of request	Unit returned to satisfactory condition within 1 week of move-out	Completion of move-in/out checklists	- Unforeseen damages requiring additional repairs
Maintenance Requests (Cosmet	Addressing non-urgent aesthetic	Responded to within 3 business days	Resolved within 7 business days	Work order completion rate	- High volume of requests (managed expectations)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
ic)	repairs (paint touch-ups, minor scratches).				
Landscaping & Snow Removal	Maintaining a well-groomed and safe outdoor environment.	Daily upkeep for landscaping, within 24 hours after snowfall for snow removal	Visually appealing grounds and clear walkways	- Severe weather conditions impeding service	
Appliance Replacements	Replacing major appliances in case of malfunction.	Within 2 business days of confirmed appliance failure	Replacement installed within 7 business days (may depend on part availability)	Appliance functionality	- Parts availability delays (documented)
Structural Inspections	Scheduled professional inspections to identify potential problems.	Annually or as recommended by a structural engineer	Inspection report outlining findings and recommendations	Completion of inspections & documented reports	- Acts of God (e.g., earthquake) triggering immediate inspection

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Preventative Maintenance (Building Envelope)	Routine maintenance of roof, exterior walls, and foundation to prevent water damage and structural issues.	Biannually (Spring & Fall)	Identified issues addressed before next inspection cycle	Upkeep records and visual inspections	- Unforeseen emergencies requiring immediate repairs
HVAC System Maintenance	Regular servicing of heating, ventilation, and air conditioning systems.	Quarterly or as per manufacturer's recommendations	Optimal system performance and resident comfort	Maintenance	-
Plumbing & Electrical					
Leaky pipes (faucets, showers, toilets)	Addressing leaks that cause water damage or disrupt functionality.	Within 24 hours of notification	Repaired to stop leaks within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring replacement of fixtures (documented)
Clogged drains (excluding hair)	Addressing clogged drains	Within 1 business day of notification	Resolved within 2 business days	Work order completion rate and resident satisfaction surveys	- Hair clogs considered resident responsibility

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
clogs)	that significantly impede water flow.	on			
Running toilets	Addressing toilets that continuously run and waste water.	Within 1 business day of notification	Repaired to stop running within 3 business days	Work order completion rate and resident satisfaction surveys	- Major repairs requiring replacement of toilet parts (documented)
Faulty light fixtures (excluding burnt-out bulbs)	Addressing malfunctioning light fixtures (switches, wiring issues).	Within 2 business days of notification	Repaired to functional condition within 5 business days	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring rewiring (documented)
Electrical outlet malfunctions	Addressing non-functioning outlets or flickering lights potentially indicating electrical problems.	Within 24 hours of notification	Resolved within 48 hours (may require electrician)	Work order completion rate and resident satisfaction surveys	- Scheduled power outages by utility company

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Smoke detector battery replacements		Pre-emptive as per manufacturer recommendations	Batteries replaced during routine maintenance or within 24 hours of resident notification	Up-to-date smoke detector maintenance records	-
Heating & Cooling					
Malfunctioning thermostats	Addressing thermostats that are not regulating temperature properly.	Within 1 business day of notification	Repaired to functional condition within 3 business days	Work order completion rate and resident satisfaction surveys	- Parts availability delays (documented)
Uneven heating/cooling in the unit	Addressing significant temperature variations within the unit.	Within 2 business days of notification	Resolved within 5 business days (may require additional inspection)	Temperature readings documented during inspection	-
Air filter replacements		Scheduled replacements as per manufacturer's recommendation	Filters replaced during routine maintenance or within 48 hours	Up-to-date air filter replacement records	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
		Conditions	of resident request		
Safety & Security					
Faulty door locks	Addressing malfunctioning door locks (broken keys, jammed mechanisms) that compromise security.	Within 24 hours of notification (priority)	Repaired to functional condition within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring door replacement (documented)
Broken intercom systems	Addressing non-functioning intercom systems that hinder communication and security.	Within 24 hours of notification (priority)	Repaired to functional condition within 72 hours	Uptime of intercom system and resident satisfaction surveys	- Parts availability delays (documented)
Malfunctioning fire extinguishers (inspection & maintenance)		Scheduled inspections as per fire code regulations	Extinguishers serviced and tagged within designated timeframe	Up-to-date fire extinguisher maintenance records	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency exit path lighting checks		Regularly scheduled inspections	All emergency lights functioning during inspections	Documented inspection reports	-
Interior & Common Areas					
Painting touch-ups (for reported minor damage)	Addressing minor scuffs, scratches, or nail holes on walls.	Responded to within 3 business days	Completed touch-ups within 7 business days	Visual inspection and resident satisfaction surveys	- Extensive damage requiring repainting of sections (managed expectations)
Carpet cleaning (scheduled or based on resident requests)		Schedule deep cleaning (e.g., annually) or within 48 hours of resident request (for spills/accidents).	Cleaned carpets upon completion of service	Resident satisfaction surveys and documented cleaning schedule	-
Repairing minor drywall damage (e.g., small holes)	Addressing small holes, cracks, or dents in drywall	Responded to within 3 business days	Repaired to smooth finish within 7 business days	Work order completion rate and resident satisfaction surveys	- Extensive damage requiring replacement of drywall sections (managed expectations)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Replacing burned-out light bulbs in common areas		As identified during routine inspections or within 24 hours of resident notification		All lights functioning in common	

F. Handback

Upon completion of the Concession Period or otherwise as provided in the Concession Agreement, the Concessionaire shall hand back the Project to FBR in accordance with the Concession Agreement read with Handback Requirements as may be mutually agreed in the Concession Agreement. Such requirements shall include:

Category	Requirement	Description
Asset Condition	Quality Standards	<p>Apartments must meet agreed-upon quality standards at handover. An independent inspection may be required for:</p> <ul style="list-style-type: none"> • Functional aspects (doors, windows, plumbing fixtures) • Finishes (paint, flooring, countertops) • Common areas (lobbies, landscaping, amenities)
Asset Condition	Residual Life Assessment	<p>An assessment determining the remaining useful life of the buildings will be carried out by the Independent Consultant to be hired with mutual agreement of FBR to assess factors like:</p> <ul style="list-style-type: none"> • Major building systems (HVAC, plumbing, electrical) • Planned maintenance history
Operational Documents &	Operation & Maintenance	Detailed manuals outlining operation and maintenance procedures for building systems must be provided including:

Category	Requirement	Description
Knowledge Transfer	Manuals	<ul style="list-style-type: none"> Recommended preventative maintenance schedules Spare parts lists and supplier information Troubleshooting guides for common issues Specific maintenance requirements for high-end finishes (e.g., stone countertops, wood flooring)
Operational Documents & Knowledge Transfer	As-built Drawings & Warranties	<p>Handover of all construction drawings and any remaining warranties for building components. This could include:</p> <ul style="list-style-type: none"> Architectural drawings Structural engineering plans Mechanical, electrical, and plumbing (MEP) drawings Warranties for major building components (roofing, elevators) Warranties for high-end appliances
Operational Documents & Knowledge Transfer	Staff Training	<p>FBR staff should be trained on operating and maintaining the buildings, potentially with a knowledge transfer period. Training would cover:</p> <ul style="list-style-type: none"> Building systems operation Emergency procedures Tenant management Regulatory compliance Specific maintenance tasks for high-end finishes and appliances
Financial Considerations	Security Deposits	<p>Return of any security deposits held by the Concessionaire, depending on the condition of the assets at handback.</p> <ul style="list-style-type: none"> Deductions may be made for any necessary repairs identified during the handover inspection, particularly those related to excessive wear and tear beyond normal depreciation.
Financial Considerations	Unresolved Dues	<p>Settlement of any outstanding fees or charges related to the project, such as:</p>

Category	Requirement	Description
		<ul style="list-style-type: none"> Unpaid rent or utility bills from tenants Outstanding maintenance costs Final performance penalties (if applicable)
Environmental Considerations	Environmental Site Assessment	<p>A report assessing any potential environmental liabilities associated with the property. This would include:</p> <ul style="list-style-type: none"> Asbestos or lead paint testing Soil or groundwater contamination
Records & Data	Project Records	<p>Handover of all relevant project records, including:</p> <ul style="list-style-type: none"> Construction documents Financial records Tenant information (with appropriate privacy considerations) Operational logs and reports Maintenance records detailing work performed on apartments and common areas
Insurance	Insurance Documentation	Transfer of any remaining insurance policies related to the property to FBR.
Dispute Resolution	Dispute Resolution Mechanism	Outline the process for resolving any disagreements that may arise during the handback process, potentially referencing the original concession agreement.
Apartment Maintenance	Reserve Fund for Major Repairs	A reserve fund set aside to cover the cost of major repairs during the Concession Period should be handed over, along with a plan for its future use. This ensures that PFR has resources for capital expenditures like roof replacement or building envelope repairs.
Apartment Maintenance	Spare Parts Inventory	Providing a sufficient inventory of spare parts for critical building systems and high-end finishes to minimize downtime during repairs.

All costs shall be borne by the Concessionaire in this regard. The Concessionaire shall also provide a Transfer Bond to comply with the requirements of the Handback Requirements.

G. Project Clearances

Federal Board of Revenue will facilitate Successful Bidder in securing all necessary approvals from Public Sector Entities for smooth implementation of the Project.

H. Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain for themselves on their own responsibility, all information that may be necessary for preparing the Proposal and for assessment of construction/ development, operations and maintenance needed at the site. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder's own expense.

I. Key Dates

The sequence of activities to be performed and their tentative schedule is as follows:

Activities/ Phases	Tentative Timeline
Issuance of RFP	dd/mm/yyyy
Pre-bid meeting	dd/mm/yyyy
Submission of Bids and opening of Technical Proposals	dd/mm/yyyy
Evaluation of the Technical Proposal, opening of Bid Offer and selection of successful Bidder	dd/mm/yyyy
Issuance of Letter of Award (LoA) to successful Bidder	dd/mm/yyyy
Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Design Phase	Right after completion of Financial Close

Construction Phase	Within 3 years after the signing of agreement
Commercial operations Phase	4th Year after completion of construction phase
Expiry of Concession Period i.e. Construction Time (3 years) + Operations	At end of 25th year of the date of signing of Concession Agreement
Handing over of the Project to FBR	After the concession period

PART- IV- BID OFFER

LETTER OF BID OFFER

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated [--] and issued by [--] (the “**Procuring Entity**”) (the “**Bidding Documents**”).

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _____ and _____] hereby declare that:

- (a) With reference to your Bidding Document dated [--] I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- (b) We hereby submit our Bid Offer of ____ number of apartments reserved for FBR officials, as specified in the annexed Form of Bid Offer.
- (c) We are making this Proposal after taking into consideration all the terms and conditions stated in the Bidding Document and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the Bid Offer.
- (d) We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the bidding document.
- (e) As security for due performance of the undertakings and obligations of this Bid, we submitted a Bid Security in the amount of PKR 10 Million which was enclosed with the Technical Proposal.
- (f) I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (g) I/ We believe that we/ our JV satisfy(s) the Technical & Bid Criteria and meet(s) the requirements as specified in the Bidding Document.
- (h) I/ We declare that we/ any Member of the JV, or our/ its Associates are not a Member of any other JV submitting the Bid for this Project
- (i) All partners of our JV shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Project Works and Agreement in accordance with the terms and conditions thereof;
- (j) We understand that you are not bound to accept the highest or any bid you may receive.

(k) We do hereby declare that our Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Project Works.

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

[Seal]

FORM OF BID OFFER

[Bidder's Letterhead]

1. Share of FBR in Apartment

Sr. #	Description	Quoted FBR Share in Apartments															
1.	Number of Apartment offered to FBR*	Share in Apartments (%) =															
		Share in Apartments (No.) =															
		**Room wise Allocation of Offered Apartments (No.)															
		<table border="1"> <thead> <tr> <th>Type</th> <th>Proportion</th> <th>Total Share (No.)</th> </tr> </thead> <tbody> <tr> <td>1-Bed</td> <td>20%</td> <td></td> </tr> <tr> <td>2-Bed</td> <td>30%</td> <td></td> </tr> <tr> <td>3-Bed</td> <td>50%</td> <td></td> </tr> <tr> <td colspan="2">*Total Apartments</td> <td></td> </tr> </tbody> </table>	Type	Proportion	Total Share (No.)	1-Bed	20%		2-Bed	30%		3-Bed	50%		*Total Apartments		
		Type	Proportion	Total Share (No.)													
1-Bed	20%																
2-Bed	30%																
3-Bed	50%																
*Total Apartments																	
2.	Estimated Project Cost (PKR)																

**The Bidder shall ensure maximum utilization of the Project's covered area in accordance with the applicable standards and bye-laws.*

**Offered apartments should not be less than 40% of the total apartments*

***Room Allocation for Each Room Type should be in strict proportion of the ratio prescribed*

Note:

Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

a) if there is a discrepancy between share of offered apartment by type and the total number of apartments offered that is obtained by multiplying the proportion of apartment type and total apartments, the total number of apartments as quoted shall govern and the apartments by type shall be corrected;

b) if there is an error in a total corresponding to the addition of apartments by type, the total shall prevail and sub-total shall be corrected; and

c) Where there is discrepancy between grand total of apartments by type and number mentioned on the Form of Bid, the amount referred in the offer Schedule shall be treated as correct subject to elimination of other errors.

The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 13.6

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

[Seal]

**Government of Pakistan
Revenue Division
Federal Board of Revenue**

C.No. 6(13)2022-Projects

Islamabad, the 3rd July, 2024

The Director (MIS)

Public Procurement Regulatory Authority,
1st Floor FBC Building Near State Bank,
Sector G-5/2, Islamabad.

Subject: **Tender Notice for FBR Projects on Public Private Partnership (PPP) Mode**

Please refer to the subject.

2. Enclosed herewith is the tender notice for FBR projects on PPP mode duly approved by Chairman FBR/SRD. It is requested to upload the same on PPRA's portal at the earliest. Soft copy of the tender notice is hereby emailed on info@ppra.org.pk

Encl: As Above


(Shahid Soomro)
Chief (Projects)

Copy to:

- 8
3/7
1. PS to Member (Admn. /HR)
 2. M/s UHY Hassan Naeem & Co., Chartered Accountants Lahore.
 3. The Project Team Leader, P3A, Islamabad.

e.docx# 111729-R.

Federal Board of Revenue



**Schedules
Draft Concession Agreement**

For

Development & Operations of Multistorey Residential Apartments on FBR land situated in Clifton, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement

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I. Schedule A [Indicative List of Approvals & Consents]

The list of permits applicable include (but not limited to) :

- I. Building Permissions
- II. Approval/permit from Utilities, Fire Safety Authorities etc.
- III. Environmental Clearances/Approvals, as applicable
- IV. All other relevant statutory approvals/permits for construction and operation of the Project Facilities.

II. Schedule B [Concessionaire proposal]

TO BE INSERTED

III. Schedule C [Format of Completion Certificate]

COMPLETION CERTIFICATE

Name of the Project: _____
Brief Description: _____

Concessionaire: _____
Date of Notice of Award: _____
Date of Completion: _____

I/We, (Name of the Independent Engineer), am/are acting as Independent Engineer, under and in accordance with the Concession Agreement entered into between: (i) The Federal Board of Revenue, a revenue collection agency for the Government of Pakistan, with its headquarters located at FBR Headquarters, Constitution Avenue, Islamabad, Pakistan, hereinafter referred to as "FBR" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); and (ii) [M/s _____ Limited], a private limited company duly incorporated registered and existing under the Applicable Laws of Pakistan, with its registered office located at [•] hereinafter referred to as the "Concessionaire" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns).

This is to certify and confirm that M/s ----- have completed the above mentioned construction phase of the Project in accordance with the Approved Detailed Design and Project Requirements in accordance with the Concession Agreement for the Project Facility at Block-1, Clifton in Shirin Jinnah Colony on design, build, finance, maintain, operate and transfer (DBFMO) basis, through (Name of Concessionaire), hereby certify that the tests carried out have been successfully undertaken to determine compliance of the Project Facility with the provisions of the Agreement, and I/We am/are satisfied that the Project Facility can be safely and reliably placed in commercial service of the users thereof.

It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project Facility have been completed, and the Project Facility is ready for entry into commercial operation on this the day of 20.....

SIGNED, SEALED AND DELIVERED
For and on behalf of

INDEPENDENT ENGINEER by:

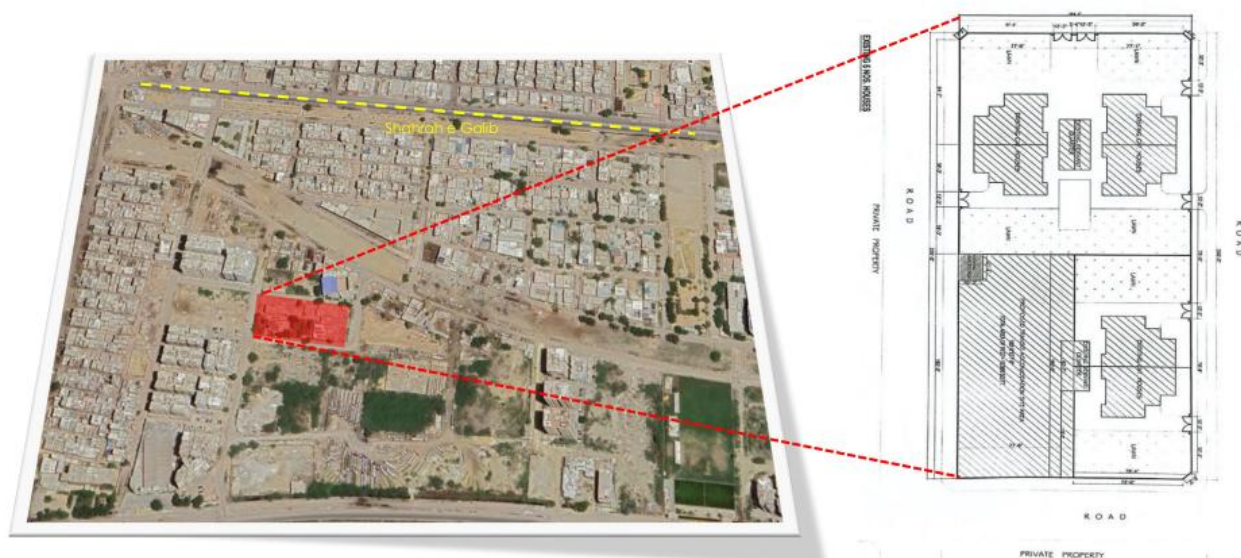
(Signature)
(Name)
(Designation)
(Address)

IV. Schedule D [Concession Area]

The subject site spans across a 12.8 kanal plot in the upscale area of Clifton, renowned as one of Karachi's most affluent neighborhoods. Situated along the Arabian Sea coast, Clifton boasts a mix of luxurious residences, apartments, and hotels. Notably, it has evolved into a sought-after tourist spot, drawing visitors due to its popular attractions and vibrant community.

The site's location is well-connected, with branch roads linking it to Shahrah-e-Galib Road in the North and Marine Promenade Road in the South. Clifton benefits from excellent road infrastructure and robust public transportation options.

Presently, the site houses bungalows, some of which are occupied by FBR officers, while others show signs of wear and tear. As part of the Project's development, these structures will be demolished, necessitating the relocation of residents by the FBR to facilitate the Project's executions.



The physical characteristics of the property reveal it spans a 12.8 kanal area in the upscale Clifton neighborhood, renowned for its affluence in Karachi. Positioned along the Arabian Sea coast, Clifton features a blend of luxurious residences, apartments, and hotels, making it a prominent tourist destination with popular attractions and a lively community. The main features of these areas highlighted during our visit include:

- Circulation features (walkways, paths, roads)
- Bungalows
- Vegetation
- Shrubs, trees, windbreaks and gardens
- Retaining walls

- Roads
- Original fencing
- Water features

Vegetation and hard landscape features are also an important part of the fabric of the building. It is essential to identify, retain and preserve the features of the building site that are important in identifying its overall historic character. These features not only add to the beauty of the property but are also considered a major asset in the proposed Project.



Existing Buildings

There are a number of other supporting auxiliary structures around the property providing services to the main structure as under:

- **Mosque:** A small mosque is situated to the rear of the main building and has praying capacity for a small number of people.
- **Bungalows:** The bungalows are currently serving as residences, providing living spaces for individuals or families. They are presently occupied and used for the purpose of housing residents.

V. Schedule E [Estimated Project Costs]

TO BE INSERTED

VI. Schedule F [Form of Construction Performance Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Clifton, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR’s Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the

“Demand”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at which Demand will be made]* [or through SWIFT instructions transmitted by the FBR’s bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the “**Bank Account**”).

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR’s bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR’s Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank’s obligations hereunder shall expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank’s aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (a) in any way impairing or affecting the Guarantor Bank’s liabilities hereunder;
- (b) notice to the Guarantor Bank; and
- (c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Clifton, Karachi, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

VII. Schedule G [Design and Construction Performance Standards]

These design and construction performance standards specify the minimum requirements that must be ensured by the Concessionaire. The Concessionaire is expected to adhere to applicable bye-laws and best practices while designing and constructing the project

Design Standards

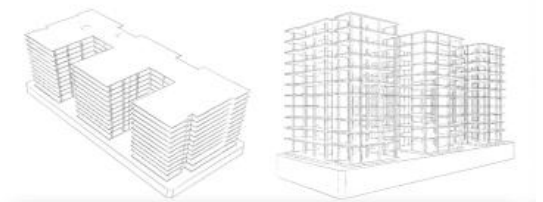
Under the Design phase, the following activities will be undertaken by the Successful Bidder:

- The Concessionaire should prepare design and layout of the Project in accordance with the building height restrictions, the design preferences, and other requirements laid down in the relevant Building Regulations.
- Prepare detailed design and seek approval of FBR before initiation of Construction work.

a) Apartments Design Requirements

- The following are the envisaged building specifications as per the relevant Building Bye-laws:

Site Area – SFT	55,868
FAR	1:5.5
No. Floors	G+10
Height	70%
Max Coverage	65%
Parking	1 per 1000 SFT
Front Set Back	8' arcade
Side Set Back	10'



- The Concessionaire shall be responsible to undertake his own due-diligence and prepare design as per applicable prevalent bye-laws. The Concessionaire shall ensure maximum utilization of the Project covered area in accordance with the applicable standards and bye-laws.
- The Apartments shall be of the following types (No. of beds) and in the following proportion:

Type	Size (SFT)	Proportion
1 Bed	700-850	20%
2 Bed	1200-1400	30%
3 Bed	2200-2500	50%

- The Concessionaire shall be wholly responsible for the Design, Layout Plan, Construction and Development and Financing the construction, commissioning, maintenance and operations of the Project till expiry of the concession period. The Concessionaire shall through Independent Engineer and where required through Independent Auditor shall provide all data, designs, construction designs and milestones shall provide to the FBR for approval (which approval shall not obligate the FBR to incur any Projects risks).
- The construction of the multistory building shall adhere to technical specifications to ensure its safety, durability, and functionality. The foundation will be designed based on a geo-technical report, employing either shallow or deep foundation methods, with adequate bearing capacity to support the structure. The building will have a robust roofing system with proper insulation and drainage provisions. Electrical, plumbing, and HVAC systems will be designed based on load calculations and energy-efficient principles.
- Additionally, the Building shall be built on green/ smart basis, it involves a sustainable and environmentally conscious approach to construction. It entails incorporating eco-friendly design principles, materials, and technologies to minimize its impact on the environment. Key aspects of green building practices include energy efficiency, water conservation, use of renewable resources, and waste reduction. Efficient insulation, solar panels, and energy-efficient appliances contribute to lower energy consumption, while rainwater harvesting and water recycling systems help conserve water resources. Additionally, the selection of locally sourced, recycled, or low-emission building materials further reduces the building's carbon footprint.
- Design of the building to ensure the security of the residents and staff. Design underground parking areas to maximize building and occupant security.
- Quality assurance measures, compliance with local building codes and regulations, and adherence to health and safety protocols will be strictly enforced throughout the project.
- In designing the water supply system, following must be ensured:
 - Design is based on minimum 50 years life period that caters to a mean population of seven (7) people per apartment and gives special attention to water conservancy
 - Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping
 - Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.

- Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
 - Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
 - Water is available for fire fighting
 - Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)
- In designing the sewerage and drainage system, following requirements shall be ensured:
 - Drainage and sewerage systems are maintained independently
 - At least eighty-five (85) percent of water supply is considered as sewage
 - Level of sewage effluent is reduced to an acceptable level as per prevailing standards using adequately sized septic tanks (supported by calculations)
 - Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection.
 - Sewerage system provides external disposal by terminating at the trunk sewer
 - Storm water is captured from rooftops and diverted to drainage system
 - Drainage system is designed on a 10 year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for re-absorption
 - Sewerage and drainage components are designed as per TEPA/WASA design criteria, or in the absence of such, international standards (with reference).

b) Utilities

- In designing the electricity and lighting network, following shall ensure that:
 - Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
 - Electricity network is underground, conforms to KE standards, and connects to a grid station
 - Gas network is underground, conforms to SSGC standards, and connects to the gas mains

- Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, parking areas, footpaths, boundary walls, etc.
- Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas;
- All lights are energy efficient

c) *Additional Considerations for FBR Reserved Apartments*

Apartments reserved for FBR shall be unfurnished and in accordance with the specifications prescribed under Rule 8 of Accommodation Allocation Rules, 2002.

Construction Standards

a) *General Requirements*

Successful Bidder shall be required to carryout following activities under this phase:

- Provide building materials and finishes that are durable and require low maintenance. Building material including concrete, bricks, glass, metal, cast iron, steel, uPVC and other fibers should meet the high quality standards.
- Provide a building that is spatially efficient and designed to maximize the ratio of residential areas to amenities, support, circulation and service areas. Standardize unit types, kitchen and bathroom layouts within a project as much as possible. Co-ordinate and plan for amenity and support service spaces to maximize efficiency of circulation for both tenants and staff. The amenities should be located centrally and grouped for efficiency and to encourage social interaction.
- The Developer should validate the vertical and horizontal load-bearing of the building.
- MEP systems include the following:
 - Elevators
 - Lighting
 - Telecommunications Infrastructure
 - Heating, Ventilation and Air Conditioning (HVAC)
 - Fire Protection
 - Water Supply & Management
 - Waste Disposal Systems
- Built-in lighting should be ensured in kitchens, bathrooms, rooms and corridors and in the form of hanging pendants in dining rooms.

- Incorporate environmentally sustainable operating and maintenance practices by using BIM (Building Information Modelling), ensure compliance with Green Features / Green Building concepts/guidelines and propose smart building and automation concept.
- Visual appeal of the building's exterior should be ensured through design work and by selecting the right materials.
- Building should have common areas consisting of:
 - Indoor amenity spaces for residents use
 - Administration and Program Support Services for administrative and support staff use
 - Service Areas for maintenance and building services and storage
 - Circulation and Access in the building
 - Outdoor Spaces for recreation and services
- Ensure that the mechanical and electrical rooms are located as close as possible to the entry point for utilities. Locate for efficient distribution, including space and access for servicing.
- A comprehensive site water management strategy should be developed by the Concessionaire at an early stage. Erosion control, and storm water management should be addressed. Investigate measures such as pervious paving, rain gardens, bio swales, storm water retention and storm water treatment.
- Demolitions shall be performed in an orderly manner and the Concessionaire shall take all necessary precautions and expedients to prevent damages to the adjacent structures. Explosives shall not be used to remove or demolish the Plain and Reinforced Cement Concrete Structures unless otherwise directed by the Engineer.
- The Concessionaire shall take sufficient steps/ actions/ measures for the safety of the adjoining building and shall be sole responsible for any damage to the existing superstructures and substructures caused due to demolition. FBR shall not be responsible for any misshape due to poor execution.
- Existing utility lines that are visible or the locations of which are made known to the Concessionaire prior to demolition and that are to be retained, as well as utility lines constructed during dismantling if damaged, shall be repaired by the Concessionaire at his own expense.
- All materials resulting from Demolition shall be disposed off out of Municipal limits along the most direct route from the boundary of the project and/or as directed by the Project Engineer.

b) Apartments

Construction of committed number of apartments in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master or Sonex made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation
- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster
- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of 1/2" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1½" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1¼" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1½"×3/8" (40mm×10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1½"×1½"×¼", welded (40 mm×40 mm× 6mm) with M.S. flat 2"×¼" (50mm x 6mm) and finished with paint/polish of approved make
- External main door is 1½" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1½"×3/8" (40mm x 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both sides and fingerplate complete in all respect, and finished with polish of approved make
- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe
- Apartments reserved for market/leasing to commercial third parties shall be furnished.

c) Kitchen

- 12"×12" Master or Sonex made porcelain tiles or equivalent on floors
- Glazed tiles on walls up to five (5) feet

- Vin board cabinet 3/4" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
- Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
- Suigas and electricity point for countertop stove
- Exhaust fan

d) Bathroom

- 8"x12" glazed tiles on floor
- Glazed tiles on walls up to five (5) feet
- WC, washbasin and shower
- Toilet paper holder, soap dish, towel rail, mirror
- Exhaust fan
- Door with stainless steel plate of appropriate thickness fixed on inside.
- All sanitary fittings and sanitary ware made by Sonex, Master or equivalent
- UPVC pipes for internal water supply & sewerage made by Dadex or equivalent
- Toilet and kitchen water supply line will be provided with independent main control valve for isolation and maintenance, and shall have separate piping for hot and cold water with point provision for user installed geyser (gas and/or electrical)
- GI pipes for gas made by IIL, Jamal or equivalent
- Wires of Pakistan Cables or equivalent in PVC pipes installed with sockets, switches and distribution boxes having adequate protection circuits
- All fittings for internal utilities pertaining to electricity, sui-gas and water concealed using all materials like pipes, joints, etc. according to the specifications of respective Government Agency, or in the case of prefabricated walls, any other equivalent arrangement
- Stairs with adequate safety features (railing, etc.) and finishing (mosaic steps, distempered soffit, etc.)

e) Structural Performance Standards

- The work shall conform to the best practices and requirements of all applicable codes and standards, including, but not limited to the following:

Particulars	Components	Standard Benchmark
Building Structure		
Composite Structure Steel &	General Seismic Design	Building Code of

Particulars	Components	Standard Benchmark
RC	Loads, Load Combinations and Nominal Strengths	Pakistan (Seismic Provisions) - Pakistan Engineering Council or currently applicable
	Materials	
	Composite Members	
	Composite Connections	
	Composite Frames	
	RC Shear Walls	
	Composite Steel Plate Shear Walls	
	Structural Design & Specification	
	Masonry	
	Architectural Elements	
	Mechanical & Electrical Systems	
Energy Provisions		
Building Envelope	External Walls & Roofs	Building Code of Pakistan (Energy Provisions-2011) - Pakistan Engineering Council or currently applicable
	Glass & Framing System	
	Air Leakage/Infiltration	
Heating, Ventilation & Air Conditioning	Controls	
	Piping & Ductwork	
	System Balancing	
	Condenser	
Service Water Heating	Piping Insulation	
	Equipment Efficiency	
Lighting	Lighting Control	
	Exit Signs	
	Exterior Building Grounds Lighting	
	Landscape Lighting	
	Interior Lighting Power	
	Exterior Lighting Power	
Electrical Power	Transformers	
	Energy Efficient Motors	
	Power Factor Correction	
	Check Metering	
	Power Distribution Systems	
Safety Systems		
Fire Prevention & Life Safety	General Safety Requirements	Building Code of Pakistan (Fire Safety Provisions-2016) - Pakistan Engineering Council or currently applicable
	Building Services	
	Fire Safety Construction Features	
	Fire Protection Systems	
	Means of Egress	
	Safeguarding Construction Operations	
	Fire Department Access & Water Supply	
	Combustible Waste & Refuse	

Particulars	Components	Standard Benchmark
	Occupancy Fire Safety	

VIII. Schedule H [Form of Financial Close Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 201[●] (hereinafter referred to as the “**Agreement**”) for the design, engineering, construction, financing, commissioning, operations and maintenance of the [Insert Details] Project under the public private partnership mode:

- (a) [Insert FBR Details], having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR [Insert Amount in Numbers]/- (Pakistani Rupees [Insert Amount in Words]).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the “**Demand**”) at the Guarantor Bank’s offices located at [Insert Address of the Guarantor Bank at

which Demand will be made] [or through SWIFT instructions transmitted by the FBR's bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the "**Bank Account**").

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR's bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [Insert date and time] (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (a) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- (b) notice to the Guarantor Bank; and
- (c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Clifton, Karachi, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

IX. Schedule I [FORM OF HANDBACK CERTIFICATE]

TO BE INSERTED

X. Schedule J [HANDBACK REQUIREMENTS]

This Schedule sets out the minimum requirement of the physical condition of the Project Assets [“Minimum Criteria”] at the time of Hand-back. Such requirements shall include:

Category	Requirement	Description
Asset Condition	Quality Standards	<p>Apartments must meet agreed-upon quality standards at handover. An independent inspection may be required for:</p> <ul style="list-style-type: none"> • Functional aspects (doors, windows, plumbing fixtures) • Finishes (paint, flooring, countertops) • Common areas (lobbies, landscaping, amenities)
Asset Condition	Residual Life Assessment	<p>An assessment determining the remaining useful life of the buildings will be carried out by the Independent Consultant to be hired with mutual agreement of FBR to assess factors like:</p> <ul style="list-style-type: none"> • Major building systems (HVAC, plumbing, electrical) • Planned maintenance history
Operational Documents & Knowledge Transfer	Operation & Maintenance Manuals	<p>Detailed manuals outlining operation and maintenance procedures for building systems must be provided including:</p> <ul style="list-style-type: none"> • Recommended preventative maintenance schedules • Spare parts lists and supplier information • Troubleshooting guides for common issues • Specific maintenance requirements for high-end finishes (e.g., stone countertops, wood flooring)
Operational Documents & Knowledge Transfer	As-built Drawings & Warranties	<p>Handover of all construction drawings and any remaining warranties for building components. This could include:</p> <ul style="list-style-type: none"> • Architectural drawings • Structural engineering plans • Mechanical, electrical, and plumbing (MEP) drawings • Warranties for major building components (roofing, elevators) • Warranties for high-end appliances
Operational	Staff Training	FBR staff should be trained on operating and maintaining the

Documents & Knowledge Transfer		<p>buildings, potentially with a knowledge transfer period.</p> <p>Training would cover:</p> <ul style="list-style-type: none"> ● Building systems operation ● Emergency procedures ● Tenant management Regulatory compliance ● Specific maintenance tasks for high-end finishes and appliances
Financial Considerations	Security Deposits	<p>Return of any security deposits held by the Concessionaire, depending on the condition of the assets at handback.</p> <ul style="list-style-type: none"> ● Deductions may be made for any necessary repairs identified during the handover inspection, particularly those related to excessive wear and tear beyond normal depreciation.
Financial Considerations	Unresolved Dues	<p>Settlement of any outstanding fees or charges related to the project, such as:</p> <ul style="list-style-type: none"> ● Unpaid rent or utility bills from tenants ● Outstanding maintenance costs ● Final performance penalties (if applicable)
Environmental Considerations	Environmental Site Assessment	<p>A report assessing any potential environmental liabilities associated with the property. This would include:</p> <ul style="list-style-type: none"> ● Asbestos or lead paint testing ● Soil or groundwater contamination
Records & Data	Project Records	<p>Handover of all relevant project records, including:</p> <ul style="list-style-type: none"> ● Construction documents ● Financial records ● Tenant information (with appropriate privacy considerations) ● Operational logs and reports ● Maintenance records detailing work performed on apartments and common areas

Insurance	Insurance Documentation	Transfer of any remaining insurance policies related to the property to FBR.
Dispute Resolution	Dispute Resolution Mechanism	Outline the process for resolving any disagreements that may arise during the handback process, potentially referencing the original concession agreement.
Apartment Maintenance	Reserve Fund for Major Repairs	A reserve fund set aside to cover the cost of major repairs during the Concession Period should be handed over, along with a plan for its future use. This ensures that PFR has resources for capital expenditures like roof replacement or building envelope repairs.
Apartment Maintenance	Spare Parts Inventory	Providing a sufficient inventory of spare parts for critical building systems and high-end finishes to minimize downtime during repairs.

All costs shall be borne by the Concessionaire in this regard. The Concessionaire shall also provide a Transfer Bond to comply with the requirements of the Handback Requirements.

XI. Schedule K [TORs of The Independent Auditor]

The Independent Auditor shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Auditor in this Agreement. Without limiting the generality of the foregoing, during the Services Period, the Independent Auditor will be responsible for:

- i. Monitoring quarterly the financial progress against the detailed budgets submitted by the Operator at the time of bidding during construction phase.
- ii. Carrying out audits (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Applicable Laws, Applicable Permits and Good Industry Practices in accordance with the procedures set out in the Agreement.
- iii. Monitoring debt repayments to ensure they are made timely in accordance with the Financing Agreement.
- iv. Notifying FBR if the Concessionaire defaults on debt payments for more than 45 days.
- v. Assisting the Parties in determining, under the Concession Agreement:
 - existence and consequences of a Force Majeure Event,
 - an Event of Default,
 - the remedy of defaults and termination procedures,
 - the existence, nature and consequences of a Change in Law
 - the existence and consequences of any of the other relief items set out in the Concession Agreement, and/or
 - any other matter of a technical nature referred by both Parties;
- vi. Ensuring that apartments reserved for the FBR are occupied only by FBR officials. The Concessionaire must not rent them to the general public without prior notification to the FBR.
- vii. Checking calculation of any surplus rent to be paid to the FBR by the concessionaire in cases where vacant FBR apartments are rented to the general public, according to the terms specified in the Concession Agreement.
- viii. Ensuring payment of surplus rent, as detailed above, to FBR is made by 15th of the subsequent month.
- ix. Reviewing the proposed changes in budget / re alignment of yearly budget during the construction period.
- x. Reviewing rent due from the FBR officials and notifying FBR and relevant department for release of outstanding rent.
- xi. Carrying out any other duties and functions specified in the Concession Agreement, other than those listed above.

XII. Schedule L [TORs OF THE INDEPENDENT ENGINEER]

The Independent Engineer is to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Independent Engineer is to:

- a. independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Hand-back and Defects Liability Period of the Project Facilities to ensure compliance by the Concessionaire with the Project Requirements and provisions of the Agreement;
- b. report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- c. assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and

Without limiting the Independent Engineer's functions under the Concession Contract, such functions can be summarised as follows:-

A. Review of Design Documentation

- i. Review of the Contracts for the design and construction of the Construction Works and for Operation and Maintenance of the Project and make recommendations to FBR and the Concessionaire for amendments which, in its opinion, should be made to the Contracts with Design Firm to avoid conflicts between those contracts and the Concession Contract.
- ii. Audit the Preliminary Design and any amendments thereto for compliance with all the standards and specifications specified in the Agreement applicable to the Preliminary Design and make recommendations to the FBR for approval by the FBR of the Preliminary Design or provide the FBR and the Concessionaire with details of the non-compliance within 21 days of receipt of the Preliminary Design.
- iii. Audit the Detailed Design and any amendments thereto for compliance with all the applicable standards and specifications specified in the Agreement as applicable to the Detailed Design and notify the Concessionaire and the FBR as to whether the Detailed Design complies with the standards specified in the Agreement and, if not, provide details of the non-compliance and suggest improvements to the Detailed Design to the Concessionaire and the FBR within 21 days of receipt of such Detailed Design.
- iv. Determine any extension of time, amount of monetary compensation or relief from penalties to which the Concessionaire is entitled on suspension or variation of any Construction Works by the FBR pursuant to the Concession Contract.

Conduct a general overview of the programme for completion of the Detailed Design insofar as it relates to the obligations of the FBR and inform the FBR of those obligations.

- v. Receive from the designers and Contractors (as relevant) certificates confirming that due care was exercised by them in carrying out the Preliminary Design or Detailed Design (as relevant).

B. Monitoring of Site Availability and Permits

- i. Monitor, obtain information from Contractors (as relevant) and report to the FBR and the Concessionaire on the status and progress of the permits applied for in relation to the Project.
- ii. Monitor and report to the FBR and the Concessionaire on progress of removal of existing facilities, diversion of existing services and any other work which is necessary to enable construction on the Construction Works to proceed. Advise FBR, the Concessionaire and the Contractor of action required to avoid any delays to the commencement of any Construction Works.

C. Review of Construction Programmes

- i. Audit the Initial Construction Programme and the Additional Construction Works Programme (as and when it is prepared in accordance with the Concession Agreement) for compliance with the completion requirements specified in the FBR's Requirements (if any) and the relevant Construction Contract and, if necessary, recommend to FBR and the Concessionaire any amendments to the programmes which may be necessary to achieve the construction completion requirements.
- ii. Monitor the progress of the Construction Works against the Initial Construction Programme and the Additional Construction Works Programme (as relevant) and report to the FBR and the Concessionaire any variance from the relevant programme, promptly give written notice of the variance to the FBR and the Concessionaire.

D. Control of Construction Quality

- i. The Independent Engineer must review the Quality Assurance System and report to the Concessionaire and the Contractor as to whether the Quality Assurance System complies with the requirements of ISO/9002 or any other standard agreed by the Parties to the Concession Agreement and, if not provide the Concessionaire and the Contractor with details of the non compliance as soon as reasonably practicable.

- ii. Audit performance of the Concessionaire against the Quality Assurance System by, amongst other things, auditing test results and, where the Independent Engineer considers reasonably appropriate, by a system of verification involving inspections and periodic checking.
- iii. Audit compliance of the completed Construction Works with the FBR's Requirements.

E. Extensions of Time/Compensation/Relief from Penalties

Make a determination as to an extension of any date or period, any monetary compensation or any relief from penalties as provided for in the Concession Agreement.

F. Completion Certificates and Requirements

- i. Inspect such Building Section and/or Associated Facility in the time period and as required by the Concession Agreement on receipt of a notice under the Concession Agreement and issue a Taking Over Certificate in respect of any Construction Works as required and in accordance with the Concession Agreement or give notice to the FBR and the Concessionaire as required under the Concession Agreement.
- ii. Issue a Performance Certificate as required and in accordance with the Concession Agreement for a particular package of Construction Works or the Independent Engineer being satisfied that the Contractor has completed all activities.
- iii. Review the as built drawings, other technical and design information and completion records that are required to be provided to the FBR in respect of completed Construction Works and review such drawings, information and records and instruct any necessary clarification of, or modification to such drawings, information and records.

G. Environmental and Social Requirements

- i. Audit compliance with the Environmental Requirements as applicable.
- ii. Audit compliance with the Concessionaire's social obligations under the Concession Agreement.

H. Auditing of Operations and Maintenance

- i. Conduct periodic audits, at times reasonably determined by the Independent Engineer, of Operations and Routine Maintenance for compliance with the FBR's Requirements (including where necessary verification through site visits).
- ii. Audit the Operation and Maintenance Manuals for compliance with Schedule [.] to the Concession Agreement.

- iii. Review the periodic condition surveys and proposed remedial actions of the Concessionaire and arrange independent surveys, if necessary, to establish compliance with the performance specifications specified in the FBR's Requirements.
- iv. Audit the Operation and Maintenance management systems, the management information systems and procedures for compliance with Schedule [.] to the Concession Agreement.

H. Financial Control

- i. Review the proposed Payment Schedules (as defined in the relevant Construction Agreement) in conjunction with the Construction Programme and Construction Schedule;
- ii. Report on the Contractor's control of progress of Works and risks to completion within the time established in accordance with the relevant Construction Contract.
- iii. Receive the Contractor's application for progress payments for Construction Works and certify amounts due for payment under the Construction Contract.
- iv. Adjudicate claims for additional payment and extensions of time in terms of the Design/Construction Contracts.
- v. Certify final amounts due under the Construction Contracts.
- vi. Review the updated information supplied by the Lenders and the Concessionaire pertaining to the Financial Model and report same to the FBR.
- vii. Submit bi-monthly status reports covering all aspects of his activities to the FBR and the Concessionaire with a copy to the Lender's Technical Advisor, if any.

I. Hand-back of Project Facilities to FBR

At the time of handing back the Project Facilities to FBR at the end of Concession Period, the Independent Engineer shall:

- i. monitor and certify compliance with the Hand-back Requirements, and
- ii. issue a Certificate of Compliance with Hand-back Requirements to the Concessionaire.

J. Defects Liability Period

During this period the Independent Engineer would monitor, in accordance with Good Industry Practice, the defects arising and activities undertaken by the Concessionaire so as to ensure compliance with the rectification. The specific activities to be undertaken would include the following:

- inspect the Project Facilities frequently and as and when exigencies require to ascertain conformity with Project Requirements;

- ascertain the cost of rectification of defects if to be rectified at the risk and cost of the concessionaire;
 - suggest suitable remedial measures/ procedures, where necessary.
- ii. In the event of Emergency, the Independent Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including decommissioning of any Project Facilities where necessary.

K. Breach of Obligations

If during the course or upon review/inspection undertaken by the Independent Engineer or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Independent Engineer shall, under intimation to the other Party, require the defaulting Party to remedy such breach/default within such time and in such manner as the Independent Engineer may deem fit and in each case the same shall be recorded.

L. Meetings, Records and Reporting

- i. The Independent Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month till the Defects Liability Period.
- ii. The Independent Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
- a. Manpower deployed and other organizational arrangements of the Independent Engineer;
 - b. Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As Built drawings, Schedules, plans and reports;
 - c. Inspections undertaken and notices/instructions issued to the Concessionaire or FBR;
 - d. Review of compliance with Project Requirements;
 - e. Tests;
 - f. Change of Scope and Change in Law;
 - g. Emergency (including accidents);
 - h. Force Majeure Events;

- i. Breaches and defaults by the Parties; and
 - j. Hand-back Requirements
- iii. The Independent Engineer would be required to submit the following reports to the Parties during the Concession Period:
- a. Implementation Period**
 - Monthly Progress Report (including details of slippages and remedial measures);
 - Report on Tests and report on notices issued;
 - Completion Certificate (including Provisional Certificate);
 - Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations).
 - b. Defects Liability Period**
 - Monthly Report (Defects and remedial measures);
 - Report on Tests and report on notices issued;
 - Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations);
 - c. Report on Hand-back Requirements.**
 - d. Any other report as may be reasonably required by FBR or as may be necessary to give effect to the provisions of the Agreement.**

XIII. Schedule M [O&M Requirements]

The successful bidder shall bear the operational expenses of the Multistory Residential Building (the Building) during the concession term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of the FBR.

The successful bidder will be required to operate the Project in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Investor will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Building and that the relationship with Federal Board of Revenue operates through channels of dialogue and transparency.

To ensure smooth operation and maintenance of the Building, the successful bidder shall:

- A well-designed and constructed building that meets the needs of its occupants and complies with safety and building codes. Utilize sustainable and durable materials to minimize future maintenance requirements. A comprehensive maintenance plan that covers routine inspections, repairs, and upgrades to identify and fix issues promptly;
- Implementation of robust security measures to ensure the safety of occupants and property. This may include surveillance cameras, access control systems, security personnel, and emergency response protocols. Conduct regular drills and provide training to building occupants and employees to respond to emergencies;
- Ensure timely collection of rents and allocate funds for maintenance, repairs, and improvements;
- Establish clear and transparent contracts with service providers and vendors to ensure continuity and efficiency in building operations;
- Foster open communication with tenants to address their concerns promptly. Consider setting up a digital platform for tenants to report issues and stay updated on building announcements;
- Provide ongoing training to building staff, including security personnel, maintenance workers, and property managers, to keep them updated on industry best practices and safety measures.

Successful bidder shall be entitled to the following during the concession term:

- Collect revenue from the Building operations;
- Arrange for association with one or more credit card systems for receipt collection;
- Open one or more bank account(s) in the name and title of the tradename of the Project. That account shall be opened in an internationally recognized bank with good standing chosen by Federal Board of Revenue, this account(s) will be used by

the Successful Bidder for depositing revenue collected from the Building's operation and for disbursements of the entire cost and expense of maintaining, conducting and supervising the operation of the Building.

- Recruit, interview, and hire employees of the Building and pay from the bank account(s) of the Building, salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Building and for the purchase of all operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Building;
- Maintain a clean and hygienic environment by hiring professional cleaning services to clean common areas, hallways, and restrooms regularly and promote energy-efficient practices and encourage tenants to adopt sustainable habits. This may include using LED lighting, encouraging recycling, and reducing water consumption.
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for revenues, rates, clientele structure, sales terms for commercial area and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in the Building.
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Building and File such tax returns relating to the Building operations as may be required under the laws of Pakistan.

FBR Reserved Apartments:

- FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Rules. FBR to discuss the project with the Ministry of Housing stating that the project is offering 1, 2 and 3 beds apartments to its officials in accordance with the following entitlement:
 - A. Grade 17, 18 = One bed apartments
 - B. Grade 17, 18 and 19 = Two bed apartments
 - C. Grade 19, 20, 21 and 22 = Three bed apartment

- FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 41,147/-
19	Rs. 54,704/-
20	Rs. 68,700/-
21	Rs. 82,261/-
22	Rs. 98,444/-

- In case the FBR reserved apartments remain vacant for more than a month, Concessionaire shall have a right to give FBR reserved apartments on market rent in accordance with the procedure laid down in the Agreement. In case of renting of the FBR-reserved apartment by the Concessionaire to the general public, the Concessionaire shall retain an amount equivalent to the average of the ceiling rates, prevalent at the time, as per the entitlement of FBR officials for the type of apartment, and shall pass on the excess to the FBR from the monthly rent received from the tenant. For instance, concessionaire is renting out 3 bed apartments reserved for FBR, the revenue share of FBR will be:

 = Monthly rent earned - ((Ceiling of Grade 20 + Ceiling of Grade 21 + Ceiling of Grade 22)/3)

Service Level Agreements for O&M Phase:

The Concessionaire shall prepare an O&M plan to cater to the following Service Level Agreements (SLAs).

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
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Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency Repairs (Plumbing leaks, electrical outages, fire safety issues)	Critical issues that threaten safety or habitability.	Immediate (Within 30 minutes of notification)	Within 4 hours	Uptime of critical systems (e.g., fire alarms, elevators)	- Scheduled maintenance outages
Urgent Repairs (Loss of heat/AC, major appliance failure)	Issues causing significant discomfort or inconvenience.	Within 2 hours of notification	Within 24 hours	Resident satisfaction surveys	- Parts availability delays (documented)
Routine Maintenance Requests (Lightbulb replacement, leaky faucet)	Non-urgent repairs that maintain functionality and comfort.	Within 1 business day of notification	Resolved within 3 business days	Work order completion rate	- High volume of requests (managed expectations)
Building Cleanliness	Common areas (lobbies, hallways, grounds) maintained in a clean and presentable condition.	Daily cleaning	Visible cleanliness upon inspection	Regular inspections	- Acts of God (e.g., sudden snowstorm)
Amenity Functionality	Amenities (pool, gym, clubhouse) functioning properly and available for resident use.	Daily inspections	Resolved within 24 hours of reported issue	Uptime of amenities	- Scheduled maintenance outages
Noise Complaints	Addressing excessive noise disturbances from residents.	Respond within 1 hour of complaint	Resolved within 24 hours (progressive action may take longer)	Resident satisfaction surveys	- Construction (pre-approved by residents)
Resident Communication	Timely notification of maintenance issues, building updates, and emergencies.	As soon as possible, but no later than 24 hours	Utilize multiple channels (e.g., email, text, building notices)	Communication logs	- Urgent situations requiring immediate action

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Pest Control	Addressing identified pest concerns within the unit or common areas.	Within 24 hours of notification	Resolved within 7 days (may require follow-up visits)	Pest-free environment	- Persistent infestations requiring specialized treatment
Package Delivery	Secure receipt and notification of resident packages.	Same or next business day of delivery	Residents notified within 24 hours	Package tracking system	- Delivery service delays
Guest Parking	Availability of designated guest parking spaces.	At least 2 guest spots available at all times	N/A	Percentage of guest parking availability	- Special events with pre-approved parking limitations
Security Concerns	Addressing security breaches or malfunctioning security systems.	Immediate (Within 30 minutes of notification)	Resolved within 24 hours	Functionality of security systems & resident satisfaction surveys	- False alarms
Move-In/Move-Out Procedures	Ensuring a smooth transition for residents.	Pre-move-in inspection scheduled within 48 hours of request	Unit returned to satisfactory condition within 1 week of move-out	Completion of move-in/out checklists	- Unforeseen damages requiring additional repairs
Maintenance Requests (Cosmetic)	Addressing non-urgent aesthetic repairs (paint touch-ups, minor scratches).	Responded to within 3 business days	Resolved within 7 business days	Work order completion rate	- High volume of requests (managed expectations)
Landscaping & Snow Removal	Maintaining a well-groomed and safe outdoor environment.	Daily upkeep for landscaping, within 24 hours after snowfall for snow removal	Visually appealing grounds and clear walkways	- Severe weather conditions impeding service	

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Appliance Replacements	Replacing major appliances in case of malfunction.	Within 2 business days of confirmed appliance failure	Replacement installed within 7 business days (may depend on part availability)	Appliance functionality	- Parts availability delays (documented)
Structural Inspections	Scheduled professional inspections to identify potential problems.	Annually or as recommended by a structural engineer	Inspection report outlining findings and recommendations	Completion of inspections & documented reports	- Acts of God (e.g., earthquake) triggering immediate inspection
Preventative Maintenance (Building Envelope)	Routine maintenance of roof, exterior walls, and foundation to prevent water damage and structural issues.	Biannually (Spring & Fall)	Identified issues addressed before next inspection cycle	Upkeep records and visual inspections	- Unforeseen emergencies requiring immediate repairs
HVAC System Maintenance	Regular servicing of heating, ventilation, and air conditioning systems.	Quarterly or as per manufacturer's recommendations	Optimal system performance and resident comfort	Maintenance	-
Plumbing & Electrical					
Leaky pipes (faucets, showers, toilets)	Addressing leaks that cause water damage or disrupt functionality.	Within 24 hours of notification	Repaired to stop leaks within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring replacement of fixtures (documented)
Clogged drains (excluding hair clogs)	Addressing clogged drains that	Within 1 business day of notification	Resolved within 2 business	Work order completion rate and resident satisfaction	- Hair clogs considered

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	significantly impede water flow.		days	surveys	resident responsibility
Running toilets	Addressing toilets that continuously run and waste water.	Within 1 business day of notification	Repaired to stop running within 3 business days	Work order completion rate and resident satisfaction surveys	- Major repairs requiring replacement of toilet parts (documented)
Faulty light fixtures (excluding burnt-out bulbs)	Addressing malfunctioning light fixtures (switches, wiring issues).	Within 2 business days of notification	Repaired to functional condition within 5 business days	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring rewiring (documented)
Electrical outlet malfunctions	Addressing non-functioning outlets or flickering lights potentially indicating electrical problems.	Within 24 hours of notification	Resolved within 48 hours (may require electrician)	Work order completion rate and resident satisfaction surveys	- Scheduled power outages by utility company
Smoke detector battery replacements		Pre-emptive as per manufacturer recommendations	Batteries replaced during routine maintenance or within 24 hours of resident notification	Up-to-date smoke detector maintenance records	-
Heating & Cooling					
Malfunctioning thermostats	Addressing thermostats that are not regulating temperature properly.	Within 1 business day of notification	Repaired to functional condition within 3 business days	Work order completion rate and resident satisfaction surveys	- Parts availability delays (documented)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Uneven heating/cooling in the unit	Addressing significant temperature variations within the unit.	Within 2 business days of notification	Resolved within 5 business days (may require additional inspection)	Temperature readings documented during inspection	-
Air filter replacements		Scheduled replacements as per manufacturer's recommendations	Filters replaced during routine maintenance or within 48 hours of resident request	Up-to-date air filter replacement records	-
Safety & Security					
Faulty door locks	Addressing malfunctioning door locks (broken keys, jammed mechanisms) that compromise security.	Within 24 hours of notification (priority)	Repaired to functional condition within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring door replacement (documented)
Broken intercom systems	Addressing non-functioning intercom systems that hinder communication and security.	Within 24 hours of notification (priority)	Repaired to functional condition within 72 hours	Uptime of intercom system and resident satisfaction surveys	- Parts availability delays (documented)
Malfunctioning fire extinguishers (inspection & maintenance)		Scheduled inspections as per fire code regulations	Extinguishers serviced and tagged within designated timeframe	Up-to-date fire extinguisher maintenance records	-
Emergency exit path lighting checks		Regularly scheduled inspections	All emergency lights functioning	Documented inspection reports	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
			during inspections		
Interior & Common Areas					
Painting touch-ups (for reported minor damage)	Addressing minor scuffs, scratches, or nail holes on walls.	Responded to within 3 business days	Completed touch-ups within 7 business days	Visual inspection and resident satisfaction surveys	- Extensive damage requiring repainting of sections (managed expectations)
Carpet cleaning (scheduled or based on resident requests)		Scheduled deep cleaning (e.g., annually) or within 48 hours of resident request (for spills/accidents).	Cleaned carpets upon completion of service	Resident satisfaction surveys and documented cleaning schedule	-
Repairing minor drywall damage (e.g., small holes)	Addressing small holes, cracks, or dents in drywall.	Responded to within 3 business days	Repaired to smooth finish within 7 business days	Work order completion rate and resident satisfaction surveys	- Extensive damage requiring replacement of drywall sections (managed expectations)
Replacing burned-out light bulbs in common areas		As identified during routine inspections or within 24 hours of resident notification		All lights functioning in common	

XIV. Schedule N [Form of Operations Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Clifton, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the

“Demand”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at which Demand will be made]* [or through SWIFT instructions transmitted by the FBR’s bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the “**Bank Account**”).

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR’s bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR’s Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank’s obligations hereunder shall expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank’s aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (d) in any way impairing or affecting the Guarantor Bank’s liabilities hereunder;
- (e) notice to the Guarantor Bank; and
- (f) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Clifton, Karachi, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

XV. Schedule O [Project Completion Schedule]

Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Anticipated start of design	Within 10 days of Effective Date
Anticipated end of design	Within 120 days of Effective Date
Commencement Date	Within 180 days from the Effective Date
Anticipated start of construction	Commencement Date
Substantial Completion	Thirty-six (36) months from Commencement Date
Anticipated expiry of Concession Agreement & handover of facilities	At end of 25th year of the date of signing of Concession Agreement
Scheduled Project Completion Date	As determined by Independent Auditor on Substantial Completion but in any event not exceeding 90 days following Substantial Completion Date

XVI. Schedule P [List of Project Documents]

Project documents include but not limited to the following:

- Corporate Details of Concessionaire
- Financing Agreement
- Board Resolution
- Power of Attorney to sign documents on behalf of SPV

XVII. Schedule Q [Request for Proposal]

TO BE INSERTED

XVIII. Schedule R [List of Construction Tests]

The Bidder shall submit a list of the tests to be carried out and their corresponding sample forms within the proposed methodology. This list shall include, at a minimum, the following tests:

- Sieve Analysis
- Specific Gravity
- Liquid and plastic limit
- Moisture Density
- Sand equivalent test
- Modified proctor test
- In situ density
- CBR Test
- In situ CBR
- Brick Test
- Steel Test
- Concrete test
- Asphalt test
- Compaction Test
- Cylinder strength test
- Any other related tests that may be conducted

XIX. Schedule S [Form of Transfer Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Clifton, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the “**Demand**”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at*

which Demand will be made] [or through SWIFT instructions transmitted by the FBR's bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the "**Bank Account**").

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR's bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [Insert date and time] (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (g) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- (h) notice to the Guarantor Bank; and
- (i) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Clifton, Karachi, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

XX. Schedule T [Bid Offer]

TO BE INSERTED

XXI. Schedule U (Corporate Details of the Concessionaire)

TO BE INSERTED

XXII. Schedule V [IE Contract Letter of Consent]

TO BE INSERTED

XXIII. Schedule W [IA Contract Letter of Consent]

TO BE INSERTED

XXIV.Schedule X [Project Assets]

Tangible Assets	
Building Structure	This includes the foundation, framework, walls, roof, floors, and any permanent fixtures like balconies or fire escapes.
Building Systems	The mechanical, electrical, plumbing (MEP) systems that provide utilities like heating, cooling, water, and waste disposal.
Amenities	Common areas and features like elevators, lobbies, security systems, and parking facilities.
Finishes	Interior and exterior finishes like flooring, paint, cabinetry, appliances, and landscaping.
Furniture and Furnishings	This includes all furniture pieces (sofas, beds, tables, chairs) and furnishings (rugs, curtains, lamps, artwork) within each apartment unit.
Appliances	Major appliances like refrigerators, ovens, dishwashers, washing machines, and dryers etc. are considered project assets if they are included in the furnished units.
Intangible Assets	
Permits and Approvals	All the licenses and permits obtained from local authorities for construction and occupancy.
Architectural Plans and Engineering Designs	The detailed blueprints and engineering specifications for the building.
Marketing Materials and Branding	The marketing strategy and assets used to promote the apartments to potential tenants/buyers.
Intellectual Property	Any patents or trademarks associated with the design or construction of the building.
Construction Contracts	Contracts signed with contractors, architects, engineers, and other service providers involved in the project.
Insurance Policies	Insurance coverage for various risks, property damage, and potential liability
O&M Manual	Includes a comprehensive guide for residents, property managers, and maintenance personnel on the proper operation and upkeep of the building and its various systems
Inventory Management	Tracking and managing the inventory of furniture and furnishings and other housekeeping supplies.
Furniture Maintenance and Replacement Plans	Strategies for ongoing maintenance of furniture and a plan for eventual replacement due to wear and tear.
Tenant Management System	This includes tenancy agreement, rent recording mechanism, balance due from tenants.
Financial Record	Including financial statements and underlying record. Statutory and internal audit report

XXV. Schedule Y [Project Implementation Programme]

CONCESSIONAIRE TO PROVIDE DETAILED IMPLEMENTATION PROGRAM BASED ON THE FOLLOWING TENTATIVE TIMELINE

Activities/ Phases	Tentative Timeline
Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Design Phase	Right after completion of Financial Close
Construction Phase	Within 3 years after the signing of agreement
Commercial operations Phase	4 th Year after completion of construction phase
Expiry of Concession Period i.e. Construction Time (3 years) + Operations	At end of 25th year of the date of signing of Concession Agreement
Handing over of the Project to FBR	After the concession period

XXVI. Schedule Z [Description Of The Project And Scope Of Work]

The Property is currently under the management and control of the Federal Board of Revenue (FBR). FBR intends to invite Bidders to invest in the Project to develop, design, finance and construct the multistory residential apartments building on land and operate and maintain the Project Assets for a period of 25 years (the, "Concession Period") in accordance with the terms of the RFP and the Concession Agreement.

The Project will have following components:

- Commercial Close;
- Financial Close;
- Design & Construction Phase
- Operations and Management Phase
- Handback

A. Commercial Close

FBR will issue a Letter of Intent (LOI) to negotiate the final Concession Agreement terms with the Successful Bidder. FBR may request revised bids based on its needs. Upon meeting these requirements, the Successful Bidder will receive a Letter of Support (LOS). Finally, the SPV formed by the Concessionaire will sign the Concession Agreement with FBR.

B. Financial Close

The Concessionaire will have to achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep FBR well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of FBR upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

C. Design & Construction Phase

Please refer *Schedule G Design and Construction Performance Standards* for details.

D. Operation and Management Phase

Please refer *Schedule M O&M Requirements* for details.

E. Handback

Please refer *Schedule J Handback Requirements* for details.

F. Project Clearances

Federal Board of Revenue will facilitate Successful Bidder in securing all necessary approvals from Public Sector Entities for smooth implementation of the Project.

G. Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain for themselves on their own responsibility, all information that may be necessary for preparing the Proposal and for assessment of construction/ development, operations and maintenance needed at the site. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder's own expense.

H. Key Dates

Please refer *Schedule O Project Completion Schedule* for details.

XXVII. Schedule AA [Format of Provisional Completion Certificate]

PROVISIONAL COMPLETION CERTIFICATE

I/We, (Name of the Independent Engineer), am/are acting as Independent Engineer, under and in accordance with the Concession Agreement entered into between: (i) The Federal Board of Revenue, a revenue collection agency for the Government of Pakistan, with its headquarters located at FBR Headquarters, Constitution Avenue, Clifton, Karachi, Pakistan, hereinafter referred to as "FBR" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); and (ii) [M/s _____ Limited], a private limited company duly incorporated registered and existing under the Applicable Laws of Pakistan, with its registered office located at [•] hereinafter referred to as the "Concessionaire" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns).

I/We, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession dated (the "Agreement"), for the Project Facility at Block-1, Clifton in Shirin Jinnah Colony on design, build, finance, maintain, operate and transfer (DBFMO) basis, through (Name of Concessionaire), hereby certify that the tests carried out have been undertaken for the Project Facility/section ----- of the Project to determine compliance thereof with the provisions of the Agreement.

Construction Works forming part of the Project Facility/section ----- of the Project Facility that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the FBR or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,)

I/We am/are satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Facility/section ----- of the Project Facility, pending completion thereof.

Notes:

- 1) Structure Works of the Building & all other related works shall be completed before issuance of Provisional Certificate.
- 2) Punch List/Remaining Works along with the schedule of completion as per the Concession Agreement shall be attached.
- 3) The above certificate is for the purpose of format only. Actual format based on site activities shall be subject to the approval of the Independent Engineer.

XXVIII. Schedule AB [Operations and Maintenance Manual]

TO BE INSERTED

XXIX. Schedule AC [Insurance]

PART I – CONSTRUCTION PERIOD INSURANCES

As mutually agreed between the Parties prior to the Commencement Date.

PART II – OPERATIONS PERIOD INSURANCES

As mutually agreed between the Parties prior to the Commencement Date.

XXX. Schedule AD [Requirements for Final Inspection]

TO BE FINALIZED BEFORE THE SIGNING OF THE AGREEMENT

XXXI. Schedule AE [Hand back Certificate]

1. [insert details] being the Independent Engineer, and [insert details] being the Independent Auditor, refer to the agreement entitled "Concession Agreement" dated [●] (as amended from time to time) (the "**Concession Agreement**") relating to, *inter alia*, Development & Operations of Multistory Residential Apartments on FBR land situated in Clifton, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement (the "**Project**");
2. The Independent Engineer and the Independent Auditor hereby acknowledge the compliance the fulfillment by the Concessionaire of the Divestment Requirements set forth in Section 18 of the Concession Agreement and, on such basis, hereby issue this Hand Back Certificate (the "**Certificate**").
3. Upon issuance of this Certificate, the FBR shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Concession Assets (*as defined in the Concession Agreement*) and the same shall be deemed to have vested unto the FBR, free from any encumbrances, charges and liens whatsoever, other than such encumbrances which the FBR was responsible to prevent under the terms of this Agreement.

Signed this day of, at Clifton, Karachi.

For and on behalf of

[Insert Details]

Signature

Name

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

NIC No.

NIC No.

For and on behalf of

[●]

Signature

Name

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

CNIC No.

CNIC No.

Federal Board of Revenue



**Schedules
Draft Concession Agreement**

For

Development & Operations of Multistorey Residential Apartments on FBR land situated in Gulistan-e-Johar, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement

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I. Schedule A [Indicative List of Approvals & Consents]

The list of permits applicable include (but not limited to) :

- I. Building Permissions
- II. Approval/permit from Utilities, Fire Safety Authorities etc.
- III. Environmental Clearances/Approvals, as applicable
- IV. All other relevant statutory approvals/permits for construction and operation of the Project Facilities.

II. Schedule B [Concessionaire proposal]

TO BE INSERTED

III. Schedule C [Format of Completion Certificate]

COMPLETION CERTIFICATE

Name of the Project: _____
Brief Description: _____

Concessionaire: _____
Date of Notice of Award: _____
Date of Completion: _____

I/We, (Name of the Independent Engineer), am/are acting as Independent Engineer, under and in accordance with the Concession Agreement entered into between: (i) The Federal Board of Revenue, a revenue collection agency for the Government of Pakistan, with its headquarters located at FBR Headquarters, Constitution Avenue, Islamabad, Pakistan, hereinafter referred to as "FBR" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); and (ii) [M/s _____ Limited], a private limited company duly incorporated registered and existing under the Applicable Laws of Pakistan, with its registered office located at [•] hereinafter referred to as the "Concessionaire" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns).

This is to certify and confirm that M/s ----- have completed the above mentioned construction phase of the Project in accordance with the Approved Detailed Design and Project Requirements in accordance with the Concession Agreement for the Project Facility at Block 3 in Gulistan-e-Johar on design, build, finance, maintain, operate and transfer (DBFMO) basis, through (Name of Concessionaire), hereby certify that the tests carried out have been successfully undertaken to determine compliance of the Project Facility with the provisions of the Agreement, and I/We am/are satisfied that the Project Facility can be safely and reliably placed in commercial service of the users thereof.

It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project Facility have been completed, and the Project Facility is ready for entry into commercial operation on this the day of 20.....

SIGNED, SEALED AND DELIVERED
For and on behalf of

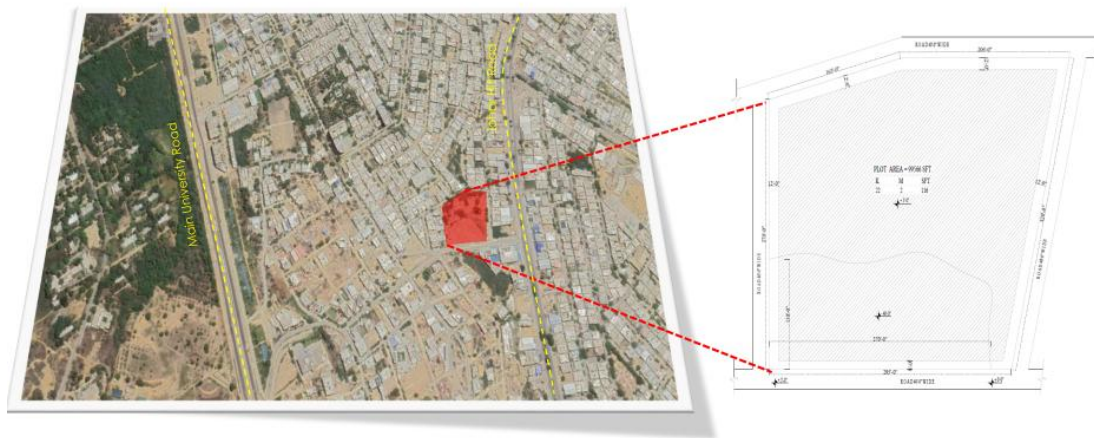
INDEPENDENT ENGINEER by:

(Signature)
(Name)
(Designation)
(Address)

IV. Schedule D [Concession Area]

This site is situated in Gulistan-e-Johar, Karachi, which is a sizable residential enclave. Positioned on the city's eastern periphery, this neighborhood accommodates a diverse population exceeding 1 million individuals. Within Gulistan-e-Johar, a range of educational institutions including schools, colleges, and universities can be found, along with numerous healthcare facilities like hospitals and clinics.

Spanning across 18.7 kanal, the subject plot is located adjacent to the Beacon House School. The University of Karachi and NED University of Engineering & Technology are positioned to the north of the site. Branch roads connect the site to the Main University Road in the north and to Johar Hill Road in the south, via Ibrahim Street. Towards the northwest, the Dow International Dental College and Hospital are located in proximity to the site. Notably, a significant portion of



the plot lies approximately 3 feet below the current road level.

Physical features include vegetation cover and access ways. Major portion of the property consists of open spaces and areas alongside boundary of the property which are currently strewn with local plantation. The main features of these areas highlighted during our visit include:

Vegetation and hard landscape features are also an important part of the fabric of the building. It is essential to identify, retain and preserve the features of the building site that are important in identifying its overall historic character. These features not only add to the beauty of the property but are also considered a major asset in the proposed Project



Beacon House School adjacent to the Site

V. Schedule E [Estimated Project Costs]

TO BE INSERTED

VI. Schedule F [Form of Construction Performance Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Gulistan-e-Jauhar, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR’s Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the

“Demand”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at which Demand will be made]* [or through SWIFT instructions transmitted by the FBR’s bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the “**Bank Account**”).

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR’s bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR’s Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank’s obligations hereunder shall expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank’s aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (a) in any way impairing or affecting the Guarantor Bank’s liabilities hereunder;
- (b) notice to the Guarantor Bank; and
- (c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Gulistan-e-Jauhar, Karachi, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

VII. Schedule G [Design and Construction Performance Standards]

These design and construction performance standards specify the minimum requirements that must be ensured by the Concessionaire. The Concessionaire is expected to adhere to applicable bye-laws and best practices while designing and constructing the project

Design Standards

Under the Design phase, the following activities will be undertaken by the Successful Bidder:

- The Concessionaire should prepare design and layout of the Project in accordance with the building height restrictions, the design preferences, and other requirements laid down in the relevant Building Regulations.
- Prepare detailed design and seek approval of FBR before initiation of Construction work.

a) Apartments Design Requirements

- The following are the envisaged building specifications as per the relevant Building Bye-laws:

Site Area – SFT	99,566
FAR	1:7
No. Floors	G+14
Max Coverage	65%
Parking	1 per 1000 SFT
Front Set Back	8' arcade
Side Set Back	12'
Back Set Back	12'



- The Concessionaire shall be responsible to undertake his own due-diligence and prepare design as per applicable prevalent bye-laws. The Concessionaire shall ensure maximum utilization of the Project covered area in accordance with the applicable standards and bye-laws.
- The Apartments shall be of the following types (No. of beds) and in the following proportion:

Type	Size (SFT)	Proportion
1 Bed	700-850	20%
2 Bed	1200-1400	30%
3 Bed	2200-2500	50%

- The Concessionaire shall be wholly responsible for the Design, Layout Plan, Construction and Development and Financing the construction, commissioning, maintenance and operations of the Project till expiry of the concession period. The Concessionaire shall through Independent Engineer and where required through Independent Auditor shall provide all data, designs, construction designs and milestones shall provide to the FBR for approval (which approval shall not obligate the FBR to incur any Projects risks).
- The construction of the multistory building shall adhere to technical specifications to ensure its safety, durability, and functionality. The foundation will be designed based on a geo-technical report, employing either shallow or deep foundation methods, with adequate bearing capacity to support the structure. The building will have a robust roofing system with proper insulation and drainage provisions. Electrical, plumbing, and HVAC systems will be designed based on load calculations and energy-efficient principles.
- Additionally, the Building shall be built on green/ smart basis, it involves a sustainable and environmentally conscious approach to construction. It entails incorporating eco-friendly design principles, materials, and technologies to minimize its impact on the environment. Key aspects of green building practices include energy efficiency, water conservation, use of renewable resources, and waste reduction. Efficient insulation, solar panels, and energy-efficient appliances contribute to lower energy consumption, while rainwater harvesting and water recycling systems help conserve water resources. Additionally, the selection of locally sourced, recycled, or low-emission building materials further reduces the building's carbon footprint.
- Design of the building to ensure the security of the residents and staff. Design underground parking areas to maximize building and occupant security.
- Quality assurance measures, compliance with local building codes and regulations, and adherence to health and safety protocols will be strictly enforced throughout the project.
- In designing the water supply system, following must be ensured:
 - Design is based on minimum 50 years life period that caters to a mean population of seven (7) people per apartment and gives special attention to water conservancy
 - Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping
 - Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.

- Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
 - Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
 - Water is available for fire fighting
 - Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)
- In designing the sewerage and drainage system, following requirements shall be ensured:
 - Drainage and sewerage systems are maintained independently
 - At least eighty-five (85) percent of water supply is considered as sewage
 - Level of sewage effluent is reduced to an acceptable level as per prevailing standards using adequately sized septic tanks (supported by calculations)
 - Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection.
 - Sewerage system provides external disposal by terminating at the trunk sewer
 - Storm water is captured from rooftops and diverted to drainage system
 - Drainage system is designed on a 10 year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for re-absorption
 - Sewerage and drainage components are designed as per TEPA/WASA design criteria, or in the absence of such, international standards (with reference).

b) Utilities

- In designing the electricity and lighting network, following shall ensure that:
 - Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
 - Electricity network is underground, conforms to KE standards, and connects to a grid station
 - Gas network is underground, conforms to SSGC standards, and connects to the gas mains

- Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, parking areas, footpaths, boundary walls, etc.
- Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas;
- All lights are energy efficient

c) *Additional Considerations for FBR Reserved Apartments*

Apartments reserved for FBR shall be unfurnished and in accordance with the specifications prescribed under Rule 8 of Accommodation Allocation Rules, 2002.

Construction Standards

a) *General Requirements*

Successful Bidder shall be required to carryout following activities under this phase:

- Provide building materials and finishes that are durable and require low maintenance. Building material including concrete, bricks, glass, metal, cast iron, steel, uPVC and other fibers should meet the high quality standards.
- Provide a building that is spatially efficient and designed to maximize the ratio of residential areas to amenities, support, circulation and service areas. Standardize unit types, kitchen and bathroom layouts within a project as much as possible. Co-ordinate and plan for amenity and support service spaces to maximize efficiency of circulation for both tenants and staff. The amenities should be located centrally and grouped for efficiency and to encourage social interaction.
- The Developer should validate the vertical and horizontal load-bearing of the building.
- MEP systems include the following:
 - Elevators
 - Lighting
 - Telecommunications Infrastructure
 - Heating, Ventilation and Air Conditioning (HVAC)
 - Fire Protection
 - Water Supply & Management
 - Waste Disposal Systems
- Built-in lighting should be ensured in kitchens, bathrooms, rooms and corridors and in the form of hanging pendants in dining rooms.

- Incorporate environmentally sustainable operating and maintenance practices by using BIM (Building Information Modelling), ensure compliance with Green Features / Green Building concepts/guidelines and propose smart building and automation concept.
- Visual appeal of the building's exterior should be ensured through design work and by selecting the right materials.
- Building should have common areas consisting of:
 - Indoor amenity spaces for residents use
 - Administration and Program Support Services for administrative and support staff use
 - Service Areas for maintenance and building services and storage
 - Circulation and Access in the building
 - Outdoor Spaces for recreation and services
- Ensure that the mechanical and electrical rooms are located as close as possible to the entry point for utilities. Locate for efficient distribution, including space and access for servicing.
- A comprehensive site water management strategy should be developed by the Concessionaire at an early stage. Erosion control, and storm water management should be addressed. Investigate measures such as pervious paving, rain gardens, bio swales, storm water retention and storm water treatment.
- Demolitions shall be performed in an orderly manner and the Concessionaire shall take all necessary precautions and expedients to prevent damages to the adjacent structures. Explosives shall not be used to remove or demolish the Plain and Reinforced Cement Concrete Structures unless otherwise directed by the Engineer.
- The Concessionaire shall take sufficient steps/ actions/ measures for the safety of the adjoining building and shall be sole responsible for any damage to the existing superstructures and substructures caused due to demolition. FBR shall not be responsible for any misshape due to poor execution.
- Existing utility lines that are visible or the locations of which are made known to the Concessionaire prior to demolition and that are to be retained, as well as utility lines constructed during dismantling if damaged, shall be repaired by the Concessionaire at his own expense.
- All materials resulting from Demolition shall be disposed off out of Municipal limits along the most direct route from the boundary of the project and/or as directed by the Project Engineer.

b) Apartments

Construction of committed number of apartments in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master or Sonex made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation
- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster
- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of 1/2" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1½" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1¼" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1½"×3/8" (40mm×10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1½"×1½"×¼", welded (40 mm×40 mm× 6mm) with M.S. flat 2"×¼" (50mm x 6mm) and finished with paint/polish of approved make
- External main door is 1½" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1½"×3/8" (40mm x 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both sides and fingerplate complete in all respect, and finished with polish of approved make
- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe
- Apartments reserved for market/leasing to commercial third parties shall be furnished.

c) Kitchen

- 12"×12" Master or Sonex made porcelain tiles or equivalent on floors
- Glazed tiles on walls up to five (5) feet

- Vin board cabinet 3/4" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
- Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
- Suigas and electricity point for countertop stove
- Exhaust fan

d) Bathroom

- 8"x12" glazed tiles on floor
- Glazed tiles on walls up to five (5) feet
- WC, washbasin and shower
- Toilet paper holder, soap dish, towel rail, mirror
- Exhaust fan
- Door with stainless steel plate of appropriate thickness fixed on inside.
- All sanitary fittings and sanitary ware made by Sonex, Master or equivalent
- UPVC pipes for internal water supply & sewerage made by Dadex or equivalent
- Toilet and kitchen water supply line will be provided with independent main control valve for isolation and maintenance, and shall have separate piping for hot and cold water with point provision for user installed geyser (gas and/or electrical)
- GI pipes for gas made by IIL, Jamal or equivalent
- Wires of Pakistan Cables or equivalent in PVC pipes installed with sockets, switches and distribution boxes having adequate protection circuits
- All fittings for internal utilities pertaining to electricity, sui-gas and water concealed using all materials like pipes, joints, etc. according to the specifications of respective Government Agency, or in the case of prefabricated walls, any other equivalent arrangement
- Stairs with adequate safety features (railing, etc.) and finishing (mosaic steps, distempered soffit, etc.)

e) Structural Performance Standards

- The work shall conform to the best practices and requirements of all applicable codes and standards, including, but not limited to the following:

Particulars	Components	Standard Benchmark
Building Structure		
Composite Structure Steel &	General Seismic Design	Building Code of

Particulars	Components	Standard Benchmark
RC	Loads, Load Combinations and Nominal Strengths	Pakistan (Seismic Provisions) - Pakistan Engineering Council or currently applicable
	Materials	
	Composite Members	
	Composite Connections	
	Composite Frames	
	RC Shear Walls	
	Composite Steel Plate Shear Walls	
	Structural Design & Specification	
	Masonry	
	Architectural Elements	
	Mechanical & Electrical Systems	
Energy Provisions		
Building Envelope	External Walls & Roofs	Building Code of Pakistan (Energy Provisions-2011) - Pakistan Engineering Council or currently applicable
	Glass & Framing System	
	Air Leakage/Infiltration	
Heating, Ventilation & Air Conditioning	Controls	
	Piping & Ductwork	
	System Balancing	
	Condenser	
Service Water Heating	Piping Insulation	
	Equipment Efficiency	
Lighting	Lighting Control	
	Exit Signs	
	Exterior Building Grounds Lighting	
	Landscape Lighting	
	Interior Lighting Power	
	Exterior Lighting Power	
Electrical Power	Transformers	
	Energy Efficient Motors	
	Power Factor Correction	
	Check Metering	
	Power Distribution Systems	
Safety Systems		
Fire Prevention & Life Safety	General Safety Requirements	Building Code of Pakistan (Fire Safety Provisions-2016) - Pakistan Engineering Council or currently applicable
	Building Services	
	Fire Safety Construction Features	
	Fire Protection Systems	
	Means of Egress	
	Safeguarding Construction Operations	
	Fire Department Access & Water Supply	
	Combustible Waste & Refuse	

Particulars	Components	Standard Benchmark
	Occupancy Fire Safety	

VIII. Schedule H [Form of Financial Close Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 201[●] (hereinafter referred to as the “**Agreement**”) for the design, engineering, construction, financing, commissioning, operations and maintenance of the [Insert Details] Project under the public private partnership mode:

- (a) [Insert FBR Details], having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR [Insert Amount in Numbers]/- (Pakistani Rupees [Insert Amount in Words]).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the “**Demand**”) at the Guarantor Bank’s offices located at [Insert Address of the Guarantor Bank at

which Demand will be made] [or through SWIFT instructions transmitted by the FBR's bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the "**Bank Account**").

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR's bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [Insert date and time] (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (a) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- (b) notice to the Guarantor Bank; and
- (c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Gulistan-e-Jauhar, Karachi, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

IX. Schedule I [FORM OF HANDBACK CERTIFICATE]

TO BE INSERTED

X. Schedule J [HANDBACK REQUIREMENTS]

This Schedule sets out the minimum requirement of the physical condition of the Project Assets [“Minimum Criteria”] at the time of Hand-back. Such requirements shall include:

Category	Requirement	Description
Asset Condition	Quality Standards	<p>Apartments must meet agreed-upon quality standards at handover. An independent inspection may be required for:</p> <ul style="list-style-type: none"> • Functional aspects (doors, windows, plumbing fixtures) • Finishes (paint, flooring, countertops) • Common areas (lobbies, landscaping, amenities)
Asset Condition	Residual Life Assessment	<p>An assessment determining the remaining useful life of the buildings will be carried out by the Independent Consultant to be hired with mutual agreement of FBR to assess factors like:</p> <ul style="list-style-type: none"> • Major building systems (HVAC, plumbing, electrical) • Planned maintenance history
Operational Documents & Knowledge Transfer	Operation & Maintenance Manuals	<p>Detailed manuals outlining operation and maintenance procedures for building systems must be provided including:</p> <ul style="list-style-type: none"> • Recommended preventative maintenance schedules • Spare parts lists and supplier information • Troubleshooting guides for common issues • Specific maintenance requirements for high-end finishes (e.g., stone countertops, wood flooring)
Operational Documents & Knowledge Transfer	As-built Drawings & Warranties	<p>Handover of all construction drawings and any remaining warranties for building components. This could include:</p> <ul style="list-style-type: none"> • Architectural drawings • Structural engineering plans • Mechanical, electrical, and plumbing (MEP) drawings • Warranties for major building components (roofing, elevators) • Warranties for high-end appliances
Operational	Staff Training	FBR staff should be trained on operating and maintaining the

Documents & Knowledge Transfer		<p>buildings, potentially with a knowledge transfer period.</p> <p>Training would cover:</p> <ul style="list-style-type: none"> • Building systems operation • Emergency procedures • Tenant management Regulatory compliance • Specific maintenance tasks for high-end finishes and appliances
Financial Considerations	Security Deposits	<p>Return of any security deposits held by the Concessionaire, depending on the condition of the assets at handback.</p> <ul style="list-style-type: none"> • Deductions may be made for any necessary repairs identified during the handover inspection, particularly those related to excessive wear and tear beyond normal depreciation.
Financial Considerations	Unresolved Dues	<p>Settlement of any outstanding fees or charges related to the project, such as:</p> <ul style="list-style-type: none"> • Unpaid rent or utility bills from tenants • Outstanding maintenance costs • Final performance penalties (if applicable)
Environmental Considerations	Environmental Site Assessment	<p>A report assessing any potential environmental liabilities associated with the property. This would include:</p> <ul style="list-style-type: none"> • Asbestos or lead paint testing • Soil or groundwater contamination
Records & Data	Project Records	<p>Handover of all relevant project records, including:</p> <ul style="list-style-type: none"> • Construction documents • Financial records • Tenant information (with appropriate privacy considerations) • Operational logs and reports • Maintenance records detailing work performed on apartments and common areas

Insurance	Insurance Documentation	Transfer of any remaining insurance policies related to the property to FBR.
Dispute Resolution	Dispute Resolution Mechanism	Outline the process for resolving any disagreements that may arise during the handback process, potentially referencing the original concession agreement.
Apartment Maintenance	Reserve Fund for Major Repairs	A reserve fund set aside to cover the cost of major repairs during the Concession Period should be handed over, along with a plan for its future use. This ensures that PFR has resources for capital expenditures like roof replacement or building envelope repairs.
Apartment Maintenance	Spare Parts Inventory	Providing a sufficient inventory of spare parts for critical building systems and high-end finishes to minimize downtime during repairs.

All costs shall be borne by the Concessionaire in this regard. The Concessionaire shall also provide a Transfer Bond to comply with the requirements of the Handback Requirements.

XI. Schedule K [TORs of The Independent Auditor]

The Independent Auditor shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Auditor in this Agreement. Without limiting the generality of the foregoing, during the Services Period, the Independent Auditor will be responsible for:

- i. Monitoring quarterly the financial progress against the detailed budgets submitted by the Operator at the time of bidding during construction phase.
- ii. Carrying out audits (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Applicable Laws, Applicable Permits and Good Industry Practices in accordance with the procedures set out in the Agreement.
- iii. Monitoring debt repayments to ensure they are made timely in accordance with the Financing Agreement.
- iv. Notifying FBR if the Concessionaire defaults on debt payments for more than 45 days.
- v. Assisting the Parties in determining, under the Concession Agreement:
 - existence and consequences of a Force Majeure Event,
 - an Event of Default,
 - the remedy of defaults and termination procedures,
 - the existence, nature and consequences of a Change in Law
 - the existence and consequences of any of the other relief items set out in the Concession Agreement, and/or
 - any other matter of a technical nature referred by both Parties;
- vi. Ensuring that apartments reserved for the FBR are occupied only by FBR officials. The Concessionaire must not rent them to the general public without prior notification to the FBR.
- vii. Checking calculation of any surplus rent to be paid to the FBR by the concessionaire in cases where vacant FBR apartments are rented to the general public, according to the terms specified in the Concession Agreement.
- viii. Ensuring payment of surplus rent, as detailed above, to FBR is made by 15th of the subsequent month.
- ix. Reviewing the proposed changes in budget / re alignment of yearly budget during the construction period.
- x. Reviewing rent due from the FBR officials and notifying FBR and relevant department for release of outstanding rent.
- xi. Carrying out any other duties and functions specified in the Concession Agreement, other than those listed above.

XII. Schedule L [TORs OF THE INDEPENDENT ENGINEER]

The Independent Engineer is to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Independent Engineer is to:

- a. independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Hand-back and Defects Liability Period of the Project Facilities to ensure compliance by the Concessionaire with the Project Requirements and provisions of the Agreement;
- b. report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- c. assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and

Without limiting the Independent Engineer's functions under the Concession Contract, such functions can be summarised as follows:-

A. Review of Design Documentation

- i. Review of the Contracts for the design and construction of the Construction Works and for Operation and Maintenance of the Project and make recommendations to FBR and the Concessionaire for amendments which, in its opinion, should be made to the Contracts with Design Firm to avoid conflicts between those contracts and the Concession Contract.
- ii. Audit the Preliminary Design and any amendments thereto for compliance with all the standards and specifications specified in the Agreement applicable to the Preliminary Design and make recommendations to the FBR for approval by the FBR of the Preliminary Design or provide the FBR and the Concessionaire with details of the non-compliance within 21 days of receipt of the Preliminary Design.
- iii. Audit the Detailed Design and any amendments thereto for compliance with all the applicable standards and specifications specified in the Agreement as applicable to the Detailed Design and notify the Concessionaire and the FBR as to whether the Detailed Design complies with the standards specified in the Agreement and, if not, provide details of the non-compliance and suggest improvements to the Detailed Design to the Concessionaire and the FBR within 21 days of receipt of such Detailed Design.
- iv. Determine any extension of time, amount of monetary compensation or relief from penalties to which the Concessionaire is entitled on suspension or variation of any Construction Works by the FBR pursuant to the Concession Contract.

Conduct a general overview of the programme for completion of the Detailed Design insofar as it relates to the obligations of the FBR and inform the FBR of those obligations.

- v. Receive from the designers and Contractors (as relevant) certificates confirming that due care was exercised by them in carrying out the Preliminary Design or Detailed Design (as relevant).

B. Monitoring of Site Availability and Permits

- i. Monitor, obtain information from Contractors (as relevant) and report to the FBR and the Concessionaire on the status and progress of the permits applied for in relation to the Project.
- ii. Monitor and report to the FBR and the Concessionaire on progress of removal of existing facilities, diversion of existing services and any other work which is necessary to enable construction on the Construction Works to proceed. Advise FBR, the Concessionaire and the Contractor of action required to avoid any delays to the commencement of any Construction Works.

C. Review of Construction Programmes

- i. Audit the Initial Construction Programme and the Additional Construction Works Programme (as and when it is prepared in accordance with the Concession Agreement) for compliance with the completion requirements specified in the FBR's Requirements (if any) and the relevant Construction Contract and, if necessary, recommend to FBR and the Concessionaire any amendments to the programmes which may be necessary to achieve the construction completion requirements.
- ii. Monitor the progress of the Construction Works against the Initial Construction Programme and the Additional Construction Works Programme (as relevant) and report to the FBR and the Concessionaire any variance from the relevant programme, promptly give written notice of the variance to the FBR and the Concessionaire.

D. Control of Construction Quality

- i. The Independent Engineer must review the Quality Assurance System and report to the Concessionaire and the Contractor as to whether the Quality Assurance System complies with the requirements of ISO/9002 or any other standard agreed by the Parties to the Concession Agreement and, if not provide the Concessionaire and the Contractor with details of the non compliance as soon as reasonably practicable.

- ii. Audit performance of the Concessionaire against the Quality Assurance System by, amongst other things, auditing test results and, where the Independent Engineer considers reasonably appropriate, by a system of verification involving inspections and periodic checking.
- iii. Audit compliance of the completed Construction Works with the FBR's Requirements.

E. Extensions of Time/Compensation/Relief from Penalties

Make a determination as to an extension of any date or period, any monetary compensation or any relief from penalties as provided for in the Concession Agreement.

F. Completion Certificates and Requirements

- i. Inspect such Building Section and/or Associated Facility in the time period and as required by the Concession Agreement on receipt of a notice under the Concession Agreement and issue a Taking Over Certificate in respect of any Construction Works as required and in accordance with the Concession Agreement or give notice to the FBR and the Concessionaire as required under the Concession Agreement.
- ii. Issue a Performance Certificate as required and in accordance with the Concession Agreement for a particular package of Construction Works or the Independent Engineer being satisfied that the Contractor has completed all activities.
- iii. Review the as built drawings, other technical and design information and completion records that are required to be provided to the FBR in respect of completed Construction Works and review such drawings, information and records and instruct any necessary clarification of, or modification to such drawings, information and records.

G. Environmental and Social Requirements

- i. Audit compliance with the Environmental Requirements as applicable.
- ii. Audit compliance with the Concessionaire's social obligations under the Concession Agreement.

H. Auditing of Operations and Maintenance

- i. Conduct periodic audits, at times reasonably determined by the Independent Engineer, of Operations and Routine Maintenance for compliance with the FBR's Requirements (including where necessary verification through site visits).
- ii. Audit the Operation and Maintenance Manuals for compliance with Schedule [.] to the Concession Agreement.

- iii. Review the periodic condition surveys and proposed remedial actions of the Concessionaire and arrange independent surveys, if necessary, to establish compliance with the performance specifications specified in the FBR's Requirements.
- iv. Audit the Operation and Maintenance management systems, the management information systems and procedures for compliance with Schedule [.] to the Concession Agreement.

H. Financial Control

- i. Review the proposed Payment Schedules (as defined in the relevant Construction Agreement) in conjunction with the Construction Programme and Construction Schedule;
- ii. Report on the Contractor's control of progress of Works and risks to completion within the time established in accordance with the relevant Construction Contract.
- iii. Receive the Contractor's application for progress payments for Construction Works and certify amounts due for payment under the Construction Contract.
- iv. Adjudicate claims for additional payment and extensions of time in terms of the Design/Construction Contracts.
- v. Certify final amounts due under the Construction Contracts.
- vi. Review the updated information supplied by the Lenders and the Concessionaire pertaining to the Financial Model and report same to the FBR.
- vii. Submit bi-monthly status reports covering all aspects of his activities to the FBR and the Concessionaire with a copy to the Lender's Technical Advisor, if any.

I. Hand-back of Project Facilities to FBR

At the time of handing back the Project Facilities to FBR at the end of Concession Period, the Independent Engineer shall:

- i. monitor and certify compliance with the Hand-back Requirements, and
- ii. issue a Certificate of Compliance with Hand-back Requirements to the Concessionaire.

J. Defects Liability Period

During this period the Independent Engineer would monitor, in accordance with Good Industry Practice, the defects arising and activities undertaken by the Concessionaire so as to ensure compliance with the rectification. The specific activities to be undertaken would include the following:

- inspect the Project Facilities frequently and as and when exigencies require to ascertain conformity with Project Requirements;

- ascertain the cost of rectification of defects if to be rectified at the risk and cost of the concessionaire;
 - suggest suitable remedial measures/ procedures, where necessary.
- ii. In the event of Emergency, the Independent Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including decommissioning of any Project Facilities where necessary.

K. Breach of Obligations

If during the course or upon review/inspection undertaken by the Independent Engineer or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Independent Engineer shall, under intimation to the other Party, require the defaulting Party to remedy such breach/default within such time and in such manner as the Independent Engineer may deem fit and in each case the same shall be recorded.

L. Meetings, Records and Reporting

- i. The Independent Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month till the Defects Liability Period.
- ii. The Independent Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
- a. Manpower deployed and other organizational arrangements of the Independent Engineer;
 - b. Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As Built drawings, Schedules, plans and reports;
 - c. Inspections undertaken and notices/instructions issued to the Concessionaire or FBR;
 - d. Review of compliance with Project Requirements;
 - e. Tests;
 - f. Change of Scope and Change in Law;
 - g. Emergency (including accidents);
 - h. Force Majeure Events;

i. Breaches and defaults by the Parties; and

j. Hand-back Requirements

iii. The Independent Engineer would be required to submit the following reports to the Parties during the Concession Period:

a. Implementation Period

- Monthly Progress Report (including details of slippages and remedial measures);
- Report on Tests and report on notices issued;
- Completion Certificate (including Provisional Certificate);
- Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations).

b. Defects Liability Period

- Monthly Report (Defects and remedial measures);
- Report on Tests and report on notices issued;
- Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations);

c. Report on Hand-back Requirements.

d. Any other report as may be reasonably required by FBR or as may be necessary to give effect to the provisions of the Agreement.

XIII. Schedule M [O&M Requirements]

The successful bidder shall bear the operational expenses of the Multistory Residential Building (the Building) during the concession term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of the FBR.

The successful bidder will be required to operate the Project in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Investor will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Building and that the relationship with Federal Board of Revenue operates through channels of dialogue and transparency.

To ensure smooth operation and maintenance of the Building, the successful bidder shall:

- A well-designed and constructed building that meets the needs of its occupants and complies with safety and building codes. Utilize sustainable and durable materials to minimize future maintenance requirements. A comprehensive maintenance plan that covers routine inspections, repairs, and upgrades to identify and fix issues promptly;
- Implementation of robust security measures to ensure the safety of occupants and property. This may include surveillance cameras, access control systems, security personnel, and emergency response protocols. Conduct regular drills and provide training to building occupants and employees to respond to emergencies;
- Ensure timely collection of rents and allocate funds for maintenance, repairs, and improvements;
- Establish clear and transparent contracts with service providers and vendors to ensure continuity and efficiency in building operations;
- Foster open communication with tenants to address their concerns promptly. Consider setting up a digital platform for tenants to report issues and stay updated on building announcements;
- Provide ongoing training to building staff, including security personnel, maintenance workers, and property managers, to keep them updated on industry best practices and safety measures.

Successful bidder shall be entitled to the following during the concession term:

- Collect revenue from the Building operations;
- Arrange for association with one or more credit card systems for receipt collection;
- Open one or more bank account(s) in the name and title of the tradename of the Project. That account shall be opened in an internationally recognized bank with good standing chosen by Federal Board of Revenue, this account(s) will be used by

the Successful Bidder for depositing revenue collected from the Building's operation and for disbursements of the entire cost and expense of maintaining, conducting and supervising the operation of the Building.

- Recruit, interview, and hire employees of the Building and pay from the bank account(s) of the Building, salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Building and for the purchase of all operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Building;
- Maintain a clean and hygienic environment by hiring professional cleaning services to clean common areas, hallways, and restrooms regularly and promote energy-efficient practices and encourage tenants to adopt sustainable habits. This may include using LED lighting, encouraging recycling, and reducing water consumption.
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for revenues, rates, clientele structure, sales terms for commercial area and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in the Building.
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Building and File such tax returns relating to the Building operations as may be required under the laws of Pakistan.

FBR Reserved Apartments:

- FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Rules. FBR to discuss the project with the Ministry of Housing stating that the project is offering 1, 2 and 3 beds apartments to its officials in accordance with the following entitlement:
 - A. Grade 17, 18 = One bed apartments
 - B. Grade 17, 18 and 19 = Two bed apartments
 - C. Grade 19, 20, 21 and 22 = Three bed apartment

- FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 41,147/-
19	Rs. 54,704/-
20	Rs. 68,700/-
21	Rs. 82,261/-
22	Rs. 98,444/-

- In case the FBR reserved apartments remain vacant for more than a month, Concessionaire shall have a right to give FBR reserved apartments on market rent in accordance with the procedure laid down in the Agreement. In case of renting of the FBR-reserved apartment by the Concessionaire to the general public, the Concessionaire shall retain an amount equivalent to the average of the ceiling rates, prevalent at the time, as per the entitlement of FBR officials for the type of apartment, and shall pass on the excess to the FBR from the monthly rent received from the tenant. For instance, concessionaire is renting out 3 bed apartments reserved for FBR, the revenue share of FBR will be:

= Monthly rent earned - ((Ceiling of Grade 20 + Ceiling of Grade 21 + Ceiling of Grade 22)/3)

Service Level Agreements for O&M Phase:

The Concessionaire shall prepare an O&M plan to cater to the following Service Level Agreements (SLAs).

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
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Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency Repairs (Plumbing leaks, electrical outages, fire safety issues)	Critical issues that threaten safety or habitability.	Immediate (Within 30 minutes of notification)	Within 4 hours	Uptime of critical systems (e.g., fire alarms, elevators)	- Scheduled maintenance outages
Urgent Repairs (Loss of heat/AC, major appliance failure)	Issues causing significant discomfort or inconvenience.	Within 2 hours of notification	Within 24 hours	Resident satisfaction surveys	- Parts availability delays (documented)
Routine Maintenance Requests (Lightbulb replacement, leaky faucet)	Non-urgent repairs that maintain functionality and comfort.	Within 1 business day of notification	Resolved within 3 business days	Work order completion rate	- High volume of requests (managed expectations)
Building Cleanliness	Common areas (lobbies, hallways, grounds) maintained in a clean and presentable condition.	Daily cleaning	Visible cleanliness upon inspection	Regular inspections	- Acts of God (e.g., sudden snowstorm)
Amenity Functionality	Amenities (pool, gym, clubhouse) functioning properly and available for resident use.	Daily inspections	Resolved within 24 hours of reported issue	Uptime of amenities	- Scheduled maintenance outages
Noise Complaints	Addressing excessive noise disturbances from residents.	Respond within 1 hour of complaint	Resolved within 24 hours (progressive action may take longer)	Resident satisfaction surveys	- Construction (pre-approved by residents)
Resident Communication	Timely notification of maintenance issues, building updates, and emergencies.	As soon as possible, but no later than 24 hours	Utilize multiple channels (e.g., email, text, building notices)	Communication logs	- Urgent situations requiring immediate action

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Pest Control	Addressing identified pest concerns within the unit or common areas.	Within 24 hours of notification	Resolved within 7 days (may require follow-up visits)	Pest-free environment	- Persistent infestations requiring specialized treatment
Package Delivery	Secure receipt and notification of resident packages.	Same or next business day of delivery	Residents notified within 24 hours	Package tracking system	- Delivery service delays
Guest Parking	Availability of designated guest parking spaces.	At least 2 guest spots available at all times	N/A	Percentage of guest parking availability	- Special events with pre-approved parking limitations
Security Concerns	Addressing security breaches or malfunctioning security systems.	Immediate (Within 30 minutes of notification)	Resolved within 24 hours	Functionality of security systems & resident satisfaction surveys	- False alarms
Move-In/Move-Out Procedures	Ensuring a smooth transition for residents.	Pre-move-in inspection scheduled within 48 hours of request	Unit returned to satisfactory condition within 1 week of move-out	Completion of move-in/out checklists	- Unforeseen damages requiring additional repairs
Maintenance Requests (Cosmetic)	Addressing non-urgent aesthetic repairs (paint touch-ups, minor scratches).	Responded to within 3 business days	Resolved within 7 business days	Work order completion rate	- High volume of requests (managed expectations)
Landscaping & Snow Removal	Maintaining a well-groomed and safe outdoor environment.	Daily upkeep for landscaping, within 24 hours after snowfall for snow removal	Visually appealing grounds and clear walkways	- Severe weather conditions impeding service	

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Appliance Replacements	Replacing major appliances in case of malfunction.	Within 2 business days of confirmed appliance failure	Replacement installed within 7 business days (may depend on part availability)	Appliance functionality	- Parts availability delays (documented)
Structural Inspections	Scheduled professional inspections to identify potential problems.	Annually or as recommended by a structural engineer	Inspection report outlining findings and recommendations	Completion of inspections & documented reports	- Acts of God (e.g., earthquake) triggering immediate inspection
Preventative Maintenance (Building Envelope)	Routine maintenance of roof, exterior walls, and foundation to prevent water damage and structural issues.	Biannually (Spring & Fall)	Identified issues addressed before next inspection cycle	Upkeep records and visual inspections	- Unforeseen emergencies requiring immediate repairs
HVAC System Maintenance	Regular servicing of heating, ventilation, and air conditioning systems.	Quarterly or as per manufacturer's recommendations	Optimal system performance and resident comfort	Maintenance	-
Plumbing & Electrical					
Leaky pipes (faucets, showers, toilets)	Addressing leaks that cause water damage or disrupt functionality.	Within 24 hours of notification	Repaired to stop leaks within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring replacement of fixtures (documented)
Clogged drains (excluding hair clogs)	Addressing clogged drains that	Within 1 business day of notification	Resolved within 2 business	Work order completion rate and resident satisfaction	- Hair clogs considered

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	significantly impede water flow.		days	surveys	resident responsibility
Running toilets	Addressing toilets that continuously run and waste water.	Within 1 business day of notification	Repaired to stop running within 3 business days	Work order completion rate and resident satisfaction surveys	- Major repairs requiring replacement of toilet parts (documented)
Faulty light fixtures (excluding burnt-out bulbs)	Addressing malfunctioning light fixtures (switches, wiring issues).	Within 2 business days of notification	Repaired to functional condition within 5 business days	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring rewiring (documented)
Electrical outlet malfunctions	Addressing non-functioning outlets or flickering lights potentially indicating electrical problems.	Within 24 hours of notification	Resolved within 48 hours (may require electrician)	Work order completion rate and resident satisfaction surveys	- Scheduled power outages by utility company
Smoke detector battery replacements		Pre-emptive as per manufacturer recommendations	Batteries replaced during routine maintenance or within 24 hours of resident notification	Up-to-date smoke detector maintenance records	-
Heating & Cooling					
Malfunctioning thermostats	Addressing thermostats that are not regulating temperature properly.	Within 1 business day of notification	Repaired to functional condition within 3 business days	Work order completion rate and resident satisfaction surveys	- Parts availability delays (documented)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Uneven heating/cooling in the unit	Addressing significant temperature variations within the unit.	Within 2 business days of notification	Resolved within 5 business days (may require additional inspection)	Temperature readings documented during inspection	-
Air filter replacements		Scheduled replacements as per manufacturer's recommendations	Filters replaced during routine maintenance or within 48 hours of resident request	Up-to-date air filter replacement records	-
Safety & Security					
Faulty door locks	Addressing malfunctioning door locks (broken keys, jammed mechanisms) that compromise security.	Within 24 hours of notification (priority)	Repaired to functional condition within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring door replacement (documented)
Broken intercom systems	Addressing non-functioning intercom systems that hinder communication and security.	Within 24 hours of notification (priority)	Repaired to functional condition within 72 hours	Uptime of intercom system and resident satisfaction surveys	- Parts availability delays (documented)
Malfunctioning fire extinguishers (inspection & maintenance)		Scheduled inspections as per fire code regulations	Extinguishers serviced and tagged within designated timeframe	Up-to-date fire extinguisher maintenance records	-
Emergency exit path lighting checks		Regularly scheduled inspections	All emergency lights functioning	Documented inspection reports	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
			during inspections		
Interior & Common Areas					
Painting touch-ups (for reported minor damage)	Addressing minor scuffs, scratches, or nail holes on walls.	Responded to within 3 business days	Completed touch-ups within 7 business days	Visual inspection and resident satisfaction surveys	- Extensive damage requiring repainting of sections (managed expectations)
Carpet cleaning (scheduled or based on resident requests)		Scheduled deep cleaning (e.g., annually) or within 48 hours of resident request (for spills/accidents).	Cleaned carpets upon completion of service	Resident satisfaction surveys and documented cleaning schedule	-
Repairing minor drywall damage (e.g., small holes)	Addressing small holes, cracks, or dents in drywall.	Responded to within 3 business days	Repaired to smooth finish within 7 business days	Work order completion rate and resident satisfaction surveys	- Extensive damage requiring replacement of drywall sections (managed expectations)
Replacing burned-out light bulbs in common areas		As identified during routine inspections or within 24 hours of resident notification		All lights functioning in common	

XIV. Schedule N [Form of Operations Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Gulistan-e-Jauhar, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the

“Demand”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at which Demand will be made]* [or through SWIFT instructions transmitted by the FBR’s bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the “**Bank Account**”).

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR’s bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR’s Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank’s obligations hereunder shall expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank’s aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (d) in any way impairing or affecting the Guarantor Bank’s liabilities hereunder;
- (e) notice to the Guarantor Bank; and
- (f) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Gulistan-e-Jauhar, Karachi, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

XV. Schedule O [Project Completion Schedule]

Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Anticipated start of design	Within 10 days of Effective Date
Anticipated end of design	Within 120 days of Effective Date
Commencement Date	Within 180 days from the Effective Date
Anticipated start of construction	Commencement Date
Substantial Completion	Thirty-six (36) months from Commencement Date
Anticipated expiry of Concession Agreement & handover of facilities	At end of 30th year of the date of signing of Concession Agreement
Scheduled Project Completion Date	As determined by Independent Auditor on Substantial Completion but in any event not exceeding 90 days following Substantial Completion Date

XVI. Schedule P [List of Project Documents]

Project documents include but not limited to the following:

- Corporate Details of Concessionaire
- Financing Agreement
- Board Resolution
- Power of Attorney to sign documents on behalf of SPV

XVII. Schedule Q [Request for Proposal]

TO BE INSERTED

XVIII. Schedule R [List of Construction Tests]

The Bidder shall submit a list of the tests to be carried out and their corresponding sample forms within the proposed methodology. This list shall include, at a minimum, the following tests:

- Sieve Analysis
- Specific Gravity
- Liquid and plastic limit
- Moisture Density
- Sand equivalent test
- Modified proctor test
- In situ density
- CBR Test
- In situ CBR
- Brick Test
- Steel Test
- Concrete test
- Asphalt test
- Compaction Test
- Cylinder strength test
- Any other related tests that may be conducted

XIX. Schedule S [Form of Transfer Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Gulistan-e-Jauhar, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the “**Demand**”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at*

which Demand will be made] [or through SWIFT instructions transmitted by the FBR's bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the "**Bank Account**").

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR's bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [Insert date and time] (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (g) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- (h) notice to the Guarantor Bank; and
- (i) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Gulistan-e-Jauhar, Karachi, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

XX. Schedule T [Bid Offer]

TO BE INSERTED

XXI. Schedule U (Corporate Details of the Concessionaire)

TO BE INSERTED

XXII. Schedule V [IE Contract Letter of Consent]

TO BE INSERTED

XXIII. Schedule W [IA Contract Letter of Consent]

TO BE INSERTED

XXIV.Schedule X [Project Assets]

Tangible Assets	
Building Structure	This includes the foundation, framework, walls, roof, floors, and any permanent fixtures like balconies or fire escapes.
Building Systems	The mechanical, electrical, plumbing (MEP) systems that provide utilities like heating, cooling, water, and waste disposal.
Amenities	Common areas and features like elevators, lobbies, security systems, and parking facilities.
Finishes	Interior and exterior finishes like flooring, paint, cabinetry, appliances, and landscaping.
Furniture and Furnishings	This includes all furniture pieces (sofas, beds, tables, chairs) and furnishings (rugs, curtains, lamps, artwork) within each apartment unit.
Appliances	Major appliances like refrigerators, ovens, dishwashers, washing machines, and dryers etc. are considered project assets if they are included in the furnished units.
Intangible Assets	
Permits and Approvals	All the licenses and permits obtained from local authorities for construction and occupancy.
Architectural Plans and Engineering Designs	The detailed blueprints and engineering specifications for the building.
Marketing Materials and Branding	The marketing strategy and assets used to promote the apartments to potential tenants/buyers.
Intellectual Property	Any patents or trademarks associated with the design or construction of the building.
Construction Contracts	Contracts signed with contractors, architects, engineers, and other service providers involved in the project.
Insurance Policies	Insurance coverage for various risks, property damage, and potential liability
O&M Manual	Includes a comprehensive guide for residents, property managers, and maintenance personnel on the proper operation and upkeep of the building and its various systems
Inventory Management	Tracking and managing the inventory of furniture and furnishings and other housekeeping supplies.
Furniture Maintenance and Replacement Plans	Strategies for ongoing maintenance of furniture and a plan for eventual replacement due to wear and tear.
Tenant Management System	This includes tenancy agreement, rent recording mechanism, balance due from tenants.
Financial Record	Including financial statements and underlying record. Statutory and internal audit report

XXV. Schedule Y [Project Implementation Programme]

CONCESSIONAIRE TO PROVIDE DETAILED IMPLEMENTATION PROGRAM BASED ON THE FOLLOWING TENTATIVE TIMELINE

Activities/ Phases	Tentative Timeline
Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Design Phase	Right after completion of Financial Close
Construction Phase	Within 3 years after the signing of agreement
Commercial operations Phase	4 th Year after completion of construction phase
Expiry of Concession Period i.e. Construction Time (3 years) + Operations	At end of 30th year of the date of signing of Concession Agreement
Handing over of the Project to FBR	After the concession period

XXVI. Schedule Z [Description Of The Project And Scope Of Work]

The Property is currently under the management and control of the Federal Board of Revenue (FBR). FBR intends to invite Bidders to invest in the Project to develop, design, finance and construct the multistory residential apartments building on land and operate and maintain the Project Assets for a period of 25 years (the, "Concession Period") in accordance with the terms of the RFP and the Concession Agreement.

The Project will have following components:

- Commercial Close;
- Financial Close;
- Design & Construction Phase
- Operations and Management Phase
- Handback

A. Commercial Close

FBR will issue a Letter of Intent (LOI) to negotiate the final Concession Agreement terms with the Successful Bidder. FBR may request revised bids based on its needs. Upon meeting these requirements, the Successful Bidder will receive a Letter of Support (LOS). Finally, the SPV formed by the Concessionaire will sign the Concession Agreement with FBR.

B. Financial Close

The Concessionaire will have to achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep FBR well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of FBR upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

C. Design & Construction Phase

Please refer *Schedule G Design and Construction Performance Standards* for details.

D. Operation and Management Phase

Please refer *Schedule M O&M Requirements* for details.

E. Handback

Please refer *Schedule J Handback Requirements* for details.

F. Project Clearances

Federal Board of Revenue will facilitate Successful Bidder in securing all necessary approvals from Public Sector Entities for smooth implementation of the Project.

G. Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain for themselves on their own responsibility, all information that may be necessary for preparing the Proposal and for assessment of construction/ development, operations and maintenance needed at the site. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder's own expense.

H. Key Dates

Please refer *Schedule O Project Completion Schedule* for details.

.

XXVII. Schedule AA [Format of Provisional Completion Certificate]

PROVISIONAL COMPLETION CERTIFICATE

I/We, (Name of the Independent Engineer), am/are acting as Independent Engineer, under and in accordance with the Concession Agreement entered into between: (i) The Federal Board of Revenue, a revenue collection agency for the Government of Pakistan, with its headquarters located at FBR Headquarters, Constitution Avenue, Gulistan-e-Jauhar, Karachi, Pakistan, hereinafter referred to as "FBR" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); and (ii) [M/s _____ Limited], a private limited company duly incorporated registered and existing under the Applicable Laws of Pakistan, with its registered office located at [•] hereinafter referred to as the "Concessionaire" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns).

I/We, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession dated (the "Agreement"), for the Project Facility at Block 3 in Gulistan-e-Johar on design, build, finance, maintain, operate and transfer (DBFMO) basis, through (Name of Concessionaire), hereby certify that the tests carried out have been undertaken for the Project Facility/section ----- of the Project to determine compliance thereof with the provisions of the Agreement.

Construction Works forming part of the Project Facility/section ----- of the Project Facility that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the FBR or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,)

I/We am/are satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Facility/section ----- of the Project Facility, pending completion thereof.

Notes:

- 1) Structure Works of the Building & all other related works shall be completed before issuance of _____ Provisional _____ Certificate.
- 2) Punch List/Remaining Works along with the schedule of completion as per the Concession Agreement shall be attached.
- 3) The above certificate is for the purpose of format only. Actual format based on site activities shall be subject to the approval of the Independent Engineer.

XXVIII. Schedule AB [Operations and Maintenance Manual]

TO BE INSERTED

XXIX. Schedule AC [Insurance]

PART I – CONSTRUCTION PERIOD INSURANCES

As mutually agreed between the Parties prior to the Commencement Date.

PART II – OPERATIONS PERIOD INSURANCES

As mutually agreed between the Parties prior to the Commencement Date.

XXX. Schedule AD [Requirements for Final Inspection]

TO BE FINALIZED BEFORE THE SIGNING OF THE AGREEMENT

XXXI. Schedule AE [Hand back Certificate]

1. [insert details] being the Independent Engineer, and [insert details] being the Independent Auditor, refer to the agreement entitled "Concession Agreement" dated [●] (as amended from time to time) (the "**Concession Agreement**") relating to, *inter alia*, Development & Operations of Multistory Residential Apartments on FBR land situated in Gulistan-e-Jauhar, Karachi under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement (the "**Project**");
2. The Independent Engineer and the Independent Auditor hereby acknowledge the compliance the fulfillment by the Concessionaire of the Divestment Requirements set forth in Section 18 of the Concession Agreement and, on such basis, hereby issue this Hand Back Certificate (the "**Certificate**").
3. Upon issuance of this Certificate, the FBR shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Concession Assets (*as defined in the Concession Agreement*) and the same shall be deemed to have vested unto the FBR, free from any encumbrances, charges and liens whatsoever, other than such encumbrances which the FBR was responsible to prevent under the terms of this Agreement.

Signed this day of, at Gulistan-e-Johar, Karachi.

For and on behalf of

[Insert Details]

Signature

Name

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

NIC No.

NIC No.

For and on behalf of

[●]

Signature

Name

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

CNIC No.

CNIC No.

Federal Board of Revenue



**Schedules
Draft Concession Agreement**

For

Development & Operations of Multistorey Residential Apartments on FBR land situated in Islamabad under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement

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I. Schedule A [Indicative List of Approvals & Consents]

The list of permits applicable include (but not limited to) :

- I. Building Permissions
- II. Approval/permit from Utilities, Fire Safety Authorities etc.
- III. Environmental Clearances/Approvals, as applicable
- IV. All other relevant statutory approvals/permits for construction and operation of the Project Facilities.

II. Schedule B [Concessionaire proposal]

TO BE INSERTED

III. Schedule C [Format of Completion Certificate]

COMPLETION CERTIFICATE

Name of the Project: _____
Brief Description: _____

Concessionaire: _____
Date of Notice of Award: _____
Date of Completion: _____

I/We, (Name of the Independent Engineer), am/are acting as Independent Engineer, under and in accordance with the Concession Agreement entered into between: (i) The Federal Board of Revenue, a revenue collection agency for the Government of Pakistan, with its headquarters located at FBR Headquarters, Constitution Avenue, Islamabad, Pakistan, hereinafter referred to as "FBR" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); and (ii) [M/s _____ Limited], a private limited company duly incorporated registered and existing under the Applicable Laws of Pakistan, with its registered office located at [•] hereinafter referred to as the "Concessionaire" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns).

This is to certify and confirm that M/s ----- have completed the above mentioned construction phase of the Project in accordance with the Approved Detailed Design and Project Requirements in accordance with the Concession Agreement for the Project Facility at Plot No. 54, Sector G-5/2 on design, build, finance, maintain, operate and transfer (DBFMO) basis, through (Name of Concessionaire), hereby certify that the tests carried out have been successfully undertaken to determine compliance of the Project Facility with the provisions of the Agreement, and I/We am/are satisfied that the Project Facility can be safely and reliably placed in commercial service of the users thereof.

It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project Facility have been completed, and the Project Facility is ready for entry into commercial operation on this the day of 20.....

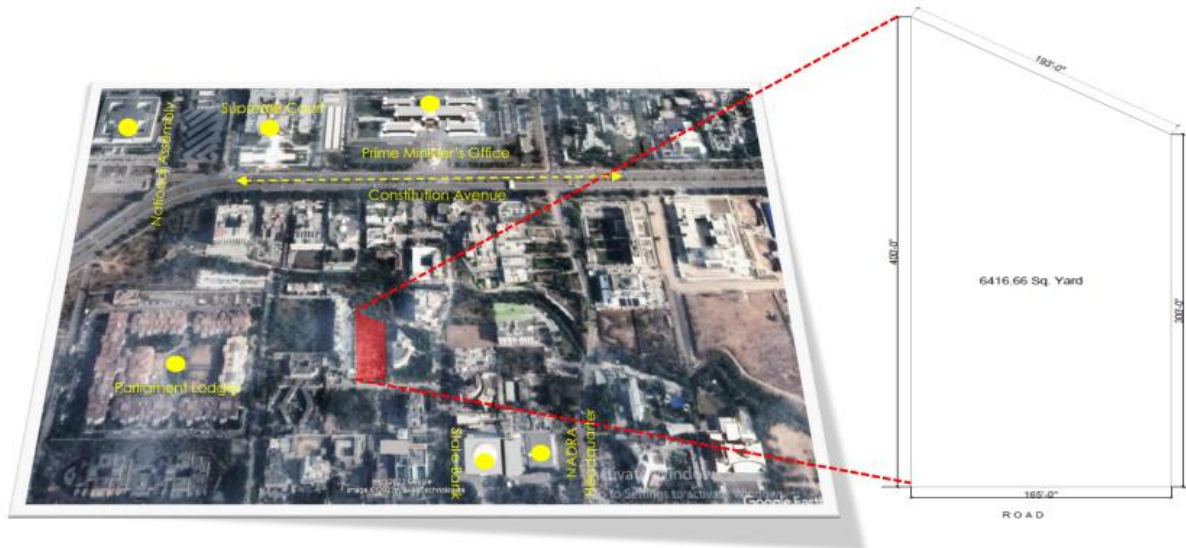
SIGNED, SEALED AND DELIVERED
For and on behalf of

INDEPENDENT ENGINEER by:

(Signature)
(Name)
(Designation)
(Address)

IV. Schedule D [Concession Area]

The proposed site encompasses an area of 10.6 kanals. Strategically positioned in Islamabad, it is situated on Ataturk Avenue (East), G-5/2, and can be accessed from Constitution Avenue as well. The site's central location is noteworthy, being in close proximity to the National Telecommunication (NTC) Headquarters.



Physical features include vegetation cover and access ways. Major portion of the property consists of open spaces, including vast gardens and areas alongside boundary of the property which are currently strewn with local plantation. The main features of these areas highlighted during our visit include:

- Circulation features (walkways, paths, roads)
- Shrubs and trees
- Retaining walls
- Roads
- Original fencing

Vegetation and hard landscape features are also an important part of the fabric of the building. It is essential to identify, retain and preserve the features of the building site that are important in identifying its overall historic character. These features not only add to the beauty of the property but are also considered a major asset in the proposed Project.



Existing Buildings

The area currently designated for parking, boasts certain distinctive features that are essential to consider during the transition to a new building. It's crucial to recognize any landscaping elements or greenery that may be present, as these features contribute to the aesthetics and environmental aspects of the area. Moreover, the location's proximity to transportation hubs or main roads may influence the building's accessibility and visibility.

V. Schedule E [Estimated Project Costs]

TO BE INSERTED

VI. Schedule F [Form of Construction Performance Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Islamabad under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR’s Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the

“Demand”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at which Demand will be made]* [or through SWIFT instructions transmitted by the FBR’s bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the “**Bank Account**”).

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR’s bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR’s Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank’s obligations hereunder shall expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank’s aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (a) in any way impairing or affecting the Guarantor Bank’s liabilities hereunder;
- (b) notice to the Guarantor Bank; and
- (c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Islamabad, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

VII. Schedule G [Design and Construction Performance Standards]

These design and construction performance standards specify the minimum requirements that must be ensured by the Concessionaire. The Concessionaire is expected to adhere to applicable bye-laws and best practices while designing and constructing the project

Design Standards

Under the Design phase, the following activities will be undertaken by the Successful Bidder:

- The Concessionaire should prepare design and layout of the Project in accordance with the building height restrictions, the design preferences, and other requirements laid down in the CDA Building Regulations.
- Prepare detailed design and seek approval of FBR before initiation of Construction work.

a) Apartments Design Requirements

- The following are the envisaged building specifications as per the CDA Building Bye-laws:

Site Area – SFT	57,750
FAR	1:1.75
No. Floors	G+5
Max Coverage	65%
Parking	1 per apartment
Front Set Back	30'
Side Set Back	30'
Back Set Back	30'



- The Concessionaire shall be responsible to undertake his own due-diligence and prepare design as per applicable prevalent bye-laws. The Concessionaire shall ensure maximum utilization of the Project covered area in accordance with the applicable standards and bye-laws.
- The Apartments shall be of the following types (No. of beds) and in the following proportion:

Type	Size (SFT)	Proportion
2 Bed	1200-1400	100%

- The Concessionaire shall be wholly responsible for the Design, Layout Plan, Construction and Development and Financing the construction, commissioning, maintenance and operations of the Project till expiry of the concession period. The Concessionaire shall through Independent Engineer and where required through Independent Auditor shall provide all data, designs, construction designs and milestones shall provide to the FBR for approval (which approval shall not obligate the FBR to incur any Projects risks).
- The construction of the multistory building shall adhere to technical specifications to ensure its safety, durability, and functionality. The foundation will be designed based on a geo-technical report, employing either shallow or deep foundation methods, with adequate bearing capacity to support the structure. The building will have a robust roofing system with proper insulation and drainage provisions. Electrical, plumbing, and HVAC systems will be designed based on load calculations and energy-efficient principles.
- Additionally, the Building shall be built on green/ smart basis, it involves a sustainable and environmentally conscious approach to construction. It entails incorporating eco-friendly design principles, materials, and technologies to minimize its impact on the environment. Key aspects of green building practices include energy efficiency, water conservation, use of renewable resources, and waste reduction. Efficient insulation, solar panels, and energy-efficient appliances contribute to lower energy consumption, while rainwater harvesting and water recycling systems help conserve water resources. Additionally, the selection of locally sourced, recycled, or low-emission building materials further reduces the building's carbon footprint.
- Design of the building to ensure the security of the residents and staff. Design underground parking areas to maximize building and occupant security.
- Quality assurance measures, compliance with local building codes and regulations, and adherence to health and safety protocols will be strictly enforced throughout the project.
- In designing the water supply system, following must be ensured:
 - Design is based on minimum 50 years life period that caters to a mean population of seven (7) people per apartment and gives special attention to water conservancy
 - Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping
 - Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.

- Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
 - Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
 - Water is available for fire fighting
 - Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)
- In designing the sewerage and drainage system, following requirements shall be ensured:
 - Drainage and sewerage systems are maintained independently
 - At least eighty-five (85) percent of water supply is considered as sewage
 - Level of sewage effluent is reduced to an acceptable level as per prevailing standards using adequately sized septic tanks (supported by calculations)
 - Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection.
 - Sewerage system provides external disposal by terminating at the trunk sewer
 - Storm water is captured from rooftops and diverted to drainage system
 - Drainage system is designed on a 10 year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for re-absorption
 - Sewerage and drainage components are designed as per CDA/TEPA/WASA design criteria, or in the absence of such, international standards (with reference).

b) Utilities

- In designing the electricity and lighting network, following shall ensure that:
 - Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
 - Electricity network is underground, conforms to IESCO standards, and connects to a grid station
 - Gas network is underground, conforms to SNGPL standards, and connects to the gas mains

- Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, parking areas, footpaths, boundary walls, etc.
- Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas;
- All lights are energy efficient

c) *Additional Considerations for FBR Reserved Apartments*

Apartments reserved for FBR shall be unfurnished and in accordance with the specifications prescribed under Rule 8 of Accommodation Allocation Rules, 2002.

Construction Standards

a) *General Requirements*

Successful Bidder shall be required to carryout following activities under this phase:

- The Concessionaire shall be required to carry out all construction in conformance to the following covenants:
 -
 - Construction Completion Date shall be no later than twenty-four (24) months after the Financial Close.
 - All applicable permits and registrations required to undertake the Project have been procured by the Concessionaire;
 - Project Completion Schedule shall be submitted to the FBR for approval before commencement of construction;
 - Safety plans shall be submitted to the FBR and signboards shall be placed in English and Urdu for the safety of commuters;
 - International and local safety standards, and best practice procedures shall be followed during construction;
 - Construction material shall only be procured from approved sources with appropriate tests certification;
 - Independent Engineer shall be facilitated in his work by the Concessionaire, who shall provide the Independent Engineer with:
 - a furnished, equipped and maintained site office for the duration of the construction period;
 - a laboratory facility with all required testing equipment, services, supplies, attendants, furniture with a set of latest editions of prescribed standards (running and maintenance cost of the tests shall be borne by the Concessionaire); and

- equipment required for the construction quality tests.
- Provide building materials and finishes that are durable and require low maintenance. Building material including concrete, bricks, glass, metal, cast iron, steel, uPVC and other fibers should meet the high quality standards.
- Provide a building that is spatially efficient and designed to maximize the ratio of residential areas to amenities, support, circulation and service areas. Standardize unit types, kitchen and bathroom layouts within a project as much as possible. Co-ordinate and plan for amenity and support service spaces to maximize efficiency of circulation for both tenants and staff. The amenities should be located centrally and grouped for efficiency and to encourage social interaction.
- The Developer should validate the vertical and horizontal load-bearing of the building.
- MEP systems include the following:
 - Elevators
 - Lighting
 - Telecommunications Infrastructure
 - Heating, Ventilation and Air Conditioning (HVAC)
 - Fire Protection
 - Water Supply & Management
 - Waste Disposal Systems
- Built-in lighting should be ensured in kitchens, bathrooms, rooms and corridors and in the form of hanging pendants in dining rooms.
- Incorporate environmentally sustainable operating and maintenance practices by using BIM (Building Information Modelling), ensure compliance with Green Features / Green Building concepts/guidelines and propose smart building and automation concept.
- Visual appeal of the building's exterior should be ensured through design work and by selecting the right materials.
- Building should have common areas consisting of:
 - Indoor amenity spaces for residents use
 - Administration and Program Support Services for administrative and support staff use
 - Service Areas for maintenance and building services and storage
 - Circulation and Access in the building
 - Outdoor Spaces for recreation and services

- Ensure that the mechanical and electrical rooms are located as close as possible to the entry point for utilities. Locate for efficient distribution, including space and access for servicing.
- A comprehensive site water management strategy should be developed by the Concessionaire at an early stage. Erosion control, and storm water management should be addressed. Investigate measures such as previous paving, rain gardens, bio swales, storm water retention and storm water treatment.
- Demolitions shall be performed in an orderly manner and the Concessionaire shall take all necessary precautions and expedients to prevent damages to the adjacent structures. Explosives shall not be used to remove or demolish the Plain and Reinforced Cement Concrete Structures unless otherwise directed by the Engineer.
- The Concessionaire shall take sufficient steps/ actions/ measures for the safety of the adjoining building and shall be sole responsible for any damage to the existing superstructures and substructures caused due to demolition. FBR shall not be responsible for any misshape due to poor execution.
- Existing utility lines that are visible or the locations of which are made known to the Concessionaire prior to demolition and that are to be retained, as well as utility lines constructed during dismantling if damaged, shall be repaired by the Concessionaire at his own expense.
- All materials resulting from Demolition shall be disposed off out of Municipal limits along the most direct route from the boundary of the project and/or as directed by the Project Engineer.

b) Apartments

Construction of committed number of apartments in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master or Sonex made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation
- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster

- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of ½" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1½" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1¼" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1½"x3/8" (40mmx10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1½"x1½"x¼", welded (40 mmx40 mmx 6mm) with M.S. flat 2"x¼" (50mm x 6mm) and finished with paint/polish of approved make
- External main door is 1½" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1½"x3/8" (40mm x 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both sides and fingerplate complete in all respect, and finished with polish of approved make
- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe
- Apartments reserved for market/leasing to commercial third parties shall be furnished.

c) Kitchen

- 12"x12" Master or Sonex made porcelain tiles or equivalent on floors
- Glazed tiles on walls up to five (5) feet
- Vin board cabinet ¾" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
- Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
- Suigas and electricity point for countertop stove
- Exhaust fan

d) Bathroom

- 8"x12" glazed tiles on floor
- Glazed tiles on walls up to five (5) feet
- WC, washbasin and shower
- Toilet paper holder, soap dish, towel rail, mirror

- Exhaust fan
- Door with stainless steel plate of appropriate thickness fixed on inside.
- All sanitary fittings and sanitary ware made by Sonex, Master or equivalent
- UPVC pipes for internal water supply & sewerage made by Dadex or equivalent
- Toilet and kitchen water supply line will be provided with independent main control valve for isolation and maintenance, and shall have separate piping for hot and cold water with point provision for user installed geyser (gas and/or electrical)
- GI pipes for gas made by IIL, Jamal or equivalent
- Wires of Pakistan Cables or equivalent in PVC pipes installed with sockets, switches and distribution boxes having adequate protection circuits
- All fittings for internal utilities pertaining to electricity, sui-gas and water concealed using all materials like pipes, joints, etc. according to the specifications of respective Government Agency, or in the case of prefabricated walls, any other equivalent arrangement
- Stairs with adequate safety features (railing, etc.) and finishing (mosaic steps, distempered soffit, etc.)

e) Structural Performance Standards

- The work shall conform to the best practices and requirements of all applicable codes and standards, including, but not limited to the following:

Particulars	Components	Standard Benchmark
Building Structure		
Composite Structure Steel & RC	General Seismic Design	Building Code of Pakistan (Seismic Provisions) - Pakistan Engineering Council or currently applicable
	Loads, Load Combinations and Nominal Strengths	
	Materials	
	Composite Members	
	Composite Connections	
	Composite Frames	
	RC Shear Walls	
	Composite Steel Plate Shear Walls	
	Structural Design & Specification	
	Masonry	
	Architectural Elements	
Mechanical & Electrical Systems		
Energy Provisions		
Building Envelope	External Walls & Roofs	Building Code of Pakistan (Energy Provisions-2011) -
	Glass & Framing System	
	Air Leakage/Infiltration	

Particulars	Components	Standard Benchmark
Heating, Ventilation & Air Conditioning	Controls	Pakistan Engineering Council or currently applicable
	Piping & Ductwork	
	System Balancing	
	Condenser	
Service Water Heating	Piping Insulation	
	Equipment Efficiency	
Lighting	Lighting Control	
	Exit Signs	
	Exterior Building Grounds Lighting	
	Landscape Lighting	
	Interior Lighting Power	
	Exterior Lighting Power	
Electrical Power	Transformers	
	Energy Efficient Motors	
	Power Factor Correction	
	Check Metering	
	Power Distribution Systems	
Safety Systems		
Fire Prevention & Life Safety	General Safety Requirements	Building Code of Pakistan (Fire Safety Provisions-2016) - Pakistan Engineering Council or currently applicable
	Building Services	
	Fire Safety Construction Features	
	Fire Protection Systems	
	Means of Egress	
	Safeguarding Construction Operations	
	Fire Department Access & Water Supply	
	Combustible Waste & Refuse	
Occupancy Fire Safety		

VIII. Schedule H [Form of Financial Close Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 201[●] (hereinafter referred to as the “**Agreement**”) for the design, engineering, construction, financing, commissioning, operations and maintenance of the [Insert Details] Project under the public private partnership mode:

- (a) [Insert FBR Details], having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR [Insert Amount in Numbers]/- (Pakistani Rupees [Insert Amount in Words]).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the “**Demand**”) at the Guarantor Bank’s offices located at [Insert Address of the Guarantor Bank at

which Demand will be made] [or through SWIFT instructions transmitted by the FBR's bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the "**Bank Account**").

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR's bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [Insert date and time] (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (a) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- (b) notice to the Guarantor Bank; and
- (c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Islamabad, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

IX. Schedule I [FORM OF HANDBACK CERTIFICATE]

TO BE INSERTED

X. Schedule J [HANDBACK REQUIREMENTS]

This Schedule sets out the minimum requirement of the physical condition of the Project Assets [“Minimum Criteria”] at the time of Hand-back. Such requirements shall include:

Category	Requirement	Description
Asset Condition	Quality Standards	<p>Apartments must meet agreed-upon quality standards at handover. An independent inspection may be required for:</p> <ul style="list-style-type: none"> • Functional aspects (doors, windows, plumbing fixtures) • Finishes (paint, flooring, countertops) • Common areas (lobbies, landscaping, amenities)
Asset Condition	Residual Life Assessment	<p>An assessment determining the remaining useful life of the buildings will be carried out by the Independent Consultant to be hired with mutual agreement of FBR to assess factors like:</p> <ul style="list-style-type: none"> • Major building systems (HVAC, plumbing, electrical) • Planned maintenance history
Operational Documents & Knowledge Transfer	Operation & Maintenance Manuals	<p>Detailed manuals outlining operation and maintenance procedures for building systems must be provided including:</p> <ul style="list-style-type: none"> • Recommended preventative maintenance schedules • Spare parts lists and supplier information • Troubleshooting guides for common issues • Specific maintenance requirements for high-end finishes (e.g., stone countertops, wood flooring)
Operational Documents & Knowledge Transfer	As-built Drawings & Warranties	<p>Handover of all construction drawings and any remaining warranties for building components. This could include:</p> <ul style="list-style-type: none"> • Architectural drawings • Structural engineering plans • Mechanical, electrical, and plumbing (MEP) drawings • Warranties for major building components (roofing, elevators) • Warranties for high-end appliances
Operational	Staff Training	FBR staff should be trained on operating and maintaining the

Documents & Knowledge Transfer		<p>buildings, potentially with a knowledge transfer period.</p> <p>Training would cover:</p> <ul style="list-style-type: none"> ● Building systems operation ● Emergency procedures ● Tenant management Regulatory compliance ● Specific maintenance tasks for high-end finishes and appliances
Financial Considerations	Security Deposits	<p>Return of any security deposits held by the Concessionaire, depending on the condition of the assets at handback.</p> <ul style="list-style-type: none"> ● Deductions may be made for any necessary repairs identified during the handover inspection, particularly those related to excessive wear and tear beyond normal depreciation.
Financial Considerations	Unresolved Dues	<p>Settlement of any outstanding fees or charges related to the project, such as:</p> <ul style="list-style-type: none"> ● Unpaid rent or utility bills from tenants ● Outstanding maintenance costs ● Final performance penalties (if applicable)
Environmental Considerations	Environmental Site Assessment	<p>A report assessing any potential environmental liabilities associated with the property. This would include:</p> <ul style="list-style-type: none"> ● Asbestos or lead paint testing ● Soil or groundwater contamination
Records & Data	Project Records	<p>Handover of all relevant project records, including:</p> <ul style="list-style-type: none"> ● Construction documents ● Financial records ● Tenant information (with appropriate privacy considerations) ● Operational logs and reports ● Maintenance records detailing work performed on apartments and common areas

Insurance	Insurance Documentation	Transfer of any remaining insurance policies related to the property to FBR.
Dispute Resolution	Dispute Resolution Mechanism	Outline the process for resolving any disagreements that may arise during the handback process, potentially referencing the original concession agreement.
Apartment Maintenance	Reserve Fund for Major Repairs	A reserve fund set aside to cover the cost of major repairs during the Concession Period should be handed over, along with a plan for its future use. This ensures that PFR has resources for capital expenditures like roof replacement or building envelope repairs.
Apartment Maintenance	Spare Parts Inventory	Providing a sufficient inventory of spare parts for critical building systems and high-end finishes to minimize downtime during repairs.

All costs shall be borne by the Concessionaire in this regard. The Concessionaire shall also provide a Transfer Bond to comply with the requirements of the Handback Requirements.

XI. Schedule K [TORs of The Independent Auditor]

The Independent Auditor shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Auditor in this Agreement. Without limiting the generality of the foregoing, during the Services Period, the Independent Auditor will be responsible for:

- i. Monitoring quarterly the financial progress against the detailed budgets submitted by the Operator at the time of bidding during construction phase.
- ii. Carrying out audits (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Applicable Laws, Applicable Permits and Good Industry Practices in accordance with the procedures set out in the Agreement.
- iii. Monitoring debt repayments to ensure they are made timely in accordance with the Financing Agreement.
- iv. Notifying FBR if the Concessionaire defaults on debt payments for more than 45 days.
- v. Assisting the Parties in determining, under the Concession Agreement:
 - existence and consequences of a Force Majeure Event,
 - an Event of Default,
 - the remedy of defaults and termination procedures,
 - the existence, nature and consequences of a Change in Law
 - the existence and consequences of any of the other relief items set out in the Concession Agreement, and/or
 - any other matter of a technical nature referred by both Parties;
- vi. Ensuring that apartments reserved for the FBR are occupied only by FBR officials. The Concessionaire must not rent them to the general public without prior notification to the FBR.
- vii. Checking calculation of any surplus rent to be paid to the FBR by the concessionaire in cases where vacant FBR apartments are rented to the general public, according to the terms specified in the Concession Agreement.
- viii. Ensuring payment of surplus rent, as detailed above, to FBR is made by 15th of the subsequent month.
- ix. Reviewing the proposed changes in budget / re alignment of yearly budget during the construction period.
- x. Reviewing rent due from the FBR officials and notifying FBR and relevant department for release of outstanding rent.
- xi. Carrying out any other duties and functions specified in the Concession Agreement, other than those listed above.

XII. Schedule L [TORs OF THE INDEPENDENT ENGINEER]

The Independent Engineer is to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Independent Engineer is to:

- a. independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Hand-back and Defects Liability Period of the Project Facilities to ensure compliance by the Concessionaire with the Project Requirements and provisions of the Agreement;
- b. report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- c. assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and

Without limiting the Independent Engineer's functions under the Concession Contract, such functions can be summarised as follows:-

A. Review of Design Documentation

- i. Review of the Contracts for the design and construction of the Construction Works and for Operation and Maintenance of the Project and make recommendations to FBR and the Concessionaire for amendments which, in its opinion, should be made to the Contracts with Design Firm to avoid conflicts between those contracts and the Concession Contract.
- ii. Audit the Preliminary Design and any amendments thereto for compliance with all the standards and specifications specified in the Agreement applicable to the Preliminary Design and make recommendations to the FBR for approval by the FBR of the Preliminary Design or provide the FBR and the Concessionaire with details of the non-compliance within 21 days of receipt of the Preliminary Design.
- iii. Audit the Detailed Design and any amendments thereto for compliance with all the applicable standards and specifications specified in the Agreement as applicable to the Detailed Design and notify the Concessionaire and the FBR as to whether the Detailed Design complies with the standards specified in the Agreement and, if not, provide details of the non-compliance and suggest improvements to the Detailed Design to the Concessionaire and the FBR within 21 days of receipt of such Detailed Design.
- iv. Determine any extension of time, amount of monetary compensation or relief from penalties to which the Concessionaire is entitled on suspension or variation of any Construction Works by the FBR pursuant to the Concession Contract.

Conduct a general overview of the programme for completion of the Detailed Design insofar as it relates to the obligations of the FBR and inform the FBR of those obligations.

- v. Receive from the designers and Contractors (as relevant) certificates confirming that due care was exercised by them in carrying out the Preliminary Design or Detailed Design (as relevant).

B. Monitoring of Site Availability and Permits

- i. Monitor, obtain information from Contractors (as relevant) and report to the FBR and the Concessionaire on the status and progress of the permits applied for in relation to the Project.
- ii. Monitor and report to the FBR and the Concessionaire on progress of removal of existing facilities, diversion of existing services and any other work which is necessary to enable construction on the Construction Works to proceed. Advise FBR, the Concessionaire and the Contractor of action required to avoid any delays to the commencement of any Construction Works.

C. Review of Construction Programmes

- i. Audit the Initial Construction Programme and the Additional Construction Works Programme (as and when it is prepared in accordance with the Concession Agreement) for compliance with the completion requirements specified in the FBR's Requirements (if any) and the relevant Construction Contract and, if necessary, recommend to FBR and the Concessionaire any amendments to the programmes which may be necessary to achieve the construction completion requirements.
- ii. Monitor the progress of the Construction Works against the Initial Construction Programme and the Additional Construction Works Programme (as relevant) and report to the FBR and the Concessionaire any variance from the relevant programme, promptly give written notice of the variance to the FBR and the Concessionaire.

D. Control of Construction Quality

- i. The Independent Engineer must review the Quality Assurance System and report to the Concessionaire and the Contractor as to whether the Quality Assurance System complies with the requirements of ISO/9002 or any other standard agreed by the Parties to the Concession Agreement and, if not provide the Concessionaire and the Contractor with details of the non compliance as soon as reasonably practicable.

- ii. Audit performance of the Concessionaire against the Quality Assurance System by, amongst other things, auditing test results and, where the Independent Engineer considers reasonably appropriate, by a system of verification involving inspections and periodic checking.
- iii. Audit compliance of the completed Construction Works with the FBR's Requirements.

E. Extensions of Time/Compensation/Relief from Penalties

Make a determination as to an extension of any date or period, any monetary compensation or any relief from penalties as provided for in the Concession Agreement.

F. Completion Certificates and Requirements

- i. Inspect such Building Section and/or Associated Facility in the time period and as required by the Concession Agreement on receipt of a notice under the Concession Agreement and issue a Taking Over Certificate in respect of any Construction Works as required and in accordance with the Concession Agreement or give notice to the FBR and the Concessionaire as required under the Concession Agreement.
- ii. Issue a Performance Certificate as required and in accordance with the Concession Agreement for a particular package of Construction Works or the Independent Engineer being satisfied that the Contractor has completed all activities.
- iii. Review the as built drawings, other technical and design information and completion records that are required to be provided to the FBR in respect of completed Construction Works and review such drawings, information and records and instruct any necessary clarification of, or modification to such drawings, information and records.

G. Environmental and Social Requirements

- i. Audit compliance with the Environmental Requirements as applicable.
- ii. Audit compliance with the Concessionaire's social obligations under the Concession Agreement.

H. Auditing of Operations and Maintenance

- i. Conduct periodic audits, at times reasonably determined by the Independent Engineer, of Operations and Routine Maintenance for compliance with the FBR's Requirements (including where necessary verification through site visits).
- ii. Audit the Operation and Maintenance Manuals for compliance with Schedule [.] to the Concession Agreement.

- iii. Review the periodic condition surveys and proposed remedial actions of the Concessionaire and arrange independent surveys, if necessary, to establish compliance with the performance specifications specified in the FBR's Requirements.
- iv. Audit the Operation and Maintenance management systems, the management information systems and procedures for compliance with Schedule [.] to the Concession Agreement.

H. Financial Control

- i. Review the proposed Payment Schedules (as defined in the relevant Construction Agreement) in conjunction with the Construction Programme and Construction Schedule;
- ii. Report on the Contractor's control of progress of Works and risks to completion within the time established in accordance with the relevant Construction Contract.
- iii. Receive the Contractor's application for progress payments for Construction Works and certify amounts due for payment under the Construction Contract.
- iv. Adjudicate claims for additional payment and extensions of time in terms of the Design/Construction Contracts.
- v. Certify final amounts due under the Construction Contracts.
- vi. Review the updated information supplied by the Lenders and the Concessionaire pertaining to the Financial Model and report same to the FBR.
- vii. Submit bi-monthly status reports covering all aspects of his activities to the FBR and the Concessionaire with a copy to the Lender's Technical Advisor, if any.

I. Hand-back of Project Facilities to FBR

At the time of handing back the Project Facilities to FBR at the end of Concession Period, the Independent Engineer shall:

- i. monitor and certify compliance with the Hand-back Requirements, and
- ii. issue a Certificate of Compliance with Hand-back Requirements to the Concessionaire.

J. Defects Liability Period

During this period the Independent Engineer would monitor, in accordance with Good Industry Practice, the defects arising and activities undertaken by the Concessionaire so as to ensure compliance with the rectification. The specific activities to be undertaken would include the following:

- inspect the Project Facilities frequently and as and when exigencies require to ascertain conformity with Project Requirements;

- ascertain the cost of rectification of defects if to be rectified at the risk and cost of the concessionaire;
 - suggest suitable remedial measures/ procedures, where necessary.
- ii. In the event of Emergency, the Independent Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including decommissioning of any Project Facilities where necessary.

K. Breach of Obligations

If during the course or upon review/inspection undertaken by the Independent Engineer or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Independent Engineer shall, under intimation to the other Party, require the defaulting Party to remedy such breach/default within such time and in such manner as the Independent Engineer may deem fit and in each case the same shall be recorded.

L. Meetings, Records and Reporting

- i. The Independent Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month till the Defects Liability Period.
- ii. The Independent Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
- a. Manpower deployed and other organizational arrangements of the Independent Engineer;
 - b. Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As Built drawings, Schedules, plans and reports;
 - c. Inspections undertaken and notices/instructions issued to the Concessionaire or FBR;
 - d. Review of compliance with Project Requirements;
 - e. Tests;
 - f. Change of Scope and Change in Law;
 - g. Emergency (including accidents);
 - h. Force Majeure Events;

- i. Breaches and defaults by the Parties; and
 - j. Hand-back Requirements
- iii. The Independent Engineer would be required to submit the following reports to the Parties during the Concession Period:
- a. Implementation Period**
 - Monthly Progress Report (including details of slippages and remedial measures);
 - Report on Tests and report on notices issued;
 - Completion Certificate (including Provisional Certificate);
 - Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations).
 - b. Defects Liability Period**
 - Monthly Report (Defects and remedial measures);
 - Report on Tests and report on notices issued;
 - Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations);
 - c. Report on Hand-back Requirements.**
 - d. Any other report as may be reasonably required by FBR or as may be necessary to give effect to the provisions of the Agreement.**

XIII. Schedule M [O&M Requirements]

The successful bidder shall bear the operational expenses of the Multistory Residential Building (the Building) during the concession term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of the FBR.

The successful bidder will be required to operate the Project in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Investor will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Building and that the relationship with Federal Board of Revenue operates through channels of dialogue and transparency.

To ensure smooth operation and maintenance of the Building, the successful bidder shall:

- A well-designed and constructed building that meets the needs of its occupants and complies with safety and building codes. Utilize sustainable and durable materials to minimize future maintenance requirements. A comprehensive maintenance plan that covers routine inspections, repairs, and upgrades to identify and fix issues promptly;
- Implementation of robust security measures to ensure the safety of occupants and property. This may include surveillance cameras, access control systems, security personnel, and emergency response protocols. Conduct regular drills and provide training to building occupants and employees to respond to emergencies;
- Ensure timely collection of rents and allocate funds for maintenance, repairs, and improvements;
- Establish clear and transparent contracts with service providers and vendors to ensure continuity and efficiency in building operations;
- Foster open communication with tenants to address their concerns promptly. Consider setting up a digital platform for tenants to report issues and stay updated on building announcements;
- Provide ongoing training to building staff, including security personnel, maintenance workers, and property managers, to keep them updated on industry best practices and safety measures.

Successful bidder shall be entitled to the following during the concession term:

- Collect revenue from the Building operations;
- Arrange for association with one or more credit card systems for receipt collection;
- Open one or more bank account(s) in the name and title of the tradename of the Project. That account shall be opened in an internationally recognized bank with good standing chosen by Federal Board of Revenue, this account(s) will be used by

the Successful Bidder for depositing revenue collected from the Building's operation and for disbursements of the entire cost and expense of maintaining, conducting and supervising the operation of the Building.

- Recruit, interview, and hire employees of the Building and pay from the bank account(s) of the Building, salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Building and for the purchase of all operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Building;
- Maintain a clean and hygienic environment by hiring professional cleaning services to clean common areas, hallways, and restrooms regularly and promote energy-efficient practices and encourage tenants to adopt sustainable habits. This may include using LED lighting, encouraging recycling, and reducing water consumption.
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for revenues, rates, clientele structure, sales terms for commercial area and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in the Building.
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Building and File such tax returns relating to the Building operations as may be required under the laws of Pakistan.

FBR Reserved Apartments:

- FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Rules. FBR to discuss the project with the Ministry of Housing stating that the project is offering 1, 2 and 3 beds apartments to its officials in accordance with the following entitlement:
 - A. Grade 17, 18 = One bed apartments
 - B. Grade 17, 18 and 19 = Two bed apartments
 - C. Grade 19, 20, 21 and 22 = Three bed apartment

- FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 41,147/-
19	Rs. 54,704/-
20	Rs. 68,700/-
21	Rs. 82,261/-
22	Rs. 98,444/-

- In case the FBR reserved apartments remain vacant for more than a month, Concessionaire shall have a right to give FBR reserved apartments on market rent in accordance with the procedure laid down in the Agreement. In case of renting of the FBR-reserved apartment by the Concessionaire to the general public, the Concessionaire shall retain an amount equivalent to the average of the ceiling rates, prevalent at the time, as per the entitlement of FBR officials for the type of apartment, and shall pass on the excess to the FBR from the monthly rent received from the tenant. For instance, concessionaire is renting out 3 bed apartments reserved for FBR, the revenue share of FBR will be:

 = Monthly rent earned - ((Ceiling of Grade 20 + Ceiling of Grade 21 + Ceiling of Grade 22)/3)

Service Level Agreements for O&M Phase:

The Concessionaire shall prepare an O&M plan to cater to the following Service Level Agreements (SLAs).

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
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Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency Repairs (Plumbing leaks, electrical outages, fire safety issues)	Critical issues that threaten safety or habitability.	Immediate (Within 30 minutes of notification)	Within 4 hours	Uptime of critical systems (e.g., fire alarms, elevators)	- Scheduled maintenance outages
Urgent Repairs (Loss of heat/AC, major appliance failure)	Issues causing significant discomfort or inconvenience.	Within 2 hours of notification	Within 24 hours	Resident satisfaction surveys	- Parts availability delays (documented)
Routine Maintenance Requests (Lightbulb replacement, leaky faucet)	Non-urgent repairs that maintain functionality and comfort.	Within 1 business day of notification	Resolved within 3 business days	Work order completion rate	- High volume of requests (managed expectations)
Building Cleanliness	Common areas (lobbies, hallways, grounds) maintained in a clean and presentable condition.	Daily cleaning	Visible cleanliness upon inspection	Regular inspections	- Acts of God (e.g., sudden snowstorm)
Amenity Functionality	Amenities (pool, gym, clubhouse) functioning properly and available for resident use.	Daily inspections	Resolved within 24 hours of reported issue	Uptime of amenities	- Scheduled maintenance outages
Noise Complaints	Addressing excessive noise disturbances from residents.	Respond within 1 hour of complaint	Resolved within 24 hours (progressive action may take longer)	Resident satisfaction surveys	- Construction (pre-approved by residents)
Resident Communication	Timely notification of maintenance issues, building updates, and emergencies.	As soon as possible, but no later than 24 hours	Utilize multiple channels (e.g., email, text, building notices)	Communication logs	- Urgent situations requiring immediate action

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Pest Control	Addressing identified pest concerns within the unit or common areas.	Within 24 hours of notification	Resolved within 7 days (may require follow-up visits)	Pest-free environment	- Persistent infestations requiring specialized treatment
Package Delivery	Secure receipt and notification of resident packages.	Same or next business day of delivery	Residents notified within 24 hours	Package tracking system	- Delivery service delays
Guest Parking	Availability of designated guest parking spaces.	At least 2 guest spots available at all times	N/A	Percentage of guest parking availability	- Special events with pre-approved parking limitations
Security Concerns	Addressing security breaches or malfunctioning security systems.	Immediate (Within 30 minutes of notification)	Resolved within 24 hours	Functionality of security systems & resident satisfaction surveys	- False alarms
Move-In/Move-Out Procedures	Ensuring a smooth transition for residents.	Pre-move-in inspection scheduled within 48 hours of request	Unit returned to satisfactory condition within 1 week of move-out	Completion of move-in/out checklists	- Unforeseen damages requiring additional repairs
Maintenance Requests (Cosmetic)	Addressing non-urgent aesthetic repairs (paint touch-ups, minor scratches).	Responded to within 3 business days	Resolved within 7 business days	Work order completion rate	- High volume of requests (managed expectations)
Landscaping & Snow Removal	Maintaining a well-groomed and safe outdoor environment.	Daily upkeep for landscaping, within 24 hours after snowfall for snow removal	Visually appealing grounds and clear walkways	- Severe weather conditions impeding service	

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Appliance Replacements	Replacing major appliances in case of malfunction.	Within 2 business days of confirmed appliance failure	Replacement installed within 7 business days (may depend on part availability)	Appliance functionality	- Parts availability delays (documented)
Structural Inspections	Scheduled professional inspections to identify potential problems.	Annually or as recommended by a structural engineer	Inspection report outlining findings and recommendations	Completion of inspections & documented reports	- Acts of God (e.g., earthquake) triggering immediate inspection
Preventative Maintenance (Building Envelope)	Routine maintenance of roof, exterior walls, and foundation to prevent water damage and structural issues.	Biannually (Spring & Fall)	Identified issues addressed before next inspection cycle	Upkeep records and visual inspections	- Unforeseen emergencies requiring immediate repairs
HVAC System Maintenance	Regular servicing of heating, ventilation, and air conditioning systems.	Quarterly or as per manufacturer's recommendations	Optimal system performance and resident comfort	Maintenance	-
Plumbing & Electrical					
Leaky pipes (faucets, showers, toilets)	Addressing leaks that cause water damage or disrupt functionality.	Within 24 hours of notification	Repaired to stop leaks within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring replacement of fixtures (documented)
Clogged drains (excluding hair clogs)	Addressing clogged drains that	Within 1 business day of notification	Resolved within 2 business	Work order completion rate and resident satisfaction	- Hair clogs considered

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	significantly impede water flow.		days	surveys	resident responsibility
Running toilets	Addressing toilets that continuously run and waste water.	Within 1 business day of notification	Repaired to stop running within 3 business days	Work order completion rate and resident satisfaction surveys	- Major repairs requiring replacement of toilet parts (documented)
Faulty light fixtures (excluding burnt-out bulbs)	Addressing malfunctioning light fixtures (switches, wiring issues).	Within 2 business days of notification	Repaired to functional condition within 5 business days	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring rewiring (documented)
Electrical outlet malfunctions	Addressing non-functioning outlets or flickering lights potentially indicating electrical problems.	Within 24 hours of notification	Resolved within 48 hours (may require electrician)	Work order completion rate and resident satisfaction surveys	- Scheduled power outages by utility company
Smoke detector battery replacements		Pre-emptive as per manufacturer recommendations	Batteries replaced during routine maintenance or within 24 hours of resident notification	Up-to-date smoke detector maintenance records	-
Heating & Cooling					
Malfunctioning thermostats	Addressing thermostats that are not regulating temperature properly.	Within 1 business day of notification	Repaired to functional condition within 3 business days	Work order completion rate and resident satisfaction surveys	- Parts availability delays (documented)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Uneven heating/cooling in the unit	Addressing significant temperature variations within the unit.	Within 2 business days of notification	Resolved within 5 business days (may require additional inspection)	Temperature readings documented during inspection	-
Air filter replacements		Scheduled replacements as per manufacturer's recommendations	Filters replaced during routine maintenance or within 48 hours of resident request	Up-to-date air filter replacement records	-
Safety & Security					
Faulty door locks	Addressing malfunctioning door locks (broken keys, jammed mechanisms) that compromise security.	Within 24 hours of notification (priority)	Repaired to functional condition within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring door replacement (documented)
Broken intercom systems	Addressing non-functioning intercom systems that hinder communication and security.	Within 24 hours of notification (priority)	Repaired to functional condition within 72 hours	Uptime of intercom system and resident satisfaction surveys	- Parts availability delays (documented)
Malfunctioning fire extinguishers (inspection & maintenance)		Scheduled inspections as per fire code regulations	Extinguishers serviced and tagged within designated timeframe	Up-to-date fire extinguisher maintenance records	-
Emergency exit path lighting checks		Regularly scheduled inspections	All emergency lights functioning	Documented inspection reports	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
			during inspections		
Interior & Common Areas					
Painting touch-ups (for reported minor damage)	Addressing minor scuffs, scratches, or nail holes on walls.	Responded to within 3 business days	Completed touch-ups within 7 business days	Visual inspection and resident satisfaction surveys	- Extensive damage requiring repainting of sections (managed expectations)
Carpet cleaning (scheduled or based on resident requests)		Scheduled deep cleaning (e.g., annually) or within 48 hours of resident request (for spills/accidents).	Cleaned carpets upon completion of service	Resident satisfaction surveys and documented cleaning schedule	-
Repairing minor drywall damage (e.g., small holes)	Addressing small holes, cracks, or dents in drywall.	Responded to within 3 business days	Repaired to smooth finish within 7 business days	Work order completion rate and resident satisfaction surveys	- Extensive damage requiring replacement of drywall sections (managed expectations)
Replacing burned-out light bulbs in common areas		As identified during routine inspections or within 24 hours of resident notification		All lights functioning in common	

XIV. Schedule N [Form of Operations Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantee issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Islamabad under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the

“Demand”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at which Demand will be made]* [or through SWIFT instructions transmitted by the FBR’s bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the “**Bank Account**”).

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR’s bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR’s Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank’s obligations hereunder shall expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank’s aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (d) in any way impairing or affecting the Guarantor Bank’s liabilities hereunder;
- (e) notice to the Guarantor Bank; and
- (f) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Islamabad, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

XV. Schedule O [Project Completion Schedule]

Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Anticipated start of design	Within 10 days of Effective Date
Anticipated end of design	Within 120 days of Effective Date
Commencement Date	Within 180 days from the Effective Date
Anticipated start of construction	Commencement Date
Substantial Completion	Twenty-four (24) months from Commencement Date
Anticipated expiry of Concession Agreement & handover of facilities	At end of 25th year of the date of signing of Concession Agreement
Scheduled Project Completion Date	As determined by Independent Auditor on Substantial Completion but in any event not exceeding 90 days following Substantial Completion Date

XVI. Schedule P [List of Project Documents]

Project documents include but not limited to the following:

- Corporate Details of Concessionaire
- Financing Agreement
- Board Resolution
- Power of Attorney to sign documents on behalf of SPV

XVII. Schedule Q [Request for Proposal]

TO BE INSERTED

XVIII. Schedule R [List of Construction Tests]

The Bidder shall submit a list of the tests to be carried out and their corresponding sample forms within the proposed methodology. This list shall include, at a minimum, the following tests:

- Sieve Analysis
- Specific Gravity
- Liquid and plastic limit
- Moisture Density
- Sand equivalent test
- Modified proctor test
- In situ density
- CBR Test
- In situ CBR
- Brick Test
- Steel Test
- Concrete test
- Asphalt test
- Compaction Test
- Cylinder strength test
- Any other related tests that may be conducted

XIX. Schedule S [Form of Transfer Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Islamabad under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the “**Demand**”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at*

which Demand will be made] [or through SWIFT instructions transmitted by the FBR's bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the "**Bank Account**").

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR's bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [Insert date and time] (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (g) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- (h) notice to the Guarantor Bank; and
- (i) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Islamabad, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

XX. Schedule T [Bid Offer]

TO BE INSERTED

XXI. Schedule U (Corporate Details of the Concessionaire)

TO BE INSERTED

XXII. Schedule V [IE Contract Letter of Consent]

TO BE INSERTED

XXIII. Schedule W [IA Contract Letter of Consent]

TO BE INSERTED

XXIV.Schedule X [Project Assets]

Tangible Assets	
Building Structure	This includes the foundation, framework, walls, roof, floors, and any permanent fixtures like balconies or fire escapes.
Building Systems	The mechanical, electrical, plumbing (MEP) systems that provide utilities like heating, cooling, water, and waste disposal.
Amenities	Common areas and features like elevators, lobbies, security systems, and parking facilities.
Finishes	Interior and exterior finishes like flooring, paint, cabinetry, appliances, and landscaping.
Furniture and Furnishings	This includes all furniture pieces (sofas, beds, tables, chairs) and furnishings (rugs, curtains, lamps, artwork) within each apartment unit.
Appliances	Major appliances like refrigerators, ovens, dishwashers, washing machines, and dryers etc. are considered project assets if they are included in the furnished units.
Intangible Assets	
Permits and Approvals	All the licenses and permits obtained from local authorities for construction and occupancy.
Architectural Plans and Engineering Designs	The detailed blueprints and engineering specifications for the building.
Marketing Materials and Branding	The marketing strategy and assets used to promote the apartments to potential tenants/buyers.
Intellectual Property	Any patents or trademarks associated with the design or construction of the building.
Construction Contracts	Contracts signed with contractors, architects, engineers, and other service providers involved in the project.
Insurance Policies	Insurance coverage for various risks, property damage, and potential liability
O&M Manual	Includes a comprehensive guide for residents, property managers, and maintenance personnel on the proper operation and upkeep of the building and its various systems
Inventory Management	Tracking and managing the inventory of furniture and furnishings and other housekeeping supplies.
Furniture Maintenance and Replacement Plans	Strategies for ongoing maintenance of furniture and a plan for eventual replacement due to wear and tear.
Tenant Management System	This includes tenancy agreement, rent recording mechanism, balance due from tenants.
Financial Record	Including financial statements and underlying record. Statutory and internal audit report

XXV. Schedule Y [Project Implementation Programme]

CONCESSIONAIRE TO PROVIDE DETAILED IMPLEMENTATION PROGRAM BASED ON THE FOLLOWING TENTATIVE TIMELINE

Activities/ Phases	Tentative Timeline
Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Design Phase	Right after completion of Financial Close
Construction Phase	Within 2 years after the signing of agreement
Commercial operations Phase	3 rd Year after completion of construction phase
Expiry of Concession Period i.e. Construction Time (2 years) + Operations	At end of 25th year of the date of signing of Concession Agreement
Handing over of the Project to FBR	After the concession period

XXVI. Schedule Z [Description Of The Project And Scope Of Work]

The Property is currently under the management and control of the Federal Board of Revenue (FBR). FBR intends to invite Bidders to invest in the Project to develop, design, finance and construct the multistory residential apartments building on land and operate and maintain the Project Assets for a period of 25 years (the, "Concession Period") in accordance with the terms of the RFP and the Concession Agreement.

The Project will have following components:

- Commercial Close;
- Financial Close;
- Design & Construction Phase
- Operations and Management Phase
- Handback

A. Commercial Close

FBR will issue a Letter of Intent (LOI) to negotiate the final Concession Agreement terms with the Successful Bidder. FBR may request revised bids based on its needs. Upon meeting these requirements, the Successful Bidder will receive a Letter of Support (LOS). Finally, the SPV formed by the Concessionaire will sign the Concession Agreement with FBR.

B. Financial Close

The Concessionaire will have to achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep FBR well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of FBR upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

C. Design & Construction Phase

Please refer *Schedule G Design and Construction Performance Standards* for details.

D. Operation and Management Phase

Please refer *Schedule M O&M Requirements* for details.

E. Handback

Please refer *Schedule J Handback Requirements* for details.

F. Project Clearances

Federal Board of Revenue will facilitate Successful Bidder in securing all necessary approvals from Public Sector Entities for smooth implementation of the Project.

G. Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain for themselves on their own responsibility, all information that may be necessary for preparing the Proposal and for assessment of construction/ development, operations and maintenance needed at the site. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder's own expense.

H. Key Dates

Please refer *Schedule O Project Completion Schedule* for details.

XXVII. Schedule AA [Format of Provisional Completion Certificate]

PROVISIONAL COMPLETION CERTIFICATE

I/We, (Name of the Independent Engineer), am/are acting as Independent Engineer, under and in accordance with the Concession Agreement entered into between: (i) The Federal Board of Revenue, a revenue collection agency for the Government of Pakistan, with its headquarters located at FBR Headquarters, Constitution Avenue, Islamabad, Pakistan, hereinafter referred to as "FBR" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); and (ii) [M/s _____ Limited], a private limited company duly incorporated registered and existing under the Applicable Laws of Pakistan, with its registered office located at [•] hereinafter referred to as the "Concessionaire" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns).

I/We, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession dated (the "Agreement"), for the Project Facility at Plot No. 54, Sector G-5/2 on design, build, finance, maintain, operate and transfer (DBFMO) basis, through (Name of Concessionaire), hereby certify that the tests carried out have been undertaken for the Project Facility/section ----- of the Project to determine compliance thereof with the provisions of the Agreement.

Construction Works forming part of the Project Facility/section ----- of the Project Facility that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the FBR or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,)

I/We am/are satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Facility/section ----- of the Project Facility, pending completion thereof.

Notes:

- 1) Structure Works of the Building & all other related works shall be completed before issuance of Provisional Certificate.
- 2) Punch List/Remaining Works along with the schedule of completion as per the Concession Agreement shall be attached.

3) The above certificate is for the purpose of format only. Actual format based on site activities shall be subject to the approval of the Independent Engineer.

XXVIII. Schedule AB [Operations and Maintenance Manual]

TO BE INSERTED

XXIX. Schedule AC [Insurance]

PART I – CONSTRUCTION PERIOD INSURANCES

As mutually agreed between the Parties prior to the Commencement Date.

PART II – OPERATIONS PERIOD INSURANCES

As mutually agreed between the Parties prior to the Commencement Date.

XXX. Schedule AD [Requirements for Final Inspection]

TO BE FINALIZED BEFORE THE SIGNING OF THE AGREEMENT

XXXI. Schedule AE [Hand back Certificate]

1. [insert details] being the Independent Engineer, and [insert details] being the Independent Auditor, refer to the agreement entitled "Concession Agreement" dated [●] (as amended from time to time) (the "**Concession Agreement**") relating to, *inter alia*, Development & Operations of Multistory Residential Apartments on FBR land situated in Islamabad under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement (the "**Project**");
2. The Independent Engineer and the Independent Auditor hereby acknowledge the compliance the fulfillment by the Concessionaire of the Divestment Requirements set forth in Section 18 of the Concession Agreement and, on such basis, hereby issue this Hand Back Certificate (the "**Certificate**").
3. Upon issuance of this Certificate, the FBR shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Concession Assets (*as defined in the Concession Agreement*) and the same shall be deemed to have vested unto the FBR, free from any encumbrances, charges and liens whatsoever, other than such encumbrances which the FBR was responsible to prevent under the terms of this Agreement.

Signed this day of, at Islamabad.

For and on behalf of

[Insert Details]

Signature

Name

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

NIC No.

NIC No.

For and on behalf of

[●]

Signature

Name

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

CNIC No.

CNIC No.

Federal Board of Revenue



**Schedules
Draft Concession Agreement**

For

Development & Operations of Multistorey Residential Apartments on FBR land situated in Lahore under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement

List of Schedules

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I. Schedule A [Indicative List of Approvals & Consents]

The list of permits applicable include (but not limited to) :

- I. Building Permissions
- II. Approval/permit from Utilities, Fire Safety Authorities etc.
- III. Environmental Clearances/Approvals, as applicable
- IV. All other relevant statutory approvals/permits for construction and operation of the Project Facilities.

II. Schedule B [Concessionaire proposal]

TO BE INSERTED

III. Schedule C [Format of Completion Certificate]

COMPLETION CERTIFICATE

Name of the Project: _____
Brief Description: _____

Concessionaire: _____
Date of Notice of Award: _____
Date of Completion: _____

I/We, (Name of the Independent Engineer), am/are acting as Independent Engineer, under and in accordance with the Concession Agreement entered into between: (i) The Federal Board of Revenue, a revenue collection agency for the Government of Pakistan, with its headquarters located at FBR Headquarters, Constitution Avenue, Islamabad, Pakistan, hereinafter referred to as "FBR" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); and (ii) [M/s _____ Limited], a private limited company duly incorporated registered and existing under the Applicable Laws of Pakistan, with its registered office located at [•] hereinafter referred to as the "Concessionaire" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns).

This is to certify and confirm that M/s ----- have completed the above mentioned construction phase of the Project in accordance with the Approved Detailed Design and Project Requirements in accordance with the Concession Agreement for the Project Facility at Plot B-1 Inland Revenue Officers' Colony at MM Alam Road on design, build, finance, maintain, operate and transfer (DBFMO) basis, through (Name of Concessionaire), hereby certify that the tests carried out have been successfully undertaken to determine compliance of the Project Facility with the provisions of the Agreement, and I/We am/are satisfied that the Project Facility can be safely and reliably placed in commercial service of the users thereof.

It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project Facility have been completed, and the Project Facility is ready for entry into commercial operation on this the day of 20.....

SIGNED, SEALED AND DELIVERED
For and on behalf of

INDEPENDENT ENGINEER by:

(Signature)
(Name)
(Designation)
(Address)

IV. Schedule D [Concession Area]

The 13 kanal plot is located in a dense neighborhood. To the north is Spice Bazar restaurant, and Tipu Road connects the site to M.M. Alam Road in the West. M.M Alam road is well-connected to other parts of the city, making it easy for people to get to and from the area. However, the road can be congested during peak traffic times.

The neighborhood is home to a mix of residential and commercial properties, including offices Tranzum Courier Service (TCS), Gas & Oil Pakistan Limited, malls, and brands' outlets. Guru Mangat Road, which runs through the east of the site, also connects it to a densely populated area with residential houses, shops, and educational institutions. The neighborhood is well-developed and has a variety of amenities, including schools, hospitals, shopping malls, and restaurants. The subject land has been in possession of FBR since long and currently there are houses and quarters on the site which are resided by FBR's officers and house staff. FBR would have to relocate these people as the houses will be demolished to construct proposed apartments. The ownership of the subject site couldn't be established as title documents of the



land are not available.

Physical features include vegetation cover and access ways. Major portion of the property consists of open spaces, including vast gardens and areas alongside boundary of the property

which are currently strewn with local plantation. The main features of these areas highlighted during our visit include:

- Circulation features (walkways, paths, roads)
- Vegetation
- Shrubs, trees, windbreaks and gardens
- Retaining walls
- Roads
- Original fencing
- Water features

It is essential to identify, retain and preserve the features of the building site that are important in identifying its overall historic character. These features not only add to the beauty of the property but are also considered a major asset in the proposed Project.



Existing Buildings

There are a number of other auxiliary structures around the property providing services to the main structure as under:

- **FBR officials residences**
- **Mosque:** A small mosque is situated to the rear of the main building and has praying capacity for a small number of people.
- **Quarters:** Living quarters have been in place for efficiently housing the servants deployed at the premises.

V. Schedule E [Estimated Project Costs]

TO BE INSERTED

VI. Schedule F [Form of Construction Performance Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Lahore under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR’s Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the

“Demand”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at which Demand will be made]* [or through SWIFT instructions transmitted by the FBR’s bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the “**Bank Account**”).

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR’s bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR’s Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank’s obligations hereunder shall expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank’s aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (a) in any way impairing or affecting the Guarantor Bank’s liabilities hereunder;
- (b) notice to the Guarantor Bank; and
- (c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Lahore, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

VII. Schedule G [Design and Construction Performance Standards]

These design and construction performance standards specify the minimum requirements that must be ensured by the Concessionaire. The Concessionaire is expected to adhere to applicable bye-laws and best practices while designing and constructing the project

Design Standards

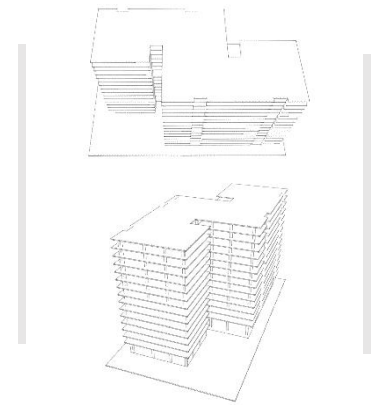
Under the Design phase, the following activities will be undertaken by the Successful Bidder:

- The Concessionaire should prepare design and layout of the Project in accordance with the building height restrictions, the design preferences, and other requirements laid down in the LDA Building Regulations.
- Prepare detailed design and seek approval of FBR before initiation of Construction work.

a) Apartments Design Requirements

- The following are the envisaged building specifications as per the LDA Building Bye-laws:

Site Area – SFT	61,364
FAR	1:8
No. Floors	G+14+Service Floor
Commercial Area	Ground Floor
Height	200'
Max Coverage	65%
Parking	1 Spot per 1200 SFT
Front Set Back	30'
Side Set Back	13'
Back Set Back	13'



- The Concessionaire shall be responsible to undertake his own due-diligence and prepare design as per applicable prevalent bye-laws. The Concessionaire shall ensure maximum utilization of the Project covered area in accordance with the applicable standards and bye-laws.
- The Apartments shall be of the following types (No. of beds) and in the following proportion:

Type	Size (SFT)	Proportion
1 Bed	700-850	20%
2 Bed	1200-1400	30%

3 Bed	2200-2500	50%
-------	-----------	-----

- The Concessionaire shall be wholly responsible for the Design, Layout Plan, Construction and Development and Financing the construction, commissioning, maintenance and operations of the Project till expiry of the concession period. The Concessionaire shall through Independent Engineer and where required through Independent Auditor shall provide all data, designs, construction designs and milestones shall provide to the FBR for approval (which approval shall not obligate the FBR to incur any Projects risks).
- The construction of the multistory building shall adhere to technical specifications to ensure its safety, durability, and functionality. The foundation will be designed based on a geo-technical report, employing either shallow or deep foundation methods, with adequate bearing capacity to support the structure. The building will have a robust roofing system with proper insulation and drainage provisions. Electrical, plumbing, and HVAC systems will be designed based on load calculations and energy-efficient principles.
- Additionally, the Building shall be built on green/ smart basis, it involves a sustainable and environmentally conscious approach to construction. It entails incorporating eco-friendly design principles, materials, and technologies to minimize its impact on the environment. Key aspects of green building practices include energy efficiency, water conservation, use of renewable resources, and waste reduction. Efficient insulation, solar panels, and energy-efficient appliances contribute to lower energy consumption, while rainwater harvesting and water recycling systems help conserve water resources. Additionally, the selection of locally sourced, recycled, or low-emission building materials further reduces the building's carbon footprint.
- Design of the building to ensure the security of the residents and staff. Design underground parking areas to maximize building and occupant security.
- Quality assurance measures, compliance with local building codes and regulations, and adherence to health and safety protocols will be strictly enforced throughout the project.
- In designing the water supply system, following must be ensured:
 - Design is based on minimum 50 years life period that caters to a mean population of seven (7) people per apartment and gives special attention to water conservancy
 - Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping

- Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.
 - Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
 - Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
 - Water is available for fire fighting
 - Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)
- In designing the sewerage and drainage system, following requirements shall be ensured:
 - Drainage and sewerage systems are maintained independently
 - At least eighty-five (85) percent of water supply is considered as sewage
 - Level of sewage effluent is reduced to an acceptable level as per prevailing standards using adequately sized septic tanks (supported by calculations)
 - Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection.
 - Sewerage system provides external disposal by terminating at the trunk sewer
 - Storm water is captured from rooftops and diverted to drainage system
 - Drainage system is designed on a 10 year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for re-absorption
 - Sewerage and drainage components are designed as per LDA/TEPA/WASA design criteria, or in the absence of such, international standards (with reference).

b) Utilities

- In designing the electricity and lighting network, following shall ensure that:
 - Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
 - Electricity network is underground, conforms to LESCO standards, and connects to a grid station

- Gas network is underground, conforms to SNGPL standards, and connects to the gas mains
- Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, parking areas, footpaths, boundary walls, etc.
- Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas;
- All lights are energy efficient

c) *Additional Considerations for FBR Reserved Apartments*

Apartments reserved for FBR shall be unfurnished and in accordance with the specifications prescribed under Rule 8 of Accommodation Allocation Rules, 2002.

Construction Standards

a) *General Requirements*

Successful Bidder shall be required to carryout following activities under this phase:

- Provide building materials and finishes that are durable and require low maintenance. Building material including concrete, bricks, glass, metal, cast iron, steel, uPVC and other fibers should meet the high quality standards.
- Provide a building that is spatially efficient and designed to maximize the ratio of residential areas to amenities, support, circulation and service areas. Standardize unit types, kitchen and bathroom layouts within a project as much as possible. Co-ordinate and plan for amenity and support service spaces to maximize efficiency of circulation for both tenants and staff. The amenities should be located centrally and grouped for efficiency and to encourage social interaction.
- The Developer should validate the vertical and horizontal load-bearing of the building.
- MEP systems include the following:
 - Elevators
 - Lighting
 - Telecommunications Infrastructure
 - Heating, Ventilation and Air Conditioning (HVAC)
 - Fire Protection
 - Water Supply & Management
 - Waste Disposal Systems

- Built-in lighting should be ensured in kitchens, bathrooms, rooms and corridors and in the form of hanging pendants in dining rooms.
- Incorporate environmentally sustainable operating and maintenance practices by using BIM (Building Information Modelling), ensure compliance with Green Features / Green Building concepts/guidelines and propose smart building and automation concept.
- Visual appeal of the building's exterior should be ensured through design work and by selecting the right materials.
- Building should have common areas consisting of:
 - Indoor amenity spaces for residents use
 - Administration and Program Support Services for administrative and support staff use
 - Service Areas for maintenance and building services and storage
 - Circulation and Access in the building
 - Outdoor Spaces for recreation and services
- Ensure that the mechanical and electrical rooms are located as close as possible to the entry point for utilities. Locate for efficient distribution, including space and access for servicing.
- A comprehensive site water management strategy should be developed by the Concessionaire at an early stage. Erosion control, and storm water management should be addressed. Investigate measures such as pervious paving, rain gardens, bio swales, storm water retention and storm water treatment.
- Demolitions shall be performed in an orderly manner and the Concessionaire shall take all necessary precautions and expedients to prevent damages to the adjacent structures. Explosives shall not be used to remove or demolish the Plain and Reinforced Cement Concrete Structures unless otherwise directed by the Engineer.
- The Concessionaire shall take sufficient steps/ actions/ measures for the safety of the adjoining building and shall be sole responsible for any damage to the existing superstructures and substructures caused due to demolition. FBR shall not be responsible for any misshape due to poor execution.
- Existing utility lines that are visible or the locations of which are made known to the Concessionaire prior to demolition and that are to be retained, as well as utility lines constructed during dismantling if damaged, shall be repaired by the Concessionaire at his own expense.
- All materials resulting from Demolition shall be disposed off out of Municipal limits along the most direct route from the boundary of the project and/or as directed by the Project Engineer.

b) Apartments

Construction of committed number of apartments in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master or Sonex made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation
- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster
- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of ½" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1½" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1¼" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1½"×3/8" (40mm×10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1½"×1½"×¼", welded (40 mm×40 mm× 6mm) with M.S. flat 2"×¼" (50mm x 6mm) and finished with paint/polish of approved make
- External main door is 1½" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1½"×3/8" (40mm x 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both sides and fingerplate complete in all respect, and finished with polish of approved make
- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe
- Apartments reserved for market/leasing to commercial third parties shall be furnished.

c) Kitchen

- 12"x12" Master or Sonex made porcelain tiles or equivalent on floors
- Glazed tiles on walls up to five (5) feet
- Vin board cabinet 3/4" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
- Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
- Suigas and electricity point for countertop stove
- Exhaust fan

d) Bathroom

- 8"x12" glazed tiles on floor
- Glazed tiles on walls up to five (5) feet
- WC, washbasin and shower
- Toilet paper holder, soap dish, towel rail, mirror
- Exhaust fan
- Door with stainless steel plate of appropriate thickness fixed on inside.
- All sanitary fittings and sanitary ware made by Sonex, Master or equivalent
- UPVC pipes for internal water supply & sewerage made by Dadex or equivalent
- Toilet and kitchen water supply line will be provided with independent main control valve for isolation and maintenance, and shall have separate piping for hot and cold water with point provision for user installed geyser (gas and/or electrical)
- GI pipes for gas made by IIL, Jamal or equivalent
- Wires of Pakistan Cables or equivalent in PVC pipes installed with sockets, switches and distribution boxes having adequate protection circuits
- All fittings for internal utilities pertaining to electricity, sui-gas and water concealed using all materials like pipes, joints, etc. according to the specifications of respective Government Agency, or in the case of prefabricated walls, any other equivalent arrangement
- Stairs with adequate safety features (railing, etc.) and finishing (mosaic steps, distempered soffit, etc.)

e) Structural Performance Standards

- The work shall conform to the best practices and requirements of all applicable codes and standards, including, but not limited to the following:

Particulars	Components	Standard Benchmark
-------------	------------	--------------------

Particulars	Components	Standard Benchmark
Building Structure		
Composite Structure Steel & RC	General Seismic Design	Building Code of Pakistan (Seismic Provisions) - Pakistan Engineering Council or currently applicable
	Loads, Load Combinations and Nominal Strengths	
	Materials	
	Composite Members	
	Composite Connections	
	Composite Frames	
	RC Shear Walls	
	Composite Steel Plate Shear Walls	
	Structural Design & Specification	
	Masonry	
	Architectural Elements	
Mechanical & Electrical Systems		
Energy Provisions		
Building Envelope	External Walls & Roofs	Building Code of Pakistan (Energy Provisions-2011) - Pakistan Engineering Council or currently applicable
	Glass & Framing System	
	Air Leakage/Infiltration	
Heating, Ventilation & Air Conditioning	Controls	
	Piping & Ductwork	
	System Balancing	
	Condenser	
Service Water Heating	Piping Insulation	
	Equipment Efficiency	
Lighting	Lighting Control	
	Exit Signs	
	Exterior Building Grounds Lighting	
	Landscape Lighting	
	Interior Lighting Power	
	Exterior Lighting Power	
Electrical Power	Transformers	
	Energy Efficient Motors	
	Power Factor Correction	
	Check Metering	
	Power Distribution Systems	
Safety Systems		
Fire Prevention & Life Safety	General Safety Requirements	Building Code of Pakistan (Fire Safety Provisions-2016) - Pakistan Engineering
	Building Services	
	Fire Safety Construction Features	
	Fire Protection Systems	
	Means of Egress	

Particulars	Components	Standard Benchmark
	Safeguarding Construction Operations	Council or currently applicable
	Fire Department Access & Water Supply	
	Combustible Waste & Refuse	
	Occupancy Fire Safety	

VIII. Schedule H [Form of Financial Close Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 201[●] (hereinafter referred to as the “**Agreement**”) for the design, engineering, construction, financing, commissioning, operations and maintenance of the [Insert Details] Project under the public private partnership mode:

- (a) [Insert FBR Details], having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR [Insert Amount in Numbers]/- (Pakistani Rupees [Insert Amount in Words]).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the “**Demand**”) at the Guarantor Bank’s offices located at [Insert Address of the Guarantor Bank at

which Demand will be made] [or through SWIFT instructions transmitted by the FBR's bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the "**Bank Account**").

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR's bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [Insert date and time] (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (a) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- (b) notice to the Guarantor Bank; and
- (c) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Lahore, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

IX. Schedule I [FORM OF HANDBACK CERTIFICATE]

TO BE INSERTED

X. Schedule J [HANDBACK REQUIREMENTS]

This Schedule sets out the minimum requirement of the physical condition of the Project Assets [“Minimum Criteria”] at the time of Hand-back. Such requirements shall include:

Category	Requirement	Description
Asset Condition	Quality Standards	<p>Apartments must meet agreed-upon quality standards at handover. An independent inspection may be required for:</p> <ul style="list-style-type: none"> • Functional aspects (doors, windows, plumbing fixtures) • Finishes (paint, flooring, countertops) • Common areas (lobbies, landscaping, amenities)
Asset Condition	Residual Life Assessment	<p>An assessment determining the remaining useful life of the buildings will be carried out by the Independent Consultant to be hired with mutual agreement of FBR to assess factors like:</p> <ul style="list-style-type: none"> • Major building systems (HVAC, plumbing, electrical) • Planned maintenance history
Operational Documents & Knowledge Transfer	Operation & Maintenance Manuals	<p>Detailed manuals outlining operation and maintenance procedures for building systems must be provided including:</p> <ul style="list-style-type: none"> • Recommended preventative maintenance schedules • Spare parts lists and supplier information • Troubleshooting guides for common issues • Specific maintenance requirements for high-end finishes (e.g., stone countertops, wood flooring)
Operational Documents & Knowledge Transfer	As-built Drawings & Warranties	<p>Handover of all construction drawings and any remaining warranties for building components. This could include:</p> <ul style="list-style-type: none"> • Architectural drawings • Structural engineering plans • Mechanical, electrical, and plumbing (MEP) drawings • Warranties for major building components (roofing, elevators) • Warranties for high-end appliances
Operational	Staff Training	FBR staff should be trained on operating and maintaining the

Documents & Knowledge Transfer		<p>buildings, potentially with a knowledge transfer period.</p> <p>Training would cover:</p> <ul style="list-style-type: none"> ● Building systems operation ● Emergency procedures ● Tenant management Regulatory compliance ● Specific maintenance tasks for high-end finishes and appliances
Financial Considerations	Security Deposits	<p>Return of any security deposits held by the Concessionaire, depending on the condition of the assets at handback.</p> <ul style="list-style-type: none"> ● Deductions may be made for any necessary repairs identified during the handover inspection, particularly those related to excessive wear and tear beyond normal depreciation.
Financial Considerations	Unresolved Dues	<p>Settlement of any outstanding fees or charges related to the project, such as:</p> <ul style="list-style-type: none"> ● Unpaid rent or utility bills from tenants ● Outstanding maintenance costs ● Final performance penalties (if applicable)
Environmental Considerations	Environmental Site Assessment	<p>A report assessing any potential environmental liabilities associated with the property. This would include:</p> <ul style="list-style-type: none"> ● Asbestos or lead paint testing ● Soil or groundwater contamination
Records & Data	Project Records	<p>Handover of all relevant project records, including:</p> <ul style="list-style-type: none"> ● Construction documents ● Financial records ● Tenant information (with appropriate privacy considerations) ● Operational logs and reports ● Maintenance records detailing work performed on apartments and common areas

Insurance	Insurance Documentation	Transfer of any remaining insurance policies related to the property to FBR.
Dispute Resolution	Dispute Resolution Mechanism	Outline the process for resolving any disagreements that may arise during the handback process, potentially referencing the original concession agreement.
Apartment Maintenance	Reserve Fund for Major Repairs	A reserve fund set aside to cover the cost of major repairs during the Concession Period should be handed over, along with a plan for its future use. This ensures that PFR has resources for capital expenditures like roof replacement or building envelope repairs.
Apartment Maintenance	Spare Parts Inventory	Providing a sufficient inventory of spare parts for critical building systems and high-end finishes to minimize downtime during repairs.

All costs shall be borne by the Concessionaire in this regard. The Concessionaire shall also provide a Transfer Bond to comply with the requirements of the Handback Requirements.

XI. Schedule K [TORs of The Independent Auditor]

The Independent Auditor shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Auditor in this Agreement. Without limiting the generality of the foregoing, during the Services Period, the Independent Auditor will be responsible for:

- i. Monitoring quarterly the financial progress against the detailed budgets submitted by the Operator at the time of bidding during construction phase.
- ii. Carrying out audits (on an annual basis) to establish compliance or otherwise of the Services with the KPIs, Applicable Laws, Applicable Permits and Good Industry Practices in accordance with the procedures set out in the Agreement.
- iii. Monitoring debt repayments to ensure they are made timely in accordance with the Financing Agreement.
- iv. Notifying FBR if the Concessionaire defaults on debt payments for more than 45 days.
- v. Assisting the Parties in determining, under the Concession Agreement:
 - existence and consequences of a Force Majeure Event,
 - an Event of Default,
 - the remedy of defaults and termination procedures,
 - the existence, nature and consequences of a Change in Law
 - the existence and consequences of any of the other relief items set out in the Concession Agreement, and/or
 - any other matter of a technical nature referred by both Parties;
- vi. Ensuring that apartments reserved for the FBR are occupied only by FBR officials. The Concessionaire must not rent them to the general public without prior notification to the FBR.
- vii. Checking calculation of any surplus rent to be paid to the FBR by the concessionaire in cases where vacant FBR apartments are rented to the general public, according to the terms specified in the Concession Agreement.
- viii. Ensuring payment of surplus rent, as detailed above, to FBR is made by 15th of the subsequent month.
- ix. Reviewing the proposed changes in budget / re alignment of yearly budget during the construction period.
- x. Reviewing rent due from the FBR officials and notifying FBR and relevant department for release of outstanding rent.
- xi. Carrying out any other duties and functions specified in the Concession Agreement, other than those listed above.

XII. Schedule L [TORs OF THE INDEPENDENT ENGINEER]

The Independent Engineer is to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Independent Engineer is to:

- a. independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Hand-back and Defects Liability Period of the Project Facilities to ensure compliance by the Concessionaire with the Project Requirements and provisions of the Agreement;
- b. report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- c. assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and

Without limiting the Independent Engineer's functions under the Concession Contract, such functions can be summarised as follows:-

A. Review of Design Documentation

- i. Review of the Contracts for the design and construction of the Construction Works and for Operation and Maintenance of the Project and make recommendations to FBR and the Concessionaire for amendments which, in its opinion, should be made to the Contracts with Design Firm to avoid conflicts between those contracts and the Concession Contract.
- ii. Audit the Preliminary Design and any amendments thereto for compliance with all the standards and specifications specified in the Agreement applicable to the Preliminary Design and make recommendations to the FBR for approval by the FBR of the Preliminary Design or provide the FBR and the Concessionaire with details of the non-compliance within 21 days of receipt of the Preliminary Design.
- iii. Audit the Detailed Design and any amendments thereto for compliance with all the applicable standards and specifications specified in the Agreement as applicable to the Detailed Design and notify the Concessionaire and the FBR as to whether the Detailed Design complies with the standards specified in the Agreement and, if not, provide details of the non-compliance and suggest improvements to the Detailed Design to the Concessionaire and the FBR within 21 days of receipt of such Detailed Design.
- iv. Determine any extension of time, amount of monetary compensation or relief from penalties to which the Concessionaire is entitled on suspension or variation of any Construction Works by the FBR pursuant to the Concession Contract.

Conduct a general overview of the programme for completion of the Detailed Design insofar as it relates to the obligations of the FBR and inform the FBR of those obligations.

- v. Receive from the designers and Contractors (as relevant) certificates confirming that due care was exercised by them in carrying out the Preliminary Design or Detailed Design (as relevant).

B. Monitoring of Site Availability and Permits

- i. Monitor, obtain information from Contractors (as relevant) and report to the FBR and the Concessionaire on the status and progress of the permits applied for in relation to the Project.
- ii. Monitor and report to the FBR and the Concessionaire on progress of removal of existing facilities, diversion of existing services and any other work which is necessary to enable construction on the Construction Works to proceed. Advise FBR, the Concessionaire and the Contractor of action required to avoid any delays to the commencement of any Construction Works.

C. Review of Construction Programmes

- i. Audit the Initial Construction Programme and the Additional Construction Works Programme (as and when it is prepared in accordance with the Concession Agreement) for compliance with the completion requirements specified in the FBR's Requirements (if any) and the relevant Construction Contract and, if necessary, recommend to FBR and the Concessionaire any amendments to the programmes which may be necessary to achieve the construction completion requirements.
- ii. Monitor the progress of the Construction Works against the Initial Construction Programme and the Additional Construction Works Programme (as relevant) and report to the FBR and the Concessionaire any variance from the relevant programme, promptly give written notice of the variance to the FBR and the Concessionaire.

D. Control of Construction Quality

- i. The Independent Engineer must review the Quality Assurance System and report to the Concessionaire and the Contractor as to whether the Quality Assurance System complies with the requirements of ISO/9002 or any other standard agreed by the Parties to the Concession Agreement and, if not provide the Concessionaire and the Contractor with details of the non compliance as soon as reasonably practicable.

- ii. Audit performance of the Concessionaire against the Quality Assurance System by, amongst other things, auditing test results and, where the Independent Engineer considers reasonably appropriate, by a system of verification involving inspections and periodic checking.
- iii. Audit compliance of the completed Construction Works with the FBR's Requirements.

E. Extensions of Time/Compensation/Relief from Penalties

Make a determination as to an extension of any date or period, any monetary compensation or any relief from penalties as provided for in the Concession Agreement.

F. Completion Certificates and Requirements

- i. Inspect such Building Section and/or Associated Facility in the time period and as required by the Concession Agreement on receipt of a notice under the Concession Agreement and issue a Taking Over Certificate in respect of any Construction Works as required and in accordance with the Concession Agreement or give notice to the FBR and the Concessionaire as required under the Concession Agreement.
- ii. Issue a Performance Certificate as required and in accordance with the Concession Agreement for a particular package of Construction Works or the Independent Engineer being satisfied that the Contractor has completed all activities.
- iii. Review the as built drawings, other technical and design information and completion records that are required to be provided to the FBR in respect of completed Construction Works and review such drawings, information and records and instruct any necessary clarification of, or modification to such drawings, information and records.

G. Environmental and Social Requirements

- i. Audit compliance with the Environmental Requirements as applicable.
- ii. Audit compliance with the Concessionaire's social obligations under the Concession Agreement.

H. Auditing of Operations and Maintenance

- i. Conduct periodic audits, at times reasonably determined by the Independent Engineer, of Operations and Routine Maintenance for compliance with the FBR's Requirements (including where necessary verification through site visits).
- ii. Audit the Operation and Maintenance Manuals for compliance with Schedule [.] to the Concession Agreement.

- iii. Review the periodic condition surveys and proposed remedial actions of the Concessionaire and arrange independent surveys, if necessary, to establish compliance with the performance specifications specified in the FBR's Requirements.
- iv. Audit the Operation and Maintenance management systems, the management information systems and procedures for compliance with Schedule [.] to the Concession Agreement.

H. Financial Control

- i. Review the proposed Payment Schedules (as defined in the relevant Construction Agreement) in conjunction with the Construction Programme and Construction Schedule;
- ii. Report on the Contractor's control of progress of Works and risks to completion within the time established in accordance with the relevant Construction Contract.
- iii. Receive the Contractor's application for progress payments for Construction Works and certify amounts due for payment under the Construction Contract.
- iv. Adjudicate claims for additional payment and extensions of time in terms of the Design/Construction Contracts.
- v. Certify final amounts due under the Construction Contracts.
- vi. Review the updated information supplied by the Lenders and the Concessionaire pertaining to the Financial Model and report same to the FBR.
- vii. Submit bi-monthly status reports covering all aspects of his activities to the FBR and the Concessionaire with a copy to the Lender's Technical Advisor, if any.

I. Hand-back of Project Facilities to FBR

At the time of handing back the Project Facilities to FBR at the end of Concession Period, the Independent Engineer shall:

- i. monitor and certify compliance with the Hand-back Requirements, and
- ii. issue a Certificate of Compliance with Hand-back Requirements to the Concessionaire.

J. Defects Liability Period

During this period the Independent Engineer would monitor, in accordance with Good Industry Practice, the defects arising and activities undertaken by the Concessionaire so as to ensure compliance with the rectification. The specific activities to be undertaken would include the following:

- inspect the Project Facilities frequently and as and when exigencies require to ascertain conformity with Project Requirements;

- ascertain the cost of rectification of defects if to be rectified at the risk and cost of the concessionaire;
 - suggest suitable remedial measures/ procedures, where necessary.
- ii. In the event of Emergency, the Independent Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including decommissioning of any Project Facilities where necessary.

K. Breach of Obligations

If during the course or upon review/inspection undertaken by the Independent Engineer or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Independent Engineer shall, under intimation to the other Party, require the defaulting Party to remedy such breach/default within such time and in such manner as the Independent Engineer may deem fit and in each case the same shall be recorded.

L. Meetings, Records and Reporting

- i. The Independent Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month till the Defects Liability Period.
- ii. The Independent Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
- a. Manpower deployed and other organizational arrangements of the Independent Engineer;
 - b. Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As Built drawings, Schedules, plans and reports;
 - c. Inspections undertaken and notices/instructions issued to the Concessionaire or FBR;
 - d. Review of compliance with Project Requirements;
 - e. Tests;
 - f. Change of Scope and Change in Law;
 - g. Emergency (including accidents);
 - h. Force Majeure Events;

i. Breaches and defaults by the Parties; and

j. Hand-back Requirements

iii. The Independent Engineer would be required to submit the following reports to the Parties during the Concession Period:

a. Implementation Period

- Monthly Progress Report (including details of slippages and remedial measures);
- Report on Tests and report on notices issued;
- Completion Certificate (including Provisional Certificate);
- Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations).

b. Defects Liability Period

- Monthly Report (Defects and remedial measures);
- Report on Tests and report on notices issued;
- Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations);

c. Report on Hand-back Requirements.

d. Any other report as may be reasonably required by FBR or as may be necessary to give effect to the provisions of the Agreement.

XIII. Schedule M [O&M Requirements]

The successful bidder shall bear the operational expenses of the Multistory Residential Building (the Building) during the concession term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of the FBR.

The successful bidder will be required to operate the Project in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Investor will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Building and that the relationship with Federal Board of Revenue operates through channels of dialogue and transparency.

To ensure smooth operation and maintenance of the Building, the successful bidder shall:

- A well-designed and constructed building that meets the needs of its occupants and complies with safety and building codes. Utilize sustainable and durable materials to minimize future maintenance requirements. A comprehensive maintenance plan that covers routine inspections, repairs, and upgrades to identify and fix issues promptly;
- Implementation of robust security measures to ensure the safety of occupants and property. This may include surveillance cameras, access control systems, security personnel, and emergency response protocols. Conduct regular drills and provide training to building occupants and employees to respond to emergencies;
- Ensure timely collection of rents and allocate funds for maintenance, repairs, and improvements;
- Establish clear and transparent contracts with service providers and vendors to ensure continuity and efficiency in building operations;
- Foster open communication with tenants to address their concerns promptly. Consider setting up a digital platform for tenants to report issues and stay updated on building announcements;
- Provide ongoing training to building staff, including security personnel, maintenance workers, and property managers, to keep them updated on industry best practices and safety measures.

Successful bidder shall be entitled to the following during the concession term:

- Collect revenue from the Building operations;
- Arrange for association with one or more credit card systems for receipt collection;
- Open one or more bank account(s) in the name and title of the tradename of the Project. That account shall be opened in an internationally recognized bank with good standing chosen by Federal Board of Revenue, this account(s) will be used by

the Successful Bidder for depositing revenue collected from the Building's operation and for disbursements of the entire cost and expense of maintaining, conducting and supervising the operation of the Building.

- Recruit, interview, and hire employees of the Building and pay from the bank account(s) of the Building, salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Building and for the purchase of all operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Building;
- Maintain a clean and hygienic environment by hiring professional cleaning services to clean common areas, hallways, and restrooms regularly and promote energy-efficient practices and encourage tenants to adopt sustainable habits. This may include using LED lighting, encouraging recycling, and reducing water consumption.
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for revenues, rates, clientele structure, sales terms for commercial area and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in the Building.
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Building and File such tax returns relating to the Building operations as may be required under the laws of Pakistan.

FBR Reserved Apartments:

- FBR officials are entitled to avail accommodation at rental ceiling rates under the Accommodation Rules. FBR to discuss the project with the Ministry of Housing stating that the project is offering 1, 2 and 3 beds apartments to its officials in accordance with the following entitlement:
 - A. Grade 17, 18 = One bed apartments
 - B. Grade 17, 18 and 19 = Two bed apartments
 - C. Grade 19, 20, 21 and 22 = Three bed apartment

- FBR officials shall pay the rent at the ceiling rates fixed from the Government from time to time. Rates valid till issuance of bid document are as follows:

BPS Scales	Rent Ceiling (Rs.)
17-18	Rs. 41,147/-
19	Rs. 54,704/-
20	Rs. 68,700/-
21	Rs. 82,261/-
22	Rs. 98,444/-

- In case the FBR reserved apartments remain vacant for more than a month, Concessionaire shall have a right to give FBR reserved apartments on market rent in accordance with the procedure laid down in the Agreement. In case of renting of the FBR-reserved apartment by the Concessionaire to the general public, the Concessionaire shall retain an amount equivalent to the average of the ceiling rates, prevalent at the time, as per the entitlement of FBR officials for the type of apartment, and shall pass on the excess to the FBR from the monthly rent received from the tenant. For instance, concessionaire is renting out 3 bed apartments reserved for FBR, the revenue share of FBR will be:

 = Monthly rent earned - ((Ceiling of Grade 20 + Ceiling of Grade 21 + Ceiling of Grade 22)/3)

Service Level Agreements for O&M Phase:

The Concessionaire shall prepare an O&M plan to cater to the following Service Level Agreements (SLAs).

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
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Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Emergency Repairs (Plumbing leaks, electrical outages, fire safety issues)	Critical issues that threaten safety or habitability.	Immediate (Within 30 minutes of notification)	Within 4 hours	Uptime of critical systems (e.g., fire alarms, elevators)	- Scheduled maintenance outages
Urgent Repairs (Loss of heat/AC, major appliance failure)	Issues causing significant discomfort or inconvenience.	Within 2 hours of notification	Within 24 hours	Resident satisfaction surveys	- Parts availability delays (documented)
Routine Maintenance Requests (Lightbulb replacement, leaky faucet)	Non-urgent repairs that maintain functionality and comfort.	Within 1 business day of notification	Resolved within 3 business days	Work order completion rate	- High volume of requests (managed expectations)
Building Cleanliness	Common areas (lobbies, hallways, grounds) maintained in a clean and presentable condition.	Daily cleaning	Visible cleanliness upon inspection	Regular inspections	- Acts of God (e.g., sudden snowstorm)
Amenity Functionality	Amenities (pool, gym, clubhouse) functioning properly and available for resident use.	Daily inspections	Resolved within 24 hours of reported issue	Uptime of amenities	- Scheduled maintenance outages
Noise Complaints	Addressing excessive noise disturbances from residents.	Respond within 1 hour of complaint	Resolved within 24 hours (progressive action may take longer)	Resident satisfaction surveys	- Construction (pre-approved by residents)
Resident Communication	Timely notification of maintenance issues, building updates, and emergencies.	As soon as possible, but no later than 24 hours	Utilize multiple channels (e.g., email, text, building notices)	Communication logs	- Urgent situations requiring immediate action

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Pest Control	Addressing identified pest concerns within the unit or common areas.	Within 24 hours of notification	Resolved within 7 days (may require follow-up visits)	Pest-free environment	- Persistent infestations requiring specialized treatment
Package Delivery	Secure receipt and notification of resident packages.	Same or next business day of delivery	Residents notified within 24 hours	Package tracking system	- Delivery service delays
Guest Parking	Availability of designated guest parking spaces.	At least 2 guest spots available at all times	N/A	Percentage of guest parking availability	- Special events with pre-approved parking limitations
Security Concerns	Addressing security breaches or malfunctioning security systems.	Immediate (Within 30 minutes of notification)	Resolved within 24 hours	Functionality of security systems & resident satisfaction surveys	- False alarms
Move-In/Move-Out Procedures	Ensuring a smooth transition for residents.	Pre-move-in inspection scheduled within 48 hours of request	Unit returned to satisfactory condition within 1 week of move-out	Completion of move-in/out checklists	- Unforeseen damages requiring additional repairs
Maintenance Requests (Cosmetic)	Addressing non-urgent aesthetic repairs (paint touch-ups, minor scratches).	Responded to within 3 business days	Resolved within 7 business days	Work order completion rate	- High volume of requests (managed expectations)
Landscaping & Snow Removal	Maintaining a well-groomed and safe outdoor environment.	Daily upkeep for landscaping, within 24 hours after snowfall for snow removal	Visually appealing grounds and clear walkways	- Severe weather conditions impeding service	

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Appliance Replacements	Replacing major appliances in case of malfunction.	Within 2 business days of confirmed appliance failure	Replacement installed within 7 business days (may depend on part availability)	Appliance functionality	- Parts availability delays (documented)
Structural Inspections	Scheduled professional inspections to identify potential problems.	Annually or as recommended by a structural engineer	Inspection report outlining findings and recommendations	Completion of inspections & documented reports	- Acts of God (e.g., earthquake) triggering immediate inspection
Preventative Maintenance (Building Envelope)	Routine maintenance of roof, exterior walls, and foundation to prevent water damage and structural issues.	Biannually (Spring & Fall)	Identified issues addressed before next inspection cycle	Upkeep records and visual inspections	- Unforeseen emergencies requiring immediate repairs
HVAC System Maintenance	Regular servicing of heating, ventilation, and air conditioning systems.	Quarterly or as per manufacturer's recommendations	Optimal system performance and resident comfort	Maintenance	-
Plumbing & Electrical					
Leaky pipes (faucets, showers, toilets)	Addressing leaks that cause water damage or disrupt functionality.	Within 24 hours of notification	Repaired to stop leaks within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring replacement of fixtures (documented)
Clogged drains (excluding hair clogs)	Addressing clogged drains that	Within 1 business day of notification	Resolved within 2 business	Work order completion rate and resident satisfaction	- Hair clogs considered

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
	significantly impede water flow.		days	surveys	resident responsibility
Running toilets	Addressing toilets that continuously run and waste water.	Within 1 business day of notification	Repaired to stop running within 3 business days	Work order completion rate and resident satisfaction surveys	- Major repairs requiring replacement of toilet parts (documented)
Faulty light fixtures (excluding burnt-out bulbs)	Addressing malfunctioning light fixtures (switches, wiring issues).	Within 2 business days of notification	Repaired to functional condition within 5 business days	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring rewiring (documented)
Electrical outlet malfunctions	Addressing non-functioning outlets or flickering lights potentially indicating electrical problems.	Within 24 hours of notification	Resolved within 48 hours (may require electrician)	Work order completion rate and resident satisfaction surveys	- Scheduled power outages by utility company
Smoke detector battery replacements		Pre-emptive as per manufacturer recommendations	Batteries replaced during routine maintenance or within 24 hours of resident notification	Up-to-date smoke detector maintenance records	-
Heating & Cooling					
Malfunctioning thermostats	Addressing thermostats that are not regulating temperature properly.	Within 1 business day of notification	Repaired to functional condition within 3 business days	Work order completion rate and resident satisfaction surveys	- Parts availability delays (documented)

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
Uneven heating/cooling in the unit	Addressing significant temperature variations within the unit.	Within 2 business days of notification	Resolved within 5 business days (may require additional inspection)	Temperature readings documented during inspection	-
Air filter replacements		Scheduled replacements as per manufacturer's recommendations	Filters replaced during routine maintenance or within 48 hours of resident request	Up-to-date air filter replacement records	-
Safety & Security					
Faulty door locks	Addressing malfunctioning door locks (broken keys, jammed mechanisms) that compromise security.	Within 24 hours of notification (priority)	Repaired to functional condition within 48 hours	Work order completion rate and resident satisfaction surveys	- Extensive repairs requiring door replacement (documented)
Broken intercom systems	Addressing non-functioning intercom systems that hinder communication and security.	Within 24 hours of notification (priority)	Repaired to functional condition within 72 hours	Uptime of intercom system and resident satisfaction surveys	- Parts availability delays (documented)
Malfunctioning fire extinguishers (inspection & maintenance)		Scheduled inspections as per fire code regulations	Extinguishers serviced and tagged within designated timeframe	Up-to-date fire extinguisher maintenance records	-
Emergency exit path lighting checks		Regularly scheduled inspections	All emergency lights functioning	Documented inspection reports	-

Category	Description	Response Time (Target)	Resolution Time (Target)	Measurement	Exceptions
			during inspections		
Interior & Common Areas					
Painting touch-ups (for reported minor damage)	Addressing minor scuffs, scratches, or nail holes on walls.	Responded to within 3 business days	Completed touch-ups within 7 business days	Visual inspection and resident satisfaction surveys	- Extensive damage requiring repainting of sections (managed expectations)
Carpet cleaning (scheduled or based on resident requests)		Scheduled deep cleaning (e.g., annually) or within 48 hours of resident request (for spills/accidents).	Cleaned carpets upon completion of service	Resident satisfaction surveys and documented cleaning schedule	-
Repairing minor drywall damage (e.g., small holes)	Addressing small holes, cracks, or dents in drywall.	Responded to within 3 business days	Repaired to smooth finish within 7 business days	Work order completion rate and resident satisfaction surveys	- Extensive damage requiring replacement of drywall sections (managed expectations)
Replacing burned-out light bulbs in common areas		As identified during routine inspections or within 24 hours of resident notification		All lights functioning in common	

XIV. Schedule N [Form of Operations Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantor issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Lahore under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the

“Demand”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at which Demand will be made]* [or through SWIFT instructions transmitted by the FBR’s bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the “**Bank Account**”).

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR’s bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR’s Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank’s obligations hereunder shall expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank’s aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (d) in any way impairing or affecting the Guarantor Bank’s liabilities hereunder;
- (e) notice to the Guarantor Bank; and
- (f) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Lahore, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

XV. Schedule O [Project Completion Schedule]

Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Anticipated start of design	Within 10 days of Effective Date
Anticipated end of design	Within 120 days of Effective Date
Commencement Date	Within 180 days from the Effective Date
Anticipated start of construction	Commencement Date
Substantial Completion	Thirty-six (36) months from Commencement Date
Anticipated expiry of Concession Agreement & handover of facilities	At end of 25th year of the date of signing of Concession Agreement
Scheduled Project Completion Date	As determined by Independent Auditor on Substantial Completion but in any event not exceeding 90 days following Substantial Completion Date

XVI. Schedule P [List of Project Documents]

Project documents include but not limited to the following:

- Corporate Details of Concessionaire
- Financing Agreement
- Board Resolution
- Power of Attorney to sign documents on behalf of SPV

XVII. Schedule Q [Request for Proposal]

TO BE INSERTED

XVIII. Schedule R [List of Construction Tests]

The Bidder shall submit a list of the tests to be carried out and their corresponding sample forms within the proposed methodology. This list shall include, at a minimum, the following tests:

- Sieve Analysis
- Specific Gravity
- Liquid and plastic limit
- Moisture Density
- Sand equivalent test
- Modified proctor test
- In situ density
- CBR Test
- In situ CBR
- Brick Test
- Steel Test
- Concrete test
- Asphalt test
- Compaction Test
- Cylinder strength test
- Any other related tests that may be conducted

XIX. Schedule S [Form of Transfer Bond]

To:

FBR Representative,

Guarantee No. (hereinafter referred to as the “**Guarantee**”)

Dated:

[Insert Name of Bank], being the Guarantee issuing bank (hereinafter referred to as the “**Guarantor Bank**”) understands that the following parties have entered into an agreement entitled the “Concession Agreement” dated [●], 202[●] (hereinafter referred to as the “**Agreement**”) for Development & Operations of Multistorey Residential Apartments on FBR land situated in Lahore under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement:

- (a) *[Insert FBR Details]*, having its offices at [●] (hereinafter referred to as the “**FBR**”); and
- (b) [●], a company incorporated under the laws of Pakistan, having its registered office located at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, where the context so permits, be deemed to mean and include its legal heirs, successors in interest, administrators, executors, and permitted assigns).

Further, the Guarantor Bank understands that pursuant to the terms of the Agreement, the Concessionaire is required to provide the FBR with a bank guarantee in an amount equal to PKR *[Insert Amount in Numbers]*/- (Pakistani Rupees *[Insert Amount in Words]*).

The above premised, the Guarantor Bank hereby undertakes irrevocably and unconditionally to pay to the FBR, without any notice, reference or recourse to the Concessionaire or to any other entity or without any recourse or reference to the Agreement 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 [●])

(hereinafter referred to as the “**Guaranteed Amount**”)

at sight and immediately, however not later than within [ten (10)] business days from the date of the Guarantor Bank’s receipt of the FBR’s first written demand (hereinafter referred to as the “**Demand**”) at the Guarantor Bank’s offices located at *[Insert Address of the Guarantor Bank at*

which Demand will be made] [or through SWIFT instructions transmitted by the FBR's bank (i.e. [●]), on behalf the FBR], such Demand stating:

- (a) the total amounts demanded; and
- (b) the bank account to which the amounts demanded pursuant to the demand are to be credited/transferred (hereinafter referred to as the "**Bank Account**").

A Demand shall only be honoured by the Guarantor Bank if: (i) in the case of a written Demand it is made by and bears the signature of an authorised officer or representative of the FBR; [or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the FBR's bank (i.e. [●]), on behalf of the FBR.]

The Guarantor Bank shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of its receipt of the FBR's Demand, as stated earlier, and shall transfer the amount specified in the Demand to the Bank Account in 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 its issuance.

After having come into force, this Guarantee and the Guarantor Bank's obligations hereunder shall expire on [Insert date and time] (the **Guarantee Expiry Hard Date**) irrespective of whether this Guarantee has been returned to the Guarantor Bank provided that, in the event that the FBR issues a Demand to the Guarantor Bank on or immediately prior to the Guarantee Expiry Hard Date and the same is received by the Guarantor Bank on or prior to the Guarantee Expiry Hard Date, the Guarantor Bank shall honour such Demand.

Upon expiry, this Guarantee shall be returned to the Concessionaire without undue delay. Multiple Demands may be made by the FBR under this Guarantee but the Guarantor Bank's aggregate liability shall be restricted up to the Guaranteed Amount.

The Guarantor Bank hereby agrees that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between the FBR and the Concessionaire without:

- (g) in any way impairing or affecting the Guarantor Bank's liabilities hereunder;
- (h) notice to the Guarantor Bank; and
- (i) the necessity for any additional endorsement, consent or guarantee by the Guarantor Bank.

This Guarantee for its validity period shall not be affected in any manner by any change in the Guarantor Bank's constitution or of the Concessionaire'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 are by way of reference only and shall not affect the Guarantor Bank's obligations to make payment under the terms of this Guarantee.

The FBR shall not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without the prior written consent of the Guarantor Bank and the Concessionaire.

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.

The Guarantor Bank hereby declares and confirms that under its constitution, applicable laws and regulations, it has the necessary power and authority (including all necessary authorizations, approvals and consents) to:

- (a) enter into, execute and deliver this Guarantee; and
- (b) perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan and under the laws of the jurisdiction where this Guarantee is issued. For the avoidance of doubt, in the event of any inconsistency between the laws of Pakistan and the laws of the jurisdiction where this Guarantee was issued, it is agreed that the laws of Pakistan shall prevail.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its 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 in Lahore, 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 laws of Pakistan and the laws of the jurisdiction where this Guarantee is issued.

[This Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.]

Executed & Issued

For & On Behalf of the Guarantor Bank

.....

Name:

Designation:

Dated:

Witnesses

Witness I

Witness II

.....

Name:

CNIC No.:

.....

Name

CNIC No.:

XX. Schedule T [Bid Offer]

TO BE INSERTED

XXI. Schedule U (Corporate Details of the Concessionaire)

TO BE INSERTED

XXII. Schedule V [IE Contract Letter of Consent]

TO BE INSERTED

XXIII. Schedule W [IA Contract Letter of Consent]

TO BE INSERTED

XXIV.Schedule X [Project Assets]

Tangible Assets	
Building Structure	This includes the foundation, framework, walls, roof, floors, and any permanent fixtures like balconies or fire escapes.
Building Systems	The mechanical, electrical, plumbing (MEP) systems that provide utilities like heating, cooling, water, and waste disposal.
Amenities	Common areas and features like elevators, lobbies, security systems, and parking facilities.
Finishes	Interior and exterior finishes like flooring, paint, cabinetry, appliances, and landscaping.
Furniture and Furnishings	This includes all furniture pieces (sofas, beds, tables, chairs) and furnishings (rugs, curtains, lamps, artwork) within each apartment unit.
Appliances	Major appliances like refrigerators, ovens, dishwashers, washing machines, and dryers etc. are considered project assets if they are included in the furnished units.
Intangible Assets	
Permits and Approvals	All the licenses and permits obtained from local authorities for construction and occupancy.
Architectural Plans and Engineering Designs	The detailed blueprints and engineering specifications for the building.
Marketing Materials and Branding	The marketing strategy and assets used to promote the apartments to potential tenants/buyers.
Intellectual Property	Any patents or trademarks associated with the design or construction of the building.
Construction Contracts	Contracts signed with contractors, architects, engineers, and other service providers involved in the project.
Insurance Policies	Insurance coverage for various risks, property damage, and potential liability
O&M Manual	Includes a comprehensive guide for residents, property managers, and maintenance personnel on the proper operation and upkeep of the building and its various systems
Inventory Management	Tracking and managing the inventory of furniture and furnishings and other housekeeping supplies.
Furniture Maintenance and Replacement Plans	Strategies for ongoing maintenance of furniture and a plan for eventual replacement due to wear and tear.
Tenant Management System	This includes tenancy agreement, rent recording mechanism, balance due from tenants.
Financial Record	Including financial statements and underlying record. Statutory and internal audit report

XXV. Schedule Y [Project Implementation Programme]

CONCESSIONAIRE TO PROVIDE DETAILED IMPLEMENTATION PROGRAM BASED ON THE FOLLOWING TENTATIVE TIMELINE

Activities/ Phases	Tentative Timeline
Concession Agreement negotiations & signing	dd/mm/yyyy
Arrange the Project financing	Within 90 days of the date of signing of Concession Agreement
Financial Close	180 days from the date of signing of Concession Agreement
Fulfillment of Conditions Precedent including furnishing of Performance Security	60 days from the date of signing of Concession Agreement
Design Phase	Right after completion of Financial Close
Construction Phase	Within 3 years after the signing of agreement
Commercial operations Phase	4 th Year after completion of construction phase
Expiry of Concession Period i.e. Construction Time (3 years) + Operations	At end of 25th year of the date of signing of Concession Agreement
Handing over of the Project to FBR	After the concession period

XXVI. Schedule Z [Description Of The Project And Scope Of Work]

The Property is currently under the management and control of the Federal Board of Revenue (FBR). FBR intends to invite Bidders to invest in the Project to develop, design, finance and construct the multistory residential apartments building on land and operate and maintain the Project Assets for a period of 25 years (the, "Concession Period") in accordance with the terms of the RFP and the Concession Agreement.

The Project will have following components:

- Commercial Close;
- Financial Close;
- Design & Construction Phase
- Operations and Management Phase
- Handback

A. Commercial Close

FBR will issue a Letter of Intent (LOI) to negotiate the final Concession Agreement terms with the Successful Bidder. FBR may request revised bids based on its needs. Upon meeting these requirements, the Successful Bidder will receive a Letter of Support (LOS). Finally, the SPV formed by the Concessionaire will sign the Concession Agreement with FBR.

B. Financial Close

The Concessionaire will have to achieve Financial Close within one hundred and eighty (180) calendar days from the Effective Date. During this phase the Concessionaire shall keep FBR well posted of its activities / correspondence with potential lenders / financial institutions. The Financial Close period may be extended for another period of maximum one hundred and twenty (120) days subject to approval of FBR upon providing sufficient evidence of efforts made by the Concessionaire for achievement of Financial Close.

C. Design & Construction Phase

Please refer *Schedule G Design and Construction Performance Standards* for details.

D. Operation and Management Phase

Please refer *Schedule M O&M Requirements* for details.

E. Handback

Please refer *Schedule J Handback Requirements* for details.

F. Project Clearances

Federal Board of Revenue will facilitate Successful Bidder in securing all necessary approvals from Public Sector Entities for smooth implementation of the Project.

G. Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain for themselves on their own responsibility, all information that may be necessary for preparing the Proposal and for assessment of construction/ development, operations and maintenance needed at the site. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder's own expense.

H. Key Dates

Please refer *Schedule O Project Completion Schedule* for details.

XXVII. Schedule AA [Format of Provisional Completion Certificate]

PROVISIONAL COMPLETION CERTIFICATE

I/We, (Name of the Independent Engineer), am/are acting as Independent Engineer, under and in accordance with the Concession Agreement entered into between: (i) The Federal Board of Revenue, a revenue collection agency for the Government of Pakistan, with its headquarters located at FBR Headquarters, Constitution Avenue, Lahore, Pakistan, hereinafter referred to as "FBR" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); and (ii) [M/s _____ Limited], a private limited company duly incorporated registered and existing under the Applicable Laws of Pakistan, with its registered office located at [•] hereinafter referred to as the "Concessionaire" (which expression shall unless repugnant to the subject or the context include its successors and permitted assigns).

I/We, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession dated (the "Agreement"), for the Project Facility at Plot B-1 Inland Revenue Officers' Colony at MM Alam Road on design, build, finance, maintain, operate and transfer (DBFMO) basis, through (Name of Concessionaire), hereby certify that the tests carried out have been undertaken for the Project Facility/section ----- of the Project to determine compliance thereof with the provisions of the Agreement.

Construction Works forming part of the Project Facility/section ----- of the Project Facility that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the FBR or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,)

I/We am/are satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Facility/section ----- of the Project Facility, pending completion thereof.

Notes:

- 1) Structure Works of the Building & all other related works shall be completed before issuance of _____ Provisional _____ Certificate.
- 2) Punch List/Remaining Works along with the schedule of completion as per the Concession Agreement shall be attached.
- 3) The above certificate is for the purpose of format only. Actual format based on site activities shall be subject to the approval of the Independent Engineer.

XXVIII. Schedule AB [Operations and Maintenance Manual]

TO BE INSERTED

XXIX. Schedule AC [Insurance]

PART I – CONSTRUCTION PERIOD INSURANCES

As mutually agreed between the Parties prior to the Commencement Date.

PART II – OPERATIONS PERIOD INSURANCES

As mutually agreed between the Parties prior to the Commencement Date.

XXX. Schedule AE [Requirements for Final Inspection]

TO BE FINALIZED BEFORE THE SIGNING OF THE AGREEMENT

XXXI. Schedule [●] [Hand back Certificate]

1. [insert details] being the Independent Engineer, and [insert details] being the Independent Auditor, refer to the agreement entitled "Concession Agreement" dated [●] (as amended from time to time) (the "**Concession Agreement**") relating to, *inter alia*, Development & Operations of Multistory Residential Apartments on FBR land situated in Lahore under Design-Build-Finance-Maintain-Operate & Transfer (DBFMOT) Arrangement (the "**Project**");
2. The Independent Engineer and the Independent Auditor hereby acknowledge the compliance the fulfillment by the Concessionaire of the Divestment Requirements set forth in Section 18 of the Concession Agreement and, on such basis, hereby issue this Hand Back Certificate (the "**Certificate**").
3. Upon issuance of this Certificate, the FBR shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Concession Assets (*as defined in the Concession Agreement*) and the same shall be deemed to have vested unto the FBR, free from any encumbrances, charges and liens whatsoever, other than such encumbrances which the FBR was responsible to prevent under the terms of this Agreement.

Signed this day of, at Lahore.

For and on behalf of

[Insert Details]

Signature

Name

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

NIC No.

NIC No.

For and on behalf of

[●]

Signature

Name

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

CNIC No.

CNIC No.

Government of Pakistan
Revenue Division
Federal Board of Revenue

OPTIMAL UTILIZATION OF FBR PROPERTIES IN PPP MODE (LOCATED IN ISLAMABAD, KARACHI, AND LAHORE)'

FBR hereby invites the Bidders, single entity or JV, who meet the Eligibility Criteria stipulated in the Bidding Data Sheet, to submit their Bids for the project(s) to construct the multi-storey buildings on FBR land and carry out O&M of the project(s) in accordance with the terms of the RFP and the Concession Agreement. For more details of the projects, please refer to the Bidding Documents which will be issued by FBR on 18th July 2024.

'The proposed implementation model for the Projects is Design, Build, Finance, Maintain, Operate & Transfer (DBFMOT), wherein the private party will be responsible to (a) Construct the Project from its own resources; (b) Maintain and operate the Project for a pre-defined concession/ operations period on rental model basis, and; (c) Transfer it back to FBR at the end of the proposed concession period of 30 years.

The primary objective is to provide FBR officials' housing needs by commercially utilizing four (4) FBR properties located in Islamabad, Karachi & Lahore on Public-Private Partnership (PPP) model. This will optimize land usage while offering attractive returns to the investor.'

The interested Bidders shall submit their bids in accordance with the requirements of the RFP by September,4, 2024. Bids shall be opened on the same date at 2.0 pm. Pre-bid meeting shall be held on August 5,2024 to obtain feedback of the bidders on the bidding documents. The projects' procurement shall be conducted in accordance with the PPRA using single stage two envelope procedure.

A bidder can submit its proposal for any one of the four (4) projects or may submit proposals for multiple projects (up to all of the four properties).

The bidding documents shall be uploaded on the websites of FBR (<https://www.fbr.gov.pk/tenders>) and PPRA (<https://www.ppra.org.pk/>) on 18th July 2024. However, interested bidders must submit an application on original letterhead along with a non-refundable tender processing fee of PKR 10,000 in cash. Original receipts of tender fee should be submitted along with the proposal otherwise same may be rejected. Bidders are required to provide Bid Security amounting to PKR 10 million for each project in the form of a Bank guarantee from the scheduled Bank as per State Bank of Pakistan requirements in favor of Chief Projects FBR Headquarter Islamabad.

CHIEF PROJECTS
ROOM NO. 713. 7TH FLOOR
FEDERAL BOARD OF REVENUE ISLAMABAD
PHONE- 051 9209659