REQUEST FOR PROPOSAL (RFP)

HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR MIXED-USE COMMERCIAL DEVELOPMENT

29th June, 2026

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SECTION 1: INVITATION LETTER

Dear Sir/Madam,

Sub: <u>HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR MIXED-USE COMMERCIAL DEVELOPMENT:</u>

1. This Request for Proposals (RFP) is being issued by the CEO REDAMCO (the "Procuring Agency"), under PPRA Rules 2004. The Procuring Agency invites "Technical and Financial Proposals" from Consultants for Technical and Commercial Feasibility Study (Transaction Advisory Services) Assignment for Public Private Partnership of Mix-Use Real Estate Development projects on Pakistan Railway Properties.

2- The objectives of the project include:

- Sustainable Real Estate Development and Revenue generation for Pakistan Railway.
- Develop a Revenue Sharing/ Joint Venture Models for Public-Private development projects.
- Encourage the Private sector participation in Real Estate development.
- Foster Employment Generation during Planning and Operational Phases.
- Provide Quality and market viable solutions for REDAMCO on Pakistan Railway Lands.
- Maximize land utilization through integrated and sustainable urban development.
- Improve access to Public and Community amenities through Planned Development.
- Ensure transparency and value-for-money in the Joint Venture Transaction Structure.
- Provide Conceptual Planning Models for the designated Pakistan Railway Properties.
- Comprehensive Environmental Impact and Social Impact study for the Projects.
- Carry-out full-scope, addressing all the relevant Regulatory, Legal, Technical and Financial aspects of the Project, and recommend transaction structure that should optimize objectives of all the stakeholders and create win-win partnership between the Public and Private Sectors;
- Plan and execute Marketing of the Project; prepare and execute an Efficient, Transparent and competitive bidding process leading to selection of technically qualified and financially sound private-partner(s);
- Assist REDAMCO in Negotiating PPP contract/ Concession Agreement; and
- Assist REDAMCO to achieve timely Financial close for the Project.

3- Prospective Consultancy consortia encourage to acquaint fully with the Assignment and local conditions before submitting their proposals, by sending written queries to the Procuring Agency, if any. Please note that no cost of any such visit or queries shall be reimbursable.

4- A consortium will be selected under the **Quality and Cost Based Selection Method** (QCBS) described in RFP, as per the **Public Procurement Rules 2004 (PP Rules)**. It is, therefore, recommend that the participants thoroughly examine the applicable laws to understand the nature of their possible relationship with the client and the rules governing this relationship. RFP includes the following documents:

Section 1: Letter of Invitation
Section 2: Instructions to Consultants (Including Data Sheet)
Section 3: Technical Proposal - Standard Forms

Section 4: Financial Proposal - Standard Forms
Section 5: Terms of Reference
Section 6: Evaluation Criteria and Scoring System
Section 7: Integrity Pact
Section 8: Affidavit
Section 9: Power of Attorney
Appendix-I: Draft Consultancy Contract

Yours sincerely,
Manager Procurement
REDAMCO

SECTION 2: INSTRUCTIONS TO CONSULTANTS:

2.1 Definition

All capitalized terms not defined herein shall have the meaning set forth in the Consultancy Services Contract.

Applicable Laws	Means all applicable federal, provincial and local laws, promulgated or brought into force and effect in Pakistan, as the case may be, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Assignment;
Assignment	HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR MIXED-USE COMMERCIAL DEVELOPMENT
Proposal(s)	Any proposal submitted by the Consultants as a response to this RFP that are prepared and submitted in accordance with this RFP and are in compliance of the same. The proposal shall include Technical Proposal and the Financial Proposal.
Consultancy Firm	A Consultancy Firm is a single legal entity (company/partnership/LLP) that provides professional advisory services—e.g., transaction advisory, legal advisory, engineering/technical advisory, financial modeling, project management, etc. Note: "This assignment shall be executed through a Consortium. Submission by a single firm (as an individual consultancy firm) is not permitted. Only proposals submitted by a Consortium meeting the composition requirements stated herein shall be considered."
Proposal Price	Final price quoted by the consortium in the Financial Proposal should only be in Pakistani Rupees, including all costs and taxes.
Business Day	Any day other than Sunday or public holiday in the Islamic Republic of Pakistan which banks in Pakistan are generally open for business.
Bid Security	The security deposit to be made by consortium in the form of CDR, Pay order or bank draft issued by a scheduled commercial bank operating in Pakistan acceptable to the REDAMCO in the amounts and conditions specified in Section 2.17.
Bid Validity Period	Period of 120 days.
Consortium	A Consortium is a group of two or more separate firms that submit one joint proposal to deliver the assignment together, usually because the RFP needs multiple specialties (e.g., Financial + Legal + Technical). **Note:** For this particular consultancy services, The Consortium shall comprise **exactly Three members** (Financial + Legal + Technical/Engineering). No additional members permitted.

Consultancy Agreement	The contract to be executed after the completion of the competitive bidding procedure between the Procuring Agency and the Preferred consortium.
Consultant / Transaction Advisory Services (TAS)	A professional who can study, design, organize, evaluate and manage project or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, management firms, procurement agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
Bid Data Sheet	Such part of the instructions to Consortium Member Firms that is used to reflect specific assignment conditions.
Day	Calendar day including holiday.
Government	The Government of Pakistan
Instructions to Consortium Member Firms	(Section 2 of the RFP) Means a document that provides Consortium Member Firms with all the necessary information to prepare their proposals.
Key Professional Staff	Means the professionals assigned by the Consultant to undertake assignment as listed under the Evaluation Criteria and Scoring System.
Lead Member	In a Consortium, the firm leading the overall Assignment.
Preferred Consortium	The successful consortium that will be selected by the Procuring Agency.
Procuring Agency	Railway Estate Development and Marketing Company (REDAMCO)
Submission Deadline	The deadline for submitting their proposal as given in the Bid Data Sheet.
Request for Proposal / RFP	This document, the Request for Proposal prepared by the Procuring Agency for the selection of consortium.
PP Rules	Public Procurement Rules 2004, amended from time to time.
Terms of Reference	(TOR) The document included as Section 5 in the RFP explaining the objectives, scope of work operations, and tasks to be done, respective roles of the Procuring Agency and the Consultant/Consortium, and expected results and deliverable of the assignment.

2.2 Introduction:

2.2.1 The Procuring Agency will select a Consortium in accordance with the method of selection specified in the Bid Data Sheet.

2.2.2 The Consortium Member Firms are invited to submit a Technical Proposal and a Financial Proposal as specified in the Bid Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Consultancy Agreement with the Preferred Consortium.

2.2.3 The Consortium Member Firms should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consortium Member Firms may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the Assignment.

2.2.4 The Consortium Member Firms shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation, if any. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consortium Member Firms in line with PP Rules.

2.2.5 While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.

2.2.6 If a consortium is qualified/ selected on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.

2.2.7 In case a firm is proposing Key Professional Staff from Educational/ Research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

Bidding Process Timetable:

ACTIVITY	DATE
Issuance of RFP	After Advertisement
Pre-Bid Conference	NA
Clarifications / Comments Request Deadline	As per Bid Data Sheet
Bids Submission Deadline	As per Bid Data Sheet

Conflict of Interest:

2.4.1 The Consortium Member Firms are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consortium Member Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the consortium or the termination of its contract, as the case may be.

2.4.2 Without limitation on the generality of the foregoing, Consortium Member Firms, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

i. A Consortium member that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

ii. A Consortium Member Firms or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm to be executed for the same or for another Procuring Agency.

iii. A Consortium Member Firms that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Consultancy Agreement, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved.

Engagement of Government Officials:

2.5.1 Government officials and Civil Servants may be hired as consultants only if:

i. They are on leave of absence without pay;
ii. They are not being hired by the agency they were working for, six months prior to going on leave; and
iii. Their employment would not give rise to any conflict of interest.

Integrity Pact:

2.6.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the provisions in PP Rules which defines:

"Corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

"Fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation"

2.6.2 Pursuant to Rule 7 of PP Rules, the consortium undertakes to sign an Integrity pact in accordance with prescribed format attached (Section 7).

Procurement Method:

2.7.1 The procurement would follow **"Single Stage Two Envelopes Method"**. The Original Proposal shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.

2.7.2 The procurement would take **Place through EPADS.**

2.8 Only one Proposal:

2.8.1 The Consortium Member Firms submit only one Proposal for the whole package. If a consortium submits more than one Proposals, such proposals shall be disqualified. Participation of the same sub-consultant, including individual experts, in more than one proposal is not allowed.

2.8.2 A Consortium member or lead firm, shall not form or join any other/additional Joint Venture/ association with any other firm for the same consultancy services under this procurement. Any such participation will result in disqualification of the proposals involved.

2.9 Bid Validity:

2.9.1 Bid Validity (also called Proposal Validity Period) is the time period during which a Consortium offer remains legally binding and cannot be changed or withdrawn after the proposal submission deadline. The Bid Data Sheet indicates Bid Validity Period.

2.9.2 During Bid Validity period, The Procuring Agency will make its best effort to complete the procurement process.

2.9.3 However the need arises, the Procuring Agency may request Consortium to extend the validity period of their Proposals. Consortium Member Firms who agree to such extension shall confirmation of extension of validity of the Proposal.

2.9.4 The Consortium who, does not agree have the right to refuse to extend the validity of their Proposals.

2.9.5 The Consortium shall submit required Bid Security in the required form, along with Financial Proposal defined in the Bid Data Sheet.

2.9.6 Bid Security shall be returned to the unsuccessful Consortium once the Consultancy Agreement has been signed with the Preferred consortium or the validity period has expired.

2.9.7 The Consortium shall provide the Bid Security in accordance with the PP Rules acceptable to the Procuring Agency. The proposal shall be summarily rejected if it is not accompanied with the Bid Security.

2.10 Clarification and Amendment in RFP Documents:

2.10.1 The Consultancy Firm(s) may request for a clarification of contents of the RFP and Draft Consultancy Contract in writing by the date mentioned in the Data Sheet, and Procuring Agency shall respond to such queries by the date mentioned in the Data Sheet, provided they are received latest by the date.

2.10.2 The Procuring Agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarifications, it shall do so, at its sole discretion.

2.10.3 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum. The addendum shall be uploaded on E-PADS only and/or Procuring Agency website.

2.10.4 To give Consultancy Firm(s) reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the Submission Deadline.

2.11 Preparation of Proposals

2.11.1 In preparing their Proposal, Consortium Member Firms are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

2.11.2 The Proposal must be prepared in two separate parts, each to be contained in a separate cover as follows:

Cover 1: Technical Proposal
Cover 2: Financial Proposal

2.12 Language:

2.12.1 The Proposal as well as all related correspondence exchanged by the Consortium and the Procuring Agency shall be written in English. However, it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

2.13 Technical Proposal Format and Content:

2.13.1 While preparing the Technical Proposal, Consortium must give particular attention to the following:

i. It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
ii. Key Professional Staff who are not employees of the Consultancy firms must certify 14(b) of Form Tech-6 and sign the CV with no amendments or changes thereto.
iii. Proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.
iv. Alternative Key Professional Staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

2.13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

i. A brief description of the consultant organization and an outline of recent experience on assignments (Form Tech-2) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
ii. Any comments or suggestions on the Terms of Reference and on the data and facilities to be provided by the Procuring Agency (Form Tech-3).
iii. A detailed description of the proposed methodology, work plan for performing the assignment, staffing (Form Tech-4).
iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form Tech-5).
v. CV's recently signed by the proposed Key Professional Staff and the authorized representative submitting the Proposal (Form Tech-6). Key information should include number of years working for the consultant and degree of responsibility held in various assignments.
vi. The Consultant's relevant experience shall be considered for scoring only where such experience is directly relevant to the Assignment and is supported by verifiable documentary evidence acceptable to the Procuring Agency. The Procuring Agency shall determine, in its sole discretion and in accordance with the Evaluation Criteria, the relevance, authenticity, and sufficiency of the supporting documentation for the purposes of awarding marks.
vii. "Only experience supported by documentary evidence (contract/PO and completion certificate or client verification) shall be scored. The Procuring Agency may verify any claim directly from the client."
viii. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech-7 and Form Tech-8).

ix. Any additional information requested in the Data Sheet.

2.14 Financial Proposal:

2.14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.15 Taxes

2.15.1 The Consultant will be subject to all applicable taxes including stamp duty and service charges at prevailing rates unless exempted by relevant tax authority.

2.16 Submission, Receipt, and Opening of Proposals:

2.16.1 The Proposals (Technical and Financial) shall be submitted through **E-PADS is mandatory** in two separate electronic envelopes as per system instructions.

2.16.2 Failure to submit on **E-PADS** and/or failure to deliver the original Bid Security by the deadline shall render the Proposal non-responsive.

2.16.3 One Copy proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"** Similarly, the original Financial Proposal shall be submitted, one copies and shall be placed in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** followed by name of the assignment, and with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL."** If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the **Proposal non-responsive**.

2.16.4 Proposals shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 and shall be signed by the authorized representative of the Consultants or Lead Member of Consortium.

2.16.5 All pages of the original Technical and Financial Proposals shall be numbered in ascending order, be initialed and stamped by an authorized representative of the Consultant Lead Member of Consortium.

2.16.6 In each case, the authorization (of authorized representative) shall be in the form of a duly notarized power of attorney accompanying the Proposal in the form provided in Section 9.

2.16.7 **Original Bid Security** shall be delivered in a sealed envelope to the Procuring Agency address **on or before** the Submission Deadline. Failure to submit the Proposal on E-PADS and/ or failure to deliver the original Bid Security by the deadline shall render the Proposal **non-responsive**.

2.16.8 All required copies of the Technical Proposal are to be made from the original **(Submitted through E-PADS)**. If there are discrepancies between the original and the copies of the Technical Proposal, the original **(E-PADS)** governs.

2.16.9 The Proposals must be sent to the address in hard form indicated in the Data Sheet (and **uploaded on E-PADS**) and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date.

2.16.10 Any Proposal received by the Procuring Agency after the Submission Deadline shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency's internal dispatch workings, Consultants should ensure that Proposals to be sent through couriers should reach a day before the Submission Deadline.

2.17 Bid Security

2.17.1 A proposal submitted by each consortium must be accompanied by a Bid Security in an amount of Rs. Two Million (Rs. 2,000,000) for each Package, which shall remain valid for a period of at least one hundred twenty (120) days.

2.17.2 The Bid Security submitted by the Consortium shall be released to the unsuccessful Consortium upon signing of the Consultancy Agreement with the Preferred Consortium.

2.17.3 Any Proposal not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than the requirement mentioned in 2.17.1 or other than in the required form by this RFP shall be, in each case, rejected by the Procuring Agency as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.

2.17.4 The Bid Security may be in-cashed by the Procuring Agency in the following circumstances:

a) In the case of Preferred consortium, if it fails within the specified times to:

- Comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
- Sign the Consultancy Agreement within 30 days of issuance of Letter of Acceptance;

b) In case of an occurrence of Consultant's event of default in terms of the Consultancy Agreement; and / or

c) The consortium withdraws its proposal during the Bid Validity Period;

2.18 Proposal Evaluation

2.18.1 The Procuring Agency shall first check the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all proposals received. Any Technical Proposal which, does not meet basic eligibility criteria shall not be evaluated further for technical score. Such proposal will stand non-compliant.

2.18.2 From the time the Proposals are opened to the time the contract is awarded, the Consortium Member Firms should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any consortium member to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the consortium Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.18.3 Quality and Cost Based Selection Method (QCBS) will be adopted in evaluating the Proposal. In the first stage a technical evaluation will be carried out. Only those Technical Proposals, which score minimum marks, shall be considered for evaluation of Financial Proposal.

2.19 Evaluation of Technical Proposals

2.19.1 The Procuring Agency shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.

2.19.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing, Consortium lead Partner that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Qualified Consortium Member Firms' attendance at the opening of Financial Proposals is not mandatory. Financial Proposals of those Consortium who failed to secure minimum qualifying marks shall be returned un-opened.

2.20 Evaluation of Financial Proposals

2.21.1 Financial Proposals shall be opened in the presence of the technically qualified Consortium Member Firms' representatives who choose to attend. The Financial Proposal of the Consortium Member Firms who meet the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded and the Bid Security in the Financial Proposals will be checked.

2.21.2 The Procuring Agency will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.21 Negotiations

2.21.1 Negotiations may be held at the date and address to be communicated by the Procuring Agency. The invited consortium will, as a pre-requisite for attendance at the negotiations, confirm availability of all Key Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked consortium. Representatives conducting negotiations on behalf of the consortium must have written authority to negotiate and conclude Consultancy Agreement.

2.22 Availability of Professional staff/experts

2.22.1 The consultant must submit CV for each required Key Professional Staff. Moreover, the Key Professional Staff team will be made an integral part of the Consultancy Services Contract. Having selected the consortium on the basis of, inter alia, an evaluation of proposed Professional Staff, the Procuring Agency expects to negotiate Consultancy Agreement on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the professional staff will be actually available.

2.22.2 The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity.

2.22.3 If this is not the case and if it is established that professional staff were offered in the Proposal without confirming their availability, the consortium may be disqualified.

2.22.4 Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the consortium within the period of time specified in the letter of invitation to negotiate.

2.23 Award of Acceptance

2.23.1 After completing negotiations, the Procuring Agency shall issue Letter of Acceptance (LoA) to the Preferred consortium and within seven days of the award of contract, Procuring Agency shall publish on the website of PPRA and on its own website, if such a website exists, the result of the bidding process, identifying the proposal through procuring identifying number, if any and the following information, evaluation report, letter of award, schedule of requirement, as the case may be.

2.24.1 After publishing of award of contract, the Preferred consortium is required to submit Performance Security as indicated in Data Sheet.

2.24 Confidentiality

2.24.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consortium Member Firms who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the LoA. The undue use by any consortium of confidential information related to the process may result in the rejection of its Proposal.

2.25 Consortium Agreement:

In the Consortium of firms, the Proposal shall be accompanied by a certified true copy of the Consortium Agreement. The Consortium Agreement as applicable shall confirm the following therein:

i. Date and place of signing;
ii. Purpose of consortium (must include the details of contract works for which the consortium has been invited to proposal);
iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment;
iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;
v. An undertaking that the firms are jointly and severally liable to the Procuring Agency for the performance of the services;
vi. Duties, responsibilities and powers of the Lead Member;
vii. The authorized representative of the consortium members.

a. Any alternative Proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortium, for the assignment will be summarily rejected. In such an event, all the Proposals submitted by such firm and its Consortium or associate shall be rejected.
b. The Proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the Proposal(s) without prejudice to the rights of the Procuring Agency to initiate further proceedings against the said firm(s).
c. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the consortium hereunder shall continue to have effect in addition to its obligations under the Consultancy Agreement.
d. In case of any international firm(s) being part of a Consortium, the Consortium Agreement printed on Lead Member / Consultant's letter head, complying with the requirements of this section 2.26 of the RFP, duly signed by all the parties to the agreement, will be acceptable.
e. Furthermore, for the sake of clarity, the Consortium Agreement thus provided by Consortium Member Firms, must encapsulate all the elements as mentioned in this section 2.26. The form and drafting of the Consortium Agreement is at the discretion of the Consortium Member Firms, however, the substance must encapsulate all the elements mentioned in this section 2.26.

2.26 Schedule of Deliverables & Payment Schedule:

	Phase-1: Project Technical Planning	Timeline	Payment (on contract Price)
1	Inception report, Policy and Regulatory/Legal Frame Work	10 Days	10%
2	Land use development Plan, Master Planning & Conceptual design, Environmental and Social Impact Study	15 Days	15%
Total Payment of Phase-1 Subtotal (sum of above)			**25%**

	Phase-2: Project Feasibility Study	Timeline	Payment (on contract Price)
1	Financial Feasibility	15 Days	25%
2	Business Models/ Bench Marking	15 Days	25%
Total Payment of Phase-2 Subtotal (sum of above)			**50%**

	Phase-3: Transaction Negotiation and Financial Closure	Timeline	Payment (on contract Price)
1	Marketing and Bidding Process	30 Days	10%
2	Execution of Agreement	20 Days	15%
Total Payment of Phase-3 Subtotal (sum of above)			**25%**

BID DATA SHEET:

The following specific data shall supplement the provisions in the Document.

	Project Name	HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR HIGH RISE MIXED-USE COMMERCIAL DEVELOPMENT
1	**Address and Focal Person of Procuring Agency**	**Designation: Manager Procurement** **Address:** REDAMCO. 1st Floor, Corporate Office I-11/1, Islamabad Tel: 51-9278717-20
2	**Address for Submission of Proposals**	**Designation: Chief Executive Officer** **Address:** 1st Floor, Corporate Office I-11/1, Islamabad Tel: 51-9278717-20 "Proposals shall be submitted only through **E-PADS** in two separate electronic envelopes (Technical and Financial). The original Bid Security and one (1) copy of Proposal shall be delivered in physical form to the Procuring Agency by the Submission Deadline. Failure to submit on E-PADS and/or failure to deliver the original Bid Security by the deadline shall render the Proposal non-responsive.
3	**Pre-bid Meeting**	**06th July 2026 at 2:00 P.M**
4	**Submission Deadline date and time**	**2:00 P.M Pakistan time on 16th July 2026**
5	**Proposal Opening**	**2:30 P.M Pakistan time on 16th July 2026**
6	**Envelopes**	**"ORIGINAL PROPOSAL"** DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and, DO NOT OPEN, EXCEPT IN PRESENCE OF THE PROCURING AGENCY on outer envelope.
7	**Language of Proposals and correspondence**	English
8	**Bid Validity Period**	120 days from the Submission Deadline.
9	**Evaluation Criteria**	Refer Section 6A
10	**Scoring System**	Refer Section 6B
11	**Method of Selection**	**Quality and Cost Based Selection (QCBS) (80:20)**
12	**Bid Security**	The Consultant shall deposit a bid security for each package of an amount of Rs. Two million (2,000,000) in the form of

		Pay Order / CDR in favoring "**Railway Estate Development & Marketing Company (Pvt) limited**", which shall remain valid for a period of 120 days. The Original bid security shall be delivered physically at REDAMCO office before or on the time of bid submission maximum.
13	**Tax Liability**	The Procuring Agency shall only deduct income tax on services. Consortium has to assess all other applicable taxes while quoting the Bid Price in the Financial Proposal.
14	**Performance Security**	For the purposes of executing the Consultancy Agreement (in the form attached to the RFP Documents), the Winning consortium is required to submit a Performance Security for each Package of PKR 3,000,000/- (Three Million only) in the form of Bank Draft / Pay Order within fifteen (15) days, or at least one (01) day prior to signing of the Consultancy Agreement, whichever is earlier, in accordance with the RFP Documents.
15	**Bids**	Separate bid along with separate bid security shall be submitted, If any bidder participated in more than one package.
16	**E-Grievance Redressal Systems**	The Grievance process will be conduct according to Rule-13 of E-Pak Procurement Regulations, 2023.

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

[*Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.*]

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience
A – Consultant's Organization
B – Consultant's Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignment

Form TECH-6. Curriculum Vitae (CV) for proposed Key Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To:

Manager Procurement
REDAMCO
Islamabad

Dear Sir,

We, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services related to the Assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.*]

B – Consultant's Experience:

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

<table>
<tr><td>Assignment Name:</td><td colspan="2">Consortium Member which has performed the Assignment:</td></tr>
<tr><td>Country:

Location within Country:</td><td colspan="2">Professional Staff Provided by your firm</td></tr>
<tr><td>Name of Client:

Authorized Representative:
(Name & Designation)

Telephone:
Email:</td><td colspan="2">No. of Staff:</td></tr>
<tr><td>Address:</td><td colspan="2">No. of Staff Months:</td></tr>
<tr><td>Start Date
(Month / Year)</td><td>Completion Date
(Month / Year)</td><td>Approx. Value of Services: (in current PKR):

Estimated / Actual Project Cost:</td></tr>
<tr><td>Name of Association Firm(s) if any:</td><td colspan="2">No. of Months of Professional

Staff provided by Associated Firm(s)</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of actual services provided by your staff within the assignment:</td></tr>
</table>

Firm's Name: _____

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE:

On the Terms of Reference (TORs)

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

1.

2.

3.

4.

5.

..

..

FORM TECH-4.

A: UNDERSTANDING OF THE ASSIGNMENT

B: APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

A: UNDERSTANDING OF THE ASSIGNMENT

(Note that, 'Understanding of the Assignment' presented by any consortium in its Technical Proposal, shall not be more than 5,00 words.)

B: APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

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

1) **Technical Approach and Methodology.** *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

2) **Work Plan.** *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form-VIII.*

3) **Organization and Staffing**. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

(Note that, 'Proposed Methodology' presented by any consortium in its Technical Proposal, shall not be more than 5,000 words.)

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT:

I.	**Professional Staff**				
S. No	Name	Firm	Area of expertise	Position	Task Assignment
1					
2					
3					
4					
..					
…					

FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

2. Name of Firm [*Insert name of firm proposing the staff*]: _____

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

4. Date of Birth: _____

5. Nationality: _____

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

7. Membership of Professional Societies: _____

8. Other Training [*indicate significant training since degrees under 6 –Education was obtained*]: _____

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

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

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

From [Year]: _____To [Year]: _____ Employer: _____ Position held: _____

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

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12*]:

Name of assignment or project: _____
Year: _____
Location: _____
Line Department: _____
Main project features: _____
Positions held: _____
Activities performed: _____

14. Certification:

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

If the CV is signed by the staff not currently an employee of the consortium, insert:

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

_____Date: _____

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE:

Months (in the Form of Bar Chart)

S. No.	Name	Position	Report Due/ Activities	Months								Number of Months
1												Sub Total (1)
2												Sub Total (2)
3												Sub Total (3)
4												Sub Total (4)
...												
....												

Part Time:

FORM TECH-8. WORK SCHEDULE:

S.No	Activity[1]	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1 Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim, and final reports), and other benchmarks such as Procuring Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS:

[*Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.*]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used as per the selection method.

Form FIN-1. Financial Proposal Submission Form
Form FIN-2. Summary of Costs

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM:

[*Location, Date*]

To:

Manager Procurement
REDAMCO
Islamabad

Subject: **HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR MIXED-USE COMMERCIAL DEVELOPMENT**

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures[1]].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Yours faithfully,

Authorized Signature [*In full and initials*]_____
Name and Title of Signatory _____
Name of Firm _____
Address_____

[*The Financial Proposal is to be filled strictly as per the format given in RFP.*]

1 Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.

FORM FIN-2 SUMMARY OF COSTS (IN LOCAL CURRENCY PKR)

Description	Amount (Rs)
Phase I: PROJECT TECHNICAL PLANNING. **Phase II:** PROJECT FEASIBILITY STUDY. **Phase III:** TRANSACTION ADVISORY OF THE PROPERTY	
Total Costs inclusive of all applicable taxes	

Note:

i. Total Costs inclusive of taxes shall be considered for financial evaluation
ii. No escalation shall be payable during the services
iii. The consortium is required to complete the price schedule carefully and in case of any discrepancy or multiple prices, the proposal shall not be considered.
iv. In case of discrepancy between the unit price and total, the unit price shall prevail.
v. In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

SECTION 5: TERMS OF REFERENCE:

5.1 Project Background

The Ministry of Railway (MoR) of Government of Pakistan is aggressively focusing on revamping Pakistan Railways (PR) operations in the country. The MoR, in line with its vision, would also like to undertake a number of real estate development projects through private sector participation, complementing towards the requirements of its rail transportation infrastructure.

Railway Estate Development & Marketing Company (Pvt) Ltd (REDAMCO) intends to engage Advisory Consortium of Consultants to provide Transaction Advisory Services (TAS) related to strategy formulation, master planning, feasibility study, transaction structuring and assistance in developer selection, for various PR real estate projects, across Pakistan.

5.2 The Assignment

5.1.1 The objectives involve extensive activities grouped into **three major parts**.

PART-I: PROJECT TECHNICAL PLANNING.
PART-II: PROJECT FEASIBILITY STUDY.
PART-III: TRANSACTION ADVISORY OF THE PROPERTY

PART-I: Project Technical Planning:

The Advisory Consortium shall conduct a high-level analysis of PR's land assets to assess development potential and propose a comprehensive policy framework. The assessment will address technical, financial, and legal aspects.

Key activities under this part are outlined below:

INCEPTION REPORT:

Provides a detailed layout of work approach to the Project. The report will clearly articulate overall requirements of the Project with respect to the proposed methodology, detailed program of work, progress updates methodology and any additional requirements. At least, it will clearly articulate the project's main goals along with the activities planned to meet those goals.

LAND USE DEVELOPMENT REPORT:

1. Review PR properties for Mixed-use Commercial development through Public Private Partnership.
2. Propose Project Development Options along-with Concept Plan, in accordance with (Long- Term leasing) of Railway Land & Property Rules 2023 and the Local By laws.
3. Preparing a policy framework and setting development priorities.
4. Assess land value and financial potential/ yield.
5. To conduct Market Dynamics/ Market research study.
6. Assessment of Technical Aspect (Environment impact Assessment, Soil Investigation, Topographic Survey etc).
7. Proposed Site development Options with SWOT & PESTLE Analysis

POLICY FRAME WORK AND REGULATORY DEVELOPMENT STRATEGY:

8. Formulate an overall development strategy.
9. Prepare a report highlighting the legal and regulatory aspects affecting project implementation. This shall include requirements under the Land Acquisition Act, related legal issues, the development contract award process, procurement modes, and other relevant provisions.
10. Support in identifying potential investors, outlining project objectives and attributes, and assessing the project's impact along with its benefits.

11. Prepare/ Highlight viable and most advantageous Business Models.

12. Prepare Environmental Impact Study for the project.

13. Prepare Social Impact Studt for the project.

14. To Assess Project Risk affiliated and mitigation strategies.

PART-II: PROJECT PLANNING AND FEASIBILITY STUDY:

As part of the assignment, the Advisory Consortium will conduct a detailed study of the property, which will cover project planning and feasibility analysis. Key activities under this part are outlined below:

MASTER PLANNING AND CONCEPTUAL DESIGN:

1. Compile and assess all available information for each land parcel from REDAMCO.

2. Develop multiple conceptual design schemes, outlining land use, zoning, components, and key features etc.

FEASIBILITY STUDY (TECHNICAL ASSESSMENTS REPORTS, FINANCIAL/ BUSINESS MODELS, REGULATORY/ LEGAL STRUCTURE AND MARKETING STRATEGY):

3. Propose development, operation, and maintenance options and other business models.

4. Prepare a technical feasibility/viability based on the proposed master plan/design.

5. Support in identifying potential investors, outlining project objectives and attributes, and assessing the project's impact along with its benefits.

6. The Financial Advisor shall engage with a range of potential investors and developers to assess interest in the projects. This will aid in analyzing risk allocation and responsibilities between the private and public sectors and in structuring suitable legal and transaction arrangements. Any major private sector concerns identified shall be assessed and addressed to facilitate a successful transaction.

7. Prepare a report highlighting the legal, institutional, and regulatory aspects affecting project implementation. This shall include requirements under the Land Acquisition Act, related legal issues, the development contract award process, procurement modes, and other relevant provisions.

8. Identify possible private sector participation models and analyze their impact on financial and commercial viability, as well as on the overall transaction structure.

09. Compile a comprehensive feasibility study covering technical, financial, and bench marking aspects for the property.

10. At the culmination of the feasibility study, prepare at least three high level presentations at different stages of the assignment, as advised by REDAMCO.

11. Develop a high-level financial model for the project, encompassing preliminary revenue and cost estimates, project cash flows, and financing/funding requirements. The model should include, but not be limited to, CAPEX (Capital Expenditure) analysis, OPEX (Operating Expenditure) analysis, revenue forecasting, and overall financial viability assessment.

12. Prepare a high-level financial and commercial viability assessment report for the property, covering target market analysis, competitive landscape, value proposition, go-to-market strategy, revenue projections, cost structure, investment requirements, key financial metrics, and expected returns. Recommend an appropriate financial strategy for the project, addressing funding approach, capital and cost structure, financial execution, and ongoing monitoring

13. Prepare Cash Flows of the Financial Modelling on Excel Sheets and share soft copies with REDAMCO, to substantiate the figures arrived at categorizing cost (CAPEX & OPEX), cash flow schedule, estimated financial statement and cash-flow statement incorporating major assumptions.

14. Any other aspect related to TAS assigned by REDAMCO

PART-III: TRANSACTION ADVISORY OF THE PROPERTY:

PREPARING AND SUBMITTING JV AGREEMENT, DEVELOP BID DOCS PPP /RFP FOR SOLICITATION OF TECHNICAL & FINANCIAL BIDS & ASSIST REDAMCO IN PROJECT

MARKETING CAMPAIGN:

1. To prepare Marketing Strategy, for participation/ engagement of potential investor/ developers.

2. Prepare a comprehensive marketing Strategy and campaign contours. To raise awareness and gather feedback regarding procurement, development, leasing/sub-leasing and operations. Develop a communication strategy targeting potential developers, investors, and other stakeholders for the project/property.

3. Assist in preparing Project Briefs and Information Memorandum detailing project concept, development parameters, legal/institutional framework, and transaction structure.

4. Prepare Bid Documents outlining design, operation, and maintenance frameworks along with project parameters. Compile all bidding documents, including Information Memorandum for Bid Documents, Bid Documents for developers/JV partners, and Development Agreements.

5. Evaluate received RFPs (Technical & Financial) against REDAMCO approved criteria and assist in selecting qualified parties Invitation of Bids, Evaluation, Negotiation & Selection of bidder.

6. Assist REDAMCO in negotiations with the preferred party shortlisted based on bid evaluation, for the respective project.

7. Organize draft Development Agreements for private sector participation, addressing project risks, mitigation plans, and responsibilities of REDAMCO and the private party.

SECTION 6: EVALUATION CRITERIA AND SCORING SYSTEM:

MANDATORY CRITERIA:

Note: The **Mandatory Criteria** shall be fulfilled by each member of consortia individually.

i. Registration with Federal Board of Revenue (FBR) and other relevant tax authority and appear as Active Taxpayer at the time proposal submission (In case of Consortium, every consortium member firm should provide a copy of registration with FBR and/or other relevant tax authority along with updated filing status).
ii. The Consortium (Mandatory Composition): "Proposal shall be submitted only by a Consortium comprising exactly **Three (3) members**: (i) Lead Financial Advisory Firm, (ii) Legal Advisory Firm, and (iii) Technical/Engineering Advisory Firm. Single-firm proposals are not permitted. No firm shall participate in more than one Proposal (as Lead or Member)."
iii. The Consortium Agreement shall be submitted.
iv. The Consortium (All members) is not black listed by any department of Government of Pakistan or any provincial governments in Pakistan. An affidavit (Rs. 1,200/-) shall be signed and submitted with Technical Proposal (Every consortium member firm should provide affidavit).
v. Affidavit for Correctness of Information (Rs. 1,000/-)
vi. Original Hard Copy of Bid Security for each package (02 million).

6A – EVALUATION CRITERIA:

The evaluation of the technical and financial proposals shall be held under the Quality and Cost Based Selection (QCBS) Method. The total score of the technical evaluation shall be 100, out of which **80% weight-age** shall be for the technical score and remaining **20% weight** age shall be for the financial score.

6.1 Evaluation of Technical Proposals

6.1.1 The technical proposal will be evaluated on the basis of the relevant experience of the consultants, their understanding of the assignment, the proposed methodology, financial capacity, work plan, and the experience of the key professional staff. Only those consultants whose technical proposals score 7**0 marks or more** shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their Raw Technical Score (RTS). Financial proposals of those Consultants who secure less than 70 marks shall be returned un-opened to the firm/Consortium.

6.1.2 The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section 6B.

6.1.3 The final technical score (TSw) shall be calculated in the following manner: TSw = RTS x 0.80.

6.2 Evaluation of Financial Proposal

6.2.1 The financial proposals shall first be checked for arithmetic errors. Financial scores shall be computed on the basis of following formula: FS = 100 x (RFS min/RFS). Where 'RFS min' is the lowest bid price and 'RFS' is the bid price of the proposal under consideration. The financial scores thus obtained shall be assigned weight-age (20%) and final weighted score will be arrived at FSw = FS x 0.20, FSw is weighted financial score.

Combined Score

6.2.4 The combined technical and financial proposal (CS) shall be calculated in the following manner, namely: CS = TSw + FSw.

6.2.5 The Proposal obtaining maximum combined score shall be declared as the Best Evaluated Proposal and the Consultants offering the Best Evaluated Proposal shall be declared as the successful consortium and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.

6.2.6 The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.

6B – SCORING SYSTEM:

The Technical Proposal will be evaluated on the basis of the criteria given below:

Criteria		Marks
1. ***Firm's relevant Experience*** **Note:** (i) Scores will be awarded to a consortium based on milestones achieved for a project (ii) In the Consortium, scores will be allotted only once for the same project / milestone. (iii) Consortium Member Firms shall attach supporting documents/ evidence of experience (Contract Agreement stamp paper or completion certificate) *(iv)* Historical exchange rate prevailing on completion of milestone will be used to convert foreign currency to PKR *(v)* Previous Sub-contracting experience shall not be eligible for scoring. Only as a consortium member will be eligible for scoring.	Experience of **Financial Advisory Services Conducted** during last 05 years for Project(s) pertaining to Mix-use Commercial Development Project, High Rise Building Project Rs 50 million or more — 25 marks Less than 50 Rs million – more than or equal 25 million — 15 marks Less than 25 million — 10 marks **Note**: If the consultancy fee of each project is less than 10 million PKR than the project will be rejected.	25
	Experience of conducting **Conceptual Design Report, Feasibility Report, Master Planning (Technical Assessments Reports, Financial/ Business Models),** Policy Framework & Development Strategy during the last 05 years, for Real Estate, or Mixed-Use Development Projects Rs 30 million or more — 15 marks Less than Rs 30 million – more than 25 million — 10 marks Less Than or Equal to 25 million — 05 marks **Note**: If the consultancy fee of each project is less than 10 million PKR than the project will be rejected.	15
	Experience of development of **Bidding Documents and agreements of PPP Project** of the Project during last 05 years (**RFQ/RFP, Evaluation Reports, etc.**) Rs 30 million or more — 05 marks Less than Rs 30 million – more than 25 million — 03 marks Less Than or Equal to 25 million — 02 marks **Note**: If the consultancy fee of each project is less than 10 million PKR than the project will be rejected.	05
	TOTAL	45
2. Key Professional Staff	**Financial Team:** Financial Team Leader — 05 marks Project Finance Specialist — 03 marks Marketing Team Head — 02 marks	10
	Technical Team: Urban Planner / Real Estate Planner — 05 marks Civil Engineer — 02 marks Environment Specialist — 01 marks	08
	Legal and Procurement Team: Legal Team Leader — 03 marks Regulatory Expert — 02 marks Procurement & Contract Specialist — 02 marks	07
	TOTAL	**25**

3. Financial Capability	Average Annual turn-over of last three (3) years PKR 1,000 million or above 10 marks Less than PKR 1,000 to equal to 500 million 07 marks Less than PKR 500 to equal to 300 million 05 marks Less than 300 million 00 marks	10
***3b.* Understanding of the Assignment and Proposed Methodology**	**Understanding of the assignment & Proposed Methodology and Presentation to REDAMCO Management** (Note that, 'Understanding of the Assignment' presented by any consultancy firm, shall not be more than 500 words.) i. Comprehensive and detailed understanding pertaining to the Project execution…..… 60%-100% Points ii. Sufficiently comprehensive but not detailed understanding pertaining to the Project execution …30%-60% Points iii. Deficient understanding pertaining to the Project execution.……..... 0%-30% Points	20
	TOTAL	**20**
GRAND TOTAL		**100**

Note: -

- The procuring agency may ask for a presentation to the consortium for clarity on methodology.
- Sub-consultants' experience / credentials shall not be eligible for scoring. Only consortium members will be eligible for scoring.

The weight-age points given to evaluation sub-criteria for qualifications and competence of key staff are:

#	**FINANCIAL TEAM**	**Weight-age**
1.	Financial Team Leader	Qualification: CA/CFA/ICMA/ACCA Relevant Experience Experience of infrastructure Transaction Advisory Services (TAS) and developing financial models/financial structuring of infrastructure projects. Minimum 15 years
2.	Project Finance/PPP Specialist	Qualification: MS (18 years) in Project Management or CA/CFA/ICMA/ACCA Relevant Experience Experience of Public-Private Partnership (PPP) Project strategy, planning, and Public Private Partnerships of large infrastructure projects. Minimum 10 years
3.	Marketing Team Lead	Qualification: Master's in Business Administration (18 years) Marketing Relevant Experience: Experience of Marketing in Mix-use commercial use development projects Minimum 15 years
	TECHNICAL TEAM	**Weightage**
1	Urban Planner / Estate Planner	Qualification: Master's degree (18 years) in Regional Planning/Real Estate Planning/Infrastructure Planning/Urban & Town Planning Relevant Experience Experience in Real Estate Planning, Designing Minimum 15 years
2	Civil Engineer	Qualification: Master's Degree (16 years of education) in Civil engineering Relevant Experience: Experience in design or development of commercial large-scale Minimum 10 years
3	Environment/ Social Impact Study Specialist	Qualification: Master's in Environmental Engineering (18 years) or allied Environmental Sciences Relevant Experience Experience in conducting environmental/ social impact studies for infrastructure projects Minimum 10 years
	LEGAL & PROCUREMENT TEAM	**Weightage**

1.	Legal Team Leader	Qualification: LLB/LLM Relevant Experience Experience of infrastructure / project finance advisory (Concession/PPP Agreements / EPC contracts) Minimum 15 years
2.	Regulatory Expert	Qualification: LLB/LLM Relevant Experience Experience of infrastructure / project finance advisory (Concession/PPP Agreements / EPC contracts) Minimum 10 years
3.	Procurement & Contract Specialist	Qualification: MBA/BBA/Master in Contract Management Relevant Experience Experience of infrastructure / project finance advisory (Drafting procurement documents e.g. EOIs, RFQ, RFP, Concession/PPP agreements / EPC contracts) Minimum 10 years

i. **If the Degree title doesn't match, the experience will not count.**

ii. The consultancy firm shall share the contact number of focal person and all the other required HR shall be available for discussion on a short notice.

iii. **50% weight-age** shall be given to qualification whereas 5**0% weight-age** shall be assigned to experience for each proposed resource given in above table.

iv. It is the fundamental responsibility of the procuring agency to verify all the documents submitted by the consortium, including the registration certificate, experience certificate and bid securities etc., from the relevant issuing authorities prior to award of the contract.

v. Furthermore, in accordance with Rule-18 of the Public Procurement Rules, 2004, the procuring agency is empowered to disqualify a consortium at any stage of the procurement process, if it is found that the information provided regarding their qualification was false, materially inaccurate, or incomplete.

vi. The consultancy Firms shall provide the Evidence of Degree/ CV / Job Agreements.

vii. The Experience shall be count from the last degree of Purposed Personal.

SECTION 7: INTEGRITY PACT:

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

Contract No. _____Dated _____
Contract Value: _____
Contract Title: _____

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

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Government under any law, contract or other instrument, be voidable at the option of Government.

Notwithstanding any rights and remedies exercised by Government in this regard, [name of Supplier] agrees to indemnify Government for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government.

Name of Buyer: …….	Name of Seller/Supplier: …….
Signature: ……..	Signature: …….
[Seal]	[Seal]

SECTION 8: AFFIDAVIT:

To:
Manager Procurement
REDAMCO
Islamabad

Re: HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR MIXED-USE COMMERCIAL DEVELOPMENT

[Date]

Pursuant to the Request for Proposal document dated [*Please insert the Date*] in respect of the Project, [*Name of Prospective Lead Member of Consortium]* hereby represents and warrants that, as of the date of this letter [*Name of Prospective Lead Member of Consortium*], and each member of our Consortium (if applicable):

a. Is not in bankruptcy or liquidation proceedings;

b. Not convicted of fraud, corruption collusion or money laundering;

c. Is not aware of any conflict of interest or potential conflict of interest arising from previous or existing contracts or relationships that could have a significant impact on its ability to fulfill its obligations under the Consultancy Contract;

d. Does not fall within any of the circumstances for ineligibility listed in Section 2.18 (Basic Eligibility Criteria) of the Request for Proposal.

e. not black listed by any department of Government of Pakistan or any provincial governments in Pakistan

Yours Sincerely,

Authorized Signature
Name and Title Signatory
Name of Firm
Address

SECTION 9: POWER OF ATTORNEY:

[On Stamp Paper of the required value]

[To be notarized]

Know all men by these presents, we, _____ [***insert name and address of the registered office of the firm***] do hereby constitute, appoint and authorize Mr./ Ms._____ [***insert name and father name***] who is presently employed with [***us or the Lead Member of our Consortium***] and holding the position of _____ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to the our proposal for providing consultancy services in relation to the HIRING OF TRANSACTION ADVISORY SERVICES (TAS) FOR MIXED-USE COMMERCIAL DEVELOPMENT of REDAMCO (the "**Project**"), including signing, authenticating and submission of application / proposals (technical and financial) and affidavits, participating in conferences, responding to queries, submission of information / documents and generally to represent us in all its dealings with the REDAMCO Company , any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents.

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

For and on behalf of [insert name of the relevant Consortium Member]

Signature _____

Name, Title and: _____

Address: _____

_____

Signature of the Attorney _____

Name, Title and: _____

Address of the Attorney: _____

_____

Witnesses

Signature: _____

Name: _____

CNIC No.: _____

Signature: _____

Name: _____

CNIC No.: _____

Note:

a. In a consortium (including Lead Member) in favor of a representative and attorney of the Lead Member of the consortium.

b. 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.

c. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

Appendix-I

Form of

CONSULTANCY AGREEMENT

between

[.]

and

[.]

Dated: [*Insert Date of Agreement*]

This Agreement for Consulting Services ("**Agreement**") is dated [*insert date*] (the "**Effective Date**") and entered into between:

[Name of entity], a *[type of the entity]* organized and existing under the laws of *[specify jurisdiction]*, with its principal place of business at [*specify address*] (the "**Client**"), through its authorized representative;

and

[Name of entity], a *[type of the entity]* organized and existing under the laws of *[specify jurisdiction]*, with its principal place of business at [*specify address*] (the "**Consultant**"), through its authorized representative;

each a "**Party**" and together the "**Parties**".

AND WHEREAS pursuant to the program an RFP titled "[*insert name*]," RFP No. [*insert number*] dated [*insert date*] had been shared with shortlisted firms for hiring of a Consortium Member Firms;

AND WHEREAS the Consultant has emerged as the successful consortium firms in response to the RFP and the terms and conditions for the engagement have been finalized between the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein agreed upon, the Parties hereby agree as follows:

DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth or as referenced below:

(a) "Agreement" means this Agreement with respect to the provision of Services, which includes all schedules and any agreements supplemental to it, and as amended from time to time;

(b) "Client" shall have the same meaning as set forth in the preamble of this Agreement;

(c) "Confidential Information" means (i) all information relating to the Client of which the Consultant becomes aware in its capacity as Consultant or which is received by the Consultant in connection with the Agreement and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, and (ii) information which is described and/or marked as "confidential" at the time of disclosure with respect to information disclosed by the Consultant to the Client;

(d) "Consultant" shall have the same meaning as set forth in the preamble of this Agreement;

(e) "Consultant-Related Persons" means any of the Consultant's approved subcontractors, member firms of the Consultant's consortium as proposed in its Proposal and any of their and the Consultant's officers, directors, employees, representatives, attorneys, agents, affiliates or approved subcontractors;

(f) "Delay" means delay in the completion of the Service in accordance with the terms and conditions set forth in the Agreement;

(g) "Designated Officer" means the relevant officer(s) that has been designated by the Client with reference to the Services, who performs such functions as assigned to them by the Client in connection with oversees the delivery of the Services and/or administering and monitoring performance of the Services in accordance with the Client's performance standards and requirements;

(h) "Force Majeure" includes, but is not limited to, war (whether declared or not), riots, invasion, revolution, insurrection, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other action confiscation or any other action by government agencies or any other unforeseeable act or event of a similar nature or force which is beyond the Parties' control and which prevents either of the Parties from fulfilling any or all of their obligations under the Agreement;

(i) "Notices" means all written communication required under the Agreement to be exchanged between the Parties, including but not limited to, requests, permissions or consents;

(j) "Party" or "Parties" shall have the meaning as set forth in the preamble of this Agreement;

(k) "Services" means the services to be provided by the Consultant pursuant to the Agreement in accordance with the Scope of Work set forth in Schedule A of this Agreement;

1. SCOPE OF THE AGREEMENT; TERM OF AGREEMENT

1.1 The Consultant shall perform the Services set out in Schedule A (Scope of Work) in accordance with terms and conditions of this Agreement.

1.2 Unless terminated earlier pursuant to this Agreement, this Agreement shall remain valid from the Effective Date for a period of Six (6) months, aligned with the Schedule of Deliverables, and may be extended by mutual written agreement of the Parties on the same terms and conditions (or as otherwise agreed in writing).

1.3 The Client undertakes:

a. to remunerate the Consultant for the Services in a timely manner as set out in the payments clause herein;
b. to use its reasonable endeavors to ensure that the Consultant has timely and adequate access to all information, personnel and documentation available to the institution that will be required by the Consultant to render the services;
c. to inform the Consultant of any information or developments which may come to their attention during the duration of the Agreement, which might have a bearing on or be relevant to the services to be provided by the Consultant;
d. to co-operate with the Consultant at all times for the purposes of facilitating a timely and efficient delivery of the services;

2. PAYMENT; INVOICING

2.1 Payment to the Consultant for Services provided shall be in the manner set forth in Schedule B (Payment Terms) to this Agreement.

2.2 The Client shall make payments under the Agreement subject to the following conditions:

(a) Payments shall be made only after the Designated Officer certifies that the Services were evaluated and found to have been performed or provided in accordance with the terms of the Agreement. If after evaluation it is observed that the Consultant's work requires further modification then the Consultant shall be provided additional days by the Client to make the required changes and resubmit their work;

(b) The Consultant's request for payment shall be made to the Client in writing; accompanied by an invoice describing the Services performed delivered and documents required under the Agreement; and certifying fulfillment of all applicable obligations stipulated in the Agreement;

(c) The Client shall pay the properly invoiced amount within a period of thirty (30) days after the date on which the Consultant submits a duly completed and valid invoice or claim to the Client;

(d) The Consultant shall submit such documents supporting the Consultant's invoice or statement of account, as the Client may reasonably require.

(e) The Consultant shall provide the Client with the Consultant's bank details such as bank name, bank address/branch, account name, and account number on its invoices or request for payment.

(f) All payments under this Agreement shall be made to the invoicing party namely, the Advisory Consortium, approved under Section 1, provided that the invoices will be raised by the individual members of the Advisory Consortium, which shall be clubbed together by the Lead Advisor into a single Invoice indicating the share of each individual member of the Advisory Consortium. The Client shall make the payment to the individual member of the Advisory Consortium separately under intimation to the Lead Advisor as per the single invoice submitted by the Lead Advisor. The account details for payment for individual members of the Advisory Consortium will be provided by the Lead Advisor to the Client.

3. CONSULTANT-RELATED PERSONS

3.1 Key personnel of the Consultant that shall be engaged for provision of Services under this Agreement are set forth in Schedule C (Key Personnel) of this Agreement. With respect to other Consultant-Related Persons, the Consultant may propose staff to the Client. The Consultant shall submit a copy of their curriculum vitae for the Client's review and approval.

3.2 The Client may request the withdrawal or replacement of any of the Consultant-Related Person(s) if the Client finds their qualifications and training to be inconsistent with the qualifications agreed with the Consultant and/or their performance to be inadequate.

3.3 The withdrawal or replacement of the Consultant–Related Person shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Agreement. All expenses related to the withdrawal or replacement of the Consultant-Related Person shall, in all cases, be borne exclusively by the Consultant.

3.4 Prior to employing individuals or subcontractors to work under this Agreement, the Consultant shall, at its own expense, perform or cause to be performed the relevant background checks, and maintain, or cause to be maintained, the results of the background checks in its employee's and its subcontractor's employee's file in accordance with the applicable laws to ensure that reliable and competent individuals are selected.

3.5 During the provision of the Services, if substitution of Consultant's key personnel or experts is necessary, the Consultant shall propose other experts of at least the same level of qualifications for approval by the Client.

3.6 The Consultant shall ensure that all Consultant-Related Persons behave in accordance with applicable laws, generally acceptable professional standards, and good industry practice in performing the Services under the Agreement.

4. CONSULTANT'S UNDERTAKING

4.1 The Consultant shall immediately notify the Client in writing if:

(a) the Consultant merges with, acquires, or transfers all or substantially all of its assets to another entity;

(b) any person or entity acquires directly or indirectly the majority of the beneficial ownership rights in the Consultant;

(c) any person or entity acquires directly or indirectly the power to elect a majority of the board of directors of the Consultant, or otherwise acquires directly or indirectly the power to control the policy making decisions of the Consultant;

(d) the Consultant is dissolved; applies for insolvency or bankruptcy; or otherwise admits in writing its inability to pay its outstanding obligations or liabilities;

(e) the Consultant is administratively or judicially declared insolvent or bankrupt, placed under receivership, administration, rehabilitation or liquidation or any other such equivalent process;

(f) the Consultant's financial condition becomes significantly unstable and threatens to jeopardize the Consultant's ability to perform its obligations under the Agreement;

(g) the Consultant loses any license or authorization required to perform its obligations under the Agreement; or

(h) the Consultant faces any event beyond its control or a situation that makes it impossible for it to carry out its obligations under the Agreement.

4.2 If any of the events set forth in Clause 5.1 occur, the Parties shall, without prejudice to any other provision of the Agreement, use reasonable endeavors to agree alternative arrangements to ensure full performance of the Agreement.

4.3 The Consultant shall provide the Services in good faith, with due professional care and skill and in a manner that meets or exceeds prevailing industry and professional standards and undertakes to ensure that the Services do not infringe any third-party trade secret, copy right, patent or trademark.

4.4 The Consultant shall obtain certificates, permits, approvals, licenses and other documents required under applicable laws, regulations and decrees which are required in order to perform the Services under the Agreement. If the Consultant requests the Client's assistance in obtaining such permits, approvals, or licenses from local public authorities, the Client may exert reasonable efforts to assist the Consultant in completing such requirements in a timely and expeditious manner.

4.5 The Consultant shall perform its obligations under this Agreement diligently, observe good social management practices, and comply with relevant laws, regulations, decrees and orders concerning environmental protection, corporate social responsibility and employees of the Consultant engaged in performing the Services (including harassment and dissemination-related laws).

The Consultant shall observe the highest standard of ethics during the execution of this Agreement. The Client reserves the right to terminate this Agreement (in addition to any other legal remedies) if it is established that the Consultant has engaged in any corrupt or fraudulent practices in the performance of the Services under this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Consultant warrants and represents that:

(a) it has full capacity, authority and consent, including the consent of its parent company, where applicable, and that it possesses the necessary licenses, permits, and power to execute and perform its obligations under the Agreement;

(b) the Agreement is executed by a duly authorized representative of the Consultant;

(c) as of the Effective Date, all information contained in the Consultant's proposal remains true, accurate and not misleading;

(d) it is in compliance with, and shall continue to comply with, all applicable laws, rules, regulations, and lawful orders of public authorities of any jurisdiction in which the Services shall be performed under this Agreement;

(e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, pending or being threatened against the Consultant or any of its assets that could adversely affect the Consultant's ability to perform the Services under the Agreement;

(f) it is not subject to any contractual obligation that would adversely affect the Consultant's ability to perform the Services under the Agreement; nor has the Consultant done or omitted to do anything that could adversely affect its assets, financial condition or position as a going business concern;

(g) it has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the Consultant's assets or revenue; and

(h) it has undertaken all financial accounting and reporting activities required under the generally accepted accounting principles that apply to the Consultant and in the country where it is registered and has complied with applicable securities and tax laws and regulations.

6. SOURCE OF INSTRUCTION

6.1 Subject to Clause 7.2, the Consultant shall neither seek nor accept instructions from any authority external to the Client in connection with the performance of its obligations under the Agreement. Should any authority external to the Client seek to impose any instructions concerning or restrictions on the Consultant's performance under the Agreement, the Consultant shall promptly notify the Client. The Consultant shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of the Client, and the Consultant shall perform its obligations under the Agreement with the fullest regard to the interests of the Client.

7. CONFIDENTIAL INFORMATION

7.1 The Parties shall treat each other's Confidential Information as confidential in accordance with this Clause, use the Confidential Information solely for the purpose for which it was disclosed, and exert diligent efforts to safeguard and avoid unauthorized disclosure of the other Party's Confidential Information to third parties without the disclosing Party's prior written consent.

7.2 Unless the Client states otherwise, disclosures by the Client to the Consultant shall be deemed confidential. The Consultant may only disclose the Client's Confidential Information to the Consultant-Related Persons who are directly involved and who need to know the information in providing the Services. The Consultant shall ensure that such Consultant-Related Persons are aware of and shall comply with the Consultant's obligations as to confidentiality. For the avoidance of doubt any unauthorized disclosure of the Client's Confidential Information by a Consultant-Related Person shall be deemed to be a breach of this Clause by the Consultant. The Client may, as it deems appropriate and in light of the particular Services to be performed by the Consultant request the Consultant to require any Consultant-Related Person to sign a confidentiality undertaking substantially similar to this Clause before commencing any work related to the Services covered by the Agreement.

7.3 The obligations of confidentiality specified in this Clause shall not apply to any information, including Confidential Information that:

(a) is in the public domain at the date of this Agreement or subsequently becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Clause);

(b) was made available to the receiving Party other than pursuant to a breach of confidence on a non-confidential basis before disclosure by the disclosing Party under this Agreement;

(c) the Parties agree in writing is not confidential or may be disclosed; and

(d) is developed by or for the receiving Party independently of and without reference to any information disclosed by the disclosing Party.

7.4 If the Consultant is or may be required to disclose Confidential Information belonging to the Client pursuant to any applicable law, regulation or judicial or arbitral decision, it shall promptly notify the Client of the same and shall cooperate with the Client and use its best endeavors to prevent and/or limit the extent of disclosure.

7.5 The Client may disclose Confidential Information to the extent required pursuant to any applicable law, regulation or judicial or arbitral decision.

These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement. If requested by the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information in written form or destroy or (to the extent technically practicable) permanently erase all Confidential Information (or copy thereof) provided to the receiving Party in written or electronic form; save to the extent that the receiving Party is required to retain such Confidential Information (or a copy thereof) by applicable law, rule or regulation, or to the extent that such information is contained in any computer records or files which have been created pursuant to the receiving Party's automatic archiving and back-up procedures. To the extent that the receiving Party retains any such Confidential Information in accordance with this provision, the confidentiality obligations set out herein shall continue to apply with respect to such Confidential Information.

8. CONFLICT OF INTEREST

8.1 The Consultant shall ensure that the key personnel and other experts working on specific assignments avoid, during the term of the Agreement, carrying out any other assignments that may give rise to a conflict of interest with respect to the Consultant's obligations under this Agreement.

8.2 The Consultant warrants that at the time of execution of this Agreement, the key personnel, Consultant-Related Personnel and other experts who are expected to work on specific assignments are not engaged in any ongoing work that would that would violate this, Clause. The Consultant shall disclose to the Client details of any such conflict of interest which may arise during the term of the Agreement.

8.3 The Client shall undertake measures to manage actual or potential conflicts of interest, including termination of the Agreement, as circumstances may warrant. Such rights are without prejudice to any other remedies or rights of action which have accrued or which may subsequently accrue to the Client in connection with the Agreement.

8.4 The Consultant shall also share its conflict-of-interest policy that is applicable when handling such assignments as contemplated under this Agreement.

8.5 For the purposes of this Clause, "conflict of interest" means any situation in which a party has interests or relationships that could, or could be deemed to, improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

9. USE OF DOCUMENTS; DOCUMENTS TO BE THE PROPERTY OF THE CLIENT

9.1 All products, documents, materials, and information submitted to the Client, and all relevant data and supporting materials compiled in performing the Services, shall be the property of the Client, shall be used solely for purposes related to the Agreement, shall be made available for use or inspection by the Client at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Client's Designated Officer on completion of Services under the Agreement.

9.2 The Client shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to processes, inventions, ideas, know-how, or products, documents and other materials which the Consultant has developed for the Client under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Client.

9.3 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Consultant: (i) that pre-existed the performance by the Consultant of its obligations under the Agreement, or (ii) that the Consultant may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the Client does not and shall not claim any ownership interest thereto, and the Consultant grants to the Client a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Agreement.

9.4 At the request of the Client, the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Client in compliance with the requirements of the applicable law and of the Agreement.

10. PUBLICITY, AND USE OF THE NAME, TRADEMARK AND LOGO

10.1 Within fifteen (15) days of the execution of the Agreement the Consultant and the Client shall mutually determine, in writing, matters related to publicity, use of name, trademark and logo on work products and deliverables produced pursuant to the Services provided under this Agreement.

11. TERMINATION BY CLIENT

Termination for convenience; change of circumstances

11.1 The Client may terminate the Agreement in whole or in part at any time by submitting not less than thirty (30) days written Notice of such termination to the Consultant if the Client determines, in its sole and absolute discretion, that a termination is in its best interest or if the mandate, policies and/or funding of the Client applicable to the performance of the Agreement is curtailed, changed or terminated. Such Notice shall state that termination is for the Client's convenience, the extent to which performance of Services is terminated, and the termination date. Unless otherwise instructed by the Client, the Consultant shall stop work immediately on receipt of Notice and follow the instructions of the Client.

11.2 In the event of a termination for convenience, the Consultant shall be entitled to be paid for the Services satisfactorily and properly performed by the Consultant prior to the effective date of termination, provided however that the Client may advise the Consultant to conclude any ongoing assignments being performed by the Consultant.

Termination for Force Majeure

11.3 The Client may terminate the Agreement, by not less than thirty (30) days' written Notice of termination to the Consultant if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than ninety (90) days. In the event of termination for Force Majeure, the Consultant shall be entitled to be paid for Services satisfactorily and properly performed prior to the effective date of termination in accordance with the Agreement.

11.4 The Client may, at any time before the effective date of termination, decide to withdraw the Notice to terminate issued by the Client pursuant to Clause 12.3 or issued by the Consultant pursuant to Clause 13.1 and notify thereof in writing to the Consultant if the event(s) of Force Majeure ceases to exist and the Consultant is able to resume its full performance under the Agreement in which case the Consultant shall continue to perform its obligations under the Agreement starting from the date determined by the Client.

Termination for Default

11.5 The Client may terminate the Agreement immediately by serving a written Notice to the Consultant specifying the reasons for the default if:

(a) the Consultant undertakes legal proceedings to dissolve or wind up its business, or be declared bankrupt and/or insolvent;

(b) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Consultant's assets and such attachment or process is not discharged within fifteen (15) days;

(c) there is a change of ownership or control with respect to the Consultant;

(d) the Consultant otherwise loses legal capacity to Agreement;

(e) the Consultant:

i. breaches a material provision of the Agreement and fails to remedy such breach within thirty (30) days; or

ii. materially breaches any other provision of the Agreement twice or more time in a continuous six (6) month period and, in each case, fails to remedy the relevant breach within 30 days, and/or

iii. breaches any representations or warranties made under this Agreement and, in either case, if such breach is capable of remedy, fails to remedy such breach within a reasonable time period notified to it by the Client; or

(f) the Client determines that the Consultant or a Consultant-Related Person has committed or engaged in unlawful acts with respect to performance of Services under Agreement.

12. TERMINATION BY THE CONSULTANT

12.1 The Consultant may terminate the Agreement by giving not less than thirty (30) days' written Notice to the Client:

(a) if the Client fails to pay any undisputed amount of monies due to the Consultant pursuant to the Agreement, within ninety (90) days of receiving written Notice from the Consultant that such payment is overdue; or

(b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) days.

13. INDEMNIFICATION

13.1 To the fullest extent permitted by law, each Party agrees to indemnify and hold harmless the other Party from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the indemnified Party, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

(a) allegations or claims that the possession or use of any patented device, any copyrighted material, or any other goods, property or services provided or licensed under the terms of the Agreement, in whole or in part, separately or in a combination contemplated by the providing Party's published specifications therefore, or otherwise specifically approved by the providing Party, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or

(b) any willful misconduct, action, omission or gross negligence of the indemnifying Party, or anyone directly or indirectly employed by them in the performance of the Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

13.2 Each party shall inform the other of any such suits, proceedings, claims, demands, losses and liability within a reasonable period of time after having received actual notice thereof.

13.3 The obligations set out herein shall survive the expiration or termination of the Agreement.

13.4 The Client agrees that the Consultant, its partners, principals, and employees shall not be liable to Client for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to Consultant firm under this engagement. In no event shall the Consultant, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, the Consultant will not be liable in respect of any decisions made by Client as a result of the performance by firm of its services hereunder. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

14. FORCE MAJEURE

14.1 Neither Party shall be liable to the other for any Delay in performing or failure to perform its obligations under the Agreement if the Delay or failure is caused by Force Majeure.

14.2 In the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of the relevant circumstances. Such notification shall include the nature of the event of Force Majeure, the obligations the performance of which has been prevented as a result of the event of Force Majeure, the likely duration of the event of Force Majeure and the steps that the affected Party is taking to limit the effect of and to bring an end to the event of Force Majeure. Unless otherwise

directed by the Client in writing, the Consultant shall continue to perform its obligations under the Agreement to the extent possible notwithstanding the existence of an event of Force Majeure and undertake reasonable alternative means to perform the obligations affected by the event of Force Majeure. The affected Party shall promptly notify the other Party as soon as the event of Force Majeure ceases to exist and the affected Party is able to resume the performance of its obligations under the Agreement.

14.3 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's experts, subcontractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

15. RELATIONSHIP BETWEEN THE PARTIES

15.1 The Consultant is an independent contractor of the Client. The Agreement shall not create, nor be deemed to create, the relationship of employer and employee or principal and agent between the Client and the Consultant or the Consultant's employees, agents or any other persons engaged by the Consultant to perform its obligations under the Agreement. Accordingly, neither Party shall be authorized to act in the name or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Agreement.

16. GOVERNING LAW AND LANGUAGE

16.1 This Agreement shall be governed and interpreted according to the laws of Pakistan without regard to conflict of laws principles.

16.2 The Agreement is in English, which shall be the binding and controlling language on matters relating to the meaning and/or interpretation of the Agreement, unless otherwise specified in the Agreement. Notices and other correspondences pertaining to the Agreement that the Parties may exchange shall likewise be in English.

17. SETTLEMENT OF DISPUTES

17.1 The Client and the Consultant shall exert every effort to amicably resolve by mutual consultation disputes arising between them in connection with or as a result of the Agreement within thirty (30) days of either Party's Notice of the dispute to the other. During this period, the Designated Officer and the Consultant's personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalating the matter to senior Client management and their respective counterpart/s within the Consultant.

17.2 Should efforts to resolve disputes amicably under the preceding Clause fail, any dispute, controversy or claim arising out or relating to the Agreement, including the existence, validity, interpretation or breach thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and resolved through arbitration by a sole arbitrator under the Arbitration Act, 1940.

17.3 Pending resolution of any such disputes, the Parties shall continue to perform their respective obligations under the Agreement or otherwise adopt provisional measures to ensure uninterrupted delivery of the Service.

18. AUTHORIZED REPRESENTATIVE; NOTICES

18.1 Each Party shall designate an Authorized Representative that shall coordinate between the Client and the Consultant with respect to the implementation of this Agreement.

18.2 All Notices, information or other communications to be given by the Client to the Consultant under the Agreement shall be given to the Consultant's Authorized Representative, and any action required or permitted to be taken, and any document required or permitted to be executed, under the Agreement by the Client shall be taken or executed by the Client's Authorized Representative.

18.3 Any Notices, information or other communications required under the Agreement shall be in writing and shall be delivered in person, by registered or certified mail, or through electronic mail.

18.4 The Consultant shall not take any order, directive, or instruction from unauthorized Client staff. Questions relating to the authority of orders, directives or instructions given in the name of the Client should be directed to the Client's Authorized Representative.

Authorized Representatives of Client:
Attention:
Telephone:
Fax:
E-mail:

Attention:
Telephone:
Fax:
E-mail:

Authorized Representative of the Consultant:
Attention:
Telephone:
Fax:
E-mail:

18.5 Notices delivered in person shall be effective when delivered to the address specified above and personally received by the addressed Party's Authorized Representative. Notices sent by registered or certified mail shall be effective on the date of delivery to the address specified hereunder, as shown in the return card for registered mail or the postmaster's certification. Otherwise, Notices sent through electronic mails shall be effective upon successful transmission to the receiving Party.

18.6 Either Party may designate a new Authorized Representative by serving written Notice on the other. The designation shall take effect immediately upon receipt of the Notice.

19. TRANSFER AND SUBCONTRACTING

19.1 The Consultant shall not assign or transfer the Agreement or specific rights or obligations under it without the Client's prior written consent.

19.2 The Consultant shall obtain the Client's written consent prior to entering into a subcontract for engaging a subcontractor for the performance of any part of the Services. Where the Client has consented to subcontracting, copies of each sub-contract shall, at the request of the Client, be sent by the Consultant to the Client as soon as reasonably practicable. Notwithstanding the foregoing, the Consultant shall be solely liable to the Client for the work of the subcontractor.

19.3 The Client shall be entitled, in its sole discretion, to review the qualifications of any subcontractor and to reject any proposed subcontractor that the Client reasonably considers is not qualified to perform obligations under the Agreement. Any rejection or request for removal of a subcontractor by the Client shall not, in and of itself, entitle the Consultant to claim any Delays in the performance, or to assert any excuses f or the non-performance, of any of its obligations under the Agreement.

19.4 To the extent that the Client has consented to subcontracting of all or part of the Services, the Consultant agrees that the obligations of the Consultant under the following Clauses, as applicable, shall be specifically incorporated into all subcontracts of any tier; (a) Conflict of Interest; (b) Confidential Information; (c) Audits and Investigations; and (d) Consultant's Undertaking. For purposes of this Agreement the term "subcontract" shall mean any Agreement by the Consultant with any Consultant-Related Persons to perform a portion of the Services, as well as any Agreements between a subcontractor and its lower tier Consultants, vendors, suppliers, consultants, or other entities or persons.

20. AMENDMENTS

20.1 The Client and the Consultant shall not vary or modify the terms and conditions of the Agreement except by prior written amendment duly executed by the Parties.

20.2 For the avoidance of doubt, the Consultant shall not be entitled to request price adjustments as a result of fluctuations in the foreign exchange rate, an increase in the Consultant's actual or contingent costs or on any other similar grounds.

20.3 If the Agreement shall be extended for additional periods in accordance with the terms and conditions of the Agreement, the terms and conditions applicable to any such extended term of the Agreement shall be the same terms and conditions as set forth in the Agreement.

21. TAX

21.1 Payments shall be made to the Consultant after compulsory deduction of all applicable taxes. The Consultant shall be responsible to pay any taxes, duties, fees or other impositions which may be levied on or in connection with the Agreement and performance of the Services in Pakistan or in any other country, the amount of which is deemed to have been included in the payment duly payable under the Agreement. The Client shall not be liable to reimburse any such taxes.

22. INSURANCE

22.1 The Consultant shall take out and maintain at all times during the term of the Agreement and at its own cost appropriate insurance coverage, which coverage shall include such insurances as may

be required by the law of the country of incorporation of the Consultant and/or the laws of the country in which the Services are to be performed.

23. AUDITS AND INVESTIGATIONS

23.1 The Client may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the Consultant generally relating to non-performance of the Agreement at any time during the Agreement term and for a period of three (3) years following the expiry or early termination of the Agreement.

23.2The Consultant shall keep and maintain for at least three (3) years after the expiry or early termination of the Agreement, or as long a period as may be agreed between the Parties, accurate records of the Agreement including the Services supplied under it and all payments made by the Client under the Agreement. The Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Consultant's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Client access to the Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Consultant's personnel and relevant documentation. The Consultant shall require its agents, including, but not limited to, the Consultant's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the Client hereunder.

24. SUPERSESSION AND SEPARABILITY

24.1 The Agreement supersedes all prior written or verbal Agreements between the Client and the Consultant and contains the reciprocal obligations of the Parties pertaining to or arising out of the delivery of the Service. However, this shall not excuse any Party from liability arising from fraud or fraudulent misrepresentation.

24.2 Should any Clause, subparagraph or part of the Agreement be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the decision shall not affect the validity of the entire Agreement or of those parts that are not so declared or otherwise remain capable of partial or separable performance.

25. WAIVER

25.1 The failure of either Party to insist upon strict performance of any provision of the Agreement; or the failure of either Party to exercise, or any Delay in exercising, any right or remedy under the Agreement shall not constitute a waiver of that right or remedy nor diminish the obligations established by the Agreement.

25.2 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

26. COUNTERPART

26.1 The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

26.2

IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names as of the date below written and for this Agreement to be executed with effect from the date above written.

For and on behalf of [.] Signed by:	**For and on behalf of [.]** Signed by:
Name: Title/Position	Name: Title/Position:
Date:_____	Date:_____
1.	1.
Signature: Witnesses Name: Identification No.:	Signature: Witnesses Name: Identification No.:
2.	2.
Signature: Witnesses Name: Identification No.:	Signature: Witnesses Name: Identification No.:

PROPOSED SITES FOR PACKAGE-1

Sr. No	Site Details/Address	Area (Kanal)	Estimated Budget (PKR)
1.	Karachi – Bungalow no 171 & 172 Adam Road	29.28	**210 million**
2.	Karachi – Railway Ground on I.I Chundrighar road	10	
3.	Sukkar – Power House, Military Road	18.24	

PROPOSED SITES FOR PACKAGE-2

Sr. No	Site Details/Address	Area (Kanal)	Estimated Budget (PKR)
1.	Lahore – Walton Academy Property	16.56	**210 million**
2.	Faisalabad – New Rest House	21.75	
3.	Rawalpindi - Bungalow No 82, Stephenson Road	24.11	