



FAISALABAD GARMENT CITY COMPANY

REQUEST FOR PROPOSALS

FOR

AWARD OF CONCESSION

IN RESPECT OF THE

**DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN
AND TRANSFER OF FGCC PROPERTIES**

30TH NOVEMBER, 2025



IQ CAPITAL PLUS
BUSINESS & FINANCIAL CONSULTING



**NAWAZ
HUSSAIN
SIKANDER**

BARRISTERS & ADVOCATES | CORPORATE LEGAL CONSULTANTS



ARIF HABIB DOLMEN
REIT MANAGEMENT LIMITED

GOVERNMENT OF PAKISTAN
Ministry of Commerce
Faisalabad Garment City Company
(FGCC)

REQUEST FOR PROPOSAL (RFP)

**AWARD OF CONCESSION
IN RESPECT OF THE
DESIGN, BUILD, FINANCE, OPERATE,
MAINTAIN AND TRANSFER OF FGCC
PROPERTIES**

Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the RFP.

The Implementing Agency is seeking to award a concession to a private party to design, build, finance, operate, maintain and transfer of the FGCC Properties on the Project Site for a period of twenty-five (25) years i.e two (02) years of construction period and twenty-three (23) years of operation and maintenance period (the “**CONCESSION**”). The Concession shall be awarded through Open Competitive Bidding in accordance with this RFP and the Applicable Laws. The subject matter and the object of the Concession, and the terms for implementation of the Concession, as well as the works and services included in the Concession, are detailed in Schedule 1 (*Scope Of Work*) of the RFP and in the PPP Agreement.

The Project shall be financed through a combination of equity and debt, to be mobilized by the Bidder/Developer, together with a Viability Gap Fund contribution, in the form of concessional loan to be provided by the Implementing Agency, through the Government of Pakistan, in terms of the PPP Agreement.

The Implementing Agency now invites interested parties to participate in the Tender Procedure and to submit their Technical and Financial Proposals sealed under a separate envelope for the Project in accordance with the requirements stipulated under this RFP and the Applicable Laws.

Bidders are required to submit only one (01) Proposal, comprising of one (01) original Technical Proposal and one (01) original Financial Proposal, and one (01) hard copy of each, with one (01) soft copy of each and other supporting documents (as applicable), as identified in the RFP, no later than **1300 hours dated 30-12-2025 (Tuesday)** by the Bid Submission Deadline at the submission address indicated in the Bid Data Sheet.

The Technical Proposals will be opened on the Bid Submission Deadline same day at **1330 hours PST** in the presence of the representatives of the Bidders who may wish to attend. After completion of evaluation of the Technical Proposals, Bidders who have submitted responsive Technical Proposals in terms of the Basic Eligibility Criteria and Technical Evaluation Criteria shall be invited to attend the opening of the Financial Proposals. The date, time and location of the opening of Financial Proposals shall be advised in writing by the Implementing Agency to all technically responsive Bidders.

All Bidders are required to furnish, as part of their Technical Proposals (in a separately sealed envelope) a Bid Security, equivalent to **PKR 50,000,000/-** (Pak Rupees Fifty Million only). The Bid Security shall be in the form of either pay order or deposit at call or unconditional and irrevocable bank guarantee attached as Bidding Form E (*Form of Bid Security*) under Schedule 4 (*Content of the*

Proposals) of the RFP, issued in favour of the Implementing Agency as beneficiary, by an Acceptable Bank in accordance with the requirements set out in the Instructions to Bidders.

It is mandatory for the Proposals to be prepared using the standard Bidding Forms for Technical Proposals and Financial Proposals, as provided in the RFP. Proposals that are not prepared on the prescribed Bidding Forms may not be considered by the Implementing Agency. If any information required in the prescribed Bidding Forms is found missing or written elsewhere, no credit will be given during evaluation and may lead to rejection of the Proposal.

The Implementing Agency may amend the RFP by issuing a Notice of Amendment as per the requirements specified in the RFP, at any time prior to the Bid Submission Deadline.

Subject to the provisions of this RFP and the Applicable Laws, the Implementing Agency reserves the right to cancel the Tender Procedure at any time.

The RFP shall be uploaded on the Relevant Websites (provided below). Bidders may also obtain the RFP via email by submitting a written request at the email address provided below.

DESIGNATION: **Manager Projects**
ADDRESS: Faisalabad Garment City Company ,
 Value Addition City, 1.5 KM, Sahianwala Road, Khurrianwala, Faisalabad.
PHONE NO.: (+92)-41-8507208-9,
EMAIL: mehboobtabish@yahoo.com
WEBSITES: **Implementing Agency –** www.fgcc.pk
 PPRA - www.ppra.org.pk
 P3A - www.p3a.gov.pk

Sincerely,

Mehboob Hussain Tabish
Manager HR/Admin-FGCC
Tel: +92 41-8507208-9

TABLE OF CONTENTS

| | |
|---|-----|
| LETTER OF INVITATION..... | A |
| 1. DEFINITIONS..... | 6 |
| 2. INTRODUCTION..... | 11 |
| 3. TENDER PROCEDURE..... | 13 |
| 4. BIDDERS..... | 13 |
| 5. TENDER PROCEDURE DOCUMENTATION..... | 16 |
| 6. PREPARATION OF THE PROPOSAL..... | 19 |
| 7. SUBMISSION OF THE PROPOSAL..... | 22 |
| 8. PROPOSAL OPENING AND REVIEW..... | 25 |
| 9. DESIGNATION OF DEVELOPER AND CONCESSION AWARD..... | 32 |
| 10. APPLICABLE REGULATION AND LEGAL PROTECTION..... | 35 |
| 11. END OF THE TENDER PROCEDURE..... | 36 |
| 12. OTHER CONSIDERATIONS..... | 37 |
| 13. BID DATA SHEET..... | 38 |
| SCHEDULE 1 - SCOPE OF WORK..... | 43 |
| SCHEDULE 2 - PROJECT SITE..... | 53 |
| SCHEDULE 3 - BASIC ELIGIBILITY CRITERIA AND TECHNICAL EVALUTION CRITERIA..... | 54 |
| SCHEDULE 4 - CONTENT OF THE PROPOSALS..... | 67 |
| SCHEDULE 5 - PROPOSAL EVALUATION AND AWARD CRITERIA..... | 103 |
| SCHEDULE 6 - PPP AGREEMENT..... | 105 |

PART A
INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1. In the RFP (including the Schedules), unless the context otherwise requires, the capitalized terms have the meaning ascribed to them under the PPP Agreement (*as defined below*). In addition, the following terms shall have the following meaning, unless the context otherwise requires:

Acceptable Bank means a scheduled bank, or a financial institution incorporated or organised in Pakistan having a credit rating of at least AA or higher by PACRA, or AA or higher by VIS, or A3 or higher by Moody's or equivalent rating by Fitch or Standard & Poor's, as approved by the Implementing Agency;

Affiliate with respect to a person (being the Bidder or, where the Bidder is a Consortium, each Consortium Member), means:

- (a) any company or entity that directly or indirectly controls or is controlled by, or is under common control with such person;
- (b) any director, senior executive or manager either of such person or of any company or entity referred to in paragraph (a) above;
- (c) any consultant, agent or representative supporting such Person in connection with the Project (including the Tender Procedure for the Project); and/or
- (d) any other person with an aggregate ultimate beneficial interest in at least five percent (5%) of the share capital or ownership interest in such person (howsoever held);

Applicable Laws means any common or customary law, constitutional law, any statute, regulation, resolution, rules, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other governmental restriction and any decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any governmental authority, court or competent authority having jurisdiction over this Request For Proposal, the Project, the Project Site, the FGCC Properties and the Parties (whether at a national, regional, provincial, state or local level) now or hereafter in effect, in each case as amended, re-enacted or replaced subject to its applicability within Islamic Republic of Pakistan;

Basic Eligibility Criteria means the basic eligibility criteria set out in Schedule 3 (*Basic Eligibility Criteria and Technical Evaluation Criteria*) of the RFP;

Bid Data Sheet means the data sheet set out in Section 13 (*Bid Data Sheet*);

Bid Price means the bid price quoted by the Bidder for undertaking the Project, which shall be calculated as per the following formula:

$$\text{Bid Price} = (A) 40\% + (B) 40\% + (-C) 20\%$$

Wherein:

| SR. NO. | CRITERION | WEIGHT |
|---------|---|--------|
| 1. | A = Pre-Estimated Project Cost (EPC Cost + Non-EPC Cost + Interest During Construction) | 40% |
| 2. | B = Present value of VGF support/concessional loan (Positive cash flow / Cost to the GOP) | 40% |
| 3. | C = Present value of Implementing Agency revenue share on an annual basis offered to Implementing Agency (Negative cash flow / Earnings of the GOP) | 20% |

Bid Security means the security to be provided by the Bidder in accordance with Section 6.3 (*Bid Security*);

Bid Security Validity Period means the period of validity of the Bid Security specified in Section 6.3.3;

Bid Submission Deadline has the meaning given to it in Section 7.3 (*Bid Submission Deadline*);

Bidder means a person or a Consortium, interested in taking part in the Tender Procedure, or having submitted a Proposal in response to the RFP;

Bidder's Representative has the meaning given to it in Section 7.1.3;

Bidding Forms means the forms provided in Schedule 4 (*Content of the Proposals*), that are required to be submitted with the Technical Proposals and the Financial Proposals;

FGCC Properties mean the relevant infrastructure buildings to be constructed, developed and maintained under the Concession on the Project Site in accordance with the PPP Agreement;

Change has the meaning given to it in Section 4.1.4;

Concession has the meaning given to it in the Letter of Invitation;

Consortium means a Bidder comprised of up to five (05) Consortium Members, formed to submit the Proposal, in accordance with the requirements of the RFP;

Consortium Members means each of member(s) that are party to the Consortium, including the Lead Member;

Consortium Agreement means the consortium agreement to be entered into by the Consortium Members, conveying, inter alia, the intent to form a special purpose vehicle with shareholding / ownership commitment(s) further pursuant to Section 4.1 (*Rules Applicable to Consortia*) and submitted as part of the Proposal in compliance with Part A (*Technical Proposal*) of Schedule 4 (*Content of the Proposals*);

Day means any Day that is not declared a public holiday in Pakistan, during which banks are generally open for business in Pakistan;

Developer means the special purpose vehicle to be incorporated and registered with the

Securities and Exchange Commission of Pakistan, as a private limited company, for the purposes of entering into and executing the PPP Agreement pursuant to Section 9.5 (*Developer*);

Decision of Award means the decision of the Implementing Agency by which the Most Advantageous Bidder is designated as the Developer in accordance with Section 9.2 (*Decision of Award*);

Eligible Countries means all countries with whom Islamic Republic of Pakistan has commercial/trade relations and those which are not Sanctioned Countries;

Entity has the meaning give to it in Schedule 3 (*Basic Eligibility Criteria and Technical Evaluation Criteria*) of the RFP;

EPC Costs has the meaning ascribed to it in the PPP Agreement;

Evaluation Reports means the technical evaluation report and the final evaluation report, as defined in the Public Procurement Rules;

Financial Proposal means the financial proposal to be submitted as part of the Proposal in accordance with Schedule 4 (*Content of the Proposals*) and Schedule 5 (*Proposal Evaluation and Award Criteria*);

GoP means the Government of the Islamic Republic of Pakistan, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the GoP;

Implementing Agency means the Faisalabad Garment City Company ("FGCC"), a state owned enterprise under the authority of Ministry of Commerce, established under Section 42 of the Companies Ordinance, 1984;

Instructions to Bidders mean the instructions to Bidders set out in Part A (*Instructions to Bidders*) of the RFP;

Integrity Pact has the meaning given to it in Section 12.1 (*Integrity Pact*) of the Instructions to Bidders;

Lead Member means the member of the Consortium authorised pursuant to the Consortium Agreement to submit the Proposal for the Project and, in the event the Consortium is awarded the Project, to lead the Consortium throughout the Project and coordinate and liaise between the Implementing Agency and the Consortium;

Month means a calendar month beginning at 00:00 on the first day of the month and ending at 23:59 on the last day of the month;

Most Advantageous Bidder means the Bidder ranked highest by the Implementing Agency upon completion of the Tender Procedure;

Non – EPC Costs has the meaning ascribed to it in the PPP Agreement;

Notice of Amendment means a corrigendum/addendum approved by the Implementing Agency for amending the RFP in cases where this is allowed and in accordance with the Applicable Laws;

Notice Inviting Tender means the notice, by which the Implementing Agency has announced the start of the Tender Procedure and published as set out in Section 2.1.4;

Notice Inviting Tender Date means the date of publication of the Notice Inviting Tender;

O&M Performance Security has the meaning given to it in the PPP Agreement;

O&M Costs has the meaning ascribed to it in the PPP Agreement;

Open Competitive Bidding means a procedure, pursuant to (without limitation) the PPP Act and the Rules 20, 21 and 36(b) of the Public Procurement Rules, in which any Bidder has the right to submit the Proposal;

Pre-Estimated Project Cost means the total project cost quoted by the bidder/sponsors in the Financial Model Form, which shall include, without limitation, EPC costs, Non-EPC costs, and interest during construction as may be required for the execution and implementation of the Project;

Project means the establishment, development and operation, maintenance and transfer of FGCC Properties under a PPP basis pursuant to the grant of Concession;

Project Site means the site allocated for FGCC Properties as given under Schedule 2 hereunder;

Performance Securities means the Construction Performance Security and the O&M Performance Security under the PPP Agreement;

P3A means the Public Private Partnership Authority established under Section 3 of the PPP Act;

PKR or Pakistani Rupees means the official currency of Pakistan;

PPP means public-private partnership;

PPP Agreement means the public private partnership agreement with its schedules to be entered into between the Implementing Agency and the Developer, a draft of which is attached as Schedule 6 (*PPP Agreement*) to the RFP;

PPP Act means the Public Private Partnership Authority Act, 2017, as amended or substituted from time to time;

PPRA means the Public Procurement Regulatory Authority established under section 3 of the PPRA Ordinance;

PPRA Ordinance means the Public Procurement Regulatory Authority Ordinance, 2002, as amended or substituted from time to time;

Pre-Bid Meeting means the meeting(s)/conference(s) relating to the queries raised and clarifications sought by the prospective Bidders held on the date specified in the Data Sheet;

Proposal means the Technical Proposal and the Financial Proposal to be submitted by a Bidder in this Tender Procedure, in compliance with the requirements set out in Schedule 4

(*Content of the Proposals*) and Schedule 5 (*Proposal Evaluation And Award Criteria*);

PST means Pakistan Standard Time;

Public Procurement Rules means the Public Procurement Rules, 2004, as amended or substituted from time to time;

Publication Platforms means the Relevant Websites and at least two (2) dailies, one (1) in English and one (1) in Urdu;

Rating Event has the meaning given to it in Section 6.3.6;

Relevant Websites means the website(s) of the Implementing Agency, PPRA and P3A, where all information in relation to the Concession and this Tender Procedure is published, including (without limitation) the RFP and the draft PPP Agreement;

RFP means this document and any other documents, together with all Schedules to it, as may be amended and supplemented from time to time in accordance with Section 5.3 (*Amendment of RFP*), and any other additional documents made available in the course of the Tender Procedure, which represent basis for preparing, submitting and evaluating the Proposals;

Sanctioned Countries means the countries sanctioned by the United Nations (or the Security Council thereof) pursuant to authority derived from Article 41 of Chapter 7 of the United Nations Charter;

Schedules mean the schedules to this RFP;

SOE has the meaning given to it in Section 5.6.1(a);

Sovereign has the meaning given to it in Section 5.6.1(a);

Technical Evaluation Criteria means the technical evaluation criteria set out in Schedule 3 (*Basic Eligibility Criteria and Technical Evaluation Criteria*) of the RFP;

Technical Proposal means the technical proposal, to be submitted as part of the Proposal in compliance with the requirements set out in Schedule 4 (*Content of the Proposals*) and Schedule 5 (*Proposal Evaluation and Award Criteria*);

Tender Procedure means the Open Procedure implemented by the Implementing Agency in order to choose a Bidder to be awarded the Concession, in accordance with the provisions of this RFP and the Applicable Laws;

VGF means the viability gap fund established pursuant to the P3A Act for the purpose of providing project support to the implementing agency(ies) for those project for which feasibility study has found to be economically or socially justified but are not financially viable due to lack of affordability;

Viability Gap Financing Agreement has the meaning ascribed to it under the PPP Agreement.

2. INTRODUCTION

2.1 GENERAL DESCRIPTION

- 2.1.1. The Implementing Agency is seeking to award the Concession through Open Competitive Bidding in accordance with the requirements stipulated under this RFP and the Applicable Laws. The subject matter and the object of the Concession, and the terms for implementation of the Concession, as well as the works and services included in the Concession, are detailed in Schedule 1 (*Scope of Work*) of the RFP.
- 2.1.2. By way of background, the Implementing Agency owns sizeable portfolio of both green-field and brown-field real-estate properties at its gated premises located in the Value Addition City, 1.5 KM, Sahianwala Road, Khurrianwala, Faisalabad., and aims to utilize the Project Site with an objective providing garment manufacturers operational spaces fully equipped with state-of-the-art facilities for exports of value-added garments from Islamic Republic of Pakistan and domestic use, where they can establish their units by avoiding the lengthy process of buying land and constructing factories/buildings at their own cost.
- 2.1.3. Through such process, the Implementing Agency endeavours to ensure that the FGCC Properties on the Project Site are developed and managed efficiently, effectively, and in strict compliance with Applicable Laws and standards and that its infrastructure, equipment and installations are modernized and expanded in an orderly and transparent manner in connection with smart climate-friendly infrastructure and ancillary facilities thereto to provide state of the art facilities for garment sector allied industries. In such context, the Developer will be required to carry out (without limitation) the following activities in compliance and subject to the terms and conditions of the PPP Agreement: design, build, finance, operate, maintain and transfer of the FGCC Properties at the Project Site pursuant to grant of Concession.
- 2.1.4. The Concession shall be implemented at the Project Site, details of which are provided under Schedule 2 (*Project Site*). Any additional information of the Project Site that is necessary and required by the Bidders in the context of the Tender Procedure will be provided upon request. However, the Implementing Agency reserves the right to reject any request for such additional information in its absolute discretion.
- 2.1.5. The Implementing Agency has published the Notice Inviting Tender on 30th November, 2025 in respect to the award of the Concession through Open Competitive Bidding at the Publication Platforms.

2.2 DISCLAIMER

- 2.2.1. Each Bidder shall be solely responsible for conducting at its own cost its own independent researches, due diligence activities, investigations and for seeking any other independent advice for the purposes of preparing and submitting the Proposal and, in case of award of the Concession, carrying out, as Developer, all works and services, and other activities with respect to the FGCC Properties, and perform all the obligations provided under the PPP Agreement.
- 2.2.2. No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the GoP, the Implementing Agency or their advisors, employees, consultants or agents, for the completeness, adequateness or accuracy of any data or other information contained in the RFP or provided during the Tender Procedure (including, without limitation, the Publication Platforms).

- 2.2.3. Each Bidder must rely solely on its own independent appraisal, evaluation or valuation of the Concession and its own independent verification of the information available in the RFP, and/or through the Publication Platforms, and any other investigation it may deem necessary.
- 2.2.4. All information and documents submitted in response to the RFP becomes the property of the Implementing Agency unless such Proposal are returned to the Bidders pursuant to the terms of the RFP.
- 2.2.5. In submitting any information in response to the RFP, each Bidder certifies that it understands, accepts and agrees to these disclaimers. Nothing contained in any other provision of the RFP, nor any statements made orally or in writing by any Person or party, shall have the effect of negating or superseding any of the foregoing disclaimers.

3. TENDER PROCEDURE

- 3.1. The procedure for awarding the Concession is Open Competitive Bidding according to (without limitation) the PPP Act and Rules 20, 21 and 36(b) of the Public Procurement Rules. Bidders shall submit a Proposal on or prior to Bid Submission Deadline pursuant to the terms and conditions set out in the RFP.

A 'Single Stage-Two Envelope' procedure is adopted pursuant to Rules 36 (b) of the Public Procurement Rules, and all bids shall be prepared in accordance with the terms provided under the RFP.

4. BIDDERS

4.1 RULES APPLICABLE TO CONSORTIA

- 4.1.1. A Consortium shall execute a Consortium Agreement to be signed by an authorized representative of each of the Consortium Members. The Consortium Agreement shall provide, inter alia, for the appointment of one of the Consortium Members to represent and bind all the Consortium Members in all matters related to the Tender Procedure for the Concession, including (without limitation) for purposes of submission of the Proposal on behalf of the Consortium (the "**Lead Member**") and until and including, in case of award, execution of the PPP Agreement. The Consortium Agreement shall contain the following information:

- i. each Consortium Member's binding commitment to the Consortium and to the Implementing Agency in regard to the performance of the PPP Agreement;
- ii. intent to form a special purpose vehicle to implement the Project;
- iii. the proposed shareholding of each Consortium Member in the Developer. The Lead Member shall hold a minimum shareholding of fifty percent (50%), while each of the other Consortium Members shall hold not less than ten percent (10%).
- iv. identification of the Consortium Member that will assume the role of Lead Member and will submit the Proposal on behalf of the other Consortium Members;
- v. irrevocable power for the Lead Member to represent the Consortium and bind all Consortium Members in connection with the Tender Procedure, the Proposal and the signing of the PPP Agreement;
- vi. identification of the Consortium Members;
- vii. brief description of the obligations of each of the Consortium Members for performance of the PPP Agreement;
- viii. a statement that the Consortium Members shall be bound by the shareholding change restrictions set out in the PPP Agreement;
- ix. a statement that the Consortium Members shall be jointly and severally liable in respect of their obligations in relation to the Project; and

- x. Clear delineation of roles and responsibilities, and activities to be undertaken by each Consortium Member.
- 4.1.2. Each Member of the Consortium shall fulfil the requirements as prescribed in Schedule 3 (*Basic Eligibility Criteria and Technical Evaluation Criteria*).
- 4.1.3. The total Consortium Members of a Consortium shall not exceed three (03) members. The Consortium Members shall be jointly and severally liable vis-à-vis the Implementing Agency for the fulfilment of the obligations of the Consortium as specified in Section 9.4.5 of the Instructions to Bidders.
- 4.1.4. Any change in the composition of a Consortium after having submitted the Proposal shall be, unless expressly approved in writing by the Implementing Agency, in violation of the RFP and shall result in the Consortium being disqualified, not being eligible to be awarded the Concession or to sign the PPP Agreement as the case may be, pursuant to the RFP. Changes in the composition of the Consortium shall mean, with respect to the relevant provisions set out in the Consortium Agreement (a “**Change**”): (a) a change in any one of the Consortium Members, including the exclusion of a member/shareholder/partner or the addition of a member/shareholder/partner or, as the case may be, upon its incorporation, the exclusion of a Developer’s shareholder or the addition of a Developer’s shareholder; and (b) a change in the equity interest held by the Consortium Members in the Developer, being reduced below the threshold set out in Section 4.2 (*Participation Restrictions*).
- 4.1.5. Upon execution of the PPP Agreement, any Change shall be subject to and governed by the terms and conditions set out in the PPP Agreement and the Applicable Laws.
- 4.1.6. In the event the Consortium determines that it lacks the requisite expertise for the Project, it may acquire the necessary expertise by associating with other individuals or firms under a sub-contractor arrangement. Any individual or firm engaged as a sub-contractor shall be required to submit an undertaking specifying the nature of the arrangement and the scope of works and services for which it has been engaged.

4.2 PARTICIPATION RESTRICTIONS

- 4.2.1. No Bidder or Consortium Member may submit the Proposal if it owns more than three percent (03%) of any shares (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Bidder or Consortium Member of another Consortium-
- 4.2.2. No Bidder or Consortium Member may submit the Proposal if the relationship with another Bidder or Consortium Member of another Consortium is such that the respective Proposal can be considered as referred to the same decision-making body or Persons.
- 4.2.3. The Implementing Agency shall be entitled to remove from participation to the Tender Procedure during the Proposal opening and review pursuant to Section 8.2 (*Review of the Proposals and Compliance Examination*) any Bidder which is found in breach of the provisions under this Section 4.2 (*Participation Restrictions*) and to reject the respective Proposal.
- 4.2.4. For the purposes of confirming that a Bidder is not subject to the restrictions set out in this Section 4.2 (*Participation Restrictions*), each Bidder shall deliver, as part of the Proposal, a declaration using the Bidding Form C (*Form of Affidavit*) set out in Part A (*Technical Proposal*) of Schedule 4 (*Content of the Proposals*).

4.3 ONE PROPOSAL PER BIDDER

A Bidder is entitled to submit only one (1) Proposal. Submission by an individual Bidder or a Consortium Member of more than one (1) Proposal or participation by an individual Bidder or a Consortium Member in another Consortium shall result in rejection of all Proposals in which such party is involved (as a Bidder or as a Consortium Member).

4.4 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Proposal and, in case of award, with the finalization of the PPP Agreement, including for the establishment of the Developer. The GoP, the Implementing Agency will be in no case responsible or liable for these costs, regardless of the conduct or outcome of the Tender Procedure.

4.5 BLACKLISTING OF BIDDERS

The GoP as per the Mechanism for Blacklisting and Debarment of Bidders and Contractors Regulations, 2024 (the “**Regulations**”) and Rule 19 of the Public Procurement Rules observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of such, the Implementing Agency follows and will follow the instructions contained therein provided that the Implementing Agency can inter alia blacklist bidders found to be indulging in corrupt and fraudulent practices, fails to perform contractual obligations, and/or fails to abide by bid security declaration.

5. TENDER PROCEDURE DOCUMENTATION

5.1 CLARIFICATION OF RFP

- 5.1.1. A Bidder requiring any clarification pertaining to the RFP shall contact the Implementing Agency in writing, at the address provided in the Bid Data Sheet, through email provided in the Bid Data Sheet, or submit its queries on the EPADS portal or raise its enquiries during the Pre-Bid Meeting. The Implementing Agency will respond in writing to any request for clarification provided that such request is received no later than seven (7) Days prior to the Bid Submission Deadline. The response shall be uploaded on the Relevant Websites including a description of the inquiry but without identifying its source. Should the Implementing Agency deem it necessary to amend the RFP as a result of request for clarification, it shall do so following the procedure under Section 5.2 (*Amendment of RFP*) of the Instructions to Bidders. No markup of the RFP, the draft PPP Agreement and/or other documents/instruments attached to the RFP shall be accepted. Bidders may submit comments or seek clarifications on the RFP, which may be considered by the Implementing Agency. Bidders are advised to regularly access the Publication Platforms in order to monitor the upload of responses.
- 5.1.2. The Bidder's designated representative shall be invited to attend the Pre-Bid Meeting at the date, time and venue indicated in Bid Data Sheet. The Pre-Bid Meeting may be conducted virtually via the web link provided by the Implementing Agency to all Bidders. The purpose of the Pre-Bid Meeting will be to clarify issues and to answer questions of the Bidders on any matter relating to the RFP. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. Queries to be discussed during the Pre-Bid Meeting should be submitted two (02) Days prior to the date of Pre-Bid Meeting. In addition to the queries discussed during the Pre-Bid Meeting, Bidders may submit additional queries to the Implementing Agency within the time period specified in Section 5.1.1 of the Instructions to Bidders and the Implementing Agency shall respond to such queries in writing as specified in Section 5.1.1 of the Instructions to Bidders. In addition to the Pre-Bid Meeting, on a written request of any Bidder, provided that the same are submitted seven (7) Days prior to Bid Submission Deadline, the Implementing Agency may hold discussions on the RFP separately with such Bidder on such questions and clarifications submitted in writing to the Implementing Agency. Any proposed changes or responses to such clarifications and questions shall be provided to all Bidders.

5.2 AMENDMENT OF RFP

- 5.2.1. At any time prior to the Bid Submission Deadline, the Implementing Agency may, whether at its own initiative or in response to a clarification request by a Bidder, amend the RFP, and the Implementing Agency may, by virtue of a Notice of Amendment. Any Notice of Amendment shall be considered part of the RFP and shall be published on the Publication Platforms.
- 5.2.2. It will be assumed that the information contained in the amendments will have been taken into account by all Bidders in their respective Proposals.
- 5.2.3. In order to afford Bidders reasonable time in which to take the amendment into account in preparing their Proposal, the Implementing Agency may, at its discretion, extend the Bid Submission Deadline in accordance with Section 7.3.4 of the Instructions to Bidders, if it considers that as a result of issuance of any Notice of Amendment, additional time will be required by the Bidders for preparation of their Proposals.

5.3 PROJECT SITE VISITS

- 5.3.1. A Bidder is advised to visit and examine the Project Site and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal. The costs of visiting the Project Site shall be at the Bidder's own expense.
- 5.3.2. The Implementing Agency will inform the Bidders on the available dates and time for Project Site visits by publishing an announcement on the Relevant Websites. Bidders wishing to have access to the Project Site, will be required to submit a written request to the address and an electronic request to the email address specified in the Bid Data Sheet specifying the requested Day of Project Site visit(s). The Implementing Agency will endeavour to accommodate to the extent possible the requests of the Bidders and shall inform the Bidders of the Day(s) selected for the Project Site visits by sending a notice to the relevant email address. Appropriate instructions that the Bidders and any of their personnel or agents shall follow during any visit to the Project Site will be published on the Relevant Websites. The Bidders shall comply with all such instructions, including any procedure specified by the Implementing Agency for accessing the Project Site.
- 5.3.3. Where a Bidder and any of its personnel or agents have been granted permission to enter the Project Site for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the GoP, the Implementing Agency and their personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit. For the avoidance of doubt, any visit to the Project Site will be conducted in the presence of a person(s) designated for that purpose by the Implementing Agency.

5.4 IMPLEMENTING AGENCY'S RIGHTS IN CONNECTION WITH THE TENDER PROCEDURE

- 5.4.1. At any time during the Tender Procedure, the Implementing Agency may, to the extent permitted by Applicable Laws, decide to:
- (a) terminate the Tender Procedure at any time and reject all Proposals or decide to commence a new or a reopened Tender Procedure; and/or
 - (b) extend any time period or change any deadline (but without reducing it)

in each case, without incurring any liability to the affected Bidders.

5.5 NOTICES AND COMMUNICATIONS

- 5.5.1. Each request, information and notification during the course of the Tender Procedure shall be provided to the Bidders through electronic mail, and/or the Publication Platforms (where applicable), except for the Proposal, in respect of which Section 7 (*Submission of the Proposal*) below shall apply. Following the submission of the Proposal, all information and notices shall be provided through the Publication Platforms (where applicable) and/or at the email address provided by the Bidders with the Proposal.

5.6 PREVENTION OF CONFLICT OF INTEREST

- 5.6.1. The provisions of Applicable Laws shall apply for the purpose of preventing conflict of

interest during the Tender Procedure. A Bidder (including a Consortium Member) may be considered to be in a conflict of interest with one or more Bidders, if such Bidder/Consortium Member, including its subsidiaries, participates in more than one (1) Bid, either individually or as a Consortium Member. This will result in the disqualification of all Bids in which the Bidder (including a Consortium Member) is involved. A Bidder (including a Consortium Member) shall not be considered to be in a conflict of interest with another Bidder, if such Bidders (including Consortium Members) are the subsidiaries of a common parent company or one Bidder (including a Consortium Member) is the parent company of the other Bidder (including a Consortium Member); provided, that the following conditions are satisfied:

- (a) such parent company is a sovereign state ("**Sovereign**") or a sovereign state-owned enterprise (**SOE**);
- (b) the Sovereign, SOE and the relevant subsidiaries of the Sovereign and/or SOE participating in the Tender Procedure conduct their business operations on an independent basis, are independent legal Persons, have independent management and boards and are free from each other's financial obligations including independent auditing and accounting; and
- (c) such Bidder (including a Consortium Member) has provided a legal opinion duly issued by a reputable, qualified legal counsel in its jurisdiction of incorporation confirming (a) and (b) above.

5.6.2. The circumstances provided above which may constitute a conflict of interest are not exhaustive, and the Implementing Agency shall be the sole determinant of when a conflict of interest shall arise.

6. PREPARATION OF THE PROPOSAL

6.1 DOCUMENTS COMPRISING THE PROPOSAL

- 6.1.1. Each Bidder shall submit, as part of the Proposal, the documents prescribed in Schedule 4 (*Content of the Proposals*) of the RFP. The Proposal shall comprise a Technical Proposal and a Financial Proposal, each submitted simultaneously in separately sealed envelopes clearly marked “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” respectively, in accordance with manner provided herein.
- 6.1.2. Bidders are expected to carefully examine the RFP when preparing their Proposals and use only the forms specified in Schedule 4 (*Content of the Proposals*) of the RFP. Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Any material deviations/omissions/reservations from the formats provided in the RFP shall not be accepted and may form basis for the rejection of the Proposal. Material deficiencies, in the sole opinion of the Implementing Agency, in providing the information requested may result in rejection of a Proposal.
- 6.1.3. In case a document required to be submitted as part of the Technical Proposal, is submitted with the Financial Proposal; or a document required to be submitted with the Financial Proposal, is submitted with the Technical Proposal, it shall not be considered for evaluation and may also form the basis of rejection of the Proposal.

6.2 NOT USED

6.3 BID SECURITY

- 6.3.1. Bidders’ compliance with their Proposal and the RFP shall be guaranteed by a bid security equivalent to PKR 50,000,000/- (PKR Fifty Million only), which shall be submitted in the form of either pay order or deposit at call or unconditional and irrevocable bank guarantee attached as Bidding Form E (*Form of Bid Security*) under Schedule 4 (*Content of the Proposals*) (the **Bid Security**), issued in favour of the Implementing Agency as beneficiary by an Acceptable Bank. Any Proposal not accompanied by an acceptable Bid Security or an amount less than that required under the RFP, shall be rejected by the Implementing Agency as being non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.
- 6.3.2. Bidders are required to submit with their original Technical Proposal the original Bid Security and the scanned copy of the original Bid Security in PDF format on the EPADS portal. The Implementing Agency shall reject a Proposal if a photocopy of original Bid Security is attached with the original Technical Proposal and such Technical Proposal shall not be further evaluated.
- 6.3.3. The Bid Security shall remain valid for a period of thirty (30) days following the original Bid Validity Period, as may be extended in accordance with Section 6.6.2 (the “**Bid Security Validity Period**”). If the Construction Performance Security has not been issued by the Most Advantageous Bidder 10 (ten) Days prior to the expiry of the Bid Security Validity Period, then the Most Advantageous Bidder shall extend the Bid Security Validity Period until such date as notified by the Implementing Agency.
- 6.3.4. Not used.

- 6.3.5. Without prejudice to Section 7.4.3 in relation to withdrawal of a Proposal, the Bid Security of non-winning Bidders will be returned to such Bidders within a period of fifteen (15) Days after the notification of the award of the Concession pursuant to Section 9.3.1, in accordance with the Applicable Laws.
- 6.3.6. If the issuer of the Bid Security is or becomes rated below the credit ratings set out in the definition of the terms "Acceptable Bank" (a **Rating Event**) or if the Bid Security is due to expire prior to Bid Validity Period or, in case of extension of the Bid Validity Period pursuant to this Section 6.3 (*Bid Security*) or Section 6.6 (*Bid Validity Period*), prior to the expiry of such extension, and such Bid Security has not been replaced by another security that meets the requirements of Section 6.3.1 within thirty (30) Days of the Rating Event (in case of a Rating Event) or by the date that is thirty (30) Days prior to the date of expiry (in case of early expiry) the Implementing Agency shall be entitled to claim the full face value amount of such Bid Security. Such amount shall be deposited in a ring-fenced account to be treated as cash collateral and if a new Bid Security complying with the requirements set out in this Section 6.3 (*Bid Security*) is not provided by the relevant Bidder within additional thirty (30) Days, the cash collateral shall be finally forfeited by the Implementing Agency.
- 6.3.7. The Bid Security shall be forfeited:
- (a) if the Bidder withdraws its Proposal during the Bid Validity Period as extended pursuant to Sections 6.3 (*Bid Security*) and 6.6 (*Bid Validity Period*);
 - (b) in the event the Most Advantageous Bidder fails to furnish the Performance Security in accordance with the terms of the Decision of Award;
 - (c) if the Bidder does not accept the arithmetical corrections of its Proposal in accordance with Section 8.2.6;
 - (d) if the Most Advantageous Bidder is invited by the Implementing Agency to execute the PPP Agreement pursuant to the Decision of Award and fails to execute the PPP Agreement in accordance with the terms set out therein;
 - (e) if a Bidder committed or attempted to commit a corrupt, fraudulent, collusive, coercive or obstructive practice;
 - (f) if a Bidder has made false declarations in its Proposal;
 - (g) if the Most Advantageous Bidder fails to fulfil its obligations under the RFP in terms thereof; and/or
 - (h) In the case of a Developer fails to fulfil its obligations in accordance with the PPP Agreement;

6.4 **PERFORMANCE SECURITY**

The Most Advantageous Bidder shall, within thirty(30) days of issuance of the Decision of Award, furnish to the Implementing Agency the Construction Performance Security and shall maintain the same in full force and effect until the Construction Performance Security Expiry Date, in accordance with the requirements of the PPP Agreement and the RFP. Failure of the Most Advantageous Bidder to comply with the requirements of this Section 6.4 (*Performance Security*) shall constitute sufficient grounds for the annulment of the award and forfeiture of

its Bid Security. Following execution of the PPP Agreement, the Construction Performance Security shall be encashed in terms of the PPP Agreement.

6.5 BID CURRENCY

If applicable, all rates, prices, cost estimates and/or other money values related to equipment and services stated in the Proposal, including the Bid Security, shall be in Pakistani Rupees.

6.6 LANGUAGE OF THE TENDER PROCEDURE AND THE PROPOSALS

- 6.6.1. Notices, information, correspondence and communications between the Implementing Agency and the Bidders shall be made in the English language.
- 6.6.2. The Proposal, and documents related to the Proposal exchanged by the Bidder and the Implementing Agency and/or the Implementing Agency shall be written in English.

6.7 BID VALIDITY PERIOD

- 6.7.1. The Proposals shall remain valid for a period of ninety (90) days after the Bid Submission Deadline, unless extended as per the RFP.
- 6.7.2. Prior to expiry of the original Bid Validity Period, the Implementing Agency may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without its Bid Security being forfeited; upon such refusal, the Bidder will be disqualified from the Tender Procedure and its Bid Security returned, subject to the Bidder complying with its obligations under the Confidentiality Undertaking in all respects. A Bidder agreeing to the request shall extend the validity of its Bid Security for the period of the extension and in compliance with Section 6.3.3 in all respects.

7. SUBMISSION OF THE PROPOSAL

7.1 FORMAT AND SIGNING OF THE PROPOSAL

- 7.1.1. The Bidder shall prepare one (01) original hard copy of the Technical Proposal and one (01) original hardcopy of the Financial Proposal comprising the Bid as described in Section 6.1 (*Documents Comprising the Proposal*) of the Instructions to Bidders, and clearly mark each as “**ORIGINAL - TECHNICAL PROPOSAL**” and “**ORIGINAL - FINANCIAL PROPOSAL**”, respectively, in addition to the marking stipulated in Section 6.1 (*Documents Comprising the Proposal*). The Bidder shall submit as “**COPY**” one (01) hard copy and one (01) printable softcopy (PDF, Microsoft Excel etc., as may be relevant) on electronic memory devices (e.g., USB flash memory, CD-ROM or DVD (the “**Electronic Memory Device**”). The Electronic Memory Device should be clearly marked “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” and placed in their respective envelopes containing the Technical Proposal and the Financial Proposal marked as “**ELECTRONIC COPY**”. In the event of any inconsistency or discrepancy between the original and the copies, the original shall prevail. Note that the Bid Security is required to be submitted in a sealed envelope, separately in the envelope marked as “**TECHNICAL PROPOSAL**”. In addition to the physical submission of the Proposal, each Bidder shall register itself on the e-Pak Acquisition and Disposal System (EPADS) by creating a dedicated account and submit one (01) copy of the original Technical Proposal and one (01) copy of the Financial Proposal, each in PDF format, electronically via the EPADS portal. For the avoidance of doubt, in the event of any inconsistency or discrepancy between the physical hard copy of the Proposal and the electronic copy of the Proposal submitted through the EPADS portal, the electronic submission made through the EPADS portal shall prevail.
- 7.1.2. The Electronic Memory Device under Section 7.1.1 shall contain all documents as submitted in the original hardcopy of the Technical Proposal and Financial Proposal in PDF format. The PDF of the all the documents in the Technical Proposal and Financial Proposal must be scanned in a form and manner that is clear, accurate and identical to the original hardcopy of the Technical Proposal and Financial Proposal and shall be duly certified by the electronic signature of the Bidder. Furthermore, the Electronic Memory Device containing the Financial Proposal, as well as the Financial Proposal submitted on the EPADS, shall be password-protected to ensure the confidentiality and integrity of the data. The password shall be provided to the Implementing Agency at the time of the opening of the Financial Proposal.
- 7.1.3. The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. The power of attorney has to be substantially in the form of Power of Attorney attached hereto under Bidding Form D of Part A (*Technical Proposal*) of Schedule 4 (*Content of the Proposals*) (the “**Bidder’s Representative**”). This authorization must contain the name and position held by each person signing the authorization and name and position of the authorised signatory.
- 7.1.4. The hard copy of each Proposal should be bound in the hard book binding form to avoid the possibility of removal or insertion of page(s). All pages of the original Proposal must be signed and stamped by the Bidder’s authorized representative. All the pages must be numbered starting from the first page to the last. Any Proposal not substantially adhering to these requirements may be rejected by the Implementing Agency.
- 7.1.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized representative signing the Proposal.
- 7.1.6. The Implementing Agency reserves the right to reject a Proposal which does not meet the requirements in Section 7.1 (*Format and Signing of the Proposal*).

7.2 SEALING, MARKING AND SUBMISSION OF PROPOSALS

- 7.2.1. In accordance with Section 7.1.1 of the Instructions to Bidders, each Proposal shall be in a separate envelope indicating the Proposal as original or copy clearly marked as “**ORIGINAL**” and “**COPY**”, as appropriate. The Technical Proposal shall be placed in a sealed envelope clearly marked “**ORIGINAL - TECHNICAL PROPOSAL**” and the Financial Proposal in the sealed envelope clearly marked “**ORIGINAL - FINANCIAL PROPOSAL**”. These two (02) envelopes, in turn, shall be sealed in an outer envelope bearing the address for Proposal submission indicated in the Bid Data Sheet. The outer envelope shall be clearly marked: “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE IMPLEMENTING AGENCY**”.
- 7.2.2. The outer envelope of the Technical Proposal shall bear a warning “*Not to open the envelope before the Bid Submission Deadline*”. The outer envelope of the Financial Proposal shall bear a warning “*Not to open the envelope before the Technical Proposal has been evaluated*”. Any Bidder (including a Consortium Member) who submits or participates in more than one (01) Proposal shall be disqualified. The inner and outer envelopes of the Technical Proposal and the Financial Proposal shall bear the name of the Bidder and be addressed to the Implementing Agency and shall mention the following: name of Project i.e. “***Design, Build, Finance, Operate, Maintain And Transfer of the FGCC Properties***”.
- 7.2.3. If all the envelopes are not sealed and marked as required, the Implementing Agency shall not assume any responsibility for the misplacement or premature opening of the Proposal. In case of such misplacement or premature opening of the Proposal which results in disclosure of any direct or indirect financial information prior to the scheduled opening of the Financial Proposal, the Proposal shall be rejected by the Implementing Agency as non-responsive.
- 7.2.4. All Bidding Forms forming part of the Technical Proposal and the Financial Proposal, as specified in the RFP, are to be properly completed and signed. No alteration is to be made in the Letter of Financial Proposal, Letter of Technical Proposal or in the Bidding Forms, except in filling up the blanks as directed. If any alteration is made or if these instructions have not been fully complied with, the Proposal shall be rejected.
- 7.2.5. Proposals shall be submitted by the Bidders: (a) through courier/express mail; or (b) by hand at the address indicated in the Bid Data Sheet.

7.3 BID SUBMISSION DEADLINE

- 7.3.1. Proposals must be received by the Implementing Agency at the address provided in the Bid Data Sheet not later than the Bid Submission Deadline and the same shall be submitted on the EPADS portal, electronically
- 7.3.2. No arrangements shall be made by the Implementing Agency with Bidders for collection of the Proposals from any delivery point. Bidders shall bear all expenses incurred in the preparation and delivery of the Proposals. No claims for refund of any expense shall be entertained.
- 7.3.3. Where delivery of the Proposal is by courier/express mail and Bidder wishes to receive an acknowledgment of receipt of such Proposal, the Bidder shall make a request for such acknowledgement in a separate letter attached to (but not included in) the sealed Proposal.

- 7.3.4. The Implementing Agency may, in its discretion, extend the Bid Submission Deadline by issuing an addendum in accordance with Section 5.2 (*Amendment of RFP*) of the Instructions to Bidders, in which case all rights and obligations of the Implementing Agency and the Bidders previously subject to the earlier Bid Submission Deadline shall thereafter be subject to the extended Bid Submission Deadline.
- 7.3.5. The Implementing Agency shall not consider any Proposal that arrives after the Bid Submission Deadline. Any Proposal or any document received by the Implementing Agency after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.
- 7.3.6. Delays in the mail, delays of person(s) in transit, or delivery of a Proposal to an incorrect location, shall not be accepted as an excuse for failure to deliver a Proposal at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which to deliver its Proposal in a timely manner.

7.4 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSALS

- 7.4.1. Any Bidder may modify, substitute, or withdraw its Proposal after submission provided that written notice, duly signed by the authorised representative, for the modification, substitution or withdrawal is received by the Implementing Agency prior to the Bid Submission Deadline.
- 7.4.2. The notice for modification, substitution or withdrawal of any Proposal shall be prepared, sealed, marked and delivered in accordance with the provisions applicable to the original Bid with additional marking of "**MODIFICATION**" or "**SUBSTITUTION**" on all envelopes in case of modification or substitution, or "**WITHDRAWAL**" on the envelope containing the notice, in case of withdrawal.
- 7.4.3. Withdrawal of a Proposal during the interval between the Bid Submission Deadline and the expiration of the Bid Validity Period (or any extension thereof) shall result in forfeiture of the Bid Security pursuant to Section 6.3.7 of the Instructions to Bidders.
- 7.4.4. A Bidder having withdrawn its Proposal can collect them at the place indicated in the Bid Data Sheet for the submission of the Proposal on or prior the expiry of up to twenty (20) Days after the Bid Submission Deadline. In case of failure by the Bidder to collect the Proposal within the above deadline, the Implementing Agency shall be entitled to either destroy or keep the Proposal without incurring in any liability.
- 7.4.5. After the Bid Submission Deadline, no changes to the RFP shall be permitted other than as permitted by the Applicable Laws, if any.
- 7.4.6. Proposals submitted in response to the RFP by the Bidders shall be upon full understanding and agreement of all terms of the RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP (including the Concession Documents).

7.5 NO VARIANTS TO THE PROPOSAL

No variants and/or alternatives within the Proposal are allowed in this Tender Procedure.

8. PROPOSAL OPENING AND REVIEW

8.1 OPENING OF THE PROPOSALS

- 8.1.1. The Implementing Agency shall conduct the opening of Technical Proposals on the same Day as the Bid Submission Deadline at **1330 hours PST** at the address provided in the Bid Data Sheet, in the presence of the Bidders' designated representatives who choose to attend. Furthermore, the Implementing Agency will initiate the opening of the Proposals by downloading the PDF files of the Technical Proposal from the EPADS portal. The PDF files of the Financial Proposal will remain untouched until the date and time of the opening of the Financial Proposals. The Proposals shall be opened in chronological order of receipt (first the Proposal submitted the earliest and so on).
- 8.1.2. If the Technical Proposal and the Financial Proposal are submitted together in one envelope, other than as specified in the Instructions to Bidders, the Implementing Agency may reject the entire Proposal. If any document, required to be submitted with Technical Proposal, is submitted with the Financial Proposal, or if any document required to be submitted with the Financial Proposal is submitted with the Technical Proposal, such document shall not be considered for evaluation and may also form the basis of rejection of a Proposal.
- 8.1.3. The Financial Proposals shall remain unopened and will be held in custody of the Implementing Agency until the specified time of their opening, as communicated by the Implementing Agency to the Bidders.
- 8.1.4. First, envelopes marked "**WITHDRAWAL**" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Bidder. No Proposal shall be withdrawn unless the corresponding withdrawal notice contains a valid authorization by the Bidder to request the withdrawal and is read out during the Proposal opening.
- 8.1.5. Second, outer envelopes marked "**SUBSTITUTION**" shall be opened. The inner envelopes containing the substitute Technical Proposal and/or substitute Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which shall be returned to the Bidder unopened. Only the substituted Technical Proposal, if any, shall be opened, read out, and recorded. Substituted Financial Proposal, if any, will remain unopened in accordance with Section 8.1.3 of the Instructions to Bidders. No Proposal shall be substituted unless a valid authorization by the Bidder to request the substitution is submitted and is read out and recorded during the Proposal opening.
- 8.1.6. Next, outer envelopes marked "**MODIFICATION**" shall be opened. The original Technical Proposal shall be opened, read out, and recorded, followed by the opening, reading out and recording of the modification to the Technical Proposal. Any modification to the Financial Proposal shall remain unopened in accordance with Section 8.1.3 of the Instructions to Bidders. No Proposal shall be modified unless a valid authorization by the Bidder to request the modification is submitted and is read out and recorded during the Proposal opening.
- 8.1.7. All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution; and

- (c) Any other details as the Implementing Agency may consider appropriate.
- 8.1.8. Only Technical Proposals read out and recorded during the Proposal opening shall be considered for evaluation as per the requirements of the RFP. No Bid shall be rejected at the opening of Technical Proposals except for late Bids, in accordance with Section 7.3.5 of the Instructions to Bidders.
 - 8.1.9. The Implementing Agency shall prepare a record of the Technical Proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidders' representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder's signature on the attendance sheet shall not invalidate the contents and effect of the record.
 - 8.1.10. At the end of the evaluation of the Technical Proposals, the Implementing Agency shall invite Bidders who have submitted responsive Technical Proposals pursuant to the requirements of the RFP and who have been determined as technically qualified for award of Concession to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals shall be advised in writing by the Implementing Agency.
 - 8.1.11. The Implementing Agency shall notify in writing at any time prior to the opening of the Financial Proposals, the Bidders who have been rejected on the grounds of their Technical Proposals not being responsive to the requirements of the RFP. Such Bidders shall be required to collect their Financial Proposal unopened from the Implementing Agency on the date notified by the Implementing Agency.
 - 8.1.12. The Implementing Agency shall conduct the opening of Financial Proposals of all Bidders who have technically qualified, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Implementing Agency. The Bidders' representatives who are present shall be requested to sign an attendance sheet evidencing their attendance.
 - 8.1.13. Financial Proposals of the Bidders shall be opened one at a time, using the password provided by the Bidders at the time of the opening of the Financial Proposals and the following read out and recorded:
 - (a) the name of the Bidder;
 - (b) whether there is a modification or substitution; and
 - (c) Any other details as the Implementing Agency/the Implementing Agency may consider appropriate.
 - 8.1.14. Only the Financial Proposals read out and recorded during the opening of Financial Proposals shall be considered for evaluation. No Financial Proposal shall be rejected at the time of opening of Financial Proposals.
 - 8.1.15. The Implementing Agency shall prepare a record of the opening of Financial Proposals that shall include the name of the Bidder. The Bidders' representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder's signature on the attendance sheet shall not invalidate the contents and effect of the record. A copy of the attendance sheet shall be distributed to all Bidders.

8.2 REVIEW OF THE PROPOSALS AND COMPLIANCE EXAMINATION

- 8.2.1. In the above-mentioned session, the Implementing Agency shall firstly open and carry out a detailed examination of each Proposal in order to determine whether it is substantially compliant with the requirements set out in the RFP.
- 8.2.2. A Bidder shall be admitted to participation in the Tender Procedure after an examination carried out by the Implementing Agency to determine whether:
- (a) the Proposal is complete and does not deviate from the scope of works and services to be performed in relation to the Project;
 - (a) any computational errors have been made;
 - (b) required sureties (including Bid Security) have been furnished;
 - (c) documents have been properly signed;
 - (d) valid authorization(s) is/are present;
 - (e) the Bid is valid till the Bid Validity Period; and
 - (f) The fulfilment of any other conditions for participation set out in the RFP with respect to the Bidder.
- 8.2.3. Prior to conducting detailed evaluation of Bids pursuant to Section 8.3 (*Determination of Responsiveness of Proposals*) of the Instructions to Bidders, the Implementing Agency shall examine each Proposal as follows, and a Proposal may not be considered acceptable if:
- (a) it is unsigned; or
 - (b) Its validity is less than the Bid Validity Period.
- 8.2.4. Prior to the detailed evaluation of the Proposals pursuant to Section 8.3 (*Determination of Responsiveness of Proposals*) of the Instructions to Bidders, the Implementing Agency shall examine each Proposal as follows, and a Proposal shall not be considered acceptable if:
- (a) it is not accompanied by a Bid Security;
 - (b) it is received after the Bid Submission Deadline;
 - (c) it is submitted through fax, email, or any other form of electronic transmission unless specified;
 - (d) the Bidder refuses to accept arithmetic correction(s); or
 - (e) It materially deviates from the requirements of the RFP.
- 8.2.5. The Implementing Agency shall require arithmetical errors to be rectified. If there is a discrepancy between:
- (a) the relevant input amount and the output (i.e., total) amount in any form, due to

any error in calculation, the relevant input amount shall prevail, and the output (i.e., total) amount shall be corrected;

(b) The words and figures, the amount in words shall prevail.

8.2.6. If the Bidder does not accept the corrected amount of the Proposal, its Proposal shall be rejected, and its Bid Security shall be forfeited.

8.3 DETERMINATION OF RESPONSIVENESS OF PROPOSALS

8.3.1. The Implementing Agency shall determine the responsiveness of each Proposal to the RFP. The Technical Proposals that conform to all the terms and conditions of the RFP without material deviations, reservations or omissions shall be declared responsive. A material deviation, reservation or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the works and services in relation to the Project as specified in the RFP; or

(ii) Limit in any substantial way the GoP's or the Implementing Agency's rights or the Bidder's or the Developer's obligations under the RFP.

(b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

8.3.2. The Implementing Agency's determination of a Proposal's responsiveness may be based on the contents of the Proposal itself without recourse to extrinsic evidence.

8.3.3. Any minor non-conformity or irregularity in a Technical Proposal that does not constitute a material deviation, reservation or omission may be waived by the Implementing Agency or required by the Implementing Agency to be rectified, provided such waiver or rectification does not prejudice or affect unfairly the competitive position of other responsive Technical Proposals.

8.3.4. Provided that a Proposal is substantially responsive, the Implementing Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Proposal related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.

8.3.5. If a Proposal is not substantially responsive to the requirements of the RFP, it shall be rejected by the Implementing Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

8.3.6. A responsive Financial Proposal is one which meets the requirements of the RFP without any deviation, reservation or omission. No change in the Financial Proposals shall be allowed and shall be evaluated as per the information provided by the Bidders. A non-responsive Financial Proposal may not subsequently be made responsive by correction of the deviation, reservation, or omission.

- 8.3.7. If a Financial Proposal, in the opinion of the Implementing Agency, is seriously unbalanced or is seen to unfairly exploit the evaluation mechanism, the Implementing Agency may require the relevant Bidder to produce detailed price analysis for any or all items of the Proposal, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, taking into consideration the terms of payments, the Implementing Agency/the Implementing Agency may require the Bidder to rationalize the costs and/or terms of payments.
- 8.3.8. During the evaluation of Bids, the following definitions apply:
- (a) “*Deviation*” is a departure from the requirements specified in the RFP;
 - (b) “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
 - (c) “*Omission*” is the failure to submit part, or all of the information or documentation required in the RFP.

8.4 EVALUATION OF THE TECHNICAL PROPOSAL

- 8.4.1. In addition to and subject to the requirements set out in Section 8.2 (*Review of the Proposals and Compliance Examination*) and Section 8.3 (*Determination of Responsiveness of Proposals*) each of the Instructions to Bidders, the Bidders shall be evaluated against the evaluation criteria for the Technical Proposals set out in Schedule 5 (*Proposal Evaluation And Award Criteria*) of the RFP. Technical Proposals of only those Bidders shall be further evaluated who meet the Basic Eligibility Criteria.
- 8.4.2. The Technical Proposals will be evaluated based on a hundred (100) point grading system, in which the Bidder must score at least 75 (seventy-five) points¹ to be considered as technically responsive to attend the opening of the Financing Proposal. A Bidder whose Technical Proposal meets the technical evaluation criteria (in the Implementing Agency’s determination) set out in Schedule 3 (*Basic Eligibility Criteria*) and Schedule 5 (*Proposal Evaluation And Award Criteria*) of the RFP shall be considered as technically responsive and a Bidder whose Technical Proposal fails to meet the technical evaluation criteria (in the Implementing Agency’s determination) set out in Schedule 3 (*Basic Eligibility Criteria and Technical Evaluation Criteria*), or minimum score set under Schedule 5 (*Proposal Evaluation And Award Criteria*) of the RFP shall be considered as technically non-responsive.
- 8.4.3. Any Proposal that fails to meet the evaluation criteria for the Technical Proposals set out in Schedule 3 (*Basic Eligibility Criteria and Technical Evaluation Criteria*), and/or minimum score set under Schedule 5 (*Proposal Evaluation And Award Criteria*) of the RFP shall be rejected.

8.5 EVALUATION OF THE FINANCIAL PROPOSAL

- 8.5.1. In addition to and subject to the requirements set out in Section 8.2 (*Review of the Proposals and Compliance Examination*) and Section 8.3 (*Determination of Responsiveness of Proposals*) each of the Instructions to Bidders, the Bidders shall be evaluated against the evaluation criteria for the Financial Proposals set out in Schedule 5 (*Proposal Evaluation And Award Criteria*) of the RFP.

¹ Technical Advisor to recommend.

- 8.5.2. Any Proposal that fails to meet the evaluation criteria for the Financial Proposals set out in Schedule 5 (*Proposal Evaluation and Award Criteria*) of the RFP shall be rejected.

8.6 DECISION TO ACCEPT / REJECT PROPOSALS

- 8.6.1. No Proposal shall be considered to have been accepted unless such acceptance is confirmed in writing and notified to the Most Advantageous Bidder by the Implementing Agency.
- 8.6.2. The Implementing Agency reserves the right to annul the Tender Procedure and reject all Proposals at any time prior to the issuance of the Decision of Award, without thereby incurring any liability to Bidders or providing any reason for rejection of the Proposals. In case of such annulment, all Proposals submitted and specifically, the Bid Securities shall be promptly returned to the Bidders. The decision of the Implementing Agency shall be final and binding.
- 8.6.3. The Implementing Agency shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Proposal.
- 8.6.4. Each Bidder fully waives any and all rights to claim in respect of such expenses or losses and agrees to indemnify GoP, the Implementing Agency, its Affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

8.7 GENERAL PROVISIONS ON OPENING OF THE PROPOSALS

8.7.1. EVALUATION TO BE CONFIDENTIAL

Information relating to the examination, clarification, additional evidence with respect to Proposals, documents submitted in resolving identified irregularities in the Proposals, evaluation and comparison of Proposals for the award of the Concession shall not be disclosed to Bidders or any other Persons not officially concerned with such process until the award of the Concession has been officially announced. Any effort by a Bidder to influence the Implementing Agency's processing of Proposals or award decisions shall represent grounds for exclusion of the Bidder and forfeiting of its Bid Security pursuant to Section 6.3.7(e).

8.7.2. CLARIFICATION OF PROPOSALS

- (a) In order to help with the examination, estimation and ranking of the Proposals, the Implementing Agency may require clarifications from the concerned Bidder relating to any aspect of its Proposal. Any such questions or request for clarifications or explanation (and the Bidders' response to the same) will be submitted in written form within the term indicated by the Implementing Agency (which may not be less than two (2) Days, but no change of the Proposals shall be required, offered or permitted.
- (b) Any clarification submitted by the Bidder with respect to its Proposal, which is not asked from the Implementing Agency, shall not be taken into consideration.

8.7.3. CORRUPT PRACTICE

- (a) If a Bidder engages, directly or indirectly in any corrupt, fraudulent, collusive,

coercive or obstructive practice with the Implementing Agency and/or the Implementing Agency, or their respective members, advisors, employees, consultants or agents or otherwise in relation to the Concession award; then the Bidder's Proposal and, if applicable, the said award, shall be cancelled and the Bid Security shall be forfeited, all without prejudice to any Implementing Agency's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in Pakistan.

9. DESIGNATION OF MOST ADVANTAGEOUS BIDDER AND CONCESSION AWARD

9.1 CRITERIA FOR MOST ADVANTAGEOUS BIDDER AND AWARD OF CONCESSION

- 9.1.1. The criteria for selecting the Most Advantageous Bidder for the award of the Concession is set out in Schedule 5 (*Proposal Evaluation And Award Criteria*). The Bidder which upon conclusion of the procedure set out in Section 8 (*Proposal Opening and Review*) and the evaluation pursuant to the criteria set out in Schedule 3 (*Basic Eligibility Criteria and Technical Evaluation Criteria*) and Schedule 5 (*Proposal Evaluation And Award Criteria*) is ranked first, shall be designated as the Most Advantageous Bidder for award of the Concession.

9.2 DECISION OF AWARD

- 9.2.1. Once the evaluation process referred to in Section 8 (*Proposal Opening and Review*) is completed, the Implementing Agency shall finalize the minutes/final evaluation report on the review and evaluation of the Proposals declare the Most Advantageous Bidder for award of the Concession.
- 9.2.2. Prior to expiry of the Bid Validity Period, the Implementing Agency shall adopt a decision on designating the Most Advantageous Bidder (the **Decision of Award**).

9.3 NOTIFICATION OF AWARD

- 9.3.1. A copy of the Implementing Agency's Decision of Award as well as a copy of the minutes/final evaluation report both specified in Section 9.2 (*Decision of Award*) above shall be communicated to all Bidders.
- 9.3.2. Such notification shall include, inter alia, the indication of the ranking of the Bidders and the designation of the Most Advantageous Bidder.

9.4 SIGNING OF PPP AGREEMENT

- 9.4.1. The PPP Agreement shall be entered into between the Implementing Agency and the Developer to be incorporated by the Most Advantageous Bidder, prior to the execution of the PPP Agreement pursuant to Section 9.5 (*Developer*).
- 9.4.2. The PPP Agreement shall be entered into between the Implementing Agency and the Developer within the timeframe indicated in the Decision of Award and the PPP Agreement shall be executed by the authorized persons of the relevant parties in three (3) identical copies.
- 9.4.3. During the period from the Decision of Award up to the expiry of the term set out in the Decision of Award, the Implementing Agency and the Most Advantageous Bidder shall meet regularly to finalize the PPP Agreement. Without prejudice to Section 9.4.1 above, there shall be no negotiation on the PPP Agreement and/or on financial matters, and no modifications to the PPP Agreement shall be made. It may only be allowed to cure errors, complete missing information and remove inconsistencies which can prejudice the successful completion and implementation of the Concession, and only to the extent (a) they are necessary to achieve, or do not adversely affect the achievement of, the objectives of the Implementing Agency, (b) they are necessary to ensure the coherence, functionality and clarity of the provisions of the PPP Agreement but provided that they do not alter or modify the substance of the contractual rights and obligations of the parties, as regulated in the

draft PPP Agreement, (c) they do not affect the legitimate rights and interests of the GoP and/or the Implementing Agency, and (d) they are reasonably acceptable and implementable, according to good international industry practice in similar projects. The Implementing Agency has the right to accept or reject, at its absolute discretion, any such proposed amendments.

- 9.4.4. The Most Advantageous Bidder shall ensure that its Bid Security remains in full force and effect up until the delivery of the Performance Guarantee in accordance with the PPP Agreement.

9.5 DEVELOPER

The Most Advantageous Bidder shall incorporate the Developer as a special purpose vehicle in accordance with the terms of the Decision of Award. The Developer shall meet the following requirements: (a) it shall be incorporated in Pakistan in the form of a private company limited by shares; and (b) its memorandum and articles of association shall provide that it shall only be entitled to carry out the activities required to be carried out pursuant to the PPP Agreement.

9.6 SIGNING OF THE PPP AGREEMENT

If the Most Advantageous Bidder fails to comply with the provisions of Section 9.4.1 in relation to the execution of the PPP Agreement, the Implementing Agency shall be entitled to forfeit the Most Advantageous Bidder's Bid Security or the Performance Security and take such other remedies as provided under the Applicable Laws.

9.7 VIABILITY GAP FUND SUPPORT/CONCESSIONAL LOAN

- 9.7.1. In order to enhance the financial viability and bankability of the Project, the Implementing Agency, through the Government of Pakistan, shall provide VGF support to the Developer in the form of a concessional loan. The VGF support shall be disbursed and administered in accordance with the terms and conditions of the PPP Agreement and the Viability Gap Financing Agreement. The concessional loan shall be utilised exclusively to bridge the financing gap of the Project and to ensure its financial close and long-term sustainability.
- 9.7.2. The concessional loan shall carry a mark-up of one percent (01%) per annum during the period in which the Developer is servicing its commercial debt. Upon full repayment of the commercial debt, the mark-up rate shall increase to five percent (05%) per annum on the outstanding principal amount of the concessional loan.
- 9.7.3. The concessional loan shall be repaid by the Developer in five (05) equal annual instalments, commencing after the complete repayment of the commercial debt, in accordance with the terms and conditions set forth in the PPP Agreement and the Viability Gap Financing Agreement.

9.8 P3A FEES

The Developer shall pay to the P3A a success fee equivalent to 0.15% of the Pre-Estimated Project Cost within one (01) month of the earlier of:

- (a) The financial close; or
- (b) The disbursement of the VGF support

Provided that, where Financial Close is not applicable to the Project, the success fee shall be payable within one (01) month of the signing of the PPP Agreement. In addition, the Developer shall pay to the P3A an annual fee equivalent to 0.10% of the yearly revenues (net of applicable sales tax) generated from the Project.

10. APPLICABLE REGULATION AND LEGAL PROTECTION

10.1 APPLICABLE LAWS AND REGULATIONS

- 10.1.1. The Tender Procedure is conducted in accordance with the Notice Inviting Tender, this RFP and the Applicable Laws.
- 10.1.2. When preparing their Proposals, the Bidders should take into consideration all Applicable Laws, including (without limitation), applicable legislation and regulations concerning taxes and other public duties, employment issues, employment conditions and protection of health and safety at work.
- 10.1.3. The RFP is governed by the Applicable Laws.

11. END OF THE TENDER PROCEDURE

- 11.1 The Tender Procedure shall end on the Day when the Decision of Award or decision for termination of the Tender Procedure will become final and effective in accordance with Applicable Laws of Pakistan.
- 11.2 After the Tender Procedure is completed or terminated in accordance with the RFP, the Implementing Agency will return any unopened Proposals to the relevant Bidders making them available to the Bidder for collection at the place indicated in the Bid Data Sheet for the submission of the Proposals. In case of failure by the Bidders to collect such documents within twenty (20)² Days following the Decision of Award or notice of termination of the Tender Procedure the Implementing Agency shall be entitled to either destroy them or keep them without incurring in any liability.

² Proposed timeline to be confirmed

12. OTHER CONSIDERATIONS

12.1 INTEGRITY PACT

Each Bidder shall sign and stamp Bidding Form B (Integrity Pact) of the RFP (the “**Integrity Pact**”). Failure to provide such Integrity Pact may cause the Bid to be rejected by the Implementing Agency as non-responsive.

12.2 GRIEVANCE REDRESSAL

Any Bidder being aggrieved by any act or decision of the Implementing Agency, may after the issuance of the RFP, lodge a written complaint to the “Grievance Redressal Committee” constituted by the Implementing Agency in accordance with the Applicable Laws. The mechanism for redressal of grievances of Bidders shall be as per the Applicable Laws.

13. BID DATA SHEET

The following Tender Procedure-specific data shall be part of the RFP.

| | | |
|----|--|---|
| 1. | Concession Name | DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER OF THE FGCC PROPERTIES |
| 2. | Name of the Implementing Agency | FAISALABAD GARMENT CITY COMPANY, MINISTRY OF COMMERCE, GOVERNMENT OF PAKISTAN |
| 3. | Method of Procurement | OPEN COMPETITIVE BIDDING |
| 4. | Method of Selection | SINGLE STAGE TWO ENVELOPE PROCEDURE |
| 5. | Address and other contact information of Implementing Agency | Address and Contact Details: Manager (Projects) Faisalabad Garment City Company Value Addition City, 1.5 KM, Sahianwala Road, Khurrianwala, Faisalabad. Tel: (+92)-41-[8507208-9 Website: www.fgcc.pk Email: mehboobtabish@yahoo.com |
| 6. | Contact Person at the Implementing Agency | Contact Person: Manager (Projects) Tel: (+92)-41-[8507208-9 Email: mehboobtabish@yahoo.com |
| 7. | Details of Pre-Bid Meeting | Date: 10/12/2025 Time: 1300 hours PST |

| | | |
|-----|--|---|
| | | Venue: Venue for the Pre-Bid Meeting shall be specified by the Implementing Agency in writing one (1) week prior to the Pre-Bid Meeting |
| 8. | Address for Submission, Modification, Substitution and Withdrawal of Proposals | Address: Faisalabad Garment City Company Value Addition City, 1.5 KM, Sahianwala Road, Khurrianwala, Faisalabad. Email: mehboobtabish@yahoo.com |
| 9. | Relevant Websites | Implementing Agency - www.fgcc.pk PPRA - www.ppra.org.pk P3A - www.p3a.gov.pk |
| 10. | Language of the Tender Procedure and the Offering Documents | As per Section 6.5 (<i>Language of the Tender Procedure and the Proposals</i>) |
| 11. | Bid Security | Equivalent to PKR 50,000,000/- (Pak Rupees Fifty Million only), which shall be submitted in the form of either pay order or deposit at call or unconditional and irrevocable bank guarantee attached as Bidding Form E (<i>Form of Bid Security</i>) under Schedule 4 (<i>Content of the Proposals</i>) (the Bid Security), issued in favour of the Implementing Agency as beneficiary by an Acceptable Bank and enclosed in the Technical Proposal |
| 12. | Performance Security | Equivalent to two percent (2%) of the Pre-Estimated Project Cost, which shall be submitted in the form of an unconditional and irrevocable bank guarantee issued in favour of the Implementing Agency as beneficiary by an Acceptable Bank |
| 13. | Currency of Bid Security | PKR |
| 14. | Bid Validity Period | Ninety (90) days from the Bid Submission Deadline, unless extended pursuant to the RFP |
| 15. | Bid Security Validity Period | Twenty – Eight (28) days from the Bid Validity Period |
| 16. | Number of Copies of Proposal | As prescribed in Section 7 (<i>Submission of the Proposal</i>) |

| | | | |
|-----|--|--|-------------|
| 17. | Bid Submission Deadline | 30/12/2025] at 1300 hours PST | |
| 18. | Place, Date and Time of Opening of the Proposals | <p>Place:</p> <p>Conference Room of Faisalabad Garment City Company</p> <p>Date and Time:</p> <p>Technical Proposal: On 30/12/2025 at 1330 hours PST</p> <p>Financial Proposal: Please see No. 15 below.</p> | |
| 19. | Mode of Submission | <p>The Bidder must:</p> <p>(i) THROUGH EPADS</p> <p>(a) Technical Proposal:</p> <p>Scanned copy of the original Technical Proposal in PDF format</p> <p>(b) Financial Proposal:</p> <p>Scanned copy of the original Financial Proposal</p> <p>(ii) MANUAL SUBMISSION</p> <p>(a) Technical Proposal</p> <p>One (01) original hard copy and one (01) copy and one (01) soft copy</p> <p>(b) Financial Proposal</p> <p>One (01) original hard copy and one (01) copy and one (01) soft copy</p> <p>In case of any discrepancy between the hardcopy of the Proposal and the copies of the Proposal uploaded on EPADS, the latter shall prevail.</p> <p><i>Note: RFP must be submitted electronically through EPADS as well as in the hard format on the address as mentioned</i></p> | |
| 20. | Timeline of the Tender Procedure (changes to the timeline of the Tender Procedure will be notified to the Bidders pursuant to Section 5.6 (Notices and Communications) of the RFP) | ACTION | DATE |
| | | Publication of the Notice Inviting Tender and launch of the Tender Procedure. | 30/11/2025 |
| | | Pre-Bid Meeting | 10/12/2025 |

| | | | |
|--|--|--|--|
| | | Last Day for submitting a request for clarifications pursuant to Section 5.2 (<i>Clarification of RFP</i>) | 17/12/2025 |
| | | Bid Submission Deadline | 30/12/2025, 1300 hours PST, see No. 13 above |
| | | Opening of the Technical Proposal | <p>Bid Submission Deadline at 1330 hours PST</p> <p>Address: Faisalabad Garment City Company Value Addition City, 1.5 KM, Sahianwala Road, Khurrianwala, Faisalabad.</p> |
| | | Opening of the Financial Proposal | The time and date communicated in terms of Section 8.1.10 of the Instructions to Bidders. |

PART B
SCOPE OF WORK, DOCUMENTARY REQUIREMENTS AND EVALUATION CRITERIA

SCHEDULE 1 - SCOPE OF WORK

This schedule provides the detailed scope of work for the development, construction, operation, and maintenance of FGCC Properties under a Public-Private Partnership model.

The FGCC Properties, comprising approximately 38.919 acres within value addition city, Faisalabad, is positioned as a purpose-built industrial estate for garment and textile SMEs, allied industries, and supporting enterprises.

The objective is to create a state-of-the-art garment manufacturing hub that reduces capital costs for SMEs by providing built-up spaces, promotes exports of value-added textiles, generates employment, and strengthens Pakistan's international competitiveness in the apparel value chain.

Brief Background

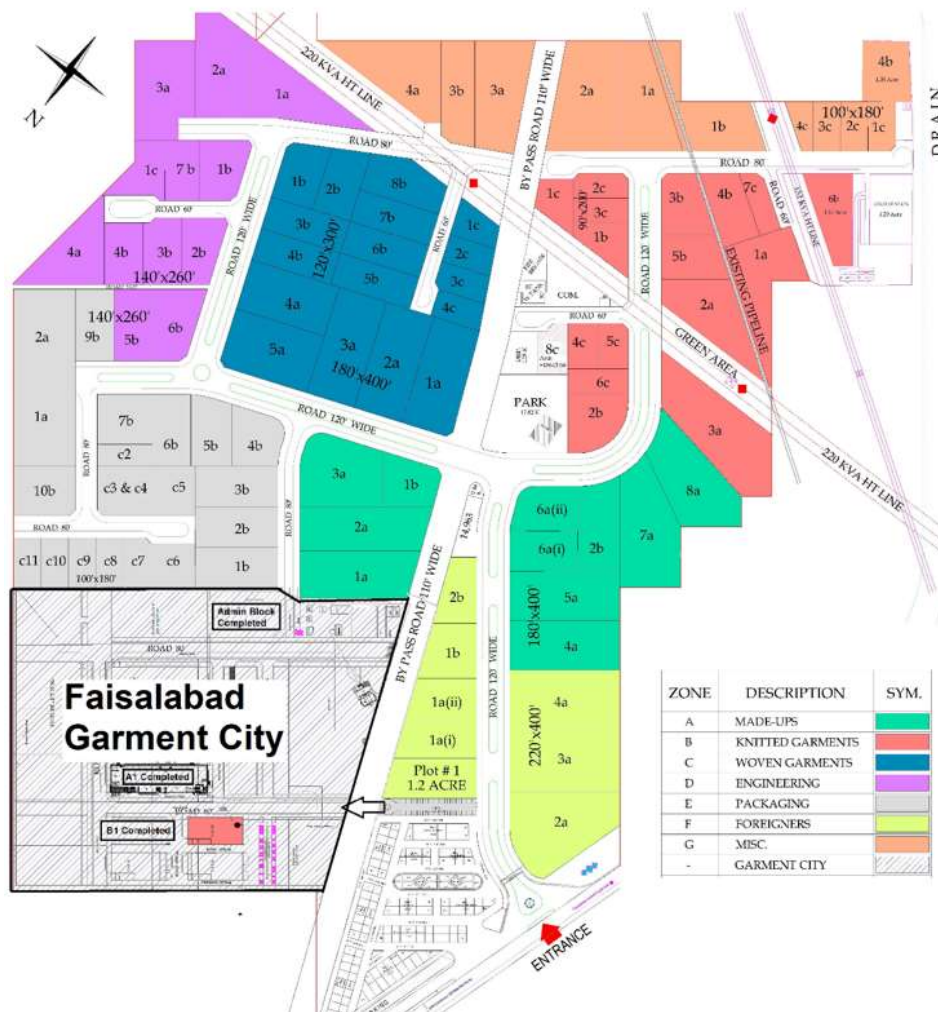
FGCC was established as a state-owned enterprise under the Ministry of Commerce to support Pakistan's garment and apparel export sector. The proposed Concession based on Public Private Partnership is aimed at ensuring long-term financial sustainability and operational efficiency of FGCC.

The project aligns with government objectives to:

- Provide affordable, pre-built factory spaces for garment SMEs.
- Facilitate value-added exports by reducing entry barriers for smaller manufacturers.
- Enable integration with the wider industrial ecosystem of value addition city developed by Faisalabad Industrial Estates Development & Management Company.
- Support employment generation and skills training in Faisalabad's textile cluster

Site Analysis and Accessibility

Location within Value addition city

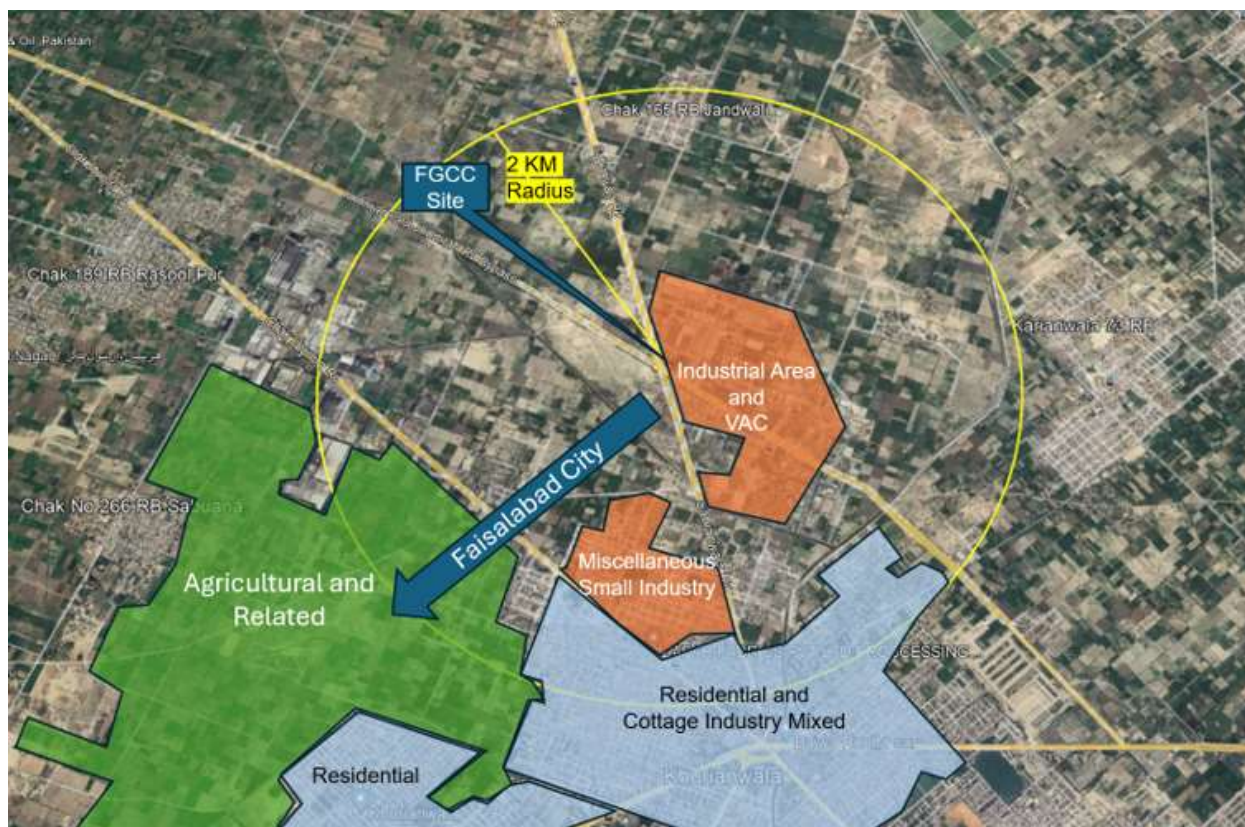


General Information

The FGCC Properties occupies 38.919 acres of land located within value addition city, a 225-acre estate developed by Faisalabad Industrial Estates Development & Management Company.

Its location provides strategic advantages: the estate is approximately 14 kilometres from Faisalabad city center, 9.5 kilometres from the M-4 Motorway, 35 kilometres from Faisalabad International Airport, and 20 kilometres from the city's railway station. This connectivity ensures smooth logistical access for both domestic and export-oriented operations.

FGCC Properties is directly adjacent to Sadaqat Textile Mills and close to Gohar Textile Mills, both of which are large-scale textile / garment related enterprises. Its immediate surroundings are defined by an established textile and garment industry cluster, with Khurrianwala town providing a mix of housing and cottage industries.



Within the FGCC Properties, three structures currently exist: the Admin Block, A1 Building, and B1 Building.

The Admin Block houses essential facilities such as an auditorium, training center, daycare, mosque, and emergency medical unit.

Preliminary Master Plan

The preliminary master plan for FGCC envisions the creation of a clustered garment city with SME-focused factory shells, commercial support facilities, administrative and marketing blocks, and shared infrastructure systems. The plan is structured to allow flexibility in unit sizing, enabling smaller garment operators to occupy spaces depending on their production needs. Zoning provisions will include industrial units, commercial outlets, canteen and display centres, institutional spaces for training and research, green belts, and community amenities.

The master plan emphasizes efficient integration with the larger value addition city estate, ensuring that road networks, utility corridors, and effluent management systems are seamlessly connected. It also accounts for workforce-centric amenities, including daycare, healthcare, training facilities, and green recreational areas, which will improve the quality of life for workers and make the estate attractive for SMEs seeking compliance with international textile / garment buyer standards.

SCOPE OF WORK

1. General

The Consortium awarded the Concession through the Public Private Partnership model will be responsible for delivering a fully integrated garment city on a design, build, finance, operate, maintain, and transfer basis. The Concession period is anticipated to be 25 years, after which the assets will be transferred back to FGCC.

The Consortium's role will encompass not only the construction of physical infrastructure but also the long-term management of facilities to ensure continuous compliance with environmental, technical, and safety requirements.

2. Design Components

The development of the Project Site requires a comprehensive set of surveys, investigations, and design works that will provide the technical foundation for its planning and implementation. Each stage of investigation is essential for informing the engineering, architectural, and infrastructure solutions needed to create a purpose-built industrial estate for garment and textile SMEs.

2.1 Design Standards

2.1.1 Civil and Structural Works

Civil and structural works to follow a design life of 50 years, ensuring architectural and structural integrity over the concession period.

Applicable Codes and Authorities:

- Faisalabad Development Authority (FDA) standards and by-laws
- Faisalabad Industrial Estates Development & Management Company (FIEDMC) development guidelines
- National Building Code of Pakistan (NBCP)
- National Fire Protection Association (NFPA) standards and Punjab Fire Safety Code
- National Environmental Quality Standards (NEQS) for materials and emissions

Structural Systems:

- Reinforced concrete and steel frameworks suitable for light-to-medium industrial buildings.
- Foundations designed and detailed in accordance with outcomes of geotechnical investigations.

Independent Review and Oversight:

- Design and construction to be reviewed by an Independent Engineer (IE) for compliance with applicable technical and safety standards.

2.1.2. Solar Power and Electrical Supply Systems

The electrical and renewable energy systems for FGCC shall follow international and national standards ensuring performance, reliability, and integration of renewable energy:

- **Solar PV Systems:**

- Roof structures designed to accommodate solar photovoltaic panels for on-site renewable energy generation.
- Building orientation and envelope design to optimize solar exposure for natural daylight while minimizing heat load.
- Solar water heating systems may be integrated in canteens, daycare, and healthcare facilities.
- **System Standards:**
 - Solar design and installation to follow IEC and Pakistan Engineering Council (PEC) standards for PV systems, in line with current industry best practices.
 - Energy-efficient lighting (LED) and smart metering systems for all major electrical installations.
 - Electrical and mechanical systems designed with industrial-grade wiring, safety protections, and provision for UPS / backup generation.

2.1.3. Sustainable and Green Building Practices

The design and construction of all buildings and infrastructure shall follow sustainability principles and internationally recognized environmental frameworks to promote energy efficiency, resilience, and environmental responsibility:

- Design to follow principles consistent with LEED, EDGE, or equivalent sustainable building certification systems.
- Emphasis on use of energy-efficient materials, daylight optimization, and low embodied-carbon construction practices.
- **Environmental Management:**
 - Environmental and Social Impact Assessment (ESIA) and Environmental Management and Monitoring Plan (EMMP) to follow Punjab Environmental Protection Agency (EPA) and NEQS guidelines.
- **Sustainable Design Features:**
 - Natural daylighting and cross-ventilation for workspaces.
 - Rainwater harvesting, water-efficient plumbing and stormwater management systems.
 - Green belts, landscaped courtyards, and shaded rest areas to improve thermal comfort and worker well-being.

2.1.4. Health, Safety, and Operational Integrity

All construction, operation, and maintenance activities shall follow recognized standards for safety and operations management:

- Compliance with OSHA-equivalent workplace health and safety practices.
- Firefighting and life-safety systems designed and operated in accordance with NFPA and Punjab Fire Safety guidelines.
- Maintenance protocols to follow preventive and corrective maintenance standards ensuring durability and operational continuity.

3. Surveys and Investigations Compliant with ESMS Guidelines and Public Private Partnership Resilient Infrastructure Guidelines

3.1. Topographical Survey

The first step in preparing the Project Site is a detailed topographical survey. This survey will map the contours, elevations, gradients, and existing structures across the 38.9-acre estate.

Since the Project Site already includes built-up facilities such as the Admin Block, A1, and B1 buildings, the survey must carefully document the precise placement, condition, and alignment of these assets in addition to the undeveloped plots. The survey data will be used as the baseline for all future design and engineering works, ensuring that infrastructure and building layouts are aligned with the physical realities of the site. Advanced surveying equipment and techniques should be employed to capture high-resolution, accurate data that supports precise decision-making for subsequent planning stages.

3.2. Geo-Technical Investigation

A geo-technical investigation will follow the topographical survey to establish a clear understanding of soil and subsurface conditions at the Project Site. This investigation will analyse soil composition, density, and safe bearing capacity, along with groundwater levels and any potential subsurface hazards. The results will be critical in determining the types of foundations required for new SME factory shells, rehabilitation of existing structures, and the development of utility infrastructure such as overhead tanks and substations.

3.3. Hydraulic Study

An independent hydraulic study will be carried out to evaluate the water management requirements of the Project Site. The garment and textile industry is heavily dependent on water for various production processes, as well as for sanitation, fire safety, and worker amenities. The study will assess the availability of water supply, the flow and storage requirements, and the capacity of existing distribution networks within value addition city. It will also address stormwater drainage and flood prevention measures.

The hydraulic study will inform the design of the internal water distribution system, and sewage pipelines, ensuring environmental compliance and operational efficiency.

3.4. Traffic Assessment Study

A traffic assessment study will be conducted to analyse both current and future transport demands in and around the FGCC Properties. The Project Site is strategically located with direct connectivity to Khurrianwala Jhumra Road and the M-4 Motorway. The assessment will document existing traffic volumes, road capacity, and the types of vehicles currently using the area.

Projections of future traffic loads, considering the expected inflow of SMEs and industrial activity at FGCC, will be developed to anticipate bottlenecks and congestion points. The study will provide recommendations on road layouts, access points, and intersections, as well as provisions for heavy-duty vehicle parking and circulation. Ensuring efficient movement of goods, workers, and industrial supplies will be a critical outcome of this study.

3.5. Environmental Management

In addition to surveys, the Consortium will be required to prepare a comprehensive Environmental and Social Impact Assessment (ESIA) and based on its findings, develop an Environmental Management and Monitoring Plan (EMMP). The EMMP will outline the specific mitigation measures to be implemented

during both construction and operational phases, as well as monitoring systems to ensure compliance with Punjab Environmental Protection Agency regulations and international buyer expectations.

The Consortium will also provide procedures for managing unanticipated environmental impacts, such as accidental discharges or construction-related disturbances. Training programs for staff will be included to embed sustainable practices in daily operations, and a reporting mechanism will ensure transparency with stakeholders, regulators, and potential international clients concerned with compliance and sustainability.

4. Architectural and Structural Requirements

4.1. Design Life

- All buildings shall be designed for a minimum 50-year life span for structural and architectural integrity.
- Materials and construction methods must adhere to Faisalabad Development Authority, Faisalabad Industrial Estates Development & Management Company and all other applicable guidelines, as well as national building codes.

4.2. General Requirements

- Structures must incorporate reinforced concrete and steel frameworks suitable for light to medium industrial use.
- Roofs and facades should be designed for durability and low maintenance in Faisalabad's climatic conditions.
- Finishes should be functional yet cost-efficient, with provisions for industrial flooring, washable wall finishes in production areas, and fire-resistant materials in compliance with safety codes.

4.3. Special Structural Elements

- SME factory shells must be modular in design, enabling flexibility for multiple production activities such as stitching and assembly.
- Loading bays, service entries, and parking areas must be integrated into the building layouts to facilitate seamless logistics.
- Reinforced foundations designed as per geo-technical studies to handle varying soil capacity.

5. Building Categories

5.1. SME Factory Shells

- **Functionality:** To be delivered as pre-built, ready-to-occupy units for garment SMEs.
- **Size and Layout:** Modular configurations allowing subdivision or expansion.
- **Features:**
 - High ceilings with provision for mezzanine floors.
 - Clear column spacing to maximize floor usability.
 - Service corridors for utilities such as electricity and compressed air.
 - Fire-resistant doors, ventilation ducts, and integrated sprinkler systems.

5.2. Administrative and Display Facilities

- Expansion and modernization of the Admin Block to house:
 - FGCC management offices.
 - A marketing and display center for showcasing SME products to buyers.
 - Meeting and conference rooms equipped with digital connectivity.
 - Investor facilitation desks and shared facilities for tenants.

5.3. Training and Incubation Center

- Dedicated spaces for skill development, incubation of SME start-ups, and R&D labs.
- Flexible classroom layouts with IT and audio-visual infrastructure.
- Integration with local universities and industry partners for capacity-building programs.

5.4. Worker Amenities

- Daycare facility: Expanded and upgraded with safe indoor and outdoor play areas.
- Medical clinic: Emergency care, first-aid station, and small pharmacy to serve workers.
- Canteens: Industrial-scale kitchens and dining spaces with hygienic standards.
- Mosques: Augmentation of the FGCC mosque with appropriately designed prayer areas with ablution spaces.

6. Sustainable Design Features

6.1. Natural Daylight and Ventilation

- Building designs must optimize natural light through skylights, large windows, and clerestory panels.
- Natural ventilation systems, such as cross-ventilation and roof vents, shall be incorporated to reduce reliance on mechanical systems.

6.2. Solar Integration

- Roof structures to be designed with solar photovoltaic (PV) panels for renewable energy generation.
- Orientation of buildings to maximize solar gain for daylight while minimizing heat load.
- Use of solar water heating where feasible in canteens, clinics, and daycare facilities.

6.3. Green and Worker-Friendly Features

- Landscaped courtyards and shaded rest areas.
- Energy-efficient LED lighting in interior and exterior spaces.
- Water-efficient plumbing fixtures to reduce wastage.
- Integration of rainwater harvesting systems for non-potable uses.

7. Building Services and Compliance

7.1. Electrical & Mechanical Systems

- Industrial-grade electrical wiring and metering for SMEs.
- HVAC systems in administrative, training, and daycare facilities.
- Backup generators and UPS systems for uninterrupted operations.

7.2. Safety and Security

- Firefighting systems, alarms, extinguishers, and suppression sprinklers in line with NFPA, Punjab Fire Safety and all other applicable codes.
- CCTV coverage, access control at key entry points, and adequate perimeter lighting.

7.3. Compliance Requirements

- Approval from the Independent Engineer (IE) before construction.
- Adherence to all applicable building safety standards.
- Certification under international sustainability and compliance frameworks (such as LEED elements or equivalent, where practical) to attract international buyers

7.4. Operation and Maintenance Provisions

The Consortium will not only design and construct but also ensure that the building designs facilitate ease of operation and long-term maintenance. Provisions must include:

- Durable materials requiring minimal upkeep.
- Clearly designated service corridors for utilities.
- Accessibility for maintenance staff and equipment.
- Tenant-friendly modifications, allowing SMEs to adapt spaces without damaging structural integrity.

8. Project Management and Compliance

All phases of the project will be subject to independent oversight. An Independent Engineer (IE) will be appointed to review and approve designs, supervise construction works, and verify compliance with quality standards before commissioning. The Consortium awarded the Concession will adhere to all applicable national and provincial codes, including but not limited to Faisalabad Development Authority (FDA) regulations, National Environmental Quality Standards (NEQS), and PPP Authority guidelines. Regular reporting will ensure transparency and accountability throughout the Concession period.

SCHEDULE 2 - PROJECT SITE

[•]³

³ To be inserted

BASIC ELIGIBILITY CRITERIA

1. GENERAL REQUIREMENTS

- 1.1 Each Bidder must comply with the following Basic Eligibility Criteria:
- 1.1.1 The Bidder (and in case of a Consortium, each consortium member) must be an entity duly registered under the applicable laws of its jurisdiction and must submit relevant documentary evidence thereof, such as incorporation certificate, memorandum of association/articles of association, etc. In case of foreign entities, certified true copies of their constitutive documents must be provided. In case of foreign entities, Bidders submitting documents/information in a language other than English, it will need to be accompanied by an English translation (duly notarized by the Notary Public) and attested by the Pakistani Consulate in the county of origin. In case of any discrepancy, English translation shall prevail.
- 1.1.2 The Bidder (and in case of a Consortium, each consortium member) is not black listed by any government entity. An affidavit in the manner and form provided in Schedule 4 (*Contents of the Proposals*) confirming that the Bidder is not blacklisted by government entity shall be submitted with Technical Proposal (In case of Consortium, each member of such Consortium shall submit such affidavit). In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by the Notary Public and attested by the Pakistani Consulate in the county of origin;
- 1.1.3 The Bidder (and in case of a Consortium, each consortium member) must submit all the documents and instruments enumerated under Schedule 4 (*Content of the Proposals*) in accordance with the Instructions to Bidders;
- 1.1.4 The Bidder (and in case of a Consortium, each consortium member) must comply with the requirements set out in Section 4 (*Bidders*);
- 1.1.5 Except for foreign entities, each Bidder must possess valid registration certificate from Federal Board of Revenue and relevant Sales Tax Authority. In case of a Consortium, all members of a Consortium are required to comply with this requirement. In case of foreign entities, such Bidder should submit tax certificate of its respective country duly attested by the Pakistan Consulate in the county of origin.
- 1.1.6 The Bidder (and in case of a Consortium, each member of such Consortium) shall be an active tax payer as evidenced through the active tax payer list and shall submit valid tax returns for the last three (03) years, provided that, in the event the Bidder or any member of the Consortium is recently incorporated and does not have tax returns for the preceding three (03) years, it shall furnish the tax return(s) for such year(s) as are available, to the extent applicable;
- 1.1.7 In the event the Bidder or any member of the Consortium is a government owned or controlled enterprise, such Bidder must establish that it is legally and financially autonomous entity. For such purpose, the Bidder or the relevant member of the Consortium shall submit an affidavit in the manner and form provided in Schedule 4 (*Content Of The Proposals*), confirming that it is legally and financially autonomous body; In case of foreign entities

participating, such affidavit must be duly notarized by the Notary Public and attested by the Pakistan Consulate in the country of origin; and

- 1.1.8 Registration with Pakistan Engineering Council (“**PEC**”) and registered in Pakistan Council of Architects and Town Planning (“**PCATP**”), as applicable. In case of a Consortium, the PEC/PCATP registration of at least one member of the consortium is required. Valid PEC registration certificates to be attached.
- 1.1.9 Current Net Worth of the Bidder shall be PKR 1,500,000,000/- (Pak Rupees One Billion Five Hundred Million only) (excluding any surplus on revaluation) as presented in the most recent audited financial statements. In case the Bidder or any member of the Consortium, operates in any country other than Pakistan, the financial statements shall be translated at the rate specified in the State Bank of Pakistan interbank rate as at the date of the financial statement and the same shall be audited by a reputable audit firm, certified by home country’s relevant authority/regulator. The Bidder/each member of the Consortium shall submit audited financial statements for the last three (03) years. For the avoidance of doubt, the audited financial statements of the latest financial year shall be evaluated to determine the net worth of the Bidder. In case of a Consortium, the members of the Consortium collectively as per weighted average must meet the criterion. The proposed shareholding ratios as provided in the Consortium Agreement will be used as weights in calculating the weighted average.
- 1.1.10 The Bidder shall have an average annual turnover of PKR 1,000,000,000/- (Pak Rupees One Billion only) for last three (03) years. In case the Bidder operates in any country other than Pakistan, the financial statements shall be translated at the rate specified in the State Bank of Pakistan interbank rate as at the date of the financial statement and the same shall be audited by a reputable audit firm, certified by home country’s relevant authority/regulator. In case of a Consortium, the members of the Consortium collectively as per weighted average must meet the criterion. The proposed shareholding ratios as provided in the Consortium Agreement will be used as weights in calculating the weighted average.

TECHNICAL EVALUATION CRITERIA

The Technical Proposal shall be evaluated on the basis of the following criteria:

For technical qualification, a Bidder must score seventy (70) or more marks and must score at least fifty percent (50%) in each of the categories i.e A, B, C and D listed below:

| TECHNICAL CRITERIA | MARKS |
|---|----------------|
| A) PROJECT DEVELOPMENT EXPERIENCE | MAX. 30 |
| <p><u>A1 – DEVELOPMENT OF BUILDINGS/CIVIL WORKS</u></p> <p>The Bidder (or in case of Consortium, any member) must have completed development of building/civil works either having a minimum built-up area of 350,000 square feet or a total project cost equivalent to PKR 3,000,000,000/- (Pak Rupees Three Billion or equivalent to USD 10,500,000/- US Dollars Ten Million Five Hundred Thousand only) in the last ten (10) years</p> <p>Three (03) projects 15 marks Two (02) projects 10 marks One (01) project 05 marks</p> <p><i>(Note: In case of foreign currency, historical exchange rate prevailing on completion of assignment/project will be used to convert foreign currency to PKR)</i></p> | 15 |
| <p><u>A2 – EXPERIENCE IN SOLAR SYSTEM INSTALLATION AND CAPTIVE POWER MANAGEMENT</u></p> <p>The Bidder (or, in case of a Consortium, any member) must have completed solar energy projects having a minimum plant size of 1 MW, involving installation, operation and maintenance of solar power systems for at least three (03) years</p> <p>Two (02) projects 05 marks One (01) project 2.5 marks</p> | 05 |

| TECHNICAL CRITERIA | MARKS |
|---|-------|
| <p><u>A3 – OPERATION AND MAINTENANCE EXPERIENCE FOR BUILDING PROJECTS</u></p> <p>The Bidder (or, in case of a Consortium, any member) must have experience in providing O&M services for industrial buildings/real estate/infrastructure projects having a minimum built-up area of 100,000 square feet or a total project cost equivalent to PKR 1,000,000,000/- (Pak Rupees One Billion only or equivalent to USD 3,500,000/- US Dollar Three Million Five Hundred Thousand only) in the last ten (10) years.</p> <p>Such O&M services shall include maintenance of utilities such as electricity, water, gas, telecommunication, and other essential services to tenants or project inhabitants.</p> <p>Three (03) projects 06 marks Two (02) projects 04 marks One (01) project 02 marks</p> | 6 |

| TECHNICAL CRITERIA | MARKS |
|---|----------------|
| <p>A4) The Bidder (or, in case of a Consortium, any member) must have carried out solid waste management and collection and/or operations of wastewater or effluent treatment systems of industrial buildings/real estate/infrastructure projects having a minimum built-up area of 100,000 square feet or a total project cost equivalent to PKR 1 Billion (or equivalent to USD 3.5 Million) in the last ten (10) years .</p> <p>One (01) project 01 mark</p> <p>The Bidder (or, in case of a Consortium, any member) must have experience in operation and maintenance in any of the following support facilities of industrial buildings/real estate/infrastructure projects having a minimum built-up area of 100,000 square feet or a total project cost equivalent to PKR 1,000,000,000/- (Pak Rupees One Billion only or equivalent to USD 3,500,000/- US Dollar Three Million Five Hundred Thousand only) in the last ten (10) years.</p> <ul style="list-style-type: none"> ➤ ICT/Communications center; or ➤ Training & skills development center; or ➤ Commuting and transportation services; or ➤ Security center; or ➤ Medical clinic / facility; or ➤ Firefighting equipment and systems. <p>Three (03) projects 03 marks Two (02) projects 02 marks One (01) project 01 mark</p> <p>The Bidder shall submit complete details of the O&M activities performed on such projects</p> <p><u><i>Note: All projects submitted under Criteria A shall be presented in the manner and format prescribed under Bidding Form F (Bidder's Experience) of this RFP. Each project must be supported by documentary evidence, such as letters of award, contract agreements, and completion certificates issued by the respective employer/client on its official letterhead. The documentary evidence, as submitted, shall clearly specify the scope of work and activities undertaken by the Bidder and shall demonstrate clear alignment with the experience requirements stipulated under this criterion. Projects lacking adequate documentary evidence, whether in full or in part, shall not be considered for evaluation or scoring.</i></u></p> | <p>4</p> |
| B) PROJECT TEAM EXPERIENCE | MAX. 25 |

| TECHNICAL CRITERIA | MARKS | | | | | | | | |
|--|------------------|-----------|----------------|-----------|-------------------|----------|-------------------|----------|----|
| <p><u>B1 – TEAM LEADER/PROJECT MANAGER</u></p> <p>QUALIFICATION – 02 MARKS Degree in Civil Engineering/Project Management/Construction Management</p> <p>RELEVANT EXPERIENCE: Experience in development and management of industrial / building projects / large-scale infrastructure projects involving design, construction, and O&M components</p> <p>NO. OF YEARS</p> <table> <tr> <td>15 or more years</td><td>02 Marks</td></tr> <tr> <td>10 to 15 years</td><td>1.5 marks</td></tr> <tr> <td>5 to 10 years</td><td>01 mark</td></tr> <tr> <td>Less than 5 years</td><td>0.5 mark</td></tr> </table> | 15 or more years | 02 Marks | 10 to 15 years | 1.5 marks | 5 to 10 years | 01 mark | Less than 5 years | 0.5 mark | 04 |
| 15 or more years | 02 Marks | | | | | | | | |
| 10 to 15 years | 1.5 marks | | | | | | | | |
| 5 to 10 years | 01 mark | | | | | | | | |
| Less than 5 years | 0.5 mark | | | | | | | | |
| <p><u>B2 – DESIGN EXPERT</u></p> <p>QUALIFICATION – 1.5 MARKS Degree in Architecture or Civil Engineering / Structural Design / Building Technology</p> <p>RELEVANT EXPERIENCE: Experience in architectural and structural design of industrial or commercial buildings, including layout planning, space optimization, and integration with mechanical/electrical systems</p> <p>NO. OF YEARS</p> <table> <tr> <td>10 to 15 years</td><td>1.5 marks</td></tr> <tr> <td>5 to 10 years</td><td>01 mark</td></tr> <tr> <td>Less than 5 years</td><td>0.5 mark</td></tr> </table> | 10 to 15 years | 1.5 marks | 5 to 10 years | 01 mark | Less than 5 years | 0.5 mark | 03 | | |
| 10 to 15 years | 1.5 marks | | | | | | | | |
| 5 to 10 years | 01 mark | | | | | | | | |
| Less than 5 years | 0.5 mark | | | | | | | | |
| <p><u>B3 – CONSTRUCTION EXPERT</u></p> <p>QUALIFICATION – 1.5 MARKS Degree in Civil / Construction Engineering / Construction Management</p> <p>RELEVANT EXPERIENCE: Experience in construction supervision and execution of multi-story buildings, industrial parks, or large-scale infrastructure projects.</p> <p>NO. OF YEARS</p> <table> <tr> <td>10 to 15 years</td><td>1.5 marks</td></tr> <tr> <td>5 to 10 years</td><td>01 mark</td></tr> <tr> <td>Less than 5 years</td><td>0.5 mark</td></tr> </table> | 10 to 15 years | 1.5 marks | 5 to 10 years | 01 mark | Less than 5 years | 0.5 mark | 03 | | |
| 10 to 15 years | 1.5 marks | | | | | | | | |
| 5 to 10 years | 01 mark | | | | | | | | |
| Less than 5 years | 0.5 mark | | | | | | | | |

| TECHNICAL CRITERIA | MARKS | | | | | | |
|---|----------------|-----------|---------------|---------|-------------------|----------|----|
| <p><u>B4 – GREEN BUILDING EXPERT</u></p> <p>QUALIFICATION – 1.5 MARKS Degree in Architecture, Civil, Environmental Engineering, Sustainable Design, or Green Building</p> <p>RELEVANT EXPERIENCE: Experience in design and certification of green/sustainable buildings, energy-efficient materials, and renewable integration (including solar).</p> <p>No. Of YEARS</p> <table> <tr> <td>10 to 15 years</td><td>1.5 marks</td></tr> <tr> <td>5 to 10 years</td><td>01 mark</td></tr> <tr> <td>Less than 5 years</td><td>0.5 mark</td></tr> </table> | 10 to 15 years | 1.5 marks | 5 to 10 years | 01 mark | Less than 5 years | 0.5 mark | 03 |
| 10 to 15 years | 1.5 marks | | | | | | |
| 5 to 10 years | 01 mark | | | | | | |
| Less than 5 years | 0.5 mark | | | | | | |
| <p><u>B5 – ELECTRICAL ENGINEERING EXPERT</u></p> <p>Qualification – 1.5 Marks Degree in Electrical/Power Engineering</p> <p>RELEVANT EXPERIENCE: Experience in design and supervision of electrical systems, building services, and integration of solar power systems.</p> <p>No. Of YEARS</p> <table> <tr> <td>10 to 15 years</td><td>1.5 marks</td></tr> <tr> <td>5 to 10 years</td><td>01 mark</td></tr> <tr> <td>Less than 5 years</td><td>0.5 mark</td></tr> </table> | 10 to 15 years | 1.5 marks | 5 to 10 years | 01 mark | Less than 5 years | 0.5 mark | 03 |
| 10 to 15 years | 1.5 marks | | | | | | |
| 5 to 10 years | 01 mark | | | | | | |
| Less than 5 years | 0.5 mark | | | | | | |
| <p><u>B6 – MECHANICAL ENGINEERING EXPERT</u></p> <p>QUALIFICATION – 1.5 MARKS Degree in Mechanical Engineering</p> <p>RELEVANT EXPERIENCE: Experience in design, installation, and maintenance of HVAC systems, fire protection, and other building services for large-scale industrial facilities.</p> <p>No. Of YEARS</p> <table> <tr> <td>10 to 15 years</td><td>1.5 marks</td></tr> <tr> <td>5 to 10 years</td><td>01 mark</td></tr> <tr> <td>Less than 5 years</td><td>0.5 mark</td></tr> </table> | 10 to 15 years | 1.5 marks | 5 to 10 years | 01 mark | Less than 5 years | 0.5 mark | 03 |
| 10 to 15 years | 1.5 marks | | | | | | |
| 5 to 10 years | 01 mark | | | | | | |
| Less than 5 years | 0.5 mark | | | | | | |

| TECHNICAL CRITERIA | MARKS | | | | | | |
|--|----------------|-----------|---------------|---------|-------------------|----------|----|
| <p><u>B7 – ENVIRONMENTAL EXPERT</u></p> <p>QUALIFICATION - 1.5 MARKS Degree in Environmental Engineering / Environmental Management / or equivalent</p> <p>RELEVANT EXPERIENCE: Experience in conducting Environmental Impact Assessment (EIA), compliance monitoring and sustainability planning for industrial or infrastructure projects.</p> <p>No. Of YEARS</p> <table> <tr> <td>10 to 15 years</td><td>1.5 marks</td></tr> <tr> <td>5 to 10 years</td><td>01 mark</td></tr> <tr> <td>Less than 5 years</td><td>0.5 mark</td></tr> </table> | 10 to 15 years | 1.5 marks | 5 to 10 years | 01 mark | Less than 5 years | 0.5 mark | 03 |
| 10 to 15 years | 1.5 marks | | | | | | |
| 5 to 10 years | 01 mark | | | | | | |
| Less than 5 years | 0.5 mark | | | | | | |
| <p><u>B8 – FINANCIAL LEAD</u></p> <p>QUALIFICATION – 1.5 MARKS CA/CFA/CPA/ICMA/ACCA/MBA Finance or equivalent</p> <p>RELEVANT EXPERIENCE: Experience in financial structuring, project finance, and lifecycle cost modelling for infrastructure or industrial development projects</p> <p>No. Of YEARS</p> <table> <tr> <td>10 to 15 years</td><td>1.5 marks</td></tr> <tr> <td>5 to 10 years</td><td>01 mark</td></tr> <tr> <td>Less than 5 years</td><td>0.5 mark</td></tr> </table> <p><i><u>Note: CVs of the proposed experts shall be submitted in the manner and format prescribed under Bidding Form K (Curriculum Vitae of Proposed Staff) of this RFP. The proposed experts must either be employees of the Bidder or any Consortium Member, or be formally engaged through binding contractual arrangements.</u></i></p> | 10 to 15 years | 1.5 marks | 5 to 10 years | 01 mark | Less than 5 years | 0.5 mark | 03 |
| 10 to 15 years | 1.5 marks | | | | | | |
| 5 to 10 years | 01 mark | | | | | | |
| Less than 5 years | 0.5 mark | | | | | | |
| C) BUSINESS PLAN EVALUATION | MAX. 15 | | | | | | |

| TECHNICAL CRITERIA | MARKS |
|--|-----------|
| <p><u>C1 – CONCEPT PLAN AND DESIGN:</u></p> <p>The Bidder shall provide a detailed construction methodology demonstrating their approach to project execution, including phasing, sequencing, and implementation strategies. The Bidder shall also submit a comprehensive work plan outlining the schedule of activities, resource allocation, environmental and quality control measures, along with details on the technology integration, innovative design features, and safety, health and environmental considerations.</p> <p>Marks shall be awarded based on the quality of value addition proposed in the business plan, the soundness of its underlying rationale, and the demonstrated track record of the implementation team in successfully delivering similar initiatives.</p> <ul style="list-style-type: none"> i. <i>Comprehensive and detailed concept plan and design pertaining to the Project execution..... 60%-100% Points</i> ii. <i>Sufficiently comprehensive but not detailed concept plan and design pertaining to the Project execution ...30%-60% Points</i> iii. <i>Deficient concept plan and design pertaining to the Project execution..... 0%-30% Points</i> <p><u>Note: The Concept Plan and Design shall be submitted in the manner and format prescribed under Bidding Form G (Concept Plan And Design) of this Request for Proposal (RFP).</u></p> | <p>06</p> |

| TECHNICAL CRITERIA | MARKS |
|--|----------------|
| <p><u>C2 – MARKETING PLAN</u></p> <p>The Bidder shall submit a comprehensive marketing plan demonstrating a clear strategy for positioning, promoting, and managing the commercial and licensing components of the Project. The marketing plan shall outline the overall marketing strategy, rental pricing framework, and licensing approach for permissible sub-license areas, ensuring optimal occupancy and sustainable revenue generation.</p> <ul style="list-style-type: none"> i. <i>Comprehensive and detailed marketing plan pertaining to the Project execution..... 60%-100% Points</i> ii. <i>Sufficiently comprehensive but not detailed marketing plan pertaining to the Project execution ...30%-60% Points</i> iii. <i>Deficient marketing plan pertaining to the Project execution.... 0%-30% Points</i> <p><u>Note: The Marketing Plan shall be submitted in the manner and format prescribed under Bidding Form H (Marketing Plan) of this Request for Proposal (RFP).</u></p> | 04 |
| <p><u>C3 – O&M PLAN</u></p> <p>The Bidder shall be required to submit an O&M Plan for the project in accordance with the Scope of Work/Terms of Reference, detailing the proposed strategy for the effective operation and maintenance thereof.</p> <ul style="list-style-type: none"> i. <i>Comprehensive and detailed O&M plan pertaining to the Project execution..... 60%-100% Points</i> ii. <i>Sufficiently comprehensive but not detailed O&M plan pertaining to the Project execution ...30%-60% Points</i> iii. <i>Deficient O&M plan pertaining to the Project execution.... 0%-30% Points</i> <p><u>Note: The Operation and Maintenance (O&M) Plan shall be submitted in the manner and format prescribed under Bidding Form I (O&M Plan) of this Request for Proposal (RFP).</u></p> | 05 |
| D) FINANCIAL CAPABILITY | MAX. 30 |

| TECHNICAL CRITERIA | MARKS |
|---|-------|
| <p><u>D1 – NET WORTH</u></p> <p>The Bidder (or, in case of a Consortium, the combined tangible net worth of the Consortium Members) must have a tangible net worth of at least PKR 1,500,000,000/- (Pak Rupees One Billion Five Hundred Million only). Tangible net worth shall exclude any surplus on revaluation of Property, Plant and Equipment. A tangible net worth of PKR 1,500,000,000/- (Pak Rupees One Billion Five Hundred Million only) shall be awarded nine (09) marks.</p> <p>For each additional increment of PKR 250,000,000 (Pak Rupees Two Hundred Fifty Million) above the minimum threshold, one (01) additional mark shall be awarded, up to a maximum of fifteen (15) marks.</p> <p>In the case of a Consortium, only those Consortium Members proposed to be shareholders of the Special Purpose Vehicle (SPV), as specified in the Consortium Agreement, shall be considered for this criterion. The evaluation shall be based on the weighted average net worth of such Consortium Members.</p> <p><i>Note: The Total Net Worth shall be demonstrated in the manner and format prescribed under Bidding Form O (Total Net worth) of this Request for Proposal (RFP).</i></p> <p><u><i>Note: In case of foreign currency, for the purpose of conversion, a rate of PKR 285 per US Dollar, or the prevailing exchange rate for other currencies as of the Bid Submission Date, shall be applied.</i></u></p> | 15 |

| TECHNICAL CRITERIA | MARKS |
|--|-------|
| <p><u>D2 – CASH AND FUNDING LINES</u></p> <p>The Bidder (or, in case of a Consortium, the combined position of the Consortium Members) must demonstrate minimum available cash, short-term or liquid investments, and confirmed funding lines amounting to at least PKR 750,000,000/- (Pak Rupees Seven Hundred Fifty Million only). A minimum amount of PKR 750,000,000/- (Pak Rupees Seven Hundred Fifty Million only) shall be awarded five (05) marks.</p> <p>For each additional increment of PKR 150,000,000/- (Pak Rupees One Hundred Fifty Million only) beyond the minimum threshold, one (01) additional mark shall be awarded, up to a maximum of ten (10) marks.</p> <p>In the case of a Consortium, only those Consortium Members proposed to be shareholders of the Special Purpose Vehicle (SPV), as specified in the Consortium Agreement, shall be considered for this criterion. The evaluation shall be based on the weighted average of the available cash and funding lines of such Consortium Members.</p> <p><i>Note: The Cash and Funding Lines shall be demonstrated in the manner and format prescribed under Bidding Form M (Cash and Funding Lines) of this Request for Proposal (RFP).</i></p> <p><u><i>Note: In case of foreign currency, for the purpose of conversion, a rate of PKR 285 per US Dollar, or the prevailing exchange rate for other currencies as of the Bid Submission Date, shall be applied.</i></u></p> | 10 |

| TECHNICAL CRITERIA | MARKS |
|--|-------|
| <p><u>D3 – AVERAGE ANNUAL TURNOVER</u></p> <p>The Bidder (or, in case of a Consortium, the combined financials of the Consortium Members) must have a minimum average annual turnover of PKR 1,000,000,000/- (Pak Rupees One Billion only), calculated over the last three (03) financial years. A minimum average annual turnover of PKR 1,000,000,000/- (Pak Rupees One Billion only) shall be awarded three (03) marks.</p> <p>For each additional increment of PKR 250,000,000/- (Pak Rupees Two Hundred Fifty Million only) beyond the minimum threshold, one (01) additional mark shall be awarded, up to a maximum of five (05) marks.</p> <p>In the case of a Consortium, only those Consortium Members proposed to be shareholders of the Special Purpose Vehicle (SPV), as specified in the Consortium Agreement, shall be considered for this criterion. The evaluation shall be based on the weighted average of the average annual turnover of such Consortium Members.</p> <p><i>Note: The Average Annual Turnover shall be demonstrated in the manner and format prescribed under Bidding Form N (Average Annual Turnover) of this Request for Proposal (RFP).</i></p> <p><u>The Bidder/each member of the Consortium shall submit audited financial statements for the last three (03) years. For the avoidance of doubt, the audited financial statements of the latest financial year shall be evaluated to determine the net worth of the Bidder.</u></p> <p><u>Note: In case of foreign currency, for the purpose of conversion, a rate of PKR 285 per US Dollar, or the prevailing exchange rate for other currencies as of the Bid Submission Date, shall be applied.</u></p> | 05 |

SCHEDULE 4 - CONTENT OF THE PROPOSALS

1.The Proposals shall be prepared based on the RFP and should contain all of the following documents:

| PART | DESCRIPTION |
|----------|---|
| 1 | TECHNICAL PROPOSAL |
| | BIDDING FORM A - Letter of Technical Proposal |
| | BIDDING FORM B - Form of Integrity Pact |
| | BIDDING FORM C - Form of Affidavit |
| | BIDDING FORM D - Form of Power of Attorney |
| | BIDDING FORM E - Form of Bid Security |
| | BIDDING FORM F – Bidder’s Experience |
| | BIDDING FORM G – Concept Plan and Design |
| | BIDDING FORM H – Marketing Plan |
| | BIDDING FORM I – O&M Plan |
| | BIDDING FORM J – Team Composition |
| | BIDDING FORM K – Curriculum Vitae (CV) of Proposed Staff |
| | BIDDING FORM L - Non – Historical Non - Performance And Pending Litigation |
| | BIDDING FORM M – Cash And Funding Lines |
| | BIDDING FORM N – Average Annual Turnover |
| | Bidding Form O – Total Net Worth |
| | Consortia Documents in accordance with Section 4.1 (<i>Consortia Documents</i>) of Part A (<i>Technical Proposal Requirements</i>) of the RFP |
| 2 | FINANCIAL PROPOSAL |
| | BIDDING FORM A - Letter of Financial Proposal |
| | BIDDING FORM B – Financial Proposal Standard Form |
| | BIDDING FORM C – Financial Model Form |

BIDDING FORM A - LETTER OF TECHNICAL PROPOSAL

[INSERT DATE]

TO: FAISALABAD GARMENT CITY COMPANY (FGCC)
[•]⁴

RE: DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER OF THE FGCC PROPERTIES

Reference the Request for Proposals document issued on [•]⁵ (the **RFP**) by the Faisalabad Garment City Company (the **Implementing Agency**) in relation to the Project.

Dear [Sir/Madam]:

We, [Name of the Bidder] hereby submit our Technical Proposal in conformity with the requirements of the RFP.

Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the RFP.

I. Information on the Bidder or, if the Bidder is a Consortium, of all Consortium Members

Table 1⁶

| | | |
|----|---|---|
| 1. | Name | [•] |
| 2. | Legal organizational form | [association, company, partnership , other] |
| 3. | Address | [province, city, street, No, other] |
| 4. | Contact and notification data | [address, telephone number, fax number, e-mail] |
| 5. | Contact Person | |
| 6. | Lead Member | [N/A] ⁷ /[YES]/[NO] |
| 7. | Management and representation | [full names and capacity of Persons who represent the Bidder ⁸] |
| 8. | Persons(s) duly authorized to bind and represent the Bidder in the procedure | [indicate names of the Persons authorized to represent the Bidder pursuant to its |

⁴ To be inserted.

⁵ To be inserted.

⁶ To be completed by the Bidder if a single entity, in the event of a Consortium, please add additional tables for each of the Consortium Members.

⁷ Please indicate N/A if the Bidder is not a Consortium.

⁸ When a legal entity is a member of the management body, the data of its representatives in the respective management body shall be included.

| | | |
|-----|---|---|
| | | constitutional documents or the Power of Attorney] ⁹ /[N/A] ¹⁰ |
| 9. | Identification information | [Incorporation registration number and NTN number] |
| 10. | Other identification information | [According to the legislation of the state in which the Bidder is established] |
| 11. | Activities to be performed by each Consortium Member | [brief description of the scope of work that will be carried out by each Consortium Member under the PPP Agreement] |

13. Structure and participation in the capital of the Bidder, or, in case the Bidder is a Consortium, of all Consortium Members

[please provide the relevant information.]

14. The main fields of activity of the Bidder or, in case the Bidder is a Consortium, of each Consortium Member are as follows

[please insert the relevant information]

15. When the Bidder is a Consortium, the Bidder shall specify the Lead Member, as well as the share of the Concession (the types of activities) from the scope of the Concession, which will be carried out by each of the Consortium Members upon the performance of the PPP Agreement.

II. Acknowledgments

We, agree, confirm, undertake and declare that:

- (a) we have examined and have no reservations to the RFP, including Addenda No(s) [•]/Corrigenda No(s) [•];¹¹
- (b) we, [including all Consortium Members,] fully and completely understand and accept the terms of the RFP and hereby undertake to comply with the requirements specified therein;
- (c) as security for due performance of the undertakings and obligations of the Project, we submit unconditionally herewith a Bid Security equivalent to PKR [•]/-¹² (Pakistani Rupees [•] Only) drawn in your favour or made payable to you and valid for a period [•]¹³ ([•]) Days beyond the period of validity of Bid. We confirm that the Bid Security has been issued and maintained in accordance with the requirements of the RFP;
- (d) we offer to perform and undertake the works and services in respect of the Project in conformity with the RFP without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the RFP, including the

⁹ To be completed by the Bidder if a single entity, in the event of a Consortium, to be completed.

¹⁰ Please indicate N/A if the table refers to members of a Consortium which is not the Lead Member.

¹¹ To be inserted.

¹² To be inserted.

¹³ To be inserted.

appendices/annexures attached to the RFP;

- (e) we, [including all Consortium Members], as per the requirements of the RFP, respectively:
 - (i) have nationalities of Eligible Countries; and
 - (ii) Do not have any conflict of interest.
- (f) the Proposal consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of ninety (90) Days from the date fixed for the Bid Submission Deadline in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) we have reviewed and accepted the form of the PPP Agreement along with the schedules attached thereto, and undertake to execute the same within the time period stipulated in Decision of Award;
- (h) We acknowledge that the GoP and the Implementing Agency will be relying on the information provided in our Bid and the documents accompanying them to determine the Most Advantageous Bidder. We certify that all information provided in the Proposal is true and correct and that nothing has been omitted which renders such information misleading;
- (i) we certify that in the last three (3) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any arbitral or judicial authority or a judicial pronouncement or arbitration award, nor have been expelled from any project or contract by any public authority, nor have had any contract terminated by any public authority for breach by us or, if we are a Consortium, by any of our Consortium Members;
- (j) we satisfy and meet all the requirements specified in the RFP, including the qualifications requirements set out in the RFP and there has been no material event relating to us or, if we are a Consortium, to any of our Consortium Members, which would require disclosure to the GoP and the Implementing Agency or which might cause us to fail to become a Most Advantageous Bidder;
- (k) we understand that this Proposal, together with your written acceptance thereof included in your Decision of Award, shall constitute a binding contract between us, until the PPP Agreement is executed;
- (l) we are not participating nor is any of our Consortium Members (nor any of our Affiliates), as a Bidder in more than one Proposal in this Tender Procedure in accordance with the requirements of the RFP;
- (m) we understand that the Implementing Agency may cancel the Tender Procedure at any time and that the Implementing Agency is not bound either to accept any Proposal that it may receive, without incurring any liability to the Bidders;
- (n) we agree to permit the Implementing Agency, the GoP and any Persons, representatives or auditors appointed and authorized by the Implementing Agency and/or the GoP to inspect and audit our accounts, records and other documents relating to our Bid;
- (o) all the information submitted along with the Proposal, including the enclosed forms and documents, is accurate in all respects;

- (p) we accept the right of the Implementing Agency to: (i) request additional information reasonably required to assess the Proposal; (ii) amend the procedures and requirements or make clarifications thereof; and (iii) extend or amend the timelines as stipulated in the RFP;
- (q) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Implementing Agency by us or on our behalf, in connection with or arising out of the Proposal are true, complete and accurate in all respects;
- (r) we hereby declare that all the information and statements made in the Proposal are true and accept that any misrepresentation contained in it shall lead to our disqualification and/or our blacklisting by the Implementing Agency;
- (s) we, [including all Consortium Members], have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Proposal and the Project;
- (t) we undertake, if the Proposal is accepted, to furnish the Performance Securities as per the requirements of the RFP and the PPP Agreement;
- (u) we do hereby declare that the Proposal is made without any collusion, comparison of figures or arrangement with any other Person or Persons making a Proposal for the Project;
- (v) we understand that the RFP has been issued by the Implementing Agency for the Project; and undertake and confirm that if the Proposal is accepted, we and the Developer (to be incorporated by us, in case the Project is awarded to us), as applicable, shall execute the PPP Agreement to the RFP and all other instruments as may be required to be executed in relation to the Project as per the requirements of the RFP.

NAME

IN THE CAPACITY OF

SIGNED

..... (SEAL)

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

DATE

WITNESSES

WITNESS 1:

Signature: _____

Name: _____

WITNESS 2:

Signature: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

CNIC/Passport No.: _____

CNIC/Passport No.: _____

BIDDING FORM B - FORM OF INTEGRITY PACT

[INSERT DATE]

[Name of Bidder] (the **Bidder**) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan, Faisalabad Garment City Company any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Pakistan (collectively, the **GoP Entities**) 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 form from GoP Entities, 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 transaction with GoP Entities 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 aforesaid shall, without prejudice to any other rights and remedies available to GoP Entities under any law, contract or other instrument, be voidable at the option of GoP Entities.

Notwithstanding any rights and remedies exercised by GoP Entities in this regard, [Name of Bidder] agrees to indemnify GoP Entities for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP Entities 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 form from GoP Entities.

NAME OF EMPLOYER: FAISALABAD GARMENT CITY COMPANY

SIGNATURE:
[SEAL]

NAME OF BIDDER:

SIGNATURE:
[SEAL]

BIDDING FORM C - FORM OF AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down under applicable laws and the same should be under common seal affixed in accordance with the required procedure.*
- *The Affidavit is to be executed on a stamp paper of PKR 200/-.*
- *Also, the Bidder/each Consortium Member should submit for verification a resolution/power of attorney in favour of the person executing this Affidavit for and on behalf of the Bidder/each Consortium Member.*
- *This Affidavit shall be notarised with the Notary Public.*
- *For an Affidavit executed and issued overseas, the document will also have to be attested by the Pakistani Consulate and notarised in the jurisdiction where the Affidavit is being issued.*
- *To be submitted by each Bidder/each Consortium Member.*
- *This Affidavit shall be witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses or four (4) female witnesses.*

Please find below the form and substance of the Affidavit.

TO: FAISALABAD GARMENT CITY COMPANY (FGCC)
[•]

RE: DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER OF THE FGCC PROPERTIES

Reference the Request for Proposals document issued on [•] (the **RFP**) by the Faisalabad Garment City Company (the **IMPLEMENTING AGENCY**) in relation to the Project.

AFFIDAVIT
(THIS **AFFIDAVIT**)

1. I, *[Insert Name of the Authorized Person and its Designation]* of *[Insert Name of Company]* (the **Entity**), duly organised and existing under the laws of *[Insert Country of Incorporation]* with its registered office located at *[Insert Registered Address]*, do hereby solemnly affirm, declare and state that:
 - (a) the Entity is not ineligible / blacklisted to participate in the Tender Procedure or undertake any contract or project (including the Project) through any form of public tender (due to reasons, including but not limited to corrupt practices and poor performance) by any federal or provincial governmental or non- governmental department / agency in Pakistan, at the date of submission of this Affidavit;
 - (b) no action, suit or other legal proceeding or governmental investigation is pending against the Entity or any of its respective officers, directors or employees, or that any of the foregoing has received any notice thereof, which questions the validity and execution of this Affidavit or the representations provided in this Affidavit;
 - (c) the Entity has no tax liabilities or liabilities in respect of judgments awarded by any court or similar proceedings in the period of three (3) years prior to the date of this Affidavit, save in each case to the extent that it has made suitable accounting provision for such liabilities in accordance with applicable accounting regulations;
 - (d) the Entity has not directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of any contract, project or transaction in the period of five (5) years prior to the date of this Affidavit;
 - (e) the Entity submits the Proposal for the Project independently, without any kind of agreement with other bidders contrary to the regulation on protection of competition and in full compliance with the terms of the RFP;
 - (f) when submitting the Proposal for the Project, the Entity does not participate in competing Consortium with other Bidders to whom the Entity is associated by capital and/or ownership, or family kinship;
 - (g) the Entity (including the Affiliate) is not in bankruptcy or liquidation proceedings or receivership, or wound up, or its affairs are not being administered by a court or a judicial officer, or its business activities have not been suspended or it is not the

subject of legal proceedings of any of the foregoing and has a reasonable expectation of being able to discharge all financial liabilities as they fall due;

- (h) there is no conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect potential involvement of the Entity in the Project and to comply with the obligations set out in the RFP or with respect to the Project;
- (i) the Entity has not failed to sign a contract with any procuring agency following award and has not been engaged in any non-performance of contract within the last three (03) years of the Bid Submission Deadline;
- (j) [the Entity is legally and financially autonomous and operates under commercial law]¹⁴; and
- (k) neither the Entity, nor I have concealed any information that might hinder the Tender Procedure being conducted for the Project.

2. That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the RFP.

DEPONENT

Verified on oath at _____ on this _____ Day of _____, 20____ that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.

DEPONENT WITNESSES

WITNESS 1:

1. _____
NAME: _____
ADDRESS: _____

CNIC No.: _____

WITNESS 2:

2. _____
NAME: _____
ADDRESS: _____

CNIC No.: _____

¹⁴ Only relevant for the government owned enterprise or institution.

BIDDING FORM D - FORM OF POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORISE A PERSON TO SIGN THE DOCUMENTS

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *To be executed by each Bidder and in case the Bidder is a Consortium, by each Consortium Member, authorizing the relevant attorney to, inter alia, sign the required documents on its behalf in relation to the RFP.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- *This Power of Attorney shall be on stamp paper and notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the same will have to be notarized by Notary Public and attested by the Pakistani Embassy/Consulate in the country where the Power of Attorney is executed;*
- *This Power of Attorney shall be witnessed by two (2) male witnesses.*

KNOW ALL BY THESE PRESENTS, WE, [(name of the entity and address of the registered office)] do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. [(Name)], son / daughter / wife of [(Name)] holding [CNIC/Passport] Number [Insert Number] and presently residing at [Insert Current Residence Details], who is presently employed with us and holding the position of [Insert Position], as our true and lawful attorney (the “**ATTORNEY**”) (with power to sub-delegate) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the requirements of the request for proposals document issued on [•]¹⁵ (the “**RFP**”) by the Faisalabad Garment City Company (the “**IMPLEMENTING AGENCY**”) in relation to ‘Design, Build, Finance, Operate, Maintain And Transfer of the FGCC Properties’ (the “**PROJECT**”), including (without limitation) signing and submission of all documents and providing information / responses to the Implementing Agency in respect of the RFP, representing us in all matters before the Implementing Agency, and generally dealing with the Implementing Agency (and the GoP), and / or any other governmental agencies or any Person, in all matters in connection with or relating to or arising out of our Bid and its acceptance by the Implementing Agency and for the Project.

We hereby ratify all prior and future acts, deeds and things lawfully done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) pursuant to this Power of Attorney and we hereby agree that all prior and/or future acts, deeds and things done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) shall, and shall always be, deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20__.

¹⁵ To be inserted.

FOR & ON BEHALF OF:

_____ *(insert name of the entity)*

BY ITS DULY AUTHORIZED SIGNATORY

.....
(Signature)

NAME: _____ *[insert name of the Person issuing this Power of Attorney who is authorized to issue this Power of Attorney on behalf of the entity]*

TITLE / DESIGNATION: _____ *[insert designation of the Person issuing this Power of Attorney]*

ADDRESS: _____ *[insert address of the Person issuing this Power of Attorney]*

WITNESSES:

WITNESS 1:

WITNESS 2:

.....

.....

NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

SIGNATURE OF ATTORNEY

.....

NAME OF ATTORNEY: _____

CNIC/PASSPORT NUMBER OF ATTORNEY: _____

TITLE/DESIGNATION OF ATTORNEY: _____

ADDRESS OF ATTORNEY: _____

BIDDING FORM E - BID SECURITY

BANK GUARANTEE

Guarantee No. _____

(The **BANK GUARANTEE**)

Executed on _____

Expiry date _____

Name of Guarantor (Bank) with address: _____

[Name of Principal (Bidder) with address:]¹⁶ _____

Guaranteed Amount (express in words and figures): _____

Date of Bid _____

The above premised, we (the **GUARANTOR BANK**) hereby undertake irrevocably and unconditionally on demand to pay to the Faisalabad Garment City Company (the **IMPLEMENTING AGENCY**), without any notice, reference or recourse to the Bidder or to any other entity or without any recourse or reference to any 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:

[•] [•] / - ([•] [•])¹⁷
(The **GUARANTEED AMOUNT**)

at sight and immediately upon the receipt of the Implementing Agency's first written demand (the **DEMAND**) at the Guarantor Bank's offices located at [•]¹⁸ or through SWIFT instructions transmitted by the Implementing Agency's bank on behalf of the Implementing Agency, to the Guarantor Bank, or through fax sent by the Implementing Agency at the Guarantor Bank's fax number i.e., [•]¹⁹, such Demand stating:

- (i) that the Bidder is in breach of its obligations towards the Implementing Agency; and
- (ii) The total amounts demanded.

A Demand shall only be honoured by us: (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Implementing Agency; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by 's bank on behalf of ; or (iii) the Implementing Agency in the case of a Demand made through fax, it is made by and bears the signature of an authorised officer or other

¹⁷ To be inserted.

¹⁸ To be inserted.

¹⁹ To be inserted.

representative of the Implementing Agency.

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

Such demand must be received by us on or before the [•]²⁰ (the “EXPIRY DATE”), when this Bank Guarantee shall expire and shall be returned to us.

Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay. Multiple Demands may be made by the Implementing Agency under this Bank Guarantee, but our aggregate liability will be restricted up to the Guaranteed Amount.

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

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

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

If one or more of the provisions of this Bank 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 Bank Guarantee.

The Guarantor Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations it has undertaken under this Bank Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan.

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 Bank Guarantee and all rights and obligations arising from this Bank Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in

²⁰ To be inserted.

Faisalabad, Punjab, Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

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

This Bank Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758. To the extent that there is any inconsistency between the terms of this Bank Guarantee and the Uniform Rules for Demand Guarantees, ICC Publication No. 758, the terms of this Bank Guarantee shall prevail.

NAME:

DESIGNATION:

BIDDING FORM F – BIDDER’S EXPERIENCE

[This form will be used for evaluation of criteria A]

Note: Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Request for Proposal.

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

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

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

BIDDING FORM G – CONCEPT PLAN AND DESIGN

[This form will be used for evaluation of criteria C - 1]

This form must respond to the entire scope of work for the Project described in **Schedule 1 (Scope of Work)** of the RFP.

The Bidder must outline the proposed methodology and work plan to implement the Project on a design, build, finance, operate and maintain and transfer basis. The concept plan and design and work plan should articulate what added value the Bidder will provide in achieving the stated objectives for the Project and how compliance with requirements set out in the RFP (including **Schedule 1 (SCOPE OF WORK)**) of the RFP will be achieved.

The Bidder must explain its understanding of the objectives and requirements of the Project, highlight the issues of importance, and explain the technical approach it would adopt to address such issues. The concept plan and design should explain the methodologies and technologies which are to be adopted and demonstrate the compatibility of those with the proposed approach, making it clear that only proven and reliable methodologies and technologies will be used for the implementation of the Project. The approach should also indicate how risks will be managed and what contribution will be made regarding value engineering and management.

The concept plan and design and work plan should comprehensively address the environmental, social, health and safety aspects during the term of the Project, including (but not limited to) environmental impact mitigation measures, social safeguards, occupational health and safety protocols, and compliance with relevant regulations and standards.

The concept plan and design should not exceed twenty-five (25) pages.

[This form will be used for evaluation of criteria C 2]

Each Bidder shall submit a comprehensive marketing plan that clearly outlines its proposed strategy for positioning, promoting, and managing the commercial and licensing components of the Project. The plan must demonstrate a sound understanding of the target market, potential tenants, and revenue opportunities, supported by a well-defined rental pricing framework and licensing approach for all permissible sub-licensed areas/units. The marketing plan shall also detail how marketing activities will be synchronized with the overall development and implementation schedule to ensure timely occupancy, effective promotion, and sustained financial viability. The submission should emphasize the robustness, practicality, and innovation of the proposed marketing strategy, highlighting measures to maximize occupancy, optimize returns, and align with the Project's overall development objectives. The marketing plan shall not exceed twenty-five (25) pages.

[This form will be used for evaluation of criteria C 3]

Bidder shall submit an operations and maintenance plan for the Project. The operations and maintenance plan shall be evaluated keeping in mind various aspects including (without limitation):

- (a) General Overview;
- (b) Organizational Structure;
- (c) Maintenance Procedures;
- (d) Operational Guidelines;
- (e) Safety and Emergency Procedures;
- (f) Environmental Management;
- (g) Community Engagement;
- (h) Budget and Financial Management;
- (i) Performance Metrics;
- (j) Continuous Improvement; and
- (k) Sustainability Practices.

The Bidders shall be required to demonstrate their vision for Operation and Maintenance of FGCC Properties and how they plan to undertake the operation and maintenance of the same.

Marks would be awarded on the basis of value addition provided in the plan and the rationale behind the plan, together with demonstration of the implementation team's past record on delivering on such concepts.

Bidder may be required to present the same to the Implementing Agency (in the form of a presentation) upon request.

The operations and maintenance plan should not exceed twenty-five (25) pages.

BIDDING FORM J – TEAM COMPOSITION

[This form will be used for evaluation of criteria B]

Bidders and each Consortium Member should provide the names of suitably qualified personnel to meet the specified requirements stated in the technical evaluation criteria.

| SR. No. | NAME | PROPOSED KEY POSITION |
|--------------------|-------------|------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |

FORM K – CURRICULUM VITAE (CV) OF PROPOSED 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:** [•]
5. **Nationality:** [•]
6. **Educational Qualification:** *[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained]*
7. **Membership of Professional Societies:** [•]
8. **Other Training** *[Indicate significant training since degrees under 6 – Education was obtained]:*
9. **Countries of Work Experience** *[List countries where staff has worked]:* [•]
10. **Languages** *[for each language indicate proficiency: good, fair, or poor in speaking, reading and writing]:*
11. **Employment Record:**
[Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held]:
12. **Detailed Tasks Assigned** *[List all tasks to be performed under this assignment]:*
13. **Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned**
[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 12]:
Name of Assignment or Project: [•]
Year: [•]
Location: [•]
Line Department: [•]
Main project features: [•]
Positions held: [•]
Activities performed: [•]

14. Certification:

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

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

BIDDING FORM L – HISTORICAL NON-PERFORMANCE AND LITIGATION HISTORY

| NON-PERFORMING CONTRACTS | | | |
|--|------------------------------------|---|--|
| <input type="checkbox"/> Contract non-performance did not occur within the last three (03) years prior to the Bid Submission Deadline based on all information on fully settled disputes or litigation (Affidavit to be provided) | | | |
| <input type="checkbox"/> Contract non-performance during the stipulated period. | | | |
| YEAR | OUTCOME AS PERCENT OF TOTAL ASSETS | CONTRACT IDENTIFICATION | TOTAL CONTRACT AMOUNT (CURRENT VALUE, PKR) |
| | | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | |

| PENDING LITIGATION | | | |
|--|------------------------------------|---|-----------------------------|
| <input type="checkbox"/> No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder/Consortium Member have been exhausted) (Affidavit to be provided) | | | |
| <input type="checkbox"/> Pending litigation (All pending litigation shall in total not represent more than fifty percent (50%) of the Bidder's/Consortium Member's net worth and shall be treated as resolved against the Bidder/Consortium Member) | | | |
| YEAR | OUTCOME AS PERCENT OF TOTAL ASSETS | DETAILS | TOTAL CONTRACT AMOUNT (PKR) |
| | | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | |
| | | | |

BIDDING FORM M – CASH AND FUNDING LINES

[This form will be used for evaluation of criteria D2]

Each Bidder and every member of the Consortium must duly fill this form.

| FINANCIAL DATA FOR PREVIOUS THREE (3) YEARS | | | |
|--|---------------|---------------|---------------|
| INFORMATION FROM BALANCE SHEET | | | |
| | YEAR 1 | YEAR 2 | YEAR 3 |
| CASH AND BANK BALANCES | | | |
| SHORT TERM INVESTMENTS | | | |
| FUNDING LINES | | | |
| TOTAL | | | |

- Proof of funding lines such as term sheets, commitment letters etc. with financial institutions (if applicable) must be attached. The Bidders must provide such proof by way of confirmation of the respective financial institution(s) which has provided such funding lines.
- In the case of a Consortium, only those Consortium Members proposed to be shareholders of the Special Purpose Vehicle (SPV), as specified in the Consortium Agreement, shall be considered for this criterion. The evaluation shall be based on the weighted average of the available cash and funding lines of such Consortium Members.

BIDDING FORM N – AVERAGE ANNUAL TURNOVER

[This form will be used for evaluation of criteria D3]

Each Bidder and every member of the Consortium must duly fill this form.

| |
|---|
| AVERAGE ANNUAL TURNOVER FOR THE PREVIOUS THREE (3) YEARS |
|---|

| | YEAR 1 | YEAR 2 | YEAR 3 | AVERAGE ANNUAL TURNOVER OF THE PREVIOUS THREE (3) YEARS |
|-------|--------|--------|--------|--|
| TOTAL | | | | |

- Proof of average annual turnover must be attached by the Bidder, or in case of a Consortium, by each Consortium Member.
- In the case of a Consortium, only those Consortium Members proposed to be shareholders of the Special Purpose Vehicle (SPV), as specified in the Consortium Agreement, shall be considered for this criterion. The evaluation shall be based on the weighted average of the average annual turnover of such Consortium Members.

BIDDING FORM O – TOTAL NET WORTH

[This form will be used for evaluation of criteria D1]

Each Bidder or member of a Consortium must fill in this form.

| FINANCIAL DATA FOR PREVIOUS 3 YEARS | | | |
|--|---------------|---------------|---------------|
| INFORMATION FROM BALANCE SHEET | | | |
| | YEAR 1 | YEAR 2 | YEAR 3 |
| TOTAL ASSETS | | | |
| TOTAL LIABILITIES | | | |
| CURRENT ASSETS | | | |
| CURRENT LIABILITIES | | | |
| NET WORTH | | | |

- Copies of audited financial statements which shall be signed and stamped by the auditor of the Bidder/respective Consortium Members (balance sheets including all related notes, and income statements) for the last three (03) years, as indicated above, complying with the following conditions:
 - (a) all such documents reflect the financial situation of the Bidder/every Consortium Member, and not sister or parent companies;
 - (b) Historic financial statements must be audited by a Chartered Accountant duly registered with Institute of Chartered Accountants of Pakistan;
 - (c) historic financial statements must be complete, including all notes to the financial statements;
 - (d) historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted);
 - (e) national tax number certificate (or equivalent) must be attached;
 - (f) tax return filed must be provided; and
 - (g) foreign Bidders/Consortium Members should submit national tax number certificate (or equivalent) of their country duly attested by consulate of their country or apostilled under the Apostille Convention.
- The Bidder/each member of the Consortium shall submit audited financial statements for the last three (03) years. For the avoidance of doubt, the audited financial statements of the latest financial year shall be evaluated to determine the net worth of the Bidder.
- In the case of a Consortium, only those Consortium Members proposed to be

shareholders of the Special Purpose Vehicle (SPV), as specified in the Consortium Agreement, shall be considered for this criterion. The evaluation shall be based on the weighted average of the total net worth of such Consortium Members.

PART B

FINANCIAL PROPOSAL

Within the envelope marked “*FINANCIAL PROPOSAL*”, each Bidder shall provide the following:

1. BIDDING FORMS AND OTHER DOCUMENTS

- 1.1 **LETTER OF FINANCIAL PROPOSAL** in the form attached hereto as Bidding Form A (*Letter of Financial Proposal*).
- 1.2 **FINANCIAL PROPOSAL STANDARD FORM** in the form attached hereto as Bidding Form B (*Financial Proposal Standard Form*)
- 1.3 **FINANCIAL MODEL FORM** in the form attached hereto as Bidding Form C (*Financial Model Form*).

BIDDING FORM A - LETTER OF FINANCIAL PROPOSAL

[DATE]

TO: FAISALABAD GARMENT CITY COMPANY (FGCC)
[•]²¹

RE: DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER OF THE FGCC PROPERTIES

Reference the Request for Proposals document issued on [•]²² (the **RFP**) by the Faisalabad Garment City Company (the **IMPLEMENTING AGENCY**) in relation to the Project.

Dear [Sir/Madam]:

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

Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the RFP.

We, agree, confirm, undertake and declare that:

- (a) we have examined and have no reservations to the RFP, including Addenda No(s) [•] / Corrigenda No(s) [•];²³
- (b) we, [including all Consortium Members,] fully and completely understand and accept the terms of the RFP and hereby undertake to comply with the requirements specified therein;
- (c) the Pre - Estimated Project Cost based on our Financial Proposal (read with our Technical Proposal) is PKR [**Insert Amount in Figures**]/- (Pakistani Rupees [**Insert Amount in Words**] Only);
- (d) we offer to perform and undertake the works and services in respect of the Project in conformity with the RFP, including the Concession Documents, without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the RFP including the appendices/annexures attached to the RFP;
- (e) we, [including all Consortium Members,] and the Contractors, as per the requirements of the RFP, respectively:
 - (i) have nationalities of Eligible Countries;

²¹ To be inserted.

²² To be inserted.

²³ To be inserted.

- (ii) do not have any conflict of interest; and
 - (iii) have not been declared ineligible / blacklisted by any of our employers, by any federal or provincial governmental or non-governmental department/agency in Pakistan, [or any International Organizations (e.g., UN Security Council, European Union, World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.)], as at the Bid Submission Deadline.
- (f) the Proposal consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred eighty (180) Days from the date fixed for the Bid Submission Deadline in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - (g) we understand that all the volumes, appendices/annexures attached to the RFP are integral parts of the RFP;
 - (h) we have reviewed and accepted the form of the PPP Agreement along with the schedules attached thereto and undertake to execute the same within the time period stipulated in Decision of Award;
 - (i) we acknowledge that the Implementing Agency (and the GoP) will be relying on the information provided in the Proposal and the documents accompanying them to determine the Most Advantageous Bidder. We certify that all information provided in the Proposal is true and correct and that nothing has been omitted which renders such information misleading;
 - (j) we satisfy and meet all the requirements specified in the RFP, including the qualifications requirements set out in the RFP and there has been no material event relating to us or, if we are a Consortium, to any of our Consortium Members, which would require disclosure to the Implementing Agency (and the GoP) or which might cause us to fail to become a Bidder;
 - (k) we understand that this Proposal, together with your written acceptance thereof included in your Decision of Award, shall constitute a binding contract between us, until the PPP Agreement is executed;
 - (l) we are not participating, as a Bidder in more than one Proposal in this Tender Procedure in accordance with the requirements of the RFP;
 - (m) we understand that the Implementing Agency may cancel the Tender Procedure at any time and that the Implementing Agency is not bound either to accept any Proposal that it may receive, without incurring any liability to the Bidders;
 - (n) we agree to permit the Implementing Agency, the GoP and any Persons, representatives or auditors appointed and authorized by the Implementing Agency and/or the GoP to inspect and audit our accounts, records and other documents relating to the Proposal;
 - (o) all the information submitted along with the Proposal, including the enclosed forms and documents, is accurate in all respects;
 - (p) we accept the right of the Implementing Agency to: (i) request additional information reasonably required to assess the Proposal; (ii) amend the procedures and requirements or make clarifications thereof; and (iii) extend or amend the timelines as stipulated in the RFP;

- (q) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Implementing Agency by us or on our behalf, in connection with or arising out of the Proposal are true, complete and accurate in all respects;
- (r) we hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it shall lead to our disqualification, and/or our blacklisting by the Implementing Agency;
- (s) we, [including all Consortium Members,] have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Proposal and the Project;
- (t) we undertake, if the Proposal is accepted, to furnish the Performance Security as per the requirements of the RFP;
- (u) we do hereby declare that the Proposal is made without any collusion, comparison of figures or arrangement with any other Person or Persons making a Proposal for the Project;
- (v) we understand that the RFP has been issued by the Implementing Agency for the Project; and undertake and confirm that if the Proposal is accepted, we and the Developer (to be incorporated by us, in case the Project is awarded to us), as applicable, shall execute the PPP Agreement and all other instruments as may be required to be executed in relation to the Project as per the requirements of the RFP; and
- (w) we confirm that the financial model advisor, who has issued the certificate required in terms of Part B (*Financial Proposal Requirements*) of Schedule 5 (*Proposal Evaluation And Award Criteria*) of the RFP and submitted with our Financial Proposal, meets the criteria for financial model advisor as specified in Part B (*Financial Proposal Requirements*) of Schedule 5 (*Proposal Evaluation And Award Criteria*) of the RFP.

NAME

IN THE CAPACITY OF

SIGNED

..... (SEAL)

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

DATE

WITNESSES

WITNESS 1:

Signature: _____

Name: _____

WITNESS 2:

Signature: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

CNIC/Passport No.: _____

CNIC/Passport No.: _____

BIDDING FORM B - FINANCIAL PROPOSAL STANDARD FORM

Bidder who quotes the lowest Bid Price based on the formulae relating to (a) lowest Pre-Estimated Project Cost, (b) lowest present value of VGF support (in the form of concessional loan), and (c) highest present value of the revenue to be shared with the Implementing Agency after debt servicing, shall be deemed to be the ***Most Advantageous Bidder***.

For the calculation of present values, a discount rate of ten percent (10%) should be used for the concession period of twenty-five (25) years. Frequency of time should be used on a quarterly basis for the first two (02) years of construction and on an annual basis for twenty-three (23) years of the operation period.

PRE-ESTIMATED PROJECT COST & VIABILITY GAP FUND

| CONSTRUCTION YEAR | QUARTER | PRE-ESTIMATED PROJECT COST (PKR) | PRESENT VALUE OF VIABILITY GAP FUND AMOUNT (DISCOUNTED AT THE RATE OF 10%) (PKR) |
|---------------------|---------|----------------------------------|--|
| CONSTRUCTION YEAR 1 | Q1 | | |
| | Q2 | | |
| | Q3 | | |
| | Q4 | | |
| CONSTRUCTION YEAR 2 | Q1 | | |
| | Q2 | | |
| | Q3 | | |
| | Q4 | | |
| TOTAL | | | |

NOTE:

Bidder who quotes the lowest Pre-Estimated Project Cost and the lowest present value ("PV") of VGF support will be awarded the highest marks.

The VGF support shall be capped at thirty percent (30%) of the Pre-Estimated Project Cost. Any Bidder proposing VGF support in excess of the thirty percent (30%) cap shall stand disqualified and shall not be considered for evaluation.

Furthermore, while preparing this section, Bidders may refer to Section 9.7 (Viability Gap Support/Concessional Loan) of this RFP.

IMPLEMENTING AGENCY REVENUE SHARE

| OPERATIONAL YEAR | BENCHMARK REVENUE AMOUNT (PKR) (A) | IMPLEMENTING AGENCY REVENUE SHARE (PKR) | PRESENT VALUE OF IMPLEMENTING AGENCY REVENUE SHARE (DISCOUNTED AT THE RATE OF 10%) (PKR) |
|--------------------------------|--|--|---|
| OPERATIONAL YEAR 1 | | | |
| OPERATIONAL YEAR 2 | | | |
| OPERATIONAL YEAR 3 | | | |
| OPERATIONAL YEAR 4 | | | |
| OPERATIONAL YEAR 5 | | | |
| ... | | | |
| OPERATIONAL YEAR 23 | | | |
| TOTAL | | | |

NOTE:

During the debt servicing period, if the actual revenues realized/earned by the Developer for each operational year are higher than the benchmark revenue of the respective year, the Developer will share seventy percent (70%) of the excess revenue with the Implementing Agency.

After the debt servicing period, if the actual revenues realized/earned by the Developer for each operational year are higher than the benchmark revenue of the respective year, the Developer will share with the Implementing Agency the amount of Implementing Agency revenue share quoted in the form above.

If the actual revenues realized/earned by the Developer for each operational year are lower than the benchmark revenue of the respective year, the Implementing Agency revenue share shall still be payable to the Implementing Agency by the Developer.

Bidder who quotes the highest present value ("PV") of Implementing Agency revenue share will be awarded the highest marks.

This PV shall be computed at a discount rate of ten percent (10%) over a period of twenty-three (23) years on the revenue arising from the FGCC properties.

BID PRICE

The Bid Price shall be calculated by the Implementing Agency for each Bidder based on the formulae relating to:

- (A)** Pre-Estimated Project Cost;
- (B)** Present value of the VGF (to be discounted at 10%); and
- (C)** Present Value of the agency revenue share after debt servicing (to be discounted at 10%).

The Bid Price shall be calculated as per the following formula:

$$\text{Bid Price} = (A) 40\% + (B) 40\% + (-C) 20\%$$

The bidder with the **lowest Bid Price** shall be declared as the ***Most Advantageous Bidder***.

Wherein:

| Sr. No. | CRITERION | WEIGHT |
|---------|--|--------|
| 1. | A = Pre-Estimated Project Cost (EPC Cost + Non-EPC Cost + Interest During Construction) | 40% |
| 2. | B = Present value of VGF support/concessional loan (Positive cash flow / Cost to the GOP) | 40% |
| 3. | C = Present value of Revenue Share on an annual basis offered to Implementing Agency (Negative cash flow / Earnings of the GOP) | 20% |

BIDDING FORM C – FINANCIAL MODEL FORM

Financial model (to be provided in an excel workbook / spreadsheet) and should have the following below components:

| YEAR | 1 | 2 | ... | 25 |
|----------------------------------|---|---|-----|----|
| REVENUE FROM [•]* | | | | |
| DEBT SERVICE COST | | | | |
| OPERATIONS AND MAINTENANCE COSTS | | | | |

**rows to be inserted for each revenue generating activity to be carried out on each Project Site.*

1. Project Cost breakup

| ITEM | TOTAL |
|--|--------|
| EPC COST | In PKR |
| [Details] | |
| | |
| | |
| | |
| NON - EPC COST | In PKR |
| [Details] | |
| | |
| | |
| INTEREST DURING CONSTRUCTION (IF APPLICABLE) | In PKR |
| | |
| TOTAL PRE-ESTIMATED PROJECT COST | In PKR |

2. FUNDING / CAPITAL STRUCTURE

| | | |
|--------------|--|--|
| PROJECT COST | | |
|--------------|--|--|

| | | |
|---------------------------------|------|--------|
| Private Party Equity | In % | In PKR |
| VGF support (concessional loan) | In % | In PKR |
| Commercial Lending | In % | In PKR |

Note: Bidders shall provide a breakdown of all expected costs for the Project (EPC and Non-EPC Costs), including (without limitation) construction, design/engineering costs, insurance cost, taxes, and consultancy charges (e.g. for the Independent Engineer and Independent Auditor).

Furthermore, the Bidder/Developer shall be required to inject a minimum equity contribution equivalent to twenty-five percent (25%) of the Pre-Estimated Project Cost. This equity commitment shall form part of the Bidder/Developer's financial obligations under the Project and shall be duly reflected in the financial model and supporting documentation. Any Bidder proposing an equity contribution of less than twenty-five percent (25%) of the Pre-Estimated Project Cost and stand disqualified from further evaluation.

SCHEDULE 5 - PROPOSAL EVALUATION AND AWARD CRITERIA

PROPOSAL EVALUATION AND AWARD CRITERIA

The Evaluation Criteria of the Technical Proposal and Financial Proposal shall be held under the Single Stage Two Envelope Procedure. The total score of the technical and financial evaluation shall be hundred (100) marks. A Bidder who secures minimum seventy (70) marks pursuant to evaluation below shall be eligible for the evaluation of the Financial Proposal.

I. EVALUATION OF THE TECHNICAL PROPOSAL

- a) A public Technical Proposal opening shall be held at the time, date and venue which shall be communicated to all Bidders.
- b) The Technical Proposal will be evaluated on the basis of Single Stage Two Envelope Bidding Procedure.
- c) Technical Proposal of Bidders meeting the Basic Eligibility Criteria and Technical Evaluation Criteria shall be considered and reviewed.

The Bidders securing at least (i) fifty percent (50%) in each category of the criteria listed under the Technical Evaluation Criteria; and (ii) minimum of seventy (70) marks or more shall be ranked from highest to lowest on the basis of their technical score and shall be considered for the opening of the Financial Proposals. Bidders who fail to obtain the minimum threshold and marks specified above shall not be considered for the opening of their Financial Proposals, and their Financial Proposals shall be returned unopened without any further consideration.

II. EVALUATION OF THE FINANCIAL PROPOSAL

Bidder who quotes the lowest Bid Price based on the formulae relating to (a) lowest pre-estimated project cost, (b) lowest present value of VGF support (in the form of concessional loan), and (b) highest present value of the revenue to be shared with the Agency after debt servicing, shall be deemed to be the **Most Advantageous Bidder**.

The Bid Price shall be calculated by the Implementing Agency for each Bidder based on the formulae relating to:

- (A) Pre-Estimated Project Cost
- (B) Present value of the VGF (to be discounted at 10%)
- (C) Present Value of the Implementing Agency revenue share after debt servicing (to be discounted at 10%)

The Bid Price shall be calculated as per the following formula:

$$\text{Bid Price} = (A) 40\% + (B) 40\% + (-C) 20\%$$

The bidder with the **lowest Bid Price** shall be declared as the **Most Advantageous Bidder**.

Wherein:

| SR. NO. | CRITERION | WEIGHT |
|---------|--|--------|
| 1. | A = Pre-Estimated Project Cost (EPC Cost + Non-EPC Cost + Interest During Construction) | 40% |
| 2. | B = Present value of VGF support/concessional loan (Positive cash flow / Cost to the GOP) | 40% |
| 3. | C = Present value of Revenue Share on an annual basis offered to Implementing Agency (Negative cash flow / Earnings of the GOP) | 20% |

SCHEDULE 6 PPP AGREEMENT

[•]