

# ***REQUEST FOR PROPOSAL***



## **CONSTRUCTION OF AFFORDABLE HOUSING APARTMENTS IN PUBLIC PRIVATE PARTNERSHIP (PPP) AT ASHIANA-E-IQBAL, BURKI ROAD, LAHORE**

**November 2014**



**Punjab Land Development Company (PLDC)**



**Lahore Development Authority (LDA)**

# AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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## Letter of Invitation

**Reference:** Affordable Housing Apartments at Ashiana-e-Iqbal, Burki Road, Lahore

Dear Bidder,

Lahore Development Authority (LDA) on behalf of The Punjab Land Development Company ("the Client"), Government of Punjab ("GoPb") hereby solicits proposals for the procurement of Affordable Housing Apartments ("AHA") at Ashiana-e-Iqbal, Burki Road, Lahore (the "Project") on a build-transfer ("BT") basis in accordance with the Punjab Public Private Partnership Act 2014.

All Bids must be accompanied by a Bid Security of **Rupees Fifty Million (PKR 50,000,000/-)**, in the form of an irrevocable bank guarantee from a commercial bank as found in Appendix B, or a bank draft, or a pay order, in accordance with the conditions specified in Section 3.8.

Bidders shall be required to compete on the terms of this RFP and the attached draft Development Agreement, and if successful, undertake the Project within the stipulated time.

Developer shall be required to finance, design, construct and develop Affordable Housing Apartments and Housing Scheme on Ashiana-e-Iqbal (Burki Road) and transfer such Project Assets to the Client for reimbursement in the form of developed residential, commercial, and public utility plots in the Housing Scheme. Developer shall be granted full propriety rights over such plots, including the right to sale and market.

The Project will be awarded through a single stage three envelope competitive bidding process ("Bidding Process") open to international and local bidders. In order for a Proposal to be evaluated, Bidders must meet all of the eligibility requirements stated herein.

Two (2) complete hard copies and one (1) complete soft copy of the Prequalification and Technical Proposals along with supporting documents (on CD/ DVDs), and one sealed Financial Proposal (with a soft copy of fully functional Financial Model in MS Excel spreadsheet) must be delivered no later than **3:00 p.m. PST on January 1, 2015**, as per the guidelines given in the Bidding Schedule provided in Section 1.

LDA and PLDC would like to thank Bidders for their interest in this important Project.

Sincerely,

Director General,  
Lahore Development Authority

## *AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL*

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### **IMPORTANT NOTICE**

This Request for Proposal (“RFP”) is provided to the recipient solely for use in preparing and submitting Bids for participation in the competitive process for procurement of Affordable Housing Apartments at Ashiana-e-Iqbal, Burki Road, Lahore under BT public-private partnership basis. This RFP is being issued by Lahore Development Authority on behalf of Punjab Land Development Company, solely for use by prospective investors for bidding for the Project.

All Bids will be evaluated by a Technical and Financial Evaluation Committee (TFEC) constituted by LDA for the purpose. The Committee will exercise these responsibilities in a fair and transparent manner, without preferential treatment or bias towards any Bidder or Bidders.

None of the above entities, nor their employees or consultants make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or any other document made available to any person in connection with the bidding process for the Project and shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient’s evaluation of the Project. Neither these entities nor their employees or consultants will be liable to reimburse or compensate the recipient, for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project as contemplated herein.

The RFP does not constitute a solicitation to invest, or otherwise, participate in the Project.

# AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

### GLOSSARY

Term	Meaning
<b>Activities</b>	All activities of the Developer or any of its representatives, agents, employees, suppliers, contractors, or sub-contractors in the course of performing the Developer's obligations under the Development Agreement.
<b>Advisors/ Transaction Advisors</b>	Various expert advisors as engaged by the Client or GoPb from time to time in order to assist with the implementation of the Development Agreement and any ancillary legal matters.
<b>Affordable Housing Apartments ("AHA")</b>	Affordable housing apartments in G+3 apartment buildings that are to be constructed on the Project Site by the Developer under the Development Agreement as, as more particularly described in Section 2.1 [ <i>Project Scope</i> ] of this RFP.
<b>Affordable Housing Site or AHA Site</b>	The land parcels in the Project Site dedicated for development of Housing Scheme area in which AHA Units are to be constructed.
<b>AHA Constructed Area</b>	The constructed area of an AHA Unit, excluding balconies and common building areas such as staircase, landing, etc.
<b>Applicable Law</b>	All laws, brought into force and effect by GoP and/or GoPb including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this RFP.
<b>Benchmark Interest Rate</b>	The benchmark rate for loans used by a Bidder in developing its Financial Proposal. It must be pegged to an interest rate for financing in Pakistan, such as KIBOR, for a specified term. The Benchmark Interest Rate must be expressed as a percentage to two decimal places and be independently verifiable.
<b>Bid</b>	A bid submitted by a Bidder in response to this RFP and containing Pre-qualification, Technical and Financial Proposals.
<b>Bid Security</b>	The security provided by the Bidder to the Client along with the Bid in a sum of Rupees Fifty Million (PKR 50,000,000/-), in the form of an irrevocable bank guarantee from a commercial bank as found in Appendix B or a bank draft, or a pay order, in accordance with the conditions specified in Sections 3.8.
<b>Bidder</b>	An enterprise, Joint Venture or Consortium that has Bid for the Project based on this RFP and its criteria.
<b>Bidder's Collaborator</b>	The Bidder, a Member or Participant of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Bidder's Key Individuals.
<b>Claims</b>	Claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments,

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contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity or lost revenues), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.

**Client / PLDC** Punjab Land Development Company, a company incorporated under the Companies Ordinance, 1984, with its registered office at 1-A, Off Club Road, G.O.R. 1, Lahore, Pakistan.

**Client's Representative / LDA** Lahore Development Authority, a statutory body corporate established pursuant to the Lahore Development Authority Act 1975, that has been legally entrusted by the Client to undertake this transaction and act on its behalf.

**Compliant Bid** Any Bid that (i) meets the eligibility requirements specified in Section 4 [*Evaluation Criteria*], (ii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Proposal specified in this RFP, (iii) meets the requirements of the RFP sufficiently and in such a manner that the Bid would be considered to be complete, competitive, and submitted in good faith by a Bidder who intends to fulfil all the requirements of this RFP; and (iv) in the reasonable opinion of the TFEC, is sufficiently detailed and complete that, if the TFEC decides that the Bid is compliant, it believes that the Financial Close based on that Proposal could occur within the timeframe specified in the RFP.

**Delivery Schedule** Schedule provided by the Bidder as part of the Bid using Form F4 of this RFP to define the number of apartments to be fully constructed and handed over to the Client in habitable condition (i.e. connected to services and associated infrastructure), in accordance with Section 2.3, that shall be appended as Annex IV of **Schedule G** [*Project Completion Schedule*] of the Development Agreement.

**Developer** Selected Bidder who in accordance with the terms of the Bid submitted by the Selected Bidder enters into the Development Agreement, undertakes the Project, fulfils and performs its obligations, and exercise its rights under the Development Agreement.

**Development Agreement** The Development Agreement, the draft of which is attached with this RFP, which sets forth the detailed terms and conditions for entering into a contract with the Developer and contains, among other things, the specifications for the design, construction, and transfer of the Project Assets, the scope of the services to be provided by the Developer and the Developer's obligations, the end of term requirements and other commercial terms.

**Competitive Selection Process/ Selection Process** The process of inviting prospective Bidders to submit Bids ("Request for Proposal" or "RFP") with the intent to enter into the Development Agreement for the proposed Project, evaluation of the Bids submitted in response to this RFP, selection of a Selected Bidder, and signing of the Development Agreement with the Developer.

**Equity** The sum representing the paid up equity share capital of the Developer for meeting the equity component of the Financial Package, and shall for

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convertible instruments or other such purposes of the Development Agreement include similar forms of capital, which shall compulsorily convert into equity share capital of the Developer, and any interest-free funds advanced by any shareholder of the Developer for meeting such equity component.

**Equity Internal Rate of Return** Projected blended rate of after-tax return of the Equity. This rate is nominal and takes into account the income tax of the Developer.

**Financing** Financing put into place by the Developer at the time of the Financial Close, which is sufficient for at least carrying out all of the design and construction of Works till transfer of first tranche of Plots as depicted in the Financial Model, and has been deemed adequate by the TFEC.

**Financing Agreement** The agreements executed by the Developer in respect of financial arrangements to be provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the total Project cost, and includes amendments or modifications made therein.

**Financial Close** The fulfillment of all conditions precedent to the availability of initial funds required for completion of the Project as agreed under the Financing Package.

**Financial Model** The financial model submitted by the Bidder in response to this RFP, which indicates the total capital cost of Construction and Development of the Project Assets and revenues therefrom, on the basis of which financial viability of the Project has been determined, and includes a description of the assumptions and parameters used for making calculations and projections.

**Financial Package** The package indicating the financial arrangements required for completion of the Project, as set forth in the Financial Model and agreed by the Client, and includes Equity, all financial assistance specified in the Financing Agreements, if any, and revenues resulting from the Project.

**Government Agency** Any federal, provincial, district or local government, ministry, department, commission, board, body, bureau, agency, authority, instrumentality, Court or other statutory, regulatory, judicial or administrative body, having jurisdiction over the Developer, the Project Site, the Works, the Project Assets, other than the Client or the Client's Representative.

**Handover Certificate** The certificate issued upon completion and transfer of AHA Units and associated infrastructure in accordance with Delivery Schedule as set forth in the Development Agreement.

**Housing Scheme or Scheme** Housing Scheme developed on the Project Site by the Bidder in compliance with the Lahore Development Authority Private Housing Schemes Rules 2014 and containing the AHA Site and Private Housing Site.

**Independent Engineer** The legal person designated as such in accordance with the **Article 15** of the Development Agreement.

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<b>Joint Venture / Consortium</b>	A group of two or more enterprises formed to submit a Bid, and if applicable, to carry out the Project in accordance with Section 3.4.
<b>Key Individual</b>	An individual who holds one of the following positions for a Bidder: <ul style="list-style-type: none"><li>• Project Director;</li><li>• Assistant Project Director;</li><li>• Person in charge of structure design;</li><li>• Person in charge of design;</li><li>• Person in charge of construction;</li><li>• Person in charge of operations and maintenance;</li><li>• Person in charge of structuring the financing; and any other individual designated as Key Individual by a Bidder.</li></ul>
<b>Lenders</b>	The financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Developer under any of the Financing Agreements for meeting all or any part of the total Project cost and who hold <i>pari passu</i> charge on the assets, rights, title and interests of the Developer to the extent as permissible in the Agreement.
<b>Letter of Award (LoA)</b>	The letter sent to the Bidder who submitted the Proposal with the highest total AHA Constructed Area, declaring it as the Selected Bidder, provided such Bidder has submitted a Compliant Bid.
<b>Member</b>	An enterprise that is part of a Bidder on an exclusive basis and that will invest equity in the Developer.
<b>Negotiation</b>	The negotiations held between the Client and the Selected Bidder, limited to terms and conditions not specified in this RFP and the Development Agreement.
<b>Participant</b>	An enterprise that is part of a Bidder on an exclusive basis and that will not invest equity in the Developer, but that will be responsible on behalf of a Bidder for at least one of the following elements: <ul style="list-style-type: none"><li>• 25% of the Development's design Activities;</li><li>• 10% of the Development's construction Activities.</li></ul>
<b>Plots</b>	The residential, commercial and public building plots developed on the Project Site and intended to be transferred to the Developer under the Conveyance Deed in terms of <b>Article 16</b> as saleable area of the Project Site.
<b>Private Housing Site</b>	The land parcels of the Project Site other than the AHA Site that are dedicated for development of Plots.
<b>Project</b>	The financing, design, construction and development of the Project Assets in accordance with the provisions of Development Agreement, and includes all works, infrastructure, facilities and installations relating to or in respect of the scope of the project.
<b>Project Assets</b>	All physical and other assets relating to and forming part of the Project Site as identified in <b>Section 2.1</b>
<b>Project Completion Certificate</b>	Certificate issued by the Client upon completion of construction of Works with respect to the Project Assets and successful testing of the same,



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having the meaning set forth in **Article 12** of the Development Agreement, and on the form that shall be set forth in Annex-I of the **Schedule G** [*Project Completion Schedule*] of the Development Agreement.

<b>Project Completion Date</b>	The date on which the Project Completion Certificate is issued.
<b>Project Completion Schedule</b>	The progressive Project milestones that shall be set forth in <b>Schedule G</b> [ <i>Project Completion Schedule</i> ] of Development Agreement for completion of the construction of the Project on or before the Project Completion Date.
<b>Project Site</b>	Land located at Ashiana-e-Iqbal, Burki Road, Lahore, which shall be handed over by the Client to the Developer pursuant to the Development Agreement for construction and development of the Project Assets.
<b>Proposal</b>	A portion of the Bid, specifically either the Prequalification Proposal, or the Technical Proposal or the Financial Proposal, submitted by the Bidder as part of the Bid.
<b>RFP</b>	This Request for Proposal, including all volumes, appendices, and addenda thereto, namely: <ul style="list-style-type: none"><li>• Volume-I: Request for Proposal (RFP);</li><li>• Volume-II: Draft Development Agreement; and</li><li>• Volume-III: Technical Data</li></ul>
<b>Selected Bidder</b>	The Bidder who offers the highest total AHA Constructed Area around benchmark number of 4.8 million square feet, as more particularly described in Section 4.4 [ <i>Financial Proposal Evaluation Criteria</i> ], and is selected by the TFEC pursuant to this RFP for the purpose of entering into the Development Agreement.
<b>Submission Deadline</b>	Deadline for Bidders to submit Bids as provided in this RFP, i.e. January 1, 2015, or any other date specified by the Client by way of addenda.
<b>Technical and Financial Evaluation Committee</b>	The committee formed by the Client for the purpose of analysing and evaluating the Bids and declaring the Selected Bidder.
<b>Works</b>	All works at the undertaken or required to be undertaken by the Developer during the construction period pursuant to the terms of the Development Agreement, as more particularly described in its <b>Article 4</b> [ <i>Scope of Project</i> ] of Development Agreement.

## Section 1

# Introduction

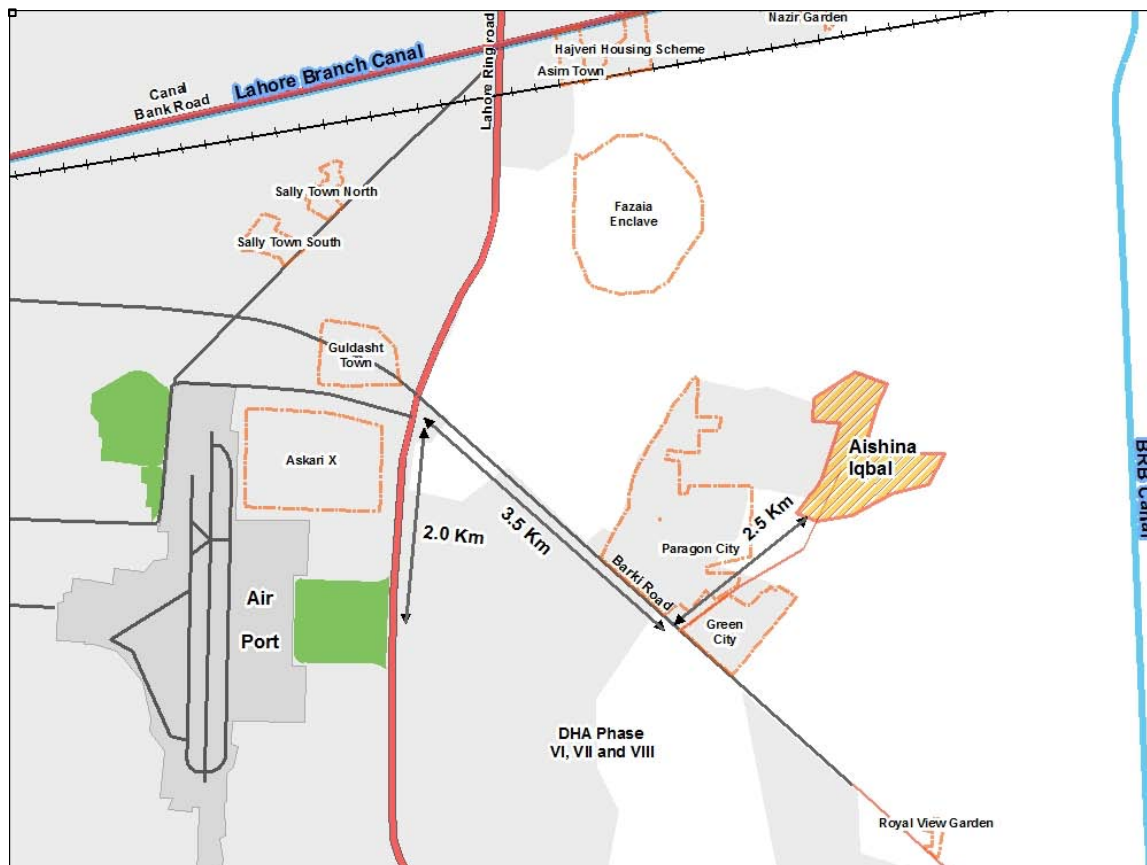
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The provision of affordable housing across Punjab has been assigned a top priority by the Government of Punjab for the next four years and for this purpose a pilot project is being undertaken to develop low cost apartment units at Ashiana-e-Iqbal site on Burki Road under a public-private partnership.

The Developer shall be required to finance, design, construct and develop a committed number of apartments, residential plots, commercial plots, public building plots, parks and green spaces, and associated on-site infrastructure at the site as the Client's scheme ("Scheme") and transfer such Project Assets to the Client on a Build-Transfer (BT) basis against a consideration of residential, commercial and public building plots in the Scheme.

Ashiana-e-Iqbal's location has been selected after carefully consideration of its attractive natural, administrative, economic and social conditions. The site is located in close proximity to the supporting infrastructure, power and water supply and allows easy access for low income groups to commute to work places in less than an hour using public transport.

Ashiana-e-Iqbal is located on Burki Road which connects to the Lahore Ring Road thereby providing easy access to Northern Lahore, Lahore Airport and DHA. Lahore School of Economics is located at a distance of approximately six (6) kilometres from the site. Accessible localities in the west include Upper Mall, Mughalpura, Harbanspura and Saddar. In south, DHA Phase 6 and Phase 8 are the two main residential localities having both residential and commercial establishments. These localities have all major amenities including educational institutions and healthcare facilities, employment opportunities for low-income households. In the east, lies the Tera reserve forest located at a distance of approximately three hundred (300) meters from the site. In the north, lie major establishments such as Sozo Water Park, Jallo Park, and Lahore Medical & Dental College etc.



**Ashiana-e-Iqbal Site Location**

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### **Bidding Schedule**

The tentative key dates in the selection process are as follows:

Public notice for Bidding	23 Nov 2014
Pre-bid meeting (I) to clarify issues and address queries	1 Dec 2014
Pre-bid meeting (II) to clarify issues and address queries	20 Dec 2015
Submission of Bids (3:00 p.m.)	1 Jan 2015
Opening of Pre-qualification Proposals (3:30 p.m.)	1 Jan 2015
Announcement of pre-qualified Bidders and opening of Technical Proposals (3:00 p.m.)	3 Jan 2015
Announcement of technically qualified Bidders and opening of Financial Proposals (3:00pm)	10 Jan 2015
Announcement of successful bidder (11:am)	15 Jan 2015
Signing of Development Agreement	25 Jan 2015
Financial Close	April 2015

## Section 2

# Project Scope

### 2.1. Development Agreement

The Client and Developer shall sign a Development Agreement (a draft of which is attached with this RFP) that shall establish the rights, obligations, risks and responsibilities of both the Client and the Developer.

The term of the Development Agreement will commence from signing of the Agreement. The Client expects the term to include sixty days for Financial Close as stated in **Article 14.1 [Financial Close]** of Development Agreement and three years design and construction of the Works with a two (2) year of Defect Liability Period of Project Assets as stated in **Article 23.1 [Defect Liability Period]** of Development Agreement.

#### **Performance Security**

Upon signing of the Development Agreement, the Developer shall be required to furnish a security for the performance of its obligations during the construction period and the Defect Liability Period.

The Developer shall have thirty (30) days from the signing of the Agreement to furnish an irrevocable and unconditional guarantee from a commercial bank for a sum equivalent to Rupees Two Hundred and Fifty Million (PKR 250,000,000/-) in the form set forth in Schedule K [*Performance Security*] of the Development Agreement as Performance Security.

Until such time that the Performance Security is provided by the Developer pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Client shall release the Bid Security to the Developer.

The Performance Security shall remain in force and effect till three (3) months after the date of expiry of the Defect Liability Period and may not be released if the Developer is in breach of the Agreement. In case of an occurrence of a Developer default as defined in the Developer's Agreement, the Client shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as damages.

### 2.2. Project Site

The Developer shall be required to finance, design, construct and develop a Housing Scheme at Ashiana-e-Iqbal site ("Project Site"), where an estimated 3,100 kanals of land shall be available for development of the Scheme.

The Client currently owns and possesses 3,160 kanals of land free of any encumbrances at the Project Site. However, part of the land shall be exchanged with landowners in the right of way of the 150ft external road being built by the Government to connect the Project Site to Burki Road.

For the purposes of this RFP, it shall be assumed that due to such adjustment, only 3,100 kanals of land is available for use of the Developer, and all calculations required for the Bid shall be based on this estimate. Area of land declared in the Development Agreement shall however be based on actual demarcation and Bid of Selected Bidder shall be prorated accordingly.

The Project Site shall comprise two distinct areas: Affordable Housing Site and Private Housing Site. The Developer shall be responsible for developing the Master Plan for the Scheme, while the Client shall be responsible for procuring approval of the Scheme from

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Government Agencies, including payment of any fees, costs, duties, taxes, charges, etc. incidental to such approvals.

### 2.3. Project Assets

The Developer shall transfer the following Project Assets to the Client in consideration of Plots in accordance with the Development Agreement:

- a. Finished apartments in G+3 buildings providing a total of *4.8 million square feet plus/minus Bidder offered amount of total AHA Constructed Area* (benchmark no. of 8,000 AHAs of 600 square feet covered area)
  - Apartments shall be of three types: one-bedroom (500 square feet) and two-bedroom (600 and 700 square feet). Actual number of each type of apartments shall be provided by the Client upon signing of the Agreement and the Bidder shall be obligated to construct such numbers within the committed total AHA Constructed Area without change in Bid.
  - Apartments in a building may be of any configuration, subject to the circulation requirements as described in section 2.2(b).
  - Apartments shall be constructed on the Affordable Housing Site, and may not constitute more than twenty-eight (28) percent of the Affordable Housing Site.
  - Apartments shall be fully constructed and transferred to the Client in habitable condition (i.e. connected with services and associated infrastructure) within three (3) years of signing of the Agreement, and in accordance to the following Delivery Schedule:

i. Year 1	Min. 20% AHAs
ii. Year 2	Min. 30% AHAs
iii. Year 3	Remaining 50% AHAs
- b. Developed area for the following uses as a minimum percentage of the area of the Affordable Housing Site (can be increased to enrich Proposal):

▪ Public and utility buildings	7%
▪ Parks and green spaces	12%
▪ Graveyards	2%
▪ Roads, parking and open spaces	41%
- c. Developed area in the Private Housing Site according to Applicable Law, and in accordance with the Master Plan approved by the Client.
- d. On-site infrastructure such as roads, water utilities, sewerage & drainage, lights, gas network, telecommunications network, footpaths, etc., as more specifically described in Sections 2.5 and 2.6.
- e. Interconnection with the external facilities and services that will be provided by the Government:

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- 150ft main road from Burki Road (which shall be extended by the Developer on the same specifications within Ashiana-e-Iqbal to serve as the main boulevard)
  - Trunk sewer line terminating at disposal station on Charrar Drain
- f. Electrification of scheme through LESCO grid station and gas connection from SNGPL.

### Handover

Construction and development of the Project Assets shall be deemed to be complete when the Project Completion Certificate is issued under the provisions of Article 12 of Development Agreement. Upon the issuance of the Project Completion Certificate, the Developer shall be required to handover possession of the completed Project Assets to the Client thereby divesting all its rights and/or obligation with respect to the completed Project Assets to the Client.

Interim transfer of fully constructed and habitable apartments in accordance with Delivery Schedule shall be deemed to be complete when Handover Certificate is issued under provisions of Article 12 of the Development Agreement.

### Defect Liability Period

With respect to the Project Assets, the Developer shall be responsible for all defects and deficiencies for a period of two (2) years from the date of issuance of Handover Certificate and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Client in the Project Assets during the aforesaid period. In the event that the Developer fails to repair or rectify such defect or deficiency within a period of fifteen (15) days from the date of notice issued by the Client, it shall be entitled to get the same repaired or rectified at the Developer's risk and cost. All costs incurred by the Client hereunder shall be reimbursed by the Developer to the Client within fifteen (15) days of receipt of demand thereof.

### 2.4. Project Receivables

As reimbursement of Developer's investment in constructing and developing Project Assets defined in Section 2.1, the Client shall transfer ownership of the following Plots in the Scheme to the Developer by executing Conveyance Deeds granting proprietary right of such Plots to the Developer:

- a. Commercial Plots in the Scheme; and
- b. Residential and Public Building Plots on the Private Housing Site.

### Plot Transfer Schedule and Mechanism

The Client shall transfer the ownership of the aforementioned land progressively in proportion to the percentage of Works completed by the Developer (as shall be provided in **Schedule B** [*Construction & Development Plan*] of the Development Agreement and as determined by an Independent Engineer pursuant to **Article 11** [*Monitoring of Construction and Development of the Project*] of the Development Agreement). The percentage of land transferred to the Developer at any given time may not exceed the percentage of Works



completed by the Developer as determined by the Independent Engineer.

The plot transfer schedule ("Plot Transfer Plan") will be mutually agreed between the Developer and the Client, and shall clearly identify the plots to be transferred upon achievement of Project Milestones as shall be defined in **Schedule G** [*Project Completion Schedule*] of the Development Agreement. The Plot Transfer Plan shall be appended as Annex III of **Schedule G** [*Plot Transfer Schedule*] of the Development Agreement.

### **Developer's Rights**

The Developer shall have propriety rights to sale and market the transferred Plots, subject to Applicable Law.

## **2.5. Project Design**

Notwithstanding any other requirements of this RFP, the Bidder shall be required to submit the following as part of the Technical Proposal:

- Floor plan of the three types of proposed Affordable Housing Apartments (one-bedroom apartment of 500 square feet, and two-bedroom apartments of 600 square feet and 700 square feet)
- Floor plan of the proposed Affordable Housing Apartment building
- Front elevation of the proposed Affordable Housing Apartment building
- Site plan of Affordable Housing Site indicating apartment buildings, road network, facilities for residents, safety and security features, sewerage and water supply outline, etc.
- Indicative master plan of Ashiana-e-Iqbal Scheme showing Affordable Housing Site, boundary of the Private Housing Site without detail, main road network, and any common facilities and infrastructure (in case any public spaces are shared across the two sites, these should be clearly identified and calculations to determine compliance to bidding requirements and Applicable Law).

## **2.6. Detailed Project Design**

After signing of the Development Agreement, the Developer shall be required to carry out the Detailed Design of the Project, which shall be subject to the of the Client in accordance with the Developer's Agreement. The detailed design shall be submitted after the following:

- a. Detailed reconnaissance of the Project and review of all material/documents provided with this RFP or otherwise;
- b. Topographic survey, geotechnical investigation and independent authentication of any technical data provided in this RFP or otherwise;

The Detailed Project Design shall include detailed drawings equipped with technical reports and specifications for each discipline including master plan, architectural layouts of the apartments and buildings (including details of all internal and external services), architectural details, structural details, road infrastructure, water supply infrastructure, sewerage infrastructure, electricity infrastructure, gas infrastructure and safety and security features. All drawings shall follow standing drafting standards.

### **Architectural Drawings**

In preparing the architectural drawings of the Affordable Housing Apartments, the Developer shall ensure that:

- Apartments are either one-bedroom (500 square feet plinth area) or two-bedroom (600 or 700 square feet plinth area), having minimum one living room, one kitchen, one bathroom (that may be partitioned for separate shower) and one balcony
- Apartment building is a G + 3 (four) building with good design aesthetics
- Floor layouts of apartments and apartment buildings cater to prevalent population density, local taste preferences in terms of space, functional and privacy requirements and have good ventilation, circulation and natural light
- Stairs accommodate planned pattern of apartments and provide enough space for circulation as required by international standards (demonstrated by calculations)
- All spaces are used efficiently and compact spaces are used to provide functionality such as storage, placement of home appliances, etc.
- Apartments incorporate design elements that seek to regulate internal temperature and keep provision for use of innovative materials that may make the accommodation liveable and energy efficient
- Apartments include provisions for fire safety and disaster management as per Applicable Law
- All aspects of the drawings conform to LDA standards, or in the absence of such, international standards (with reference) and are prepared by certified professionals with prior hands-on experience of such work at an equivalent level of responsibility

### **Structural Design**

In preparing the structural design of the buildings, the Developer shall ensure that:

- Structural designs are based on ACI, UBC97 and Pakistan Building Code 2007.
- Structures are designed for dead, live, earthquake, wind, differential settlement etc.
- Foundation is designed for allowable bearing capacity as per the soil investigation carried out by the Developer
- Earthquake zone is considered as per Pakistan Building Code 2007
- Design report comprises design summary, design criteria, analysis & design
- All drawings are produced as per drafting standards.

### **Master Plan**

In preparing the final Master Plan of the Scheme, the Developer shall be obligated to:

## *AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL*

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- Conform to town planning rules stipulated by the LDA PHS Rules – 2014 and follow international standards (with reference) for high density living to provide quality urban living to residents of the Affordable Housing Units. All criteria must be clearly mentioned with reference calculations.
- Clearly demarcate the boundaries of the Ashiana-e-Iqbal Scheme, Affordable Housing Site and Private Housing Site.
- Clearly demarcate plots with identifying numbers and measurements.
- Organize the Affordable Housing Apartment buildings in community blocks with common green areas in the centre (triangular, pentagonal, or any other pattern) that allow residents to develop micro-communities and ensure natural circulation, lighting and privacy
- Place community facilities such as parking, sports ground, mosques, banks, schools, transport etc. in a manner that they are easily accessible by foot from each AHA
- Allocate space for the following facilities (and indicate with clearly marked details using a legend):
  - Separate primary, middle and secondary schools for boys and girls
  - Separate college for boys and girls
  - Mosques
  - Primary healthcare clinics
  - Hospital
  - Public library, post office, police station, bank, fire station, ambulance station, day-care centre graveyard, community hall/cultural centre, sports club, playgrounds, parks and landscaping
  - Parking (adequacy should be demonstrated with supporting calculations)
  - Road network with walkways and islands
  - Water supply infrastructure
  - Sewerage and drainage infrastructure
  - Sui gas infrastructure
  - Boundary walls and other security features
  - Commercial areas
- Provide direct access to the Affordable Housing Site from Burki Road by extending the 150ft link road across the Scheme
- As far as is commercially feasible, place open spaces and commercial areas in a manner that integrates the two schemes and creates a sustainable community as a whole
- Engage certified professionals with prior hands-on experience of undertaking such a project at an equivalent level of responsibility
- Conform to ACI, UBC97, AASHTO, PBC and other applicable design standards

# ***AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL***

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## **Roads**

In designing the road network, the Developer shall ensure that:

- Access roads, roads within the Scheme, walkways, islands, median, and service roads conform to LDA-defined standards, or in the absence of such, international standards (with reference).
- Road capacities cater to the population density (and are backed up by supporting calculations or traffic model)
- Geometric and pavement design of roads conforms to AASHTO standard and local codes if any are applicable
- Walkways are provided all along roads and streets as per AASHTO with special consideration of creating a pedestrian friendly environment

## **Water Supply**

In designing the water supply system, the Developer shall ensure that:

- Design is based on minimum 30 years life period that caters to a mean population of seven (7) people per AHA and gives special attention to water conservancy
- Distribution network works as a gravity system using overhead water tanks that provides 24/7 water availability to residents (demonstrated by a computer model) with a fall-back system of provision through direct pumping
- Per capita water consumption is calculated keeping in view the proposed pattern of urban living (and backed up by supporting calculations and references) and distribution network is sized on simultaneous use of fixture unit's demand.
- Water sources and their distribution systems are zoned so that they are independent however all sources are integrated in a manner that in case of failure of any particular source, water source of another zone may be utilised
- Minimum residual pressure in the distribution system should be adequate enough to reach the topmost storey by gravity flow (instead of relying on ground storages and pumping)
- Quality of water is certified from a patent laboratory such as PCSIR or UET and meets international standards for drinking water (in case it is required, water treatment solution may be proposed)
- Water is available for fire fighting
- Water supply system is designed by competent professionals and the design conforms to WASA standards, or in the absence of such, international standards (with reference)

## **Sewerage and Drainage**

In designing the sewerage and drainage system, the Developer shall ensure that:

- Drainage and sewerage systems are maintained independently
- At least eighty-five (85) percent of water supply is considered as sewage
- BOD level of sewage effluent is reduced to an acceptable level as per prevailing

## **AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL**

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standards using adequately-sized septic tanks (supported by calculations)

- Sewerage system is underground using pipes as per WASA standards, or in the absence of such international standards, with adequate manholes for inspection
- Sewerage system provides external disposal by terminating at the trunk sewer provided by the Government for Ashiana-e-Iqbal
- Storm water is captured from rooftops and diverted to drainage system
- Drainage system is designed on a 10-year return period (demonstrated by supporting calculations) and, as far as is possible, is able to divert storm water to green spaces for reabsorption
- Sewerage and drainage components are designed as per LDA/TEPA/WASA design criteria, or in the absence of such, international standards (with reference)

### **Electricity, Lighting and Utilities**

In designing the electricity and lighting network, the Developer shall ensure that:

- Each apartment has independently metered access to electricity and gas, and has point access to a telecommunications network for internet and television
- Electricity network is underground, conforms to LESCO standards, and connects to a grid station
- Gas network is underground, conforms to SNGPL standards, and connects to the gas mains
- Illumination adopts the overall principle of reducing crime by eliminating dark spots in susceptible areas such building entrances and exits, public buildings and parks exits, parking areas, footpaths, boundary walls, etc.
- Outdoor lighting in apartment buildings adequately illuminates yards, walkways and parking areas
- Street lights adequately illuminate roads and streets as per TEPA standards, or in the absence of such, international standards (with reference)
- All public lights are energy efficient

### **2.7. Project Construction**

The Developer shall be responsible for the construction of the Project Assets in accordance with the approved Detailed Design, Project Completion Schedule, and the Development Agreement.

#### **Apartments**

Construction of committed number of apartments in G+3 buildings in conformity with ACI, UBC97, Pakistan Building Code 2007 and other applicable codes, which meet the following minimum finishing standards:

- Flooring of porcelain tiles 12"×12", which are Master- or Sonex- made or equivalent
- Internal walls finished with emulsion paint of approved make on 1/2" thick

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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cement sand plaster of 1:3 mortar ratio, or in the case of prefabricated walls, appropriate insulation

- External walls finished with weather shield paint of approved make on cement sand plaster of appropriate ratio (1:3), or comparable coloured finish in the case of prefabricated walls
- Ceiling finished with distemper of approved make over cement sand plaster
- Roof treated in all respects for insulation, water proofing, and drainage
- Windows of anodized aluminium frame of 1.6mm gauge with 5mm thick tinted glass along with allied fixtures such as gasket, closet and wire gauze. All windows at the ground floor shall be provided with steel grill of ½" MS square bar with maximum 6" spacing, finished with enamel paint.
- Internal doors are 1½" (40mm) thick hollow flush doors with commercial ply (3 ply) on both faces of deodar wood shutter frame 1¼" (30mm) thick, partial wood braces at about 3" (75mm) apart and deodar wood lipping 1½"x3/8" (40mmx10mm) fixed with M.S. chowkat (frame) including chromium plated fittings (without sliding bolt or lock), complete in all respects, M.S. angle iron 1½"x1½"x¼", welded (40 mmx40 mmx 6mm) with M.S. flat 2"x¼" (50mm x 6mm) and finished with paint/polish of approved make
- External main door is 1½" (40mm) thick solid flush door shutter (approved factory manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1½"x3/8" (40mm x 10mm) around shutter, including chromium plated fitting, iron hinges with aluminium kick plate 22 SWG on both sides and fingerplate complete in all respect, and finished with polish of approved make
- Each room furnished with adequate lighting, fans and power sockets
- Each bedroom with a wooden wardrobe of 5.5" x 8" x 2" (substitute cabinet in lounge in case of one-bedroom apartment)
- Kitchen
  - 12"x12" Master- or Sonex-made porcelain tiles or equivalent on floors
  - Glazed tiles on walls up to five (5) feet
  - Vin board cabinet 3/4" thick with drawers 3" high and 1½' deep without back, complete in all respects, such as handles, hinges, screws, termite proofing, polishing with synthetic enamel, etc.
  - Stainless steel sink with marble countertop (1" thick, 2' wide and 6' long) finished with chemical polish
  - Sui-gas and electricity point for countertop stove
  - Exhaust fan
- Bathroom
  - 8"x12" glazed tiles on floor
  - Glazed tiles on walls up to five (5) feet
  - WC, washbasin and shower
  - Toilet paper holder, soap dish, towel rail, 5mm mirror

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

### **On-site Infrastructure**

The Developer shall develop on-site infrastructure required to make the Scheme habitable, which shall include, but not be limited to, the following:

- Construction of roads and other related facilities in conformity with AASHTO standards with paver of compressive strength 7,000 psi for walkways and parking
- Construction of sewerage supply and water supply network (using HDPE pipes) in accordance with American/ British/WASA standards and installation of tube wells to meet the water requirements of the Affordable Housing Apartments and future residents of the Scheme
- Construction of electricity transmission network, road lighting, and underground utility connections as per WAPDA/LESCO/LDA/TEPA standards and getting main electricity connection from LESCO
- Construction of gas transmission network as per SNGPL standards and getting mains connection from SNGPL
- Construction of telecommunication network as per international standards and arrangement of service from a commercial provider
- Preparation of ground for planting of shrubs, edges, ground covers by trenching the existing soil to a depth of 20cm removal of unsuitable soil, stones roots, debris etc. according to PHA standards, or in the absence of such, international standards (with reference)
- Planting of trees at regular interval on both sides and central island of roads.

### **Construction Performance Standards**

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

## ***AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL***

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

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



- a vehicle with a driver for the sole use of the laboratory for testing equipment and samples, and transporting laboratory technicians for carrying out site inspections and testing
- with two sets of latest editions of prescribed standards (one to be placed in the laboratory and other for the Independent Engineer);
- Quality control tests shall be carried out as per ACI, ASTM, AASHTO and other applicable recommendations in the presence of the Independent Engineer
- All tests required upon completion of construction shall be completed to the satisfaction of the Independent Engineer
- As-built drawings shall be submitted to the Client on the Project Completion Date
- Site shall be free from any debris, construction material and machinery from site during Defect Liability Period

### **2.8. Financing**

The Developer is responsible for financing the Project including the design and construction, in accordance with the Development Agreement. The Project may be financed by debt capital, provided the Developer commits at least ten (10) percent equity in the Project. The Developer may incorporate a company exclusively for the purpose of implementing the Project ("Project Company" or "SPV").

### **2.9. Taxation**

The Developer shall be liable to pay federal, provincial and local taxes as they exist on the day of the grant of project. Any change in law resulting in increase or decrease of taxes shall be adjusted as and when such a change occurs in accordance with the Development Agreement.

The Bidder must state its acceptance of these obligations and show in its Financial Model the extent and timing of its tax provision and the proposed tax depreciation policy that will be adopted for each category of asset. The residual value of all assets at the end of the construction period should be assumed to be zero (0) for taxation purpose.

### **2.10. Environmental matters**

In order to comply with the regulatory requirement of environmental laws of Pakistan, Pakistan Environmental Protection Agency (Review of IEE/EIA), Regulations 2000, the Developer shall have to conduct a detailed Environmental Impact Assessment study during the design stage of the Project to assess the potential environmental impacts of the Project.

The Developer will be required to ensure that the design and construction of the Works is carried out in accordance with all laws, regulations and appropriate practices for protection of the environment and all necessary approvals are acquired by the Developer prior to commencement of construction.

## Section 3

# Information to Bidders

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## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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### 3.1. General

- 3.1.1. Bidders are hereby invited to submit a Pre-qualification Proposal, Technical Proposal and a Financial Proposal in response to this RFP.
- 3.1.2. The Project shall be awarded in accordance with the Bidding Schedule indicated in Section I and executed in accordance with the Project Milestones as set out in **Schedule G** [*Project Completion Schedule*] of the Development Agreement.
- 3.1.3. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Law and regulations, the general and local conditions associated with implementing the Project and any other matters considered relevant by them.
- 3.1.4. The Client shall make available relevant Project data and reports. Each Bidder is responsible for examining the information that is available in a diligent and timely manner.
- 3.1.5. While the information set out, or referred to, or included by reference in this RFP, has been prepared and included in good faith, the Client gives no representation whatsoever that it is comprehensive or that it has been independently verified.
- 3.1.6. Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the Client or against any of its Advisors with respect to such information.

### 3.2. Award of Project

- 3.2.1. It is anticipated that through the Competitive Selection Process, one of the Bidders will be selected to become the Selected Bidder who will then be offered the opportunity to become a party (the “Developer”) to a BT Agreement (the “Development Agreement”) for the delivery of the Project.
- 3.2.2. Proposals from the Bidders will be evaluated on the basis of the criteria specified in Section 4. The Client shall select the Bidder that offers the highest total AHA Constructed Area, as more particularly described in **Section 4.4** [*Financial Proposal Evaluation Criteria*], provided that the Bid is Compliant.

### 3.3. Structure of the RFP

- 3.3.1. This RFP contains the following three volumes and their respective appendices:
  - Volume-I: Request for Proposal (RFP)
  - Volume-II: Draft Development Agreement
  - Volume-III: Technical Data

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## Joint Venture/Consortium

- 3.3.2. Bidder may submit a Bid in a Joint Venture or Consortium of two or more enterprises, provided such Bid shall be signed by all Members in the Joint Venture/Consortium so as to legally bind all Members, jointly and severally. A valid legal instrument in the manner specified in Appendix G [*Format of Joint Venture/Consortium MoU*] providing such commitment shall be submitted with the Bid.
- 3.3.3. The acceptance of a Bid submitted by a Joint Venture/Consortium in no way construes any commitment towards any of its Member individually or as a Member in any other Joint Venture or Consortium or association.
- 3.3.4. In case of dissolution of a Joint Venture/Consortium, the Bid shall be deemed to be disqualified unless written approval is granted by the Client for substitution of any Member of the Joint Venture/Consortium.

## 3.4. No obligation to select or proceed

- 3.4.1. Notwithstanding anything contained in any other section of this RFP, by submitting a Proposal, the Bidder and each Member acknowledges and agrees that:
  - a. the Client may, at its discretion, refuse to consider and completely withdraw from the Competitive Selection Process, or decide to proceed with the Project under a new PPP procurement process, or decide to proceed with the Project in some manner other than as a PPP; or reject any Proposal that, in the opinion of the Client, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the Client, or contains false or misleading statements, claims or information, or omits any material information that must be submitted under the RFP by a Bidder or a Bidder's Collaborator;
  - b. the Client is not obliged to accept the Proposal that offers the best bid i.e. highest total AHA Constructed Area as more particularly specified in Section 4.4 [*Financial Proposal Evaluation Criteria*], if this Proposal is not a Compliant Bid and that the Client's decision with respect to the compliance or non-compliance of a Proposal is final. The Client is in no way obliged to consult the Bidder in making that decision.

## 3.5. Costs and expenses incurred by the Bidders

- 3.5.1. All costs, expenses and liabilities incurred by any Bidder or Joint Venture/Consortium Member in connection with the preparation and submission of the RFP, including the provision of any additional information, attendance at meetings, conducting due diligence and in discussion with the Client shall be borne by the Bidders and Joint Venture/Consortium Members.

## 3.6. Documents

- 3.6.1. Bidders must prepare their Proposals using the attached forms listed in the Section 5 [*Standard Proposal Forms*] and provide all supporting documentation.
- 3.6.2. Bidders requiring a clarification of this RFP or attached documents must notify the Client, in writing, not later than five days prior to the pre-bid meetings. Any request for clarification in writing, or by email, shall be sent to the Client's address indicated in Letter of Invitation. The

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Client shall respond in writing in the form of the minutes of the pre-bid meetings, copies of which shall be sent to all Bidders who have purchased this RFP.

- 3.6.3. At any time before the submission of Bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP by amendment. The amendment shall be sent in writing or by email to all Bidders who have purchased this RFP, and will be binding upon them. The Client may at its discretion, extend the deadline for the submission of Bids.
- 3.6.4. Each Bidder shall nominate a representative for liaison with the Client and provide the representative's details including designation and all relevant contact details.

### 3.7. Bid Security

- 3.7.1. Each Bidder's Proposal must be accompanied by a Bid Security in the amount Rupees Fifty Million (PKR 50,000,000/-) that shall remain valid for a period of 90 days.
- 3.7.2. The Bid Security must be in the form of an irrevocable bank guarantee issued by a commercial bank according to the specimen provided in **Appendix B** or a bank draft or a pay order.
- 3.7.3. The Bid Security shall be released to unsuccessful Bidders once the Development Agreement has been signed with the Successful Bidder or the validity period has expired.
- 3.7.4. Any Bid not accompanied by a Bid Security in the amount required will be rejected by the Client as non-responsive.
- 3.7.5. The Client may appropriate the Bid Security in the following circumstances:
  - a. If a Bidder:
    - i. withdraws its Bid during the period of bid validity; or
    - ii. is found to have violated any of the fair practice clauses of this RFP.
  - b. If the Successful Bidder fails within the specified times to:
    - i. sign the Development Agreement; or
    - ii. furnish the necessary Performance Security as specified in Development Agreement;

### 3.8. Submission of the Proposals

- 3.8.1. Bidder shall submit one original Pre-qualification Proposal, one original Technical Proposal and one original Financial Proposal and two (2) hard copies and one (1) soft copy of the Pre-qualification and Technical proposals. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. The Pre-qualification, Technical and Financial Proposals shall be placed in sealed envelope clearly marked "**Pre-qualification Proposal**", "**Technical Proposal**" and "**Financial Proposal**" separately. These three envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Letter of Invitation. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE."
- 3.8.2. Financial Proposal shall include a fully functional, non-restricted, dynamically linked Financial Model in Excel spreadsheet form (on CD/DVDs).

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- 3.8.3. In the event of any discrepancy between the original and the copies of the proposal, the original shall prevail. The original and each copy of the Technical and Financial Proposals shall be prepared in indelible ink and shall be signed by the authorized Bidder's representative. The representative's authorization shall be confirmed by a written power of attorney included in the Pre-qualification Proposal. All pages of the Pre-qualification, Technical and Financial Proposals shall be initialed by the authorized Bidder's representative and be page numbered.
- 3.8.4. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialed by the person or persons signing the proposal
- 3.8.5. The completed Pre-qualification, Technical and Financial Proposals shall be delivered on or before the time and date stated in Bidding Schedule provided in Section I. Proposals received after the Submission Deadline will be returned to the sender unopened.
- 3.8.6. The Bid shall be valid for **90 days** from the date of its submission. In exceptional circumstances, prior to expiry of the original bid validity period, the Client may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will extend the validity of its Bid Security correspondingly.

### **3.9. Opening of the Bids**

- 3.9.1. TFEC will open the Bids, in the presence of Bidders, or their authorized representatives, who choose to attend the Bid opening on the date given in Bidding Schedule in Section 1. The Bidders' representatives who are present shall sign a register in evidence of their attendance
- 3.9.2. TFEC will examine the Bids to determine whether they are complete, whether the requisite Bid Securities have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- 3.9.3. Any errors or omissions in a Bid will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their Bids to the TFEC's satisfaction. However, under no circumstances can Bidders amend their quoted total AHA Constructed Area as the result of clarifying or rectifying their Bids.
- 3.9.4. The Bidder's names, bid withdrawals (if any), the presence of the requisite Bid Security and such other details as TFEC at its discretion, may consider appropriate, will be announced at the Bid opening.
- 3.9.5. TFEC shall prepare detailed minutes of the Bid opening for transparency and its own record.

### **3.10. Selection of the Selected Bidder and announcement**

- 3.10.1. The TFEC will choose, from among the Compliant Bids, the Bidder with the Financial Proposal that offers the highest total AHA Constructed Area as more particularly specified in Section 4.4 [*Financial Proposal Evaluation Criteria*].
- 3.10.2. The TFEC shall issue a Letter of Acceptance ("LOA") to the Bidder that submitted the Proposal referred to in Section 3.11.1 that declares the Bidder as the Selected Bidder. A copy of the LOA shall be sent to all participating Bidders for information.
- 3.10.3. The Client may require the Selected Bidder to incorporate a special purpose vehicle ("Project

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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Company”) to sign the Development Agreement with the Client.

- 3.10.4. After signing of the Development Agreement, the Selected Bidder (known from then on as the “Developer”) will have thirty (30) days to provide the Client with a Performance Security or convert its Bid Security into Performance Security, as provided in Article 9.1 of the Development Agreement.

### 3.11. Potential changes to or termination of the Competitive Selection Process

- 3.11.1. The Client may, at its discretion, at any time till the Bid submission date, and for any reason, without becoming liable to the Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Competitive Selection Process, by modifying the limits and scope of the Project, by extending any deadline or time limit specified herein, or by suspending, postponing, or terminating all or any part of the Competitive Selection Process. Any addendum will have to be issued by the Client in writing, and will have to be explicitly identified as an addendum to this RFP.
- 3.11.2. Without limiting the scope of the foregoing paragraph, even though the Client intends to name a Selected Bidder and sign the Development Agreement, if the Client fails to receive at least one Compliant Bid, the Client reserves the right to terminate the Competitive Selection Process.
- 3.11.3. If the Client terminates the Competitive Selection Process, the Client reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder’s ideas and concepts, based on the approach that the Client considers to be most suitable, which does not exclude the involvement of one or more of the Bidder’s Collaborators.
- 3.11.4. The Client reserves the right to terminate the Competitive Selection Process. The Client shall, upon request of any of the Bidders, communicate to such Bidder, grounds for the cancellation of the Competitive Selection Process, but is not required to justify such grounds.

### 3.12. No Contract

- 3.12.1. No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form found in **Appendix D**), and under no circumstances constitute an offer to enter into a contract with any party whatsoever.
- 3.12.2. The Client or the TFEC does not have an obligation, responsibility, commitment, or legal liability toward any Bidder or any Bidder’s Collaborators arising from this RFP or any Bid submitted in response to it, or from the Competitive Selection Process.

### 3.13. No Collusion

- 3.13.1. By submitting a Bid, the Bidder, each Member, and each Collaborator, represent and confirm to the Client, with the knowledge and intention that the Client may rely on such representation and confirmation, that its Bid has been prepared without collusion or fraud, and in fair competition with the other Bidders and the Bids of the other Bidders.
- 3.13.2. The Client reserves the right to disqualify any Bidder that in the Client’s opinion has engaged in collusion in connection with this Project.

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### **3.14. Project Team**

3.14.1. None of the Advisors or persons related to the Client may work for a Bidder in connection with the project, nor assist with submitting their Bid or any other subsequent stage of the Competitive Selection Process. Any violation of these conditions will result in the disqualification of the Bidder.

### **3.15. No Lobbying**

3.15.1. Bidders and their Collaborators shall not attempt to communicate directly or indirectly with any representative of the Client, the TFEC, or any of the Advisors at any stage of this Competitive Selection Process, including during the evaluation process, except as expressly directed or permitted by the Client, or except as may be required and permitted under another procurement competition, Project or assignment, in which event the Bidder will not have any discussions regarding the Project.

3.15.2. The Client reserves the right to disqualify any Bidder that, in the Client's opinion, has engaged in lobbying.

### **3.16. No Claims**

3.16.1. Neither the Client, nor any of the Advisors will be liable to any Bidder, or any of its Members, for any Claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder, or any of its Members, in preparing and submitting a Proposal, or participating in negotiations for the signing of the Development Agreement, or any other activity related to or arising out of this RFP.

### **3.17. No Conflict**

3.17.1. A Bidder shall not have a conflict of interest that affects the Competitive Selection Process. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, the Client shall appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a conflict of interest that affects the Competitive Selection Process, if:

- a. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or



## ***AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL***

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- e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- f. such Bidder has participated as a consultant to the Client in the preparation of any documents, design or technical specifications of the Project

3.17.2. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical Advisor of the Client in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project till the execution of the Development Agreement. In the event any such Advisor is engaged by the Selected Bidder or Developer, as the case may be, after issuance of the LOA, then notwithstanding anything to the contrary contained herein or in the LOA, and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security, as the case may be, which the Authority may have there under or otherwise, the LOA, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

3.17.3. The Client reserves the right to disqualify any Bidder that in the Client's opinion has a conflict of interest, whether such conflict exists now or is likely to arise in the future

### **3.18. Changes to the composition of a Bidder**

3.18.1. Where the Bidder is a Joint Venture/Consortium, change in composition of the Joint Venture/Consortium may be permitted by the Authority during the Bid stage, only where:

- a. the lead Member continues to be the lead Member of the Joint Venture/Consortium;
- b. the substitute is at least equal, in terms of technical capacity, to the Joint Venture/Consortium Member who is sought to be substituted and the modified Joint Venture/Consortium shall continue to meet the eligibility criteria for Bidders;
- c. the new Member(s) expressly adopt(s) the Bid already made on behalf of the Joint Venture/Consortium as if it were originally a party to it, and is not a Bidder/Member of any other Joint Venture/Consortium bidding for this Project; and
- d. approval for change in the composition of a Joint Venture/Consortium shall be at the sole discretion of the Client and must be approved by the Client in writing.

### **3.19. Confidentiality**

3.19.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not an Advisor in relation to, or matters arising out of, or concerning the Competitive Selection Process. The Client will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Client may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Client

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- 3.19.2. All information supplied by the Client in connection with this RFP, including the documents shared, shall be treated as confidential and Bidders shall not, without the prior written consent of the Client, at any time, make use of such information for its own purposes or disclose such information to any person (except as may be required by law). The bidding documents shall remain the property of the Client and are transmitted to the Bidders solely for the purpose of preparation and submission of the Bid in accordance herewith. The Authority will not return any Bid or any information provided along therewith;
- 3.19.3. The RFP and every part of it and all other information provided by or on behalf of the Client must be treated as private and confidential. Bidders should not release details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Bid;
- 3.19.4. Bidders shall not at any time release any information concerning the RFP and/or their Bid and/or any related documents and/or any negotiation and/or discussion with the Client in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the Client;
- 3.19.5. Each Bidder undertakes to indemnify the Client and to keep the Client indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section.

### **3.20. Bidding Schedule**

Competitive Selection Process shall follow the Bidding Schedule provided in Section 1 of this RFP.

### **3.21. Pre-bid meetings**

- 3.21.1. Two pre-bid meetings shall be held at the date provided in the Bidding Schedule in **Section 1** and at the venue mentioned below:

Lahore Development Authority,  
467-DII Johar Town,  
Lahore, Pakistan.  
T – +92 (42) 99262376

- 3.21.2. Bidders are required to submit any substantive questions in writing or through fax or email to the Client at least five days before the pre-bid meetings. Any request for clarification in writing, or by email, shall be sent to the Client's address indicated in the Letter of Invitation.
- 3.1.1. The Client shall respond in writing in the form of the minutes of the pre-bid meeting, copies of which shall be sent to all Bidders who have purchased this RFP.

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### **3.22. Project Liaison**

The contact details for the primary person designated for this RFP is:

**Project Manager**

Strategic Policy Unit,  
Lahore Development Authority,  
467-DII Johar Town,  
Lahore, Pakistan.  
T – +92 (42) 99262376  
E – ldaspu.gov@gmail.com

## Section 4

# Evaluation Criteria

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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### 4.1. Evaluation Procedure

- 4.1.1. TFEC shall open Pre-qualification Proposals in the presence of the Bidders or their authorized representatives and evaluate them according to the evaluation criteria given in Section **4.2**.
- 4.1.2. After completion of the pre-qualification, TFEC shall announce Bidders who have pre-qualified and invite them for the opening of Technical Proposals. Technical and Financial Proposals submitted by Bidders that do not meet the pre-qualification criteria shall not be opened and shall be returned unopened after the completion of the Competitive Selection Process.
- 4.1.3. TFEC shall open Technical Proposals of pre-qualified Bidders in the presence of pre-qualified Bidders or their authorized representatives and evaluate them according to the evaluation criteria given in Section **4.3**.
- 4.1.4. After completion of the technical evaluation, TFEC shall announce Bidders whose Technical Proposals have been found to be responsive and invite them for the opening of Financial Proposals. Financial Proposals of Bidders whose Technical Proposals have been found to be non-responsive shall not be opened and shall be returned unopened after the completion of the Competitive Selection Process.
- 4.1.5. TFEC shall open Financial Proposals of technically responsive Bidders in the presence of such responsive bidders or their authorized representatives and evaluate them according to the evaluation criteria given in Section **4.4**.
- 4.1.6. After issuance of LOA to the Selected Bidder, the Client shall make complete record of Competitive Selection Process and evaluation reports available to Bidders upon submission of written request.

### 4.2. Pre-Qualification Criteria

- 4.2.1. The Prequalification Proposal must include following:
  - a. Bid Security as described in **Section 3.8** in the form of an irrevocable bank guarantee, written in English and fully compliant with the specimen found in **Appendix B**;
  - b. A Commitment Form, identical in form and content to the one found in **Appendix D**, with no amendments or changes, signed by the Bidders and their Members;
  - c. A Declaration, identical in form and content to the one found in **Appendix E**, with no amendments or changes, signed by the Bidders and their Members;
  - d. A Non-Disclosure Agreement, identical in form and content to the one found in **Appendix F**, with no amendments or changes, signed by the Bidders and their Members;
  - e. In case of a Joint Venture/Consortium, a Memorandum of Understanding in the form specified in **Appendix G**, signed by each Member of the Joint Venture/Consortium.
  - f. A certificate issued by Federal Board of Revenue (FBR) containing National Tax Number (NTN) (for each Member, in case of a Joint Venture/Consortium)
  - g. Audited financial statements of the past three (3) years: FY 11-12, FY 12-13 and FY 13-14 (for each Member in case of Joint Venture/Consortium)
- 4.2.2. Pre-qualification will be based on the criteria given in Sections 4.2.5 and 4.2.6 regarding the

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

Bidder's financial soundness and experience record, as demonstrated by the Bidder's responses in the forms provided in Section 5 [*Standard Proposal Forms*].

- 4.2.3. The Client reserves the right to waive minor deviations if they do not materially affect the capability of a Bidder to undertake the Project.
- 4.2.4. Further detailed criteria for each category is given below along with accompanying forms in Section 5.1.
- 4.2.5. **Financial Soundness**

Bidders shall be required to meet following minimum criteria in this category to prequalify. In case of a Joint Venture/Consortium, only lead Member is required to meet the minimum criteria. Relevant information should be provided using **Form PQ-1**.

Sr. No.	Description	Minimum Criteria
1.	Average annual turnover of last three (3) years	$\geq$ PKR 1,000 Million
2.	Capacity to meet interest obligations [ <i>Profit before interest and tax / Interest paid</i> ]	$\geq$ 5
3.	Capacity to meet short term liabilities [ <i>Current assets / Current liabilities</i> ]	$\geq$ 1
4.	Relative profitability [ <i>Profit before tax / Turnover</i> ]	$\geq$ 8%
5.	Leverage [ <i>Debt / Debt + equity</i> ]	$\leq$ 55%

4.2.6. **Experience Record**

Bidders shall be required to score a minimum of fifty (50) points in this category to prequalify. In case of a Joint Venture/Consortium, collective experience of Members shall be considered for evaluation. For consideration of experience, copy of relevant license from Pakistan Engineering Council (PEC) for the category of work shall need to be attached. Relevant information should be provided using **Forms PQ-2 to PQ-4**.

Sr. No.	Description	Maximum Points
1.	No of construction projects (real estate and/or infrastructure) of value greater than PKR 1,000 million completed in last ten (10) years [ <i>one project = 10 marks, two projects = 20 marks, three projects = 30 marks, four projects = 40 marks, five projects = 50 marks</i> ]	50
2.	Value of development of largest real estate project, completed or in hand [ <i>PKR 1 billion = 10 marks, PKR 10 billion or above= 50 marks, values in between shall be prorated</i> ]	50
<b>Total</b>		<b>100</b>

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### 4.3. Technical Proposal Evaluation Criteria

- 4.3.1. Technical Proposal must be submitted in the form specified in **Section 5.2** [*Standard Proposal Forms*] and contain all the information specified therein.
- 4.3.2. The evaluation of a Bid's technical compliance will focus specifically on examining certain key technical items as contained in the Technical Proposal. The following items will be verified:
- Layout Plans of 500, 600 & 700 square feet covered area
  - Site Plan of Affordable Housing Site
  - Indicative master plan of Scheme
  - Innovation in design, planning, construction technology & materials
  - Safety and security features
  - Transportation access
  - Environmental requirements
  - Consistency of schedules
  - Design assumptions
  - Construction techniques
  - Calculation standards and methods used
  - Construction program with milestones clearly marked
  - Quality assurance and quality control record format
  - Project resource structure
  - Key personnel structure and responsibility matrix
  - Reporting system (monthly progress report, quarterly report, annual report, etc.)
  - Defect Liability Plan

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### 4.3.3. Technical evaluation criteria

Sr. No.	Criteria	Score
<b>1.</b>	Project methodology ( <b>Form T-1</b> )	<b>70</b>
	i. Layout plan, site plan, indicative master plan, facilities for residents, safety and security features, transportation access, sewerage and water supply, etc. ( <b>Form T-1a and Form T-1b</b> )	30
	ii. Design methodology and plan (a design that will meet the required scope of work and performance criteria detailed in the Development Agreement) ( <b>Form T-1c</b> )	10
	iii. Construction plan and methodology of the Project (construction methods, techniques and schedule that will ensure that the Project can be completed within the mandatory deadlines) ( <b>Form T-1d</b> )	10
	iv. Understanding of the environmental and quality management aspects of the Project ( <b>Form T-1e</b> )	10
	v. Innovativeness in design, planning, construction technology & materials ( <b>Form T-1f</b> )	10
<b>2.</b>	Activity schedule and manpower induction schedule ( <b>Form T-2, T-3 and T-4</b> )	<b>20</b>
<b>3.</b>	Key specialist team ( <b>Form T-5 and T-6</b> )	<b>10</b>

\* Bidders shall be required to score a minimum of seventy (70) points.

### 4.4. Financial Proposal Evaluation Criteria

4.4.1. The Financial Proposal must contain all of the information specified in **Section 5.3** [*Standard Proposal Forms*] and commit Financing of at least 10 (ten) percent of the total Project Cost.

4.4.2. The Financial Proposal must include a fully functional, non-restricted, dynamically linked Financial Model in Excel spreadsheet form (on CD/DVDs).

### 4.4.3. Financial Evaluation Criteria

Bidder with the highest offer of total AHA Constructed Area shall be declared the Successful Bidder.



## Section 5

# Standard Proposal Forms

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### 5.1. List of Standard Pre-Qualification Proposal Forms

Form G-1	General Information
Form G-2	Joint Venture/Consortium Summary
Form PQ-1	Financial Capability
Form PQ-2	Experience Record
Form PQ-3	Details of Projects (Contractor)
Form PQ-3	Details of Projects (Real Estate Developer)

### 5.2. List of Standard Technical Proposal Forms

Form T-1	Bidders' understanding of the objectives of the Project, their approach towards implementation of the Project and a description of methodology/plan that the Bidders shall follow to perform the required activities for the implementation of the Project (to be submitted with associated Forms T-1a through e)
Form T-2	A monthly work plan illustrated with a bar or Gantt chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
Form T-3	A work plan and time schedule for the Key Individuals also showing the total number of person-months by each Key Individual.
Form T-4	The composition of the proposed Project team and the tasks, which would be assigned to each Key Individual and their position.
Form T-5	CVs recently signed by the proposed Key Individuals and an authorized manager in the Bidders' head office. Key information should include number of years with the firm and degree of responsibility held in various assignments especially during the last ten (10) years. In case any Bidder provides more CVs than required then the first CVs in the order would be evaluated for marking purposes.

### 5.3. List of Standard Financial Proposal Forms

Form F-1	Letter of Financial Proposal
Form F-2	Financial Plan and the Financial Model
Form F-3	Summary of Financial Proposal
Form F-4	Delivery Schedule

**Form G-1**

**General Information**

*Bidder (or each Member of a Joint Venture/Consortium) applying for prequalification is required to complete the information in this form. Nationality information is also to be provided for foreign owners or Bidders who are forming part of the Joint Venture/Consortiums as required under the PEC Bye-Laws for Partnership/Joint Venture/Consortium.*

1.	Name of Enterprise	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	Telex
5.	Place of Incorporation/Registration	Year of incorporation/registration

Nationality of owners		
	Name	Nationality
1.		
2.		
3.		
4.		
5.		

**Form G-2**

**Joint Venture/Consortium Summary**

<b>Names of all Members of a Joint Venture/Consortium</b>
1. Lead Member
2. Member
3. Member
4. Member
5. Member
6. Member

**Form-PQ-1**

**Financial Capability**

Name of Bidder or Member of a Joint Venture/Consortium
--

*Bidder (or each Member of a Joint Venture/Consortium) applying for prequalification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. Each Bidder or Member of a Joint Venture/Consortium must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited financial statements of the past three (3) years should be attached.*

<b>Banker</b>	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

*Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years.*

<b>Financial information in Pak Rupees</b>	<b>FY11-12</b>	<b>FY12-FY13</b>	<b>FY13-14</b>
1. Annual Turnover			
2. Profit before interest & Tax			
3. Interest Paid			
4. Current assets			
5. Current liabilities			
6. Profits before taxes			
7. Total Debt			
8. Total Equity			

**Form PQ-2**

**Experience Record**

Name of Bidder or Member of a Joint Venture/Consortium
--

*Bidder (or each Member of a Joint Venture/Consortium) applying for prequalification is required to complete the information in this form.*

*Use a separate sheet for each Member of a Joint Venture/Consortium.*

Year of Completion	Location	Project Type	Value in Rupees (millions)

*\*Each project provided in this form requires a corresponding **Form PQ-3** or **PQ-4** and adequate documentary evidence in order to be eligible for consideration.*

**Form PQ-3**

**Details of Projects (Contractor)**

Name of Bidder or Member of a Joint Venture/Consortium
--

*A separate form with adequate documentary evidence shall be prepared for each project provided in **Forms PQ-2**.*

1.	Name of Contract
	Location
2.	Name of Employer
3.	Employer Address .....
4.	Nature of Works and special features of the contract ..... .....
5.	Contract Role (Tick One)  (a) Sole Developer/Contractor   (b) Sub- Contractor   (c) Member in a Joint Venture/Consortium
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract  PKR.....      USD.....
7.	Date of Award
8.	Date of Completion
9.	Contract Duration (Years and Months)  _____ Years                      _____ Months
10.	Specified Requirements <sup>1</sup>

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<sup>1</sup>*Insert any specific criteria required for particular operations, such as annual volume of earthmoving, underground excavation, or placing concrete etc.*

**Form PQ-4**

**Details of Projects (Real Estate Developer)**

Name of Bidder or Member of a Joint Venture/Consortium
--

*A separate form with adequate documentary evidence shall be prepared for each project provided in **Forms PQ-2.***

1.	Name of Project
	Location
2.	Name of Contractor
3.	Contractor Address .....
4.	Size of scheme and special features of the development ..... .....
5.	Role (Tick One)  (a) Sole Developer                      (b) Co-Developer
6.	Value of the total revenue (in specified currencies) at completion  PKR.....                      USD.....
7.	Date of Start
8.	Date of Completion
9.	Development Duration (Years and Months)  _____ Years                      _____ Months
10.	Prevailing average sale price of plots



**Form T-1**

## **Project Methodology**

*Bidder is required to describe in detail its proposed methodology for implementation the Project in this form. Key evaluation aspects of the methodology are given in succeeding forms, however, the same are not exhaustive and the Bidder may cover any information/aspects, as may be necessary to implement the Project and comply with the requirements of the Development Agreement.*

**Form T-1a**

**Layout Plan**

*Bidder is required to prepare 2D and 3D architectural layout plans of the one and two bedroom apartments (with indicative furnishing) and the apartment building with elevations.*

**Form T-1b**

**Master Plan**

*Bidder is required to prepare 2D and 3D master plan of the Affordable Housing Site (with boundary of Private Housing Site) indicating layout of apartment buildings and facilities for residents, safety and security features, transportation access outline, sewerage and water supply outline etc.*

**Form T-1b**

## Design Methodology & Plan

*Design criteria for architectural, structural, road works, water supply, drainage, street lightening, gas, electrical, telecommunications systems etc with references of standard technical specifications, applicable code/practices, etc.*

**Form T-1c**

## Construction Plan & Methodology

*Construction methodology, including details of any innovative construction techniques to be adopted to ensuring quality construction at the requisite speed. Bidder shall be required to submit his cost breakdown including civil works, architectural works, roads, drainage, water supply, electro-mechanical installation, ancillary works, etc. (quantities and rates).*

**Form T-1d**

## Environment & Quality Assurance Plan

*Bidder is required to provide details on the environmental management plan, project management system, construction plan management system, and defect liability plan.*

**Form T-1e**

**Innovativeness**

*Bidder is required to provide details of any innovation introduced or to be introduced in design, planning, construction technology and materials in undertaking this Project.*

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Form T-2

Work Plan/Activity Schedule

Items of Work/Activities	Monthly Programme from the start of Project (in the form of a Bar Chart)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15



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**Form T- 3**

**Completion and Submission of Reports**

Reports	Date
<ol style="list-style-type: none"> <li>1. Detailed Project Design and construction/working drawings (using maps at 1:1000 and 1:500 scale)</li> <li>2. Construction program/plan</li> <li>3. As-built drawings (using maps at 1:1000 and 1:500 scale)</li> <li>4. Construction certifications</li> <li>5. Test records</li> <li>6. Progress photographs and presentations</li> <li>7. Monthly, quarterly and annual progress report with description of funds expenses and Project tracking system.</li> </ol> <p>The Developer will submit monthly progress report with photographs, each photograph should carry information as under:</p> <ul style="list-style-type: none"> <li>- Name of Project</li> <li>- Location</li> <li>- Type of Work</li> <li>- Serial number of photographs</li> </ul> <p>At the end of the Construction, the Developer shall deliver to the Client two (2) albums with collection of most significant photographs taken during the Construction period (one album for construction phase and one for Defect Liability Period)</p>	<p><i>[Dates to be given by the Bidder]</i></p>

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Form T-4

## Work Plan and Time Schedule for Key Individuals

Name	Position	Months (in the form of a Bar Chart)															Number of Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	...		

Full Time: \_\_\_\_\_

Part Time: \_\_\_\_\_

Activities Duration \_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_  
(Authorized Representative)

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**Form T-5**

**Team Personnel**

*Bidder shall list Key Individuals who will form the Project team (only key professionals and any individuals important for the Bidder as support staff)*

**1. Technical/Managerial Staff**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

**2. Support Staff**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

*\*CV of each individual listed in this form must be provided using **Form-6**.*

**Form T- 6**

## Curriculum Vitae (CV)

*Separate form will be provided for each member listed in **Form T-5***

1. Proposed Position: \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_
3. Name of Staff: \_\_\_\_\_
4. Profession: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Years with Firm: \_\_\_\_\_
7. Nationality: \_\_\_\_\_
8. Membership in Professional Societies: \_\_\_\_\_  
(Membership of PEC is Mandatory)
9. Detailed Tasks Assigned on the Project: \_\_\_\_\_
10. Key Qualifications:  
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].
11. Education:  
[Summarise college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]
12. Employment Record:  
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and the Client references, where appropriate.
13. Languages:-  
[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].
14. Certification:  
I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

\_\_\_\_\_  
Signature of Staff Member

Date: \_\_\_\_\_  
Day/Month/Year

and: Authorized official from the firm

**Form F-1**

# Letter of Financial Proposal

**Bid Reference No.:** .....

To:  
**Director General,  
Lahore Development Authority**

**Subject: Procurement of Affordable Housing Apartments at Ashiana-e-Iqbal, Burki Road, Lahore on BT public-private partnership basis**

Dear Sir,

1. Having examined the RFP and the Development Agreement, including any attached technical data, we, the undersigned, being a company doing business under the name of....., address ..... and having been duly incorporated under the laws of ..... are hereby willing to undertake the Project by providing the Client ..... square feet of total AHA Constructed Area.
2. We understand that the Client shall provide us with the exact number of apartments of the following sizes 500 square feet, 600 square feet and 700, to be built as part of this Bid and we undertake to construct these within the total AHA Constructed Area committed under para 1 without any change in Bid or financial demands from the Client.
2. We understand that the RFP and the Development Agreement form an integral part of our Bid.
3. We undertake that if our Bid is accepted, we shall undertake the Project in accordance with the Project Milestones in the Development Agreement.
4. We agree to abide by this Proposal for a period of ..... days from the date of submission and agree that this Bid shall remain binding upon us and may be accepted at any time before the expiration of this bid validity period.
5. Till such time that the Development Agreement is signed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept this or any other Bid you may receive.
8. We do hereby declare that our Bid has been prepared without collusion or fraud, and in fair competition with the other Bidders and the Bids of the other Bidders. If we are found engaged in collusion in connection with this Project, the Client reserves the right to disqualify us.  
  
*[Include the following only in case of Joint Venture/Consortium]*
9. We confirm that if our Bid is accepted, all Members of the Joint Venture/Consortium shall be jointly and severally liable to undertake the Project and the composition or the constitution of the Joint Venture/Consortium shall not be altered without the prior consent of the

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Employer.

Dated this ..... day of ..... 201...

Signature ..... in the capacity of ..... duly authorized to sign this Financial Proposal  
for and on behalf of .....  
(Name of Bidder in Block Capitals)

(Seal of Bidder)

Bidder's Address

.....  
.....

Witness:

Signature: .....  
Name: .....  
Address: .....  
Occupation .....

**Form F-2**

## Financing Plan and the Financial Model

SECTION	TITLE	CONTENT
<b>This Appendix summarizes the instructions to be followed by Bidders in developing their financing plan and financial model.</b>		
A.1	Financing plan	Bidders must provide a detailed description of the proposed financial structure and financing instruments for the undertaking of the Project. They must demonstrate that the proposed financing is sufficient to cover all of the needs of the Project during its term (including design, construction, operation, and maintenance). Bidders must also provide confirmation of the participation of the Lenders for the entire amount of the Financing of the Project.
A.1.1	General Information	<ol style="list-style-type: none"><li>1 The financing plan must include a description of the proposed financial structure, as well as the financing sources and instruments and the terms and conditions of the latter. The Client expects that the financing plan will be at a sufficiently advanced state of development to provide a very high level of confidence with respect to the likelihood of its realization following the announcement of the Selected Bidder. The proportion and source of Equity, Debt (bank loans, bond or other) and other Financing Instruments must be established</li><li>2 In order to minimize the risk at Financial Close, and to comply with the schedule proposed by the Client, the latter may choose not to accept a financing plan under which the Bidder proposes to rely on a best efforts underwriting arrangement to implement the Financing. As a result, any Financial Proposal that is submitted on this basis may be judged to be non-compliant</li></ol>

## *AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL*

SECTION	TITLE	CONTENT
A.1.2	Financing conditions – Debt	<p>The Developer is required to inject at least 10% of the capital through Equity, while the remaining funding may be raised as Debt.</p> <p>With respect to Debt (bank loans, bond, or any other type), the Financial Proposal must include a description of the following elements:</p> <ul style="list-style-type: none"> <li>• the type of loans</li> <li>• the purpose of the loan</li> <li>• the amount of the financing and the currency</li> <li>• the use of funds schedule</li> <li>• the principal repayment schedule and the prepayment conditions</li> <li>• details concerning the terms of payment (grace periods), where applicable</li> <li>• the interest rate (fixed or variable), specifying the Benchmark Interest Rate and the premium to the Benchmark Interest Rate</li> <li>• engagement fees, underwriting fees, commitment fees, breakage costs and other expenses</li> <li>• guarantees required</li> <li>• insurance or performance and payment guarantees required</li> <li>• reserve account requirements (debt service, maintenance, etc.);</li> <li>• financial ratios to be maintained and other requirements and restrictive clauses;</li> <li>• events of default</li> <li>• step-in rights</li> <li>• hedging strategies proposed for mitigating the risks of interest rate, inflation, and exchange rate fluctuations, where applicable</li> <li>• conditions precedent</li> <li>• requirements pertaining to the due diligence review (The due diligence review should have been completed before submission of the Proposals)</li> <li>• any other restrictions, requirements, or conditions that could significantly influence the capacity of the Bidder to finalize the financing or to use the committed funds after the Financial Close</li> </ul>
A.1.3	Implementation of Financing	<p>A Bidder must present the timetable that it plans to follow in order to affect Financial Close of the Project by the deadline established further to its selection as the Selected Bidder. This timetable must conform to the Project Implementation Schedule and Key Target Dates as defined in the Development Agreement.</p>



## **AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL**

<b>SECTION</b>	<b>TITLE</b>	<b>CONTENT</b>
A.1.4	Robustness of the Financing plan	The Bidder must provide a description of the robustness of its financing plan, including details concerning the management of principal risks (e.g.: interest rates, inflation, revenues, construction schedule, capital expenditures, operations, regular maintenance, major maintenance, etc.), among other things.
A.1.6	Summary of the Financial Bid Offer	A summary of the key elements of the bid shall be provided by the Bidder. This statement shall include the following information: <ul style="list-style-type: none"> <li>• The Project equity commitment</li> <li>• A schedule of investment in capital costs, including design and construction, addition of machinery, vehicles, etc.</li> <li>• A schedule of all maintenance expenditures, including periodic maintenance, routine maintenance, etc.</li> <li>• A schedule of all other variable expenditures.</li> </ul>
<b>A.2</b>	<b>Financial model</b>	
A.2.1	General information	Bidders must submit electronic (on CD) and hard copies of the complete and operational financial model used in preparing the Proposal. This financial model must be accompanied by an assumptions book and an instructions booklet. Each Bidder is free to develop its financial model at its discretion, in so far as the model meets the criteria presented in this Section.
A.2.2	Structure of the financial model	The model must meet the following criteria: <ul style="list-style-type: none"> <li>• the financial model must be prepared on an annual basis and must cover the entire term of the Development Agreement, ending at the Expiry Date</li> <li>• the financial model must be properly constructed, and must have a professional appearance</li> <li>• the financial model must be produced using Microsoft Excel 2007 or a later version</li> <li>• every sheet must be formatted in such a way that the printed information is clear and legible</li> <li>• the financial model must be presented in nominal PKR, without decimals</li> <li>• the cells that contain manual inputs must be shown in blue</li> <li>• no sheet or cell may be hidden, and the file must not be password-protected</li> <li>• the conditions attached to the financing instruments must be those that are presented in the term sheets required in Section A.1.2 above</li> </ul> <p>Bidders must use the following inputs in developing their financial models:</p> <ul style="list-style-type: none"> <li>• the dates for the financial model must conform to the Project Completion Schedule and Key Target Dates as defined in the Development Agreement</li> <li>• all cost and revenue inputs as per the requirement of this RFP and the Development Agreement.</li> </ul>
	Outputs required	The financial model must contain at least the following output sheets:

## *AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL*

SECTION	TITLE	CONTENT
		<ul style="list-style-type: none"> <li>• the sources and uses of funds of the Project</li> <li>• complete financial statements, including a balance sheet, an income statement, a statement of retained earnings, and a statement of cash flows. These financial statements must be prepared in accordance with International Financial Reporting Standards</li> <li>• detailed workings on separate sheets for Project Revenue, Cost, Taxation and Debt Repayment</li> <li>• a summary sheet that contains the following elements:               <ul style="list-style-type: none"> <li>– financial ratios, as requested by the Lenders, which indicate the capital structure established in the financial plan, notably debt service coverage ratios, including the minimum ratio and the average ratio calculated over the term of the loan</li> <li>– Equity Internal Rate of (after-tax) Return (“Equity IRR”)</li> <li>– Project Internal Rate of (after-tax) Return (“Project IRR”)</li> </ul> </li> </ul>
A.2.4	Flexibility required	<p>The financial model must allow sensitivity analyses to be carried out using the following elements (but not limited to):</p> <ul style="list-style-type: none"> <li>• variation in the rate of inflation during the construction period</li> <li>• variation in interest rates (expressed in basis points)</li> <li>• variation in sale price escalation of land</li> <li>• variation (expressed in percentages) in capital expenditures and in costs of operations, routine maintenance, and periodic maintenance</li> </ul>
A.2.5	Assumptions book	<p>The assumptions book must set out the following elements in sufficient detail to allow users to obtain a clear understanding of the financial model:</p> <ul style="list-style-type: none"> <li>• Capital and construction costs (including all assumptions in respect of future inflation and the applicable method used for such calculations):</li> <li>• Design, consultancy and project management fees, contingency costs and insurance costs</li> <li>• Sale price of developed plots by size and types</li> <li>• Taxation (Please refer to <b>Section 2.13</b> of this RFP)</li> <li>• Consumer Price Index to be used for indexation.</li> </ul>

**Form F-2**

## Financing Plan and the Financial Model

SECTION	TITLE	CONTENT
<b>This Appendix summarizes the instructions to be followed by Bidders in developing their financing plan and financial model.</b>		
A.1	Financing plan	Bidders must provide a detailed description of the proposed financial structure and financing instruments for the undertaking of the Project. They must demonstrate that the proposed financing is sufficient to cover all of the needs of the Project during its term (including design, construction, operation, and maintenance). Bidders must also provide confirmation of the participation of the Lenders for the entire amount of the Financing of the Project.
A.1.1	General Information	<ol style="list-style-type: none"><li>1 The financing plan must include a description of the proposed financial structure, as well as the financing sources and instruments and the terms and conditions of the latter. The Client expects that the financing plan will be at a sufficiently advanced state of development to provide a very high level of confidence with respect to the likelihood of its realization following the announcement of the Selected Bidder. The proportion and source of Equity, Debt (bank loans, bond or other) and other Financing Instruments must be established</li><li>2 In order to minimize the risk at Financial Close, and to comply with the schedule proposed by the Client, the latter may choose not to accept a financing plan under which the Bidder proposes to rely on a best efforts underwriting arrangement to implement the Financing. As a result, any Financial Proposal that is submitted on this basis may be judged to be non-compliant</li></ol>

## *AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL*

SECTION	TITLE	CONTENT
A.1.2	Financing conditions – Debt	<p>The Developer is required to inject at least 10% of the capital through Equity, while the remaining funding may be raised as Debt.</p> <p>With respect to Debt (bank loans, bond, or any other type), the Financial Proposal must include a description of the following elements:</p> <ul style="list-style-type: none"> <li>• the type of loans</li> <li>• the purpose of the loan</li> <li>• the amount of the financing and the currency</li> <li>• the use of funds schedule</li> <li>• the principal repayment schedule and the prepayment conditions</li> <li>• details concerning the terms of payment (grace periods), where applicable</li> <li>• the interest rate (fixed or variable), specifying the Benchmark Interest Rate and the premium to the Benchmark Interest Rate</li> <li>• engagement fees, underwriting fees, commitment fees, breakage costs and other expenses</li> <li>• guarantees required</li> <li>• insurance or performance and payment guarantees required</li> <li>• reserve account requirements (debt service, maintenance, etc.);</li> <li>• financial ratios to be maintained and other requirements and restrictive clauses;</li> <li>• events of default</li> <li>• step-in rights</li> <li>• hedging strategies proposed for mitigating the risks of interest rate, inflation, and exchange rate fluctuations, where applicable</li> <li>• conditions precedent</li> <li>• requirements pertaining to the due diligence review (The due diligence review should have been completed before submission of the Proposals)</li> <li>• any other restrictions, requirements, or conditions that could significantly influence the capacity of the Bidder to finalize the financing or to use the committed funds after the Financial Close</li> </ul>
A.1.3	Implementation of Financing	<p>A Bidder must present the timetable that it plans to follow in order to affect Financial Close of the Project by the deadline established further to its selection as the Selected Bidder. This timetable must conform to the Project Implementation Schedule and Key Target Dates as defined in the Development Agreement.</p>

## **AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL**

SECTION	TITLE	CONTENT
A.1.4	Robustness of the Financing plan	The Bidder must provide a description of the robustness of its financing plan, including details concerning the management of principal risks (e.g.: interest rates, inflation, revenues, construction schedule, capital expenditures, operations, regular maintenance, major maintenance, etc.), among other things.
A.1.6	Summary of the Financial Bid Offer	A summary of the key elements of the bid shall be provided by the Bidder. This statement shall include the following information: <ul style="list-style-type: none"> <li>• The Project equity commitment</li> <li>• A schedule of investment in capital costs, including design and construction, addition of machinery, vehicles, etc.</li> <li>• A schedule of all maintenance expenditures, including periodic maintenance, routine maintenance, etc.</li> <li>• A schedule of all other variable expenditures.</li> </ul>
<b>A.2</b>	<b>Financial model</b>	
A.2.1	General information	Bidders must submit electronic (on CD) and hard copies of the complete and operational financial model used in preparing the Proposal. This financial model must be accompanied by an assumptions book and an instructions booklet. Each Bidder is free to develop its financial model at its discretion, in so far as the model meets the criteria presented in this Section.
A.2.2	Structure of the financial model	The model must meet the following criteria: <ul style="list-style-type: none"> <li>• the financial model must be prepared on an annual basis and must cover the entire term of the Development Agreement, ending at the Expiry Date</li> <li>• the financial model must be properly constructed, and must have a professional appearance</li> <li>• the financial model must be produced using Microsoft Excel 2007 or a later version</li> <li>• every sheet must be formatted in such a way that the printed information is clear and legible</li> <li>• the financial model must be presented in nominal PKR, without decimals</li> <li>• the cells that contain manual inputs must be shown in blue</li> <li>• no sheet or cell may be hidden, and the file must not be password-protected</li> <li>• the conditions attached to the financing instruments must be those that are presented in the term sheets required in Section A.1.2 above</li> </ul> <p>Bidders must use the following inputs in developing their financial models:</p> <ul style="list-style-type: none"> <li>• the dates for the financial model must conform to the Project Completion Schedule and Key Target Dates as defined in the Development Agreement</li> <li>• all cost and revenue inputs as per the requirement of this RFP and the Development Agreement.</li> </ul>
	Outputs required	The financial model must contain at least the following output sheets:

## *AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL*

SECTION	TITLE	CONTENT
		<ul style="list-style-type: none"> <li>• the sources and uses of funds of the Project</li> <li>• complete financial statements, including a balance sheet, an income statement, a statement of retained earnings, and a statement of cash flows. These financial statements must be prepared in accordance with International Financial Reporting Standards</li> <li>• detailed workings on separate sheets for Project Revenue, Cost, Taxation and Debt Repayment</li> <li>• a summary sheet that contains the following elements:               <ul style="list-style-type: none"> <li>– financial ratios, as requested by the Lenders, which indicate the capital structure established in the financial plan, notably debt service coverage ratios, including the minimum ratio and the average ratio calculated over the term of the loan</li> <li>– Equity Internal Rate of (after-tax) Return (“Equity IRR”)</li> <li>– Project Internal Rate of (after-tax) Return (“Project IRR”)</li> </ul> </li> </ul>
A.2.4	Flexibility required	<p>The financial model must allow sensitivity analyses to be carried out using the following elements (but not limited to):</p> <ul style="list-style-type: none"> <li>• variation in the rate of inflation during the construction period</li> <li>• variation in interest rates (expressed in basis points)</li> <li>• variation in sale price escalation of land</li> <li>• variation (expressed in percentages) in capital expenditures and in costs of operations, routine maintenance, and periodic maintenance</li> </ul>
A.2.5	Assumptions book	<p>The assumptions book must set out the following elements in sufficient detail to allow users to obtain a clear understanding of the financial model:</p> <ul style="list-style-type: none"> <li>• Capital and construction costs (including all assumptions in respect of future inflation and the applicable method used for such calculations):</li> <li>• Design, consultancy and project management fees, contingency costs and insurance costs</li> <li>• Sale price of developed plots by size and types</li> <li>• Taxation (Please refer to <b>Section 2.13</b> of this RFP)</li> <li>• Consumer Price Index to be used for indexation.</li> </ul>

**Form F-3**

## Summary of Financial Proposal

Year	1	2	3	-	-	-	-
<b>Annual Cash Flows (PKR in millions)</b>							
<b>Revenues</b>	<i>[Totals]</i>						
Residential plots							
Commercial plots							
Public building plots							
<b>Costs</b>							
Apartment construction cost							
On-site infrastructure cost							
Funding cost							
Depreciation & Amortization							
<b>Earnings Before Interest &amp; Tax</b>							
Add: <u>Non cash items</u>							
Depreciation & Amortization							
Provisioning							
Less: Interest payments							
Less: Tax payments							
Less: Working capital changes							
<b>Free Cash Flows to the Firm</b>							
Add: Debt draw-downs							
Less: Principal payments							
Less: Interest payments							
<b>Free Cash Flows to Equity</b>							
Equity injection							
<b>Cash Available For Distribution</b>							
Equity redemption							
Dividend payments							
<b>Cash Flow After Equity Payments</b>							
Beginning period cash							
<b>Ending period cash</b>							

**Note:** The table above is just a summary of the financial results that will be derived from the Financial Model. The Financial Model itself should be thoroughly elaborate and should clearly demonstrate all the relevant assumptions and drivers.

**Financial summary**

- (i) **Project NPV:** PKR \_\_\_\_\_
- (ii) **Project IRR:** \_\_\_\_\_ %
- (iii) **Project payback:** \_\_\_\_\_ years

**AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL**

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**Form F-4**

## Delivery Schedule

	One Bedroom		Two Bedrooms		Total	
	Number of Apartments	Total AHA Constructed Area	Number of Apartments	Total AHA Constructed Area	Number of Apartments	Total AHA Constructed Area
<b>Year 1</b>					<i>[minimum 20% of total]</i>	
<b>Year 2</b>					<i>[minimum 30% of total]</i>	
<b>Year 3</b>						
<b>Total</b>						



## **Appendices**

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

### **Appendix A – Power of Attorney for Signing of Bid**

*[To be printed on a PKR 100 stamp paper]*

(Refer Clause 2.7.2)

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ (name of the firm and address of the registered office);  
\_\_\_\_\_ (name of the firm and address of the registered office) and (name of the firm and address of the registered office) ("**Developer**") do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_ as the true and lawful attorney of the Developer (hereinafter referred to as the "**Attorney**") to do in the name and on behalf of the Developer, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Developer's bid for procurement of Affordable Housing Apartments ("AHA") at Ashiana-e-Iqbal, Burki Road, Lahore under BT including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Development Agreement and undertakings consequent to acceptance of the Developer's bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of Developer's bid for the said Project and/or upon award thereof to the Developer till the execution of the Development Agreement with the Authority, including all acts required for the execution of the Development Agreement.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED

PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*.

For: \_\_\_\_\_

(Signature)

(Name, Title and Address)

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

Witnesses:

1.

2.

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- 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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

### **Appendix B – Financial Bid Security**

Addressee: The Client/LDA (the “Beneficiary”)

**Guarantee No:** -  
**Date of Issue:** -  
**Date of Expiry:** -  
**Guarantee Amount:** -  
  
**Name of Guarantor:** -  
**Name of Principal:** -  
**Penal Sum of Security:** -

#### FINANCIAL BANK GUARANTEE

Whereas the Lahore Development Authority, having their head office, hereinafter called the “the Client” which impression includes its successors, assignees and transferees, has floated an RFP dated \_\_\_\_\_ for inviting proposals from the competent and eligible Bidders for the procurement of Affordable Housing Apartments (“AHA”) at Ashiana-e-Iqbal, Burki Road, Lahore under BT

AND

Whereas \_\_\_\_\_, a body corporate constituted under Companies ordinance 1984 having its registered office at \_\_\_\_\_ which impressions include its successors, assignees and transferees, herein called the “develop”, has responded to RFP by submitting a formal proposal as per the requirement duly detailed in the RFP.

AND

WHEREAS one of the material conditions in the RFP was to provide Bid Security for a total amount of PKR [\_\_\_\_] in the form of Financial Guarantee of any commercial Bank, along with the proposal responding to the RFP.

AND

Whereas the said Developer has applied and requested us \_\_\_\_\_ having registered office at \_\_\_\_\_, herein called the “Guarantor” or the “Guarantor Bank”, to provide Bid Security by way of Financial Bank Guarantee or Bid Guarantee to the Client in compliance with the terms of the RFP or Tender.

We, the Guarantor Bank, at the request of the “Developer” and in consideration of the Developer’s proposal to the Client, do hereby, irrevocably and unconditionally declare, agree and execute this guarantee whereby we shall be bound, liable and obliged to pay the Client, an amount of PKR [\_\_\_\_] forthwith on the written demand from the Client, without (i) assigning or insisting for any proof, evidence or document in support of the demand, (ii) requiring the Client to provide any further

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

documents (iii) raising any dispute whatsoever, (iv) going into the question of validity, proprietary or legality of the said demand; or (v) requiring the Client to invoke any legal remedy that may be available to it, provided any one of the following conditions to occur:

- 1) The Developer has withdrawn its Bids during its validity period as duly specified in the RFP
- 2) The Developer fails or refuses to execute formal contracts after its proposal is accepted by the Client and such acceptance is duly conveyed to it
- 3) The Developer fails or refuses to provide Financial Close Bond.

Notwithstanding anything contained hereinabove:

- a) Our financial liability or obligation under the Guarantee shall not exceed PKR [\_\_\_\_\_]
- b) The Bank Guarantee shall be valid up to one year starting from the date of issue
- c) We shall be liable to pay the sum assured or any part of it under the Guarantee only and only if the Client invokes this Guarantee and written claim or demand for the guaranteed amount is served upon us on or before DDMMYY.

The material or essential condition of the guarantee is that we shall pay the amount assured under this guarantee unconditionally just on written demand from the Client on happening of any of the aforesaid conditions.

- 4) This Guarantee shall not be prejudiced or affected by changes in the constitution of the Guarantor howsoever arising and the Guarantor and its successors shall continue to be liable in terms hereof
- 5) This Guarantee is without prejudice to and in addition to any other security or securities held or which may be held by the Client
- 6) The giving or granting of time or any extension thereof to the Guarantor or the Developer or the neglect, commission or forbearance on the part of the Client in requiring or enforcing payment of any moneys due hereunder or any other variations, modifications or amendments to the RFP or any other writing between the parties shall not in any way prejudice limit, restrict or affect this Guarantee and as between the Guarantor and the Client. The Guarantor shall be considered the principal debtor and not merely as surety for all the sums hereby guaranteed to be paid and which may become payable by the Guarantor to the Client under these presents
- 7) In case any part of this Guarantee is held, declared or rendered illegal, invalid or inoperative for any reason whatsoever, such holding or declaration shall not in any way affect or prejudice the validity and enforceability of any other part which shall be separable there from
- 8) The benefit of this Guarantee shall ensure to the Client's Successors and assigns and shall be irrevocable until discharge by the Guarantor of their obligation as herein provided
- 9) the Client shall be entitled to proceed against the Guarantor without making the Developer a party to such proceedings

**Authorized signatory:** -

*AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL*

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**Date:** -  
**Place:** -  
**Authorized signatory:** -  
**Date:** -  
**Place:** -

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

### **Appendix C – Power of Attorney for Lead Member of Consortium**

*[To be printed on a PKR 100 stamp paper]*

(Refer Clause 2.7.2)

Whereas the Lahore Development Authority has invited Bids from Bidders for the procurement of Affordable Housing Apartments (“AHA”) at Ashiana-e-Iqbal, Burki Road, Lahore (“the **Project**”) under BT.

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Consortium**” and individually as the “**Consortium Member**”) being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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

For: -  
(Signature)  
(Name, Title and Address)

For: -  
(Signature)  
(Name, Title and Address)

For: -  
(Signature)  
(Name, Title and Address)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

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



## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

### Appendix D – Commitment Form

*[To be printed on Company letterhead of the Lead Consortium Member]*

**Request for Proposals for the Design, Finance, Build, Operation and Own of Affordable Housing Project at Ashiana-e-Iqbal, Burki Road, Lahore Project**  
**[date to be provided]**

#### COMMITMENT FORM

A Commitment form must be completed by the Bidder and by each of its Members and Participants, and by Key Individuals who are not employees of the Bidder, a Member, or a Participant.

**TO:**

**Lahore Development Authority**

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

**1. Definitions**

Unless the context indicates otherwise, terms and expressions with an uppercase initial that is used herein and in our Proposal have the meaning given to them in the RFP.

**2. General**

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

A) we have examined, read, and understood the Development Agreement respectively dated [date to be provided] and, as amended by way of addenda (collectively, the “RFP”);

B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Development Agreement will be carried out.

**3. Pricing**

We confirm that all prices appearing in our Proposal are expressed in PKR, and represent aggregate prices that include all taxes except GST.

**4. Guarantees required by the Lenders**

We declare that we will be able to provide the guarantees required by the Lenders, as set out in the term sheet for each of the Financing Instruments.

**5. Revised and final Partnership Agreement**

We declare and confirm that we are prepared to execute the revised and final the Development Agreement dated DDMMYY and as modified by addendums, without any negotiation or amendment thereof, with the exception of minor changes to include features that are specific to the Proposal of the Selected Bidder.

## ***AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL***

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**6. Firm and irrevocable Proposal**

Our Proposal constitutes a firm offer to the Client that is irrevocable and binding upon us, and that cannot be withdrawn or amended until after a period of six months following the Submission Deadline indicated in the RFP.

**7. Proposal compliant with submission requirements**

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

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical proposal compliance evaluation criteria;
- the Financial Proposal compliance evaluation criteria.

**8. RFP**

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

**9. Information contained in the RFQ**

We hereby declare, warrant, and confirm that all of the declarations made in the Proposal that we have presented in response to the Request for Qualifications for the contract constitute permanent declarations that are still correct as at the date hereof, with the exception (i) of those that have been expressly amended in our Proposal, in which case we have clearly indicated in our Proposal that corrections were made thereto, or that they no longer corresponded to the declarations made in our Proposal; and (ii) of those that have otherwise been expressly communicated in writing to the Client, and to which the latter has consented, in writing, before the Submission Deadline.

**10. No material deterioration**

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements contained in the Submission that was presented in response to the Request for Qualifications for the Partnership;
- with the exception of what is indicated in detail in a schedule attached to this letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation;
- with the exception of what is indicated in detail in a schedule attached to this letter,

## **AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL**

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we are not aware of any reason for which an action, suit, or proceeding could be brought

**11. No collusion or conflict**

In preparing and submitting our Proposal, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, Participant, or Key individual of the team of a Bidder), regarding the content, preparation, or presentation of its Proposal. Our Proposal has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, Participant, or Key individual of the team of the Bidder, with the exception of a holding of less than 1% of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, Participant, or Key individual of the team of a Bidder).

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

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

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

**12. Evidence of authority**

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

**13. Copies**

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

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

**Bidder:**

(Name)

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

-  
(Street address or postal box number)

-  
(City, Province, and Postal Code)

**Authorized signatory:**

-

**Name and title:**

-

(Please type or print)

**IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:**

Executed and delivered by:

-

**[\*NAME OF THE CONSORTIUM OR OTHER ENTITY]** by its duly authorized representative, and by **[provide particulars on the signature]:**

-  
[NAME OF BIDDER \*]

-  
(Authorized signatory)

-  
(Authorized signatory)

Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Proposal, that he accepts them, and that the Proposal has been submitted with his consent;

***AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL***

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- confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to him, with such modifications as the circumstances require

**EXECUTED on,**

**Member:** -  
(Name)

Name and title: -  
(Please type or print)

Authorized signatory: -  
(Name)

Name and title: -  
(Please type or print)

Participant: -  
(Name)

Name and title: -  
(Please type or print)

Authorized signatory: -  
(Name)

Name and title: -  
(Please type or print)

Key individual\*: -  
(Name)

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Name and title:

-

(Please type or print)

\* Applicable to Key Individuals who are not employees of the Bidder, a Member, or a Participant

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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### Appendix E – Declaration

*[To be printed on Company letterhead of the Lead Consortium Member]*

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

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

By submitting this Proposal, we represent and warrant to the Client that our Proposal has been prepared and is being submitted by us solely on the basis of investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and is not in any way based and/or dependent on any action or omission of the Client or the scope, timeliness, accuracy, completeness, relevance, or suitability of any information provided in the RFP. We further represent and warrant to the Client that we have understood all aspects of the RFP including but not limited to the evaluation criteria laid down therein and understand that the same is in line with laws applicable to the RFP including but not limited to the SPPRA rules.

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

We acknowledge that the Client is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any Proposal submitted and thereafter invite any Selected Bidder to enter into a the Development Agreement for the delivery of the Project.

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

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

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Power of attorney attached: (YES/NO) \_\_\_\_\_

Date: \_\_\_\_\_

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

# AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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## Appendix F – Non-Disclosure Agreement

*[To be printed on Company letterhead of the Lead Consortium Member]*

### **Strictly Private & Confidential**

DD MM 2014

**Bidder**

**Bidder** Address

Dear Mr. **[Authorized Representative of Bidder]**

### **Confidentiality Agreement**

This letter sets out the terms and conditions governing disclosure and exchange of confidential and/or proprietary information (Confidential Information) between **the Client** and **Bidder** whereby **Bidder** intends to explore the possibility of entering into a the Development Agreement for the design, finance, build, operate and Own of Affordable Housing Project at Ashiana-e-Iqbal, Burki Road, Lahore (the “**Project**”). This letter and such terms being referred to herein shall constitute “this Agreement”.

Confidential Information means all documents, software, reports, data, records, forms and other materials provided to the **Bidder** by the Client or their advisors pursuant to this Agreement:

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

"Confidential Information" shall not include information that:

- is or becomes publicly known through no wrongful or unlawful act of **Bidder**;
- is already in **Bidder's** possession prior to its disclosure by **the Client**;
- is independently developed by **Bidder** without the benefit of confidential Information provided by **the Client**; or
- is received by **Bidder** from a third party not known to **the Client** to be under any restriction or an obligation of confidentiality.

In consideration of being provided with the Confidential Information, **Bidder** hereby agrees with **the Client** on the following terms:



## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

1. The Confidential Information will be used by **Bidder** solely to explore the possibility of entering into a the Development Agreement with **the Client** for the design, finance, build, operate and Own Affordable Housing Project at Ashiana-e-Iqbal, Burki Road, Lahore (**“Stated Purpose”**) and will be kept confidential and will not be disclosed, in whole or in part to any other person, except that the Confidential Information or portions thereof may be disclosed to those of the partners, directors, officers and employees (collectively ‘Representatives’) of **Bidder** who need to know such information for the Stated Purpose (it being understood that those Representatives will be informed of the confidential nature of the information.).
2. **Bidder** shall not be deemed to be in breach of this Agreement for any disclosure of Information in confidence to its professional advisers or insurers or as may be required by law or any regulatory authority or professional practice requirements.
3. This Agreement shall continue for one year from the date of this Agreement unless and to the extent that **the Client** may release it in writing.
4. This Agreement shall be governed by and construed in accordance with the Pakistani law and both parties submit to the exclusive jurisdiction of the Pakistani courts.

Please indicate your acceptance of the terms of this Agreement by signing the enclosed duplicate copy in the space indicated and returning it to us.

Yours sincerely  
Director General,  
Lahore Development Authority

We have read this Agreement fully and confirm our agreement with its terms.

Signature:

Name:

Position:

Date:

***[duly authorized for and on behalf of Bidder]***

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

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### Appendix G - Format of Joint Venture/Consortium MoU

#### MEMORANDUM OF UNDERSTANDING

Between

*[First Member]*

And

*[Second Member]*

*(For Providing/Rendering Particular Development Activities)*

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called "MOU") made and entered into this ..... day of the month of ..... 20\_\_, by and among:

- *[Name & complete address of First/Leading Member]* (hereinafter called "*[short name/acronym]*"), which expression shall include its successors, legal representatives and permitted assigns;
- *[Name and complete address of Second Member]* (hereinafter called the "*[short name/acronym]*"), which expression shall include its successors, legal representatives and permitted assigns;

(Both of the above for the purpose of this MOU shall hereinafter individually called the "Member" and collectively called the "Members")

WHEREAS,

- (a) *[Name of the Client]* represented by *[Name of the person/officer]* (hereinafter called the "the Client") has invited through *[Mention the title of invitation]* published in daily *[Insert name of news paper]* dated *[Insert date]* to submit proposal for Development Activities for *[Name of the Project]* (hereinafter called the "Project");
- (b) the Members hereby intend to join hands to form an unincorporated association for the sole purpose of, preparation and submission of joint proposal as required to be submitted to the Client for carrying out the Development Activities for the Project. In case of acceptance of proposal by the Client, the members shall perform the Development Activities as shall be agreed through Joint Venture/ Consortium *[Use which is appropriate]* Agreement and the contract to be entered between the Client and the Joint Venture/Consortium.

NOW, THEREFORE, the Members confirm their understanding (hereinafter called the "Association") as follows:

## **AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL**

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### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

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

- 1.1.1 "Association" means the understanding formed between the Members in accordance with this MOU;
- 1.1.2 "the Client" means the person, firm, company or body named as client in the Joint Venture/Consortium Agreement and none other, except its legal successors and permitted assigns;
- 1.1.3 "Contract" means the Contract between the Client and the Joint Venture/Consortium for the provisions of professional services for the Project;
- 1.1.4 "Country" means [State the name of the "Country"] where the Project is located;
- 1.1.5 "Invitation" means the invitation of the Client to submit a proposal for the provision of particular engineering services for the Project;
- 1.1.6 "Joint Venture" means the Joint Venture to be formed between the Members for the Project and the Client;
- 1.1.7 "Joint Venture Agreement" means the formal agreement to be entered between the Members, and the Client;

In case of Consortium Agreement

- 1.1.8 "Consortium" means the consortium to be formed between the Members for the Project;
- 1.1.9 "Consortium Agreement" means the formal agreement to be entered between the Consortium Members, upon acceptance of proposal for the Project;
- 1.1.10 "Proposal" means the proposal to be prepared and submitted by the Members in response to the Invitation, by the Client;
- 1.1.11 "Development Activities" means the development of the Project including procuring, constructing and any other activity relating to the same;
- 1.1.12 "Representative" means the person nominated by the Members(s) of the Joint Venture/Consortium through Power of Attorney to sign the Proposal and the Contract on behalf of and in the name of that Member. The signature of Representative shall bind each Member in respect of all obligations and liabilities it assumes under the Joint Venture/ Consortium Agreement.

## ***AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL***

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1.1.13 “Leading Member” means the Member which will take the lead in the management of the Association’s affairs under this MOU and which will provide the Association’s Representative for liaison with the Client;

1.1.14 “Day” means the period between any one midnight and the next, and “month” means a period of one month according to the Gregorian calendar commencing with any day in the month; and

1.1.15 “Document” means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied.

### **1.2 Interpretation**

1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.

1.2.2 The headings in this MOU shall not be taken into consideration in its interpretation.

1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this MOU and not to those in any other document attached or incorporated by them.

### **2. ASSOCIATION/UNDERSTANDING**

2.1 The Members hereby intend to join hands to form an unincorporated association for the purpose of:

- preparing and submitting the Proposal to the Client;
- providing any further information, the Client may require or negotiating with the Client on any matters requiring negotiation in connection with the Proposal;
- entering into a formal Joint Venture/Consortium Agreement; and
- performing all the Development Activities to be undertaken for the Project by the Joint Venture/Consortium under the Joint Venture/Consortium Agreement.

2.2 The Members hereby appoint the Leading Member and, pursuant to Clause 3.2, the representative of the Association.

1.3 Notwithstanding anything to the contrary, the Lead Member should remain liable for all the obligations and liabilities of other Consortium.

1.4 Where required by the Client, the Member shall establish a wholly owned subsidiary to perform the activities for part thereof as set out in clause 2.1.

### **3. PROPOSAL SUBMISSION**

## ***AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL***

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3.1 Upon the execution of this MOU, each of the Members shall grant a Power of Attorney in favour of a person nominated by it as its Representative. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and the Joint Venture/Consortium Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this MOU.

3.2 The Representative of the Leading Member shall be the representative of the Association for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Proposal and alterations to it and to the Development Activities to be performed.

**4. NOT USED**

**5. LANGUAGE AND LAW**

This MOU shall be written and interpreted in English Language and the law which is to be applied to this MOU shall be the law of Islamic Republic of Pakistan.

**6. NOT USED**

**7. NOT USED**

**8. NOT USED**

**9. NOT USED**

**10. ASSIGNMENT AND THIRD PARTY**

No Member shall assign, sell, transfer or in any way encumber its interest under this MOU, or its interests in any sums payable by the Client, without first obtaining the consent in writing of other Member.

**11. SEVERABILITY**

If any part of the provisions of this MOU is found in any way to be void or not applicable, such part of the provisions shall be deemed to be deleted and remainder provisions of MOU shall continue in force and effect.

**12. MEMBER IN DEFAULT**

In the event of insolvency of a Member, the other Member hereby irrevocably constituted and appointed attorney-in-fact for such insolvent Member to act for it in all matters affecting performance of the Joint Venture/Consortium Agreement to be entered with the Client.

**13. LIABILITY**

## AFFORDABLE HOUSING APARTMENTS AT ASHIANA-E-IQBAL

In case of the Consortium, all Members would be jointly and severally liable for all obligations and responsibilities under the Joint Venture/Consortium Agreement and other ancillary documents.

### **14. NOT USED**

IN WITNESS WHEREOF the Members hereto have executed this MOU in [*State name of place*] on the day, month and year first above written.

- 1.** Signed for and on behalf of  
*[Name of the Leading Member]*

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Seal

- 2.** Signed for and on behalf of  
*[Name of the Member]*

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_