



SINGLE STAGE TWO ENVELOPE BIDDING PROCESS

***RENTING OF PLOT FOR
MULTIPURPOSE BUSINESS **ON BOT**
BASIS***

Tender Reference No: _____
Last Date of Submission: _____ at 11:00 am
Date of Opening: _____ at 11:30 am
Pre Bid Meeting _____ at 10.00 am

Price of Bid Document: Rs 5,000

***State Life Insurance Corporation of Pakistan
Real Estate Division
5th Floor, State Life Building # 9
Dr. Ziauddin Ahmad Road,
Karachi***

***Phone: 021-992004520, 0333-9310999
Email: dhred@statelife.com.pk***

Contents

NOTICE FOR INVITATION FOR INVITATION OF TENDER / BIDS.....	3
ANNEXURES TO	27
General Information	28
General Experience Record	29
Joint Venture Summary.....	30
Details of Contracts of Similar Nature and Complexity	31
Summary Sheet.....	32
Financial Capability.....	33
PROJECT INFORMATION.....	35
APPENDICES TO CONCESSION CONTRACT	35
Project Location Map	36
TECHNICAL PROPOSAL	40
Project Proposed Design, Design Criteria & Technical Details and Implementation	
Schedule of each of the four components of the project	41
Method of Performing the Work at the each of the four components of the Project	42
List of Proposed Contractors/Subcontractors	46
Of each of the four components of the project	46
Operation and Maintenance Methods of each the four components of the project	47
Funding/Financial Arrangements	48
Integrity Pact.....	49
FORMS.....	50
Letter of Technical Proposal.....	51
Letter of Financial Proposal	55

**NOTICE
FOR
INVITATION OF TENDER/BIDS**

Invitation for Bids

1. *State Life Insurance Corporation of Pakistan, hereinafter referred to as SLIC* wishes to expand investment in Real Estate sector, through the participation of the Private Sector / SOE (State owned Enterprises) on Build Operate and Transfer (BOT) basis.
2. As part of this process, SLIC hereby invites Bids from the interested investors from Private Sector / SOE (State owned Enterprises) for submitting proposals in respect of a Concession for the design, construction and operation of a multi-purpose/mixed use project comprising of:
 - a) Fuel/Petrol Station
 - b) Chain Restaurants (Front & Back),
 - c) Departmental Store,
 - d) Common Parking space

at its 7482 Sq Yards open plot situated at Thandi Sarak, Hyderabad on Build, Operate and Transfer (BOT) basis as per following details.

3. All Financial and Technical Bids must be submitted along with the Bid Security at the designated given address on or before the specified bid opening date and time.
4. The Concession is offered, and shall be granted in accordance with the SLIC's Business Plan to optimize its returns from real estate sector by construction and operation of various projects through participation of investors from private sector or SOE (State owned Enterprises).
5. Construction of the Project will include all components of the project in accordance with Specifications and quality control standards conforming to the standards of design, construction, maintenance and operation as per the standard technical requirements of Pakistan Engineering Council, and after obtaining all necessary approvals from all the Federal/Provincial/local authorities and also as approved by the SLIC.
6. Key features of Concession Agreement will be as follows:
 - a) The concession shall be for a fixed period of 15 (Fifteen) years, to be extended for a further period of 10 (ten)

years with mutual consent of the parties.

- b) All the investment for preparation of plans, its approval from relevant authorities, construction and finishing shall be made by the investor/Bidder. SLIC will not make any investment in any form in the project.
 - c) SLIC will require a monthly rent to be paid in advance every month, on or before the 5th day of the month for which the same shall be due, during the Concession period which will commence after the construction time as mentioned in Table 1 after the grant of Concession.
 - d) The successful bidder shall also pay three month's rent as security deposit for the due and faithful performance of the terms and conditions of Concession Agreement.
 - e) *The rent and security Deposit shall be increased by a minimum of 7% every year.*
 - f) At the end of the Concession Period, the investor shall hand over/return the entire project to SLIC in a properly maintained and operational condition, at no cost to SLIC; and without any encumbrances. The Concessionaire may remove its equipment, branding, moveable furniture, utensils at the time of vacation. However, Project infrastructure, false ceiling, lights, ACs, plumbing, fixed doors, windows, partitions shall not be removed.
 - g) In case of failure to return the project as mentioned at para (f) above SLIC shall be authorized to forfeit the security deposit and may take further necessary legal action for ejectment, recovery etc
7. All the terms and conditions of the Concession Agreement will be agreed during clarification meeting to be held with the technically responsive/qualified bidders or their authorized representatives.
8. The prospective bidders, while submitting their Expression of Interest, should inter-alia, give all details duly supported by documentary evidence, pertaining to the following:
- a) Capability Statement
 - b) Technical Competency
 - c) Constitution or Legal Status
 - d) Corporate Structure
 - e) Relevant Experience
 - f) Organizational Structure
 - g) Key Project Personnel
 - h) Audited Accounts
 - i) Shareholders details (if any)

- j) Project Appreciation Statement
 - k) Any other item as required by SLIC.
9. The bidding documents are available SLIC website. Interested bidders can download the documents from there free of cost.

TICK MARK THE BUSINESS IN WHICH YOU ARE INTERESTED

Table 1

S. No	Tick	Type of Business	Construction Period from the Date of Signing of Agreement
1		Petrol Pump/Fuel Station	09 months
2		Food Chain/Restaurant on front	12 months
3		Food Chain/Restaurant on back	12 months
4		Large Departmental Store	15 months

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 INTRODUCTION

- 1.1 In order to ensure proper utilization of vacant plot located on a prime location in Hyderabad, State Life Insurance Corporation of Pakistan wishes to broaden its investment in real estate by providing infrastructures, and other likely facilities through the participation of the private sector / SOE (State owned Enterprises), on Build, Operate and Transfer (BOT) basis.
- 1.2 SLIC in order to achieve the above objective hereby invites the private sector / SOE (State owned Enterprises) to submit their proposals through a Concession to be granted for the planning, construction and operation of the Project which is proposed to be constructed on Build, Operate and Transfer (BOT) arrangement/basis. The Project Location Map and other relevant details are depicted as Appendices to Bid.
- 1.3 Concession is offered and will be granted, in accordance with SLIC's efforts to optimize private sector / SOE (State owned Enterprises) participation in the construction and operation of the Project through open, fair and in a transparent manner to the most competitive bidder.

IB.2 PURPOSE OF PROJECT BRIEF AND BIDDING INSTRUCTIONS

- 2.1 This document together with the Annexures/Appendices referred to herein and any future additions and amendments (if any) to this document shall constitute the part of Bidding Documents, the purposes of which are as under:
 - a) To explain SLIC's general requirements in respect of the Project and the Concession, and to provide other information that may be relevant to Bidders;
 - b) To provide guidance to the bidders in the preparation of Bids, and to explain the detailed criteria and procedures by which the Bids shall be assessed; and
 - c) To set out, in outline form, the SLIC's planning and construction requirements in respect of the Project, and the SLIC's operational, maintenance and other requirements in connection with the Concession.
- 2.2 All related major/minor structures and the standards shall conform to the standards of design, construction, maintenance and operation requirements as described in

the Bidding Data.

- 2.3 Operations and maintenance of facilities such as approvals from all concerned authorities including electrical and mechanical installations, buildings and other requirements needed for smooth operations shall be provided by the Bidder.

IB.3 ELIGIBLE BIDDERS

- 3.1 This Invitation for Expression of Interest is open to all the interested Bidders who are qualified technically **for each category of business** and financially and capable of constructing and operating projects of such nature/magnitude as per the qualification criteria
- 3.2 The Bidders shall provide satisfactory evidence to SLIC of their capability and adequacy of resources to fulfil all obligations under this Concession Agreement.

IB.4 THE CONCESSION

- 4.1 SLIC envisages granting a Concession to design, finance and implement the scope of work as described in Clauses IB 1 & 2 and to operate and maintain the Project. It shall also include the right to benefit by using the Project and to generate income from the project by the Bidder/Consortium/joint venture.
- 4.2 Other key features of the Concession Contract Agreement are as follows:
 - a) The Concession will be for a fixed period of 15 (fifteen) years as stated in the Bidding Data and can be extended for period of 10 (ten) years only with mutual consent. No further extension can be granted beyond the extended period;
 - b) The Concession Company/approved bidder shall bear all costs of Planning, designing, obtaining approvals from all relevant quarters/authorities such as SBCA and others, construction, operation and maintenance of the project shall be as per standards of the relevant and concerned authorities including Pakistan Engineering Council (PEC).
 - c) SLIC will require a monthly rent to be paid in advance every month, on or before the 5th day of the month for which the same shall be due, during the Concession Term commencing after the construction period as mentioned in Table 1 and the Bidding Data, after the grant of Concession. The rent shall be enhanced by

minimum 7% every year.

- d) The successful bidder shall also pay three months' rent as security deposit for the due and faithful performance of the terms and conditions of Concession Agreement. **The security deposit will be increased at rate of 7% every year**
- e) At the end of the Concession Period the project shall be handed over back to SLIC in a properly maintained and in operational condition, at no cost to SLIC; and without any encumbrances and clear of all taxes/fees/charges of any nature.

4.3 Full requirements, terms and conditions of the Concession will be agreed during clarification meeting which will be held with the technical responsive bidders. The contents of the negotiated Concession are expected to conform closely to the draft Concession Contract Agreement as included in these Bidding Documents. Bidders are expected to address all of the aspects of the General Conditions of Concession Contract Agreement in their submission of bid documents.

IB.5 DISCLAIMER

5.1 All information, contained in the Bidding Documents are indicative only and are provided solely to assist bidders for preliminary assessment of the Project. Nothing in the Bidding Documents or elsewhere shall create any contractual relationship between SLIC and any Bidder, nor shall it commit SLIC to any policy described in the Bidding Documents or elsewhere and neither SLIC nor any of its consultants or advisers shall have any liability or responsibility if the information contained herein or otherwise is insufficient. It is the responsibility of the Bidder to verify the information, etc. as contained in the Bidding Documents or otherwise.

IB.6 CONFIDENTIALITY

6.1 The Bidder shall treat the Bidding Documents and, if successful, the subsequent Concession Contract Agreement, and anything contained therein as private and confidential. In particular, the successful Bidder shall not publish any information, drawings or photographs concerning the Project or any ancillary facilities, without the express permission of the SLIC.

IB.7 BRIBERY AND COLLUSION/INTEGRITY PACT

7.1 SLIC shall be within its right and shall further be entitled to terminate the Concession and recover from the successful Bidder the amount of any loss resulting from such termination in case the successful Bidder may have offered or given to any person any gift or consideration of any kind as an inducement

or reward for doing, or forbearing to do, any action in relation to obtaining, or in the execution of the Concession, or any other contract with SLIC. Furthermore, the SLIC shall also be entitled to recover any loss from the bidder for showing favour to any person in relation to the Concession or any other contract with SLIC, or if any of the like acts shall have been done by any person employed by the successful Bidder or acting on its behalf (whether with or without the knowledge of the successful Bidder). This clause shall also be applicable if the successful Bidder shall have reached to any agreement with any another Bidder or number of Bidders whereby an agreed quotation or estimate have been offered as a Bid to SLIC by one or more Bidders.

B. BIDDING PROCEDURES

IB.8 Contents of Bidding Documents

8.1 This Standard Bidding Documents, in addition to Expression of Interest, includes the following:

1. Instructions to Bidders
2. Annexures to Instructions to Bidder
3. Appendices to Concession Contract
4. Form of Bid Security
5. Form of Concession Contract Agreement

IB.9 Qualifications Requirements

The **Investor's / contractor's** authorized representative and other professionals/engineers detailed for working at site by the bidder shall register themselves with the Pakistan Engineering Council. A copy which shall be shared and submitted to SLIC.

IB.10 Cost of Bidding

10.1 The Bidder shall be responsible for all fees, costs and expenses incurred in preparing and negotiating any proposal submitted by it, and SLIC shall under no circumstances become liable to reimbursement of any such fees, costs or expenses regardless of the conduct or outcome of the bidding process.

IB.11 Site Visit

11.1 The Bidders are advised to visit and inspect the site of the project and its surroundings and to obtain for itself on its own responsibility, any information that may be necessary for preparing the Bid and entering into a Concession Contract

Agreement. The costs incurred on such visits to the site shall be borne by the Bidder at its own expense.

- 11.2 The Bidders may contact Divisional Head (RED) for visit of the project site on given telephone numbers.

IB.12 Acceptability of Bid

- 12.1 The Bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and requirements of the bid submission. Submission of bids will be at the Bidder's own risk. Bids that are not substantially responsive to the requirements of the Bidding Documents will be rejected, except as provided for non-conforming bids.

IB.13 Clarification of Bidding Documents

- 13.1 A prospective Bidder requiring any clarification of the Bidding documents may notify SLIC by sending an EMAIL to RED.
- 13.2 SLIC, RED will respond through Email to any requests for clarification that it receives earlier than 15 days prior to the Bid Submission Date.

IB.14 Amendment of Bidding Documents

- 14.1 At any time prior to the Bid submission date, SLIC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by an amendment which will be notified through Email.
- 14.2 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, SLIC may, at its discretion, extend the deadline for the submission of Bids.

C PREPARATION OF BID

IB.15 Bid Components

The bid must comprise of two separate envelopes, clearly marked as "**Technical Proposal**" and "**Financial Proposal**."

Submission of Technical Proposal:

- a) Original Bid Security;
- b) Bidder's Qualification Information and Technical Proposal as required under the Bidding Documents along with the Letter of Technical Proposal, without including any financial details.
- c) Project Appreciation Statement;
- d) Statement of Bid Conformity;
- e) Any other information required by SLIC.

Submission of Financial Proposal:

- a) Quotation of proposed monthly Rent to be paid in advance for by the Bidder.
- b) The rate of annual enhancement/increase of rent being not less than 7% per annum.

The financial proposal shall remain sealed until the technical evaluation is completed.

IB.16 Language of Bid

- 16.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and SLIC, shall be written in English. Supporting documents and printed literature furnished by the Bidder with the Bid may be in English or Urdu languages, provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the Bid, the English language shall prevail.

IB.17 Currency of Bid

- 17.1 All monetary values quoted in the Bid shall be in the equivalent of Pakistan Rupees. The exchange rate will be applicable prevailing on the bid opening date.

IB.18 Bid Validity

- 18.1 The Bid shall remain valid and open for acceptance for a period as stated in the Bidding Data from the Bid Submission Date. In exceptional circumstances, prior to expiry of the original bid validity period, SLIC may request Bidders to grant a specified extension in the period of validity. However, the period of extension shall not exceed the original period of bid validity. The request and the responses thereto shall be made by EMAIL. A Bidder may refuse the request without forfeiting its Bid

Security. A Bidder may be agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security correspondingly.

IB.19 Bid Security

19.1 The Bid shall be accompanied by a Bid Security for a fixed amount **for each category of business selected** as stated in the Bidding Data.

19.2 The Bid Security shall be denominated in the currency of the bid, and shall be in the form of a bank draft or Bank Guarantee from any schedule bank in the Islamic Republic of Pakistan.

19.3 The format of the bank guarantee shall be in accordance with the Sample Bid Security included in the Bidding Documents. No other formats shall be accepted.

19.4 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an any amount less than that required, will be rejected by SLIC as non-responsive.

19.5 The Bid Securities of all participating Bidders will be discharged/returned as promptly as possible after the successful Bidder has signed the Concession Agreement and has provided the required performance security for Construction Phase as per Bidding Data in favour of the SLIC.

19.6 The Bid Security may be forfeited:

19.6.1 In case if a Bidder withdraws its Bid during the period of bid validity: or

19.6.2 In the case of a successful Bidder, if it fails within the specified times to Sign the Concession Contract Agreement & submit security deposit;

IB.20 Pre-bid Meeting

20.1 The Bidders or their authorized representatives are advised to attend a pre-bid meeting.

20.2 The purpose of the meeting will be to clarify issues and to answer any questions on any matter that may be raised at that stage. The Bidders are requested to submit any substantive questions by EMAIL not later than one week before the meeting.

20.3 Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to all those attending the meeting (and to other prospective Bidders on

request), and shall form an integral part of the Bidding Documents, in the form of Addenda which will be uploaded on Email.

IB.21 Conformity with the Bidding Documents

21.1 The Bidder must submit a Conforming (Bona Fide) Bid that conforms in all respects with the requirements of the Bidding Documents.

IB.22 Conforming (Bona Fide) Bids

22.1 A Conforming Bid is a bid that conforms in full, both in technical and operational terms with SLIC's Conforming Scheme, and in financial, organizational and obligation terms with the General Conditions of Concession Contract, except for minor departures that do not materially affect the planning, construction method or operational characteristics of the Project or the financial, organizational or obligation regime under which the Concession will be conducted. All such minor departures, if they exist, must be clearly identified and fully described in the Bid. If the Bid contains no deviations from the Conforming Scheme a positive statement to this effect must be made.

22.2 SLIC shall determine whether a Bid is a Conforming (Bona Fide) Bid. However, the SLIC's decision may be reviewed and bidder's grievances/complaints, that may occur prior to the entry into force of the Concession contract, shall be addressed by the committee constituted by SLIC.

IB.23 Non-Conforming Bids

23.1 Alternative proposals in relation to technical, organizational and obligation aspects, which differ in whole or part from the requirements of the Bidding Documents, may be considered by SLIC, at its own discretion. Such Bids will only be considered if they are accompanied by a Conforming (Bona Fide) Bid.

23.2 In addition, Non-Conforming Bids will only be eligible for consideration if they:

23.2.1 are on the basis of, build, operate and transfer arrangements; and do not involve any significant delay in the execution of the Works.

23.2.2 If a Non-Conforming Bid is submitted, it must be clearly identified as such.

23.3 For SLIC to examine a Non-Conforming Bid the Bidder must

demonstrate with full supporting evidence that the proposal is well researched and is technically feasible, that the proposed Work Programme is well researched and that there are engineering, financial, programming and/or operational advantages over the proposals set out in the Bidding Documents.

D SUBMISSION AND OPENING OF BIDS

IB.24 Bids can be submitted for the entire project or separately for each component of the project as mentioned in Table-1. In case the concession is granted to more than one Bidder the cost of development and maintenance of common areas shall be shared by the parties as mentioned at IB-45.

IB.25 Bid Submission Date

26.1 Bids for Part-1 and Part-2 for Technical and Financial Proposals, must be received by SLIC not later than the date (s) and time (s) specified in the Bidding Data.

26.2 SLIC may, at its discretion, extend the deadline for the submission of Bids through the issue of an Amendment in accordance with IB-14, in which case all rights and obligations of SLIC and the Bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

IB.26 Modifications and Withdrawal of Bids

26.1 The Bidder may modify and withdraw its Bid after submission through EPADs only, provided that written notice of the modification or withdrawal is received by SLIC prior to the prescribed deadline for submission of Bids.

26.2 The Bidder's modification or withdrawal notice shall be prepared, in accordance with the provision for the submission of Bids. The withdrawal notice must be sent by EMAIL.

26.3 No Bid may be modified subsequent to the deadline for submission of Bids.

26.4 No Bid may be withdrawn in the interval period between the Bid Submission Date and the expiration of the period of Bid Validity. Withdrawal of a Bid during this interval shall result in the forfeiture of the Bid Security.

26.5 Subsequent to the expiration of the period of validity of Bids prescribed by SLIC, a Bidder that has not been notified by

SLIC of the award of a Concession may withdraw its Bid without penalty.

IB.27 Opening of Bids

- 27.1 SLIC will open the Bids in two stages. Stage-1 Technical Proposal and Stage-2 Financial Proposal in the presence of Bidder/Bidders' representatives. The Bidder/Bidders' representatives who are present shall sign a register evidencing their attendance.
- 27.2 SLIC will examine the Bids to determine whether they are complete, whether the requisite Bid Securities have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 27.3 SLIC shall prepare minutes of the Bid Opening for its own records.

IB.28 Confidentiality

- 28.1 After the Bid Opening, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of a Concession shall not be disclosed to Bidders, or any other persons not officially concerned with such process, until the award of the Concession is announced.
- 28.2 Any effort by a Bidder to influence SLIC in the process of examination, clarification, comparison and evaluation of Bids, or decisions concerning award of the Concession, may result in the rejection of that Bidder's Bid(s).

E. ASSESSMENT OF BIDS

IB.29 Determination of Conformity

- 29.1 Prior to the detailed evaluation of Bids, SLIC will determine whether each Conforming (Bonafide) Bid is substantially responsive to the requirements of the Bidding Documents.
- 29.2 For the purpose of this Clause, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one that affects in any substantial way, relative to the requirements of the Bidding Documents, which includes the:
 - 29.2.1 form, scope, quality, completion or timing of the Construction Phase of the proposed Concession; or
 - 29.2.2 administration, maintenance and operating regime for the Operation Phase of the proposed

Concession; or

29.2.3 financial regime within which the proposed Concession will be carried out or that limits in any substantial way, inconsistent with the Bidding Documents, SLIC's rights or the Bidder's obligations under the proposed Concession, or that would affect unfairly the competitive position of other Bidders who have presented Conforming Bids.

- 29.3 A Conforming (Bonafide) Bid determined to be substantially non-responsive will be rejected by SLIC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 29.4 SLIC may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking order of any Bidder during the evaluation of Bids.

IB.30 Consideration of Non-Conforming Bids

- 30.1 SLIC may, at its discretion, take forward any Non-Conforming Bid for evaluation, provided that such Bids are determined by SLIC to satisfy all the requirements of Clause IB 23.
- 30.2 The decision of SLIC in this regard shall be final and will not be challengeable before any authority or before any court of law.

IB.31 Clarification of Bids

- 31.1 To assist in the examination, evaluation and comparison of Bids, SLIC may ask Bidders individually for clarification of any element of their Bid(s). The request for clarification and the response shall be sent by EMAIL/EPADs, but no change in the financial aspects or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the SLIC during the evaluation of the Bids.
- 31.2 Bidders will be obliged to respond promptly to all requests of SLIC for clarification and also to provide all clarifications requested within the period mentioned in the requests failing which the Bid may be rejected.

IB.32 Correction of Arithmetical Errors

- 32.1 Bids determined to be substantially responsive and, subject to the discretion of SLIC, Non-Conforming Bids that are determined to satisfy the requirements of IB- 23 will be checked by SLIC for any arithmetical errors in computation and

summation.

32.2 Errors will be corrected by SLIC as follows:

32.2.1 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

32.2.2 Where there is a discrepancy between the unit monetary values and the total amount derived from either summation or through the multiplication of the unit monetary value by a factoring value, the unit monetary value as quoted will normally govern unless in the opinion of SLIC there is an obviously gross misplacement of the decimal point in the unit monetary value, in which event the total amount as quoted will govern.

32.3 If a Bidder does not accept the correction of errors as above, its Bid will not be considered hence liable to be rejected.

IB.33 Presentation by the Bidders

33.1 To assist the evaluation of Bids, each Bidder will be required to present its Technical Proposals to SLIC in a meeting to be arranged at time and date as stated in Bidding Data. These meetings must be attended by the Bidder(s) or and its engineers/consultants. The main purpose of these meetings will be:

- a) to provide the Bidder with the opportunity to present the details and merits of the technical and operational aspects of its Bid to SLIC; and
- b) to allow SLIC to seek clarification on any technical and operational matters.

33.2 No commercial aspects of the Bid will be discussed at these presentations and no negotiations in any form will take place.

33.3 The Technical Scope of the Project will be discussed and updated during the course of the meeting.

F DETAILED BID EVALUATION

IB.34 Single stage 02 envelope bidding process

34.1 The detailed evaluation of the Bids will be carried out in two-stages. Those Bids that, in the view of SLIC, fail to satisfy minimum requirements during the Stage-1 i.e Technical of the evaluation will not be taken forward to Stage-2 i.e Financial of the evaluation process.

IB.35 Stage- 1 - Bidder's Capability and Technical Proposal

- 35.1 The aim of the Stage-1 evaluation will be to determine the ability of the Bidder to design, construct and manage the Project, and to evaluate the level of competence shown by the Bidder, in terms of its understanding of the engineering/technical, operational and maintenance aspects of the Project.
- 35.2 The assessment will consider the Bidder's previous experience in projects of this complexity and magnitude. Particular credit will be given to those Bidders who have in-house experience in such projects of this kind specially operating on BOT basis.
- 35.3 Also of importance will be the financial strength of the Bidder and its shareholders, together with their potential ability to arrange an appropriate financing package in support of the Project.
- 35.4 The Technical Proposals are opened at the date and time specified in the Bidding Data **and will be evaluated as per provisions of Technical Criteria.**

IB.36 Stage- 2 - The Financial Proposal

- 36.1 The Financial Proposals shall be opened at the date and time as informed by SLIC.
- 36.2 The Financial Proposals shall be evaluated by SLIC in strict confidence. SLIC will not provide the assessment results or reasons in support of its assessments to any Bidder/Bidders or third party.
- 36.3 In the case of Non-Conforming Bid, subject to Sub-Clauses IB-23 any additional financial benefit that results from non-conformity will be balanced against any consequent financial, economic, environmental or other disadvantage to SLIC or the community as a whole. Any technical implications of non-conformity Bid will also be considered in this adjustment process.

IB.37 Assessment Process

- 37.1 The assessment process will be carried out by SLIC in strict confidence. Subject to Sub-Clause IB 31.1, SLIC will not provide the assessment result or reasons in support of its assessments to any Bidder (s) or third party.
- 37.2 Bidder/Bidders should note that SLIC is not bound to accept any Bid and may at any time, by notice through EMAIL/EPADs), terminate the bidding and assessment process in relation to their Bids or any proposals contained therein.

- 37.3 No any consequential cost shall be paid by SLIC in this regard, nor can be claimed by any bidder initiating any legal proceedings in any court of law.

IB.38 Award of Concession Contract

- 38.1 Subsequent to the detailed evaluation of the Financial Proposals and Revised Technical Proposals (if any), SLIC will award the Concession Contract to the successful Bidder, on the basis of being most beneficial to SLIC.
- 38.2 Upon selection by SLIC the successful Bidder will be required, within a period of 15 days to enter into a Concession Contract Agreement with SLIC & submit Security Deposit,
- 38.3 Failure to fulfil any of the above requirements within the specified time will result in the forfeiture of the Bidder's Bid Security.
- 38.4 In the event of the successful Bidder forfeiting its Bid Security SLIC may, at its discretion, invite the 2nd highest Bidder to negotiate. In case the 2nd highest bidder also forfeits its Bid Security SLIC may, at its discretion, either invite the 3rd highest Bidder or terminate the entire bidding process.

G. INFORMATION TO BE PROVIDED BY BIDDERS

IB.39 Information to be Provided by the Bidders

- 39.1 This section sets out, for the information and guidance of Bidders, SLIC's minimum requirements in terms of the contents of the Bid. It is emphasized that these are minimum requirements that may be supplemented by more detailed information, as deemed necessary by SLIC and the Bidder.
- 39.2 Bidders should note that the information and guidance provided in this Section has been prepared to assist them in completing their submissions of the bids. SLIC reserves the right to request any further information and clarification that it may deem necessary to carry out the detailed evaluation of the Bids.
- 39.3 The Bid shall be presented in two parts, namely Part-1 and Part-2. The minimum contents of each Part are to be as follows:

IB.40 Part-1 Submission

40.1 General

The Part-1 submission should be divided into sections, which should set out the minimum information indicated in the following sections.

40.2 Bid Security

The Bid Security should comply with the requirements of Clauses IB-19.

40.3 Bidder's Capability Statement

The Bidder's Capability Statement will set out minimum information concerning the financial and corporate structure, experience and financial standing of the Bidder's organization or consortium as given in the following paragraphs:

40.4 Constitution or Legal Status

Copies of original documents defining the constitution or legal status and place of registration of the company or firm or, in the case of a joint venture, of each party thereto constituting the Bidder will be submitted.

40.5 Corporate Structure

Where the Bidder is a joint venture of two or more companies or firms, a statement signed by all the parties to the joint venture of the proposed administrative arrangements for the management and execution of the Concession, the duties, responsibilities and share of each party, the authorized representative of the joint venture, and an undertaking that the parties are jointly and severally liable to SLIC for the performance of the Concession.

40.6 Relevant Experience

Details of the experience and past performance of the Bidder (or of each party to a joint venture) on projects of a similar nature within the past 10 years, and details of current projects in hand and other contractual commitments have to be submitted.

40.7 Organizational Structure

A chart indicating the basic organizational structure(s) of the Bidder specifying the responsibilities of each organizational unit of the proposed Concession Company shall be required to be submitted.

40.8 Key Project Personnel

The qualifications and experience of the key personnel proposed for administration and execution of the Concession, during the design, construction and operating phases of the Concession.

40.9 Audited Accounts

Bidders shall provide audited accounts for a minimum of the at least 05 years, together with the most recently published interim accounts (if available), and an authority from the

Bidders (or authorized representative of a joint venture) to seek references from the Bidder's bankers/SECP or any other relevant authority for the:

40.9.1.1 Proposed Concession Company (where available);

40.9.1.2 Each proposed shareholder of the proposed Concession Company;

40.9.1.3 The parent (and, if any, ultimate parent) company of each proposed shareholder of the proposed Concession Company;

40.9.1.4 Proposed consultants; and

40.9.1.5 Proposed contractors

40.9.2 In the absence of audited accounts, a statement detailing the financial strength of the institutions and/or individuals involved should be provided.

40.10 Shareholders

40.10.1 Bidders shall provide in each Bid details of shareholders, their respective shareholdings, their respective capital contributions and the proposed capital structure of the Concession Company.

40.10.2 Bidders should note that where subsequent changes are proposed in shareholding prior to the award of the Concession, SLIC's consent must be sought. It should also be noted that, following award of the Concession, SLIC may place restrictions upon changes to and transfers of the shareholding in the Concession Company.

40.11 Project Appreciation Statement

40.11.1 The site plan (open plot) describing the layout of SLIC's Scheme within the plot is included with these Bidding Documents. The layout of the open plot is provided for the Bidders' guidance and information.

40.11.2 For clarity's sake the bidder shall prepare a 'Project Appreciation Statement' setting out the design and construction of buildings, the operation and maintenance of each component of the project shall also be included but will not be limited to details

a. The design and construction method of buildings and operation, management and maintenance of all the four components of the infrastructure/facility/project.

- b. Any particular problems that might be experienced during construction and the measures to be taken to overcome these; such problems might include poor soil conditions, contaminated land and flood susceptibility during the monsoon season;
- c. The proposed maintenance regime including the organizational system that will be adopted for routine maintenance and repair, longer-term inspection, monitoring and rectification of identified defects and normal deterioration of all four Infrastructure/Facility/project.

40.12 Statement of Proposed Technical Changes to the Conforming Scheme

40.12.1 In the event that the Bidder shall conclude, as a result of its 'Project Appreciation Statement', or otherwise, that it wishes to modify the proposals contained in the Conforming Scheme, the Bidder shall provide supporting drawings and calculations to justify the proposed deviations from the Conforming Scheme.

40.12.2 Such deviations shall be designed and evaluated, by the Bidder, in sufficient detail as to indicate, as a minimum:

40.12.2.1 Any changes in the layout, line and level for the Infrastructure/Facility or its ancillary features;

40.12.2.2 Any changes in the alignment of the four components within the plot.

40.13 Work Programme

40.13.1 The Bidder shall provide a detailed time table showing in intervals the anticipated start-up and construction schedule to achieve the Availability Date specified in Clause IB-4.

40.13.2 In preparing this time table, Bidders are advised that it will be a condition of the Concession Agreement that all sections of the Project are completed and available for use at specified times as provided in Table-1 and Bidding Data. Failure to meet the specified target will result in the imposition of penalties on the Concession Company. However, at the request of the successful bidder (s) SLIC may extend the completion time upto 03 months after considering the genuine ground realities without imposing any penalty.

40.13.3 In case, SLIC does not agree to extend the completion time, payment of rent shall start as per the original schedule of the

grant of the Concession.

40.14 Statement of Bid Conformity

40.14.1 The Bidder shall submit a Statement of Bid Conformity, stating whether or not the Bid conforms to all the requirements of the Bidding Documents. The requirements for bid conformity are set out in Clauses IB 31.1 and 31.2. This statement shall include a list of all non-material departures from the Bidding Documents together with any areas of significant non-conformity.

40.14.2 Bidders should note when preparing their submissions that all deviations from the Bidding Documents should be listed clearly. Such deviations may include, but not be limited to:

40.14.2.1 Any changes to the layout, form or scope of the Conforming Scheme;

40.14.2.2 Any proposed changes to the Form of Concession Contract Agreement.

IB.41 Part-2 Submission

41.1 General

The Part-2 Submission should be divided into sections as set out below and each section should provide, as a minimum, the information indicated in the following sections:

41.2 Operating Capacity

The Bidder is to state in detail the operational capacity during the construction and operation of all the four components of the project.

41.3 Taxation

The Concession Company's obligations to taxation and any taxation allowances are clearly identified in the Concession Contract Agreement. (It should be assumed for taxation purposes that the residual value of all assets at the end of the Concession Period will be zero).

41.4 Other Information

Any other information that is needed to provide a clear understanding of the Bidder's financial analysis should be included in this section of the submission.

41.5 Letter of Financial Proposal

A definitive financial summary of the key elements of the Bid

- It will be binding on all parties to share the cost of construction during construction and throughout the concessions period for operation and maintenance.
- In case the concession is awarded to only one bidder, the cost of development and maintenance of the common area shall be borne by him.
- The bidder(s) will have to hire a Consultant for design of common area and after consent of State Life will proceed for construction work.

IB-44 Right to Use Roofs

Except for the purpose of maintenance and overhead tanks. The right to use the roofs of structures will rest with SLIC. SLIC may use those for its branding or any commercial purpose. Concessionaire will be obliged to provide access to roof and will not create any hindrances in this regard.

**ANNEXURES
TO
INSTRUCTIONS TO BIDDERS**

Annexure-1

General Information

All individual firms and each partner of a joint venture are requested to complete the information in this form. Nationality information should be provided for all owners or applicants who are private limited company, Partnership firms or individually-owned firms.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Email
5.	Place of incorporation / registration	Year of incorporation / registration

<i>Nationality of shareholders/partners/owners</i>		
	<i>Name</i>	<i>Nationality</i>
1.		
2.		
3.		
4.		
5.		

Annexure-2

General Experience Record

Name of Bidder or partner of a joint venture

All private limited companies, Partnership firms or individually-owned firms or partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Bidder (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed, in Rs. Million.

Use a separate sheet for each partner of a joint venture.

Annual turnover data (design & construction only)		
Year	Turnover (Rs. Million)	Remarks
1.		
2.		
3.		
4.		
5.		

- Note:
- 1) Certified copies of Audit report from a Chartered Accountant or Income Tax Department should be enclosed.
 - 2) Testimonials, Certificates and publicity material should not be enclosed; they will not be taken into account in the evaluation of qualification and will be discarded.

Annexure-3

Joint Venture Summary

<i>Names of all partners/ associates of a joint venture</i>
1. Lead partner
2. Partner
3. Partner
4. Partner
5. Partner
6. Partner

<i>Partner</i>	Year 1	Year 2	Year 3	Year 4	Year 5
<i>1. Lead partner</i>					
<i>2. Partner</i>					
<i>3. Partner</i>					
<i>4. Partner</i>					
<i>5. Partner</i>					
<i>6. Partner</i>					

Annexure-4

Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a joint venture
--

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Employer	
3.	Employer address	
4.	Nature of works and special features relevant to the contract for which the Bidder wishes to bid	
5.	Contract role (check one) <div style="display: flex; justify-content: space-around;"> Sole contractor Management Contractor Subcontractor Partner in a joint venture </div>	
6.	Value in specified currencies at completion, or at date of award for current contracts,	
	* Total Contract Amount: _____(Rs. Million)	
	* Sub-Contract Amount (if the role was sub contractor): _____(Rs. Million)	
	* Responsible Contract Amount (if the role was partner in a joint venture): _____(Rs. Million) _____(percentage of share)%	
7.	Rs. Million	
8.	Date of award	
9.	Date of completion	
10.	Contract/subcontract duration (years and months) _____years _____months	
11.	Specified requirements	

Annexure-5

Summary Sheet

Current Contract Commitments / Works in Progress

Name of Bidder or partner of a joint venture

Bidders and each partner of a joint venture should provide information on their current commitments on all contracts that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<i>Name of contract</i>	<i>Value of Total/ outstanding work (Rs. Million)</i>	<i>Estimated completion date</i>
1.		
2.		
3.		
4.		
5.		
6.		

Annexure-6

Financial Capability

Name of Bidder or partner of a joint venture

Bidders, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements of the proposed project. Each Bidder or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets and statement of profit and losses should be attached.

<i>Banker</i>	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	e mail

Summarize actual assets and liabilities in Rs. Million for the previous five years.

<i>Financial information in Rs. Million</i>	<i>Actual: previous five years</i>				
	1.	2.	3.	4.	5.
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					
5. Sales/earnings					
6. Ordinary Profits					
7. Profits before taxes					
8. Profits after taxes					
<i>Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments for other contracts.</i>					

<i>Source of financing</i>	<i>Amount (Rs. Million)</i>
1.	
2.	
3.	
4.	

Attach audited financial statements for the last five years (for the individual Bidders or each partner of a joint venture). Private Limited Companies, Partnership Firms, sole proprietorship and submit their balance sheets certified by a registered chartered accountant, and supported by copies of tax returns

Annexure-7

Litigation History

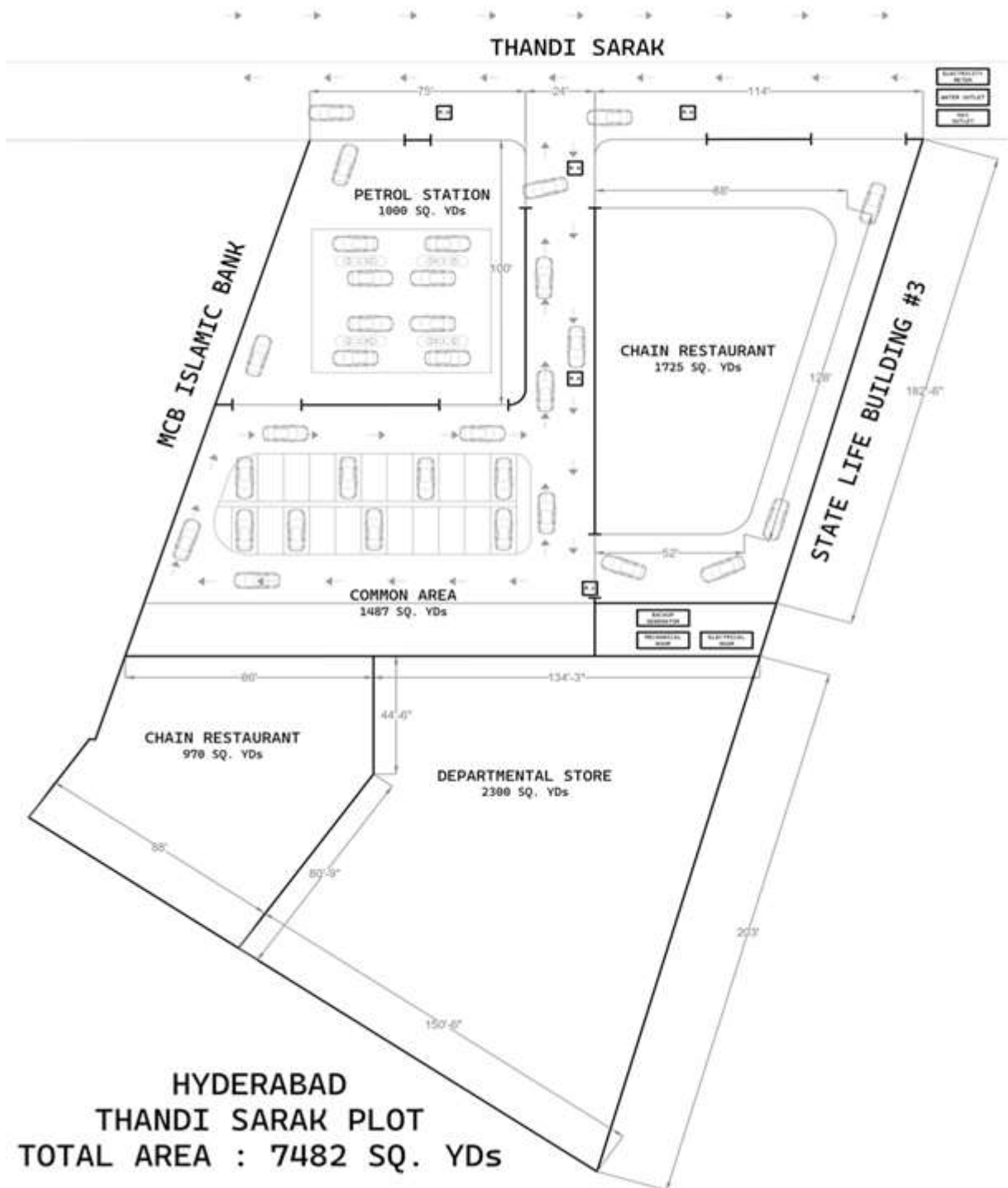
Name of Bidder or partner of a joint venture

Bidders, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last 5 years or currently under execution. A separate sheet should be used for each partner of a joint venture.

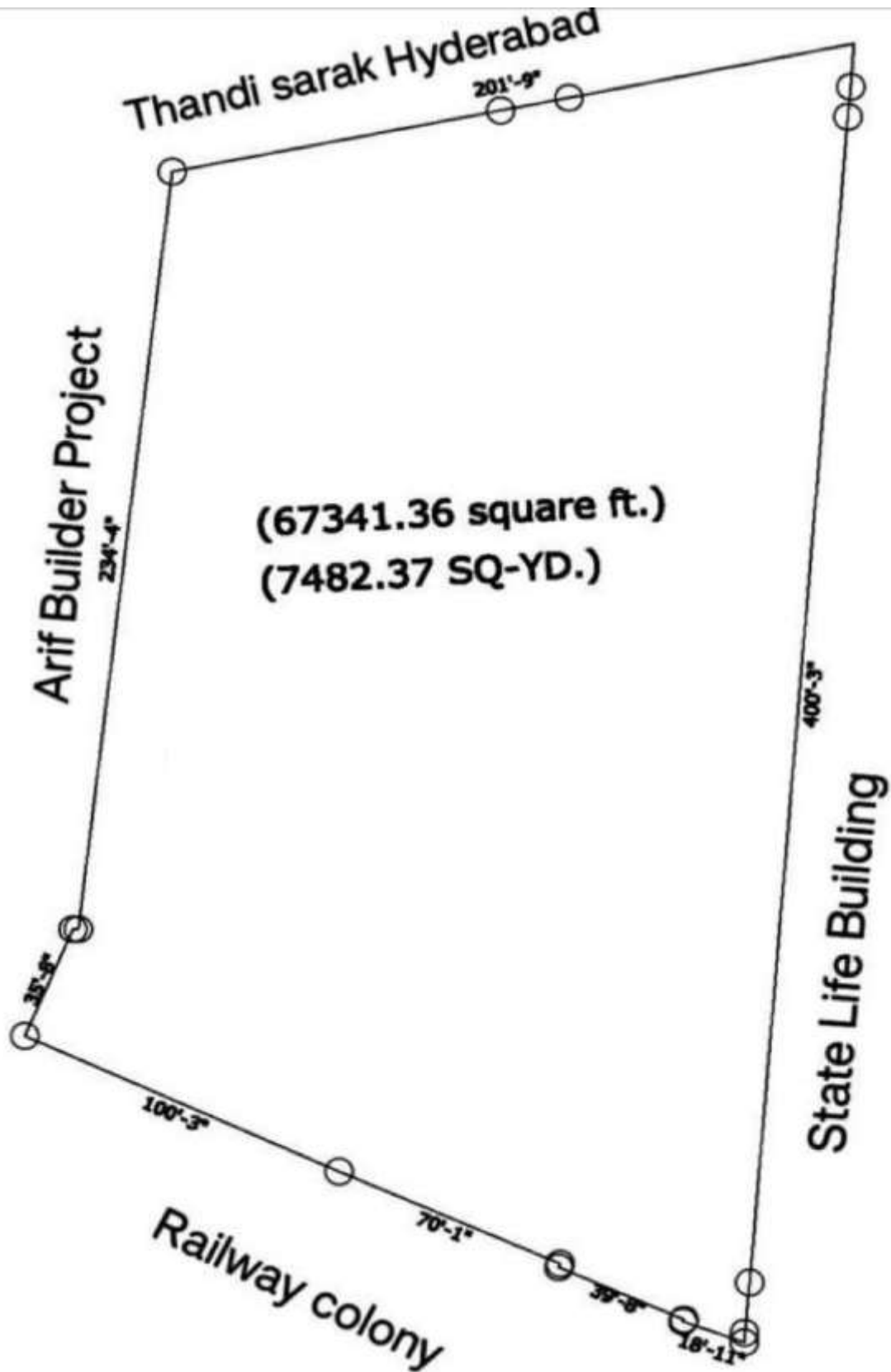
<i>Year</i>	<i>Award FOR or AGAINST</i>	<i>Name of client, cause of litigation, and matter in dispute</i>	<i>Disputed amount (current value, Rs. Million)</i>

PROJECT INFORMATION
APPENDICES TO CONCESSION CONTRACT

APPENDIX - 01 PROJECT SITE PLAN



Project Location Map



BIDDING DATA

- **Name and Address of Employers:**

Divisional Head (Real Estate Division)
State Life insurance Corporation of Pakistan
5th Floor, State Life Building # 9
Dr. Ziauddin Ahmad Road, Civil Lines
Karachi
Phone: 021-99204520, 021-99202865, 0333-9310999
Email: dhred@statelife.com.pk

- **Subject: Renting of Plot for Multipurpose Business**

- **Tender Reference No:** _____

- **Location:** Survey No. 285 (part), 286 & 329, Deh Giddu Bander, Thandi Sarak, Hyderabad

- **Type of Business:** (Please tick type of Business interested in)

- Restaurant front 1725 Square Yards
- Restaurant Back 970 Square Yards
- Petrol Pump 1000 Square Yards
- Large Departmental Store 2300 Square Yards
- All above 7482 Square Yard

- **Building Height Allowed:** Ground + 1

- **Type of Structure:** Pre-fabricated Engineered / RCC

- **Initial Design:** Approved by an Architect in consultation with SLIC

- **Approval requirements, cost, taxes etc. to be borne by contracting party.**

- **Set up and construction period** from the date of signing of concession agreement.

Petrol Pump/Fuel Station	09 months
Food Chain/Restaurant on front	12 months
Food Chain/Restaurant on back	12 months
Large Departmental Store	15 months

- **Concession period** 15 years (Extendable for only one period of 10 years)

- **Bid Security** Rs. 2,000,000/- (rupees two million for each business)

- **Security Deposit** Equal to 03 months' rent to be escalated by 7% per annum on compound rate.
- **Bid Validity:** 180 days
- **Bid Submission Date:** 30.04.2025 @ 11:00 am
- **Pre bid meeting Date** **14.04.2025 @ 11.00 am**
- **Bid Opening Date:** 30.04.2025 @ 11:30 am
- **Signing of Contract & Security Deposit:** Within 15 days of award of Concession
- **Return of Security Deposit:** Without interest: upon satisfactory handover of project on completion of concession period. All dues cleared & without any encumbrances
- **Forfeiture of Security Deposit:** If the party fails to fulfill the obligation of agreement and do not handover the project on time or damages the built structure.
- **Arbitration** As per arbitration act 1940

Note: If any bidder is interested in more than one type of business, then separate bids be submitted for each type of business. In case of tie in bids quoted for petrol pump business, preference will be given to OMC (Oil Marketing Company) over individuals/firms.

TECHNICAL PROPOSAL

APPENDICES TO CONCESSION CONTRACT

Appendix-01

Project Proposed Design, Design Criteria & Technical Details and Implementation Schedule of each of the four components of the project

[To be completed by the Bidder]

Appendix-1 (A)

Method of Performing the Work at the each of the four components of the Project

Appendix-02

CRITERIA FOR FOOD CHAIN RESTAURANT

- **MANDATORY REQUIREMENTS (Companies not meeting mandatory requirements will stand disqualified)**
- Valid National Tax Number from FBR, & SST. (Copies required).
 - Certificate of Registration / Incorporation (SECP).
 - License from the Municipal Corporation, Local Government, **Pakistan Food Authority (PFA)** /Or any other
 - Ensure that the goods supplied meets the quality standards set by the Pakistan Standards and Quality Control Authority (PSQCA).
 - Affidavit on stamp paper (original), declaring that the company is not black listed by any Govt. department / Corporation /private firms and is not involved in litigation with State Life Insurance Corporation of Pakistan.
- **TECHNICAL BID EVALUATION CRITERIA FOR MARKING (To be evaluated by committee)**

S.No	Parameters against which technical evaluation shall be done	Annexure/ Page ref#	Scoring brackets	Total / Maximum points allocated
1	Company Profile			
	Years of Experience:			
	3 to 5 years		2	10
	5 to 10 years		5	
	11 to 15 years		8	
	More than 15 years		10	
2	No. of food chain restaurants owned by the firm in Pakistan			
	Up to 5		10	40
	06 to 10		20	
	11 to 15		30	
	More than 15		40	
3	Monthly sales volume (PKR)			
	From 100 MPKR to 150 MPKR		10	30
	From 150 MPKR to 200 MPKR		20	
	Above 200 MPKR		30	
4	Audited financial statement for last 05 years to determine health of company			
	Average Gross Profitability Less than 10%		05	20
	Average Gross Profitability greater than 10% less than 15%		10	
	Average Gross Profitability greater than 15% less than 20%		15	
	Average Gross Profitability Greater than 20%		20	
			Total Marks	100

Companies securing 70 or above marks will be qualified for financial bid opening.

Appendix-03

CRITERIA FOR MART OR SUPERSTORE

➤ **MANDATORY REQUIREMENTS (Companies not meeting mandatory requirements will stand disqualified)**

- Valid National Tax Number from FBR, & SST. (Copies required).
- Certificate of Registration / Incorporation (SECP).
- License from the Municipal Corporation, Local Government, **Pakistan Food Authority (PFA)** /Or any other
- Ensure that the goods supplied meets the quality standards set by the Pakistan Standards and Quality Control Authority (PSQCA).
- Affidavit on stamp paper (original), declaring that the company is not black listed by any Govt. department / Corporation /private firms and is not involved in litigation with State Life Insurance Corporation of Pakistan.

➤ **TECHNICAL BID EVALUATION CRITERIA FOR MARKING (To be evaluated by committee)**

S.No	Parameters against which technical evaluation shall be done	Annexure/ Page ref#	Scoring brackets	Total / Maximum points allocated
1	Company Profile			
	Years of Experience:			
	3 to 5 years		2	10
	5 to 10 years		5	
	11 to 15 years		8	
	More than 15 years		10	
2	No. of Mart or Superstore owned by the firm in Pakistan			
	Up to 5		10	40
	06 to 10		20	
	11 to 15		30	
	More than 15		40	
3	Monthly sales volume (PKR)			
	From 100 MPKR to 150 MPKR		10	30
	From 150 MPKR to 200 MPKR		20	
	Above 200 MPKR		30	
4	Audited financial statement for last 05 years to determine health of company			
	Average Gross Profitability Less than 10%		05	20
	Average Gross Profitability greater than 10% less than 15%		10	
	Average Gross Profitability greater than 15% less than 20%		15	
	Average Gross Profitability Greater than 20%		20	
			Total Marks	100

Companies securing 70 or above marks will be qualified for financial bid opening.

Appendix-04

CRITERIA FOR FUEL STATION

- **MANDATORY REQUIREMENTS (Companies not meeting mandatory requirements will stand disqualified)**
- a) Valid National Tax Number from FBR, & SST. (Copies required).
 - b) Certificate of Registration / Incorporation (SECP).
 - c) Interested bidder must have copy of License from the Oil and Gas Regulatory Authority (OGRA), Municipal Corporation, Explosive Department of any site.
 - d) environmental clearance from the **Environmental Protection Agency (EPA)** to ensure compliance with environmental regulations regarding fuel storage and handling for any site.
 - e) Affidavit on stamp paper (original), declaring that the company is not black listed by any Govt. department / Corporation /private firms and is not involved in litigation with State Life Insurance Corporation of Pakistan.
- **TECHNICAL BID EVALUATION CRITERIA FOR MARKING (To be evaluated by committee)**

S. No	Parameters against which technical evaluation shall be done	Annexure/ Page ref#	Scoring brackets	Total / Maximum points allocated
1	Company Profile			
	Years of Experience:			
	3 to 5 years		2	10
	5 to 10 years		5	
	11 to 15 years		8	
	More than 15 years		10	
2	No. of Fuel Station under operation in Pakistan			
	One		10	40
	02 to 3		20	
	4 to 5		30	
	More than 5		40	
3	Monthly fuel sales volume (Ltrs)			
	From 150,000 to 250,000		10	30
	Above 250,000 to 350,000		20	
	Above 350,000		30	
4	Audited financial statement for last 05 years to determine health of company			
	Average Gross Profitability Less than 10%		05	20
	Average Gross Profitability greater than 10% less than 15%		10	
	Average Gross Profitability greater than 15% less than 20%		15	
	Average Gross Profitability Greater than 20%		20	
			Total Marks	100

Companies securing 70 or above marks will be qualified for financial bid opening.

Appendix-5

List of Proposed Contractors/Subcontractors Of each of the four components of the project

[To be completed by the Bidder]

Appendix-6

Operation and Maintenance Methods of each the four components of the project

[To be completed by the Bidder]

Appendix-7

Funding/Financial Arrangements

[To be completed by the Bidder]

Appendix-8

Integrity Pact

[To be filled and signed by the Bidder]

Date Contract _____
Contract Value: _____
Contract Title: _____

..... [Name of Bidder or Partner of Joint Venture] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Federal/Provincial/Local Government or any administrative subdivision or agency thereof or any other entity owned or controlled by Federal/Provincial/Local Government through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Bidder] represents and warrants that it has fully declared the brokerage, commission, taxes/fees/charges etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone 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 Federal/Provincial/Local Government, except that which has been expressly declared pursuant hereto.

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

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

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

Name of Bidder/:

Signature:

[Seal]

FORMS

Letter of Technical Proposal

Bid Reference No: _____
[should be same as mentioned on Notice for Expression of Interest]

Name of Project/Infrastructure/Facility: Concession for the design, construction and operation of a Multi-purpose/Mixed Use project comprising of Fuel/Petrol Station, Chain Restaurant, a Departmental Store and a Common Parking Space on Build Operate and Transfer Basis BOT at SLICs own open plot measuring 7,582 Sq Yards situated at Tandi Sarak, Hyderabad.

To, DIVISIONAL HEAD (RE), Real Estate Department,
State Life Building No. 9, Dr. Ziauddin Ahmed Road,
Karachi

Dear Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, general design criteria, operation/maintenance requirements and Addenda Nos. ____ (if any) for designing, execution and operation/maintenance of the above-named Works, we, the undersigned, offer our Technical Proposal to design, execute, complete and operate/maintain the Project in conformity with the Conditions of Contract, general design concept, operation/maintenance requirements and Addenda (if any).
2. We understand that all the Annexures/Appendices attached hereto form part of this Technical Proposal.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees ____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of ____ days beginning from the date Bids are opened.
4. We agree to abide by this Bid for the period of ____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period as per Bidding Documents.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Technical Proposal is made without any collusion, comparison of figures or arrangement with any other

bidder for the Works.

8. We understand that you are not bound to accept the Technical Proposals you may receive.

Dated this _____ day of _____ 20____

Signature: _____

in the capacity of ____duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block
Capitals) (Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

Form-02
Performance Security for Construction, Operation and Transfer of
Project
(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to State Life Insurance Corporation of Pakistan]

Name of Guarantor (Bank) with address: _____

[Scheduled Bank in Pakistan]

Name of Principal (Company) with address: _____

Penal Sum of Security *[to be express in words and figures]* _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto State Life Insurance Corporation of Pakistan (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for *[name and number of the Contract]* for the *[name of the Project]*.

NOW THEREFORE, if the Principal (Company) shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfil all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue till all requirements of relevant Clauses of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within validity period of Guarantee. Failing which we shall be discharged of our liability, if any, under this Guarantee

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Company) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. _____ Signature _____

Corporate Secretary (Seal) Name _____
Title _____

Witness:

2. _____ Signature _____

Corporate Secretary (Seal) Name _____
Title _____

Letter of Financial Proposal

Bid Reference No: _____
[should be same as mentioned on Notice for Expression of Interest]

Subject: Concession for the design, construction and operation of a Multi-purpose/Mixed Use project comprising of (Choose the project interested) Fuel/Petrol Station, Chain Restaurant, a Departmental Store and a Common Parking Space on Build Operate and Transfer Basis BOT at SLICs own open plot measuring 7,482 Sq Yards situated at Tandi Sarak, Hyderabad

Divisional Head (RE),
Real Estate Department,
State Life Building No. 9,
Dr. Ziauddin Ahmed Road,
Karachi
Dear Sir,

We have examined carefully all the Bidding Documents including Instructions to Bidders, Conditions of Contract, general design concept, operation/maintenance requirements of the above concession. We hereby submit our Technical Proposal for designing, execution and operation/maintenance of the below mentioned Project.

We hereby also offer our Financial Proposal to design, execute, complete and operate/maintain including the operation of the Project in conformity with the Conditions of Contract, general design concept and its operation/maintenance requirements. We accordingly and hereby offer a monthly Rent of Rs. _____ (Rupees _____) payable in advance every month along with 03 months' rent as security deposit. Such rent shall also be increased by a minimum of ____ % annually each year for the concession period.

We understand that all the Annexures/Appendices attached hereto form part of this Bid. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees Two million (Rs.2,000,000) drawn in your favour or made payable to you and valid for a period of 180 days beginning from the date Bids are opened.

We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in the Bid.

We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We do hereby declare that the Financial Proposal is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

We understand that you are not bound to accept the highest rent quoted and the proposed annual increase or any Financial Proposal you may receive.

Dated this _____ day of _____ 20____

Signature: _____

in the capacity of _____duly authorized to sign Bids for and on behalf of

Name of Bidder in Block Capitals) (Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation_____

Note: For each venture i.e. Petrol Pump, Food Franchises, and Chain Store separate bids are to be submitted