



**CONSTRUCTION OF FIFTY COUNTRY HOMES IN OPF
HOUSING SCHEME ZONE-V ISLAMABAD**

PREQUALIFICATION DOCUMENTS

January, 2018

OVERVIEW OF THE PROPOSED BIDDING PROCESS

In acknowledgment of the private / public party's experience and expertise in real estate development, the private party is best suited to suggest the proposed development design for the Project at the offered site. Therefore, OPF wishes to select a partner under a two-stage bidding process under PPRA Rules that provides pre-qualified parties with the flexibility to bring forward their own suggestions and innovative design options for OPF's consideration at the first stage of the two-stage bidding process.

OPF will conduct the first stage of bidding by receiving sealed proposals containing a development option along with a business plan of the proposed development on the basis of prior publication of basic information necessary to create a proposal. Thereafter, OPF will select the best development proposal from the multiple options proposed and adopt it as the criteria, after necessary modifications after series of presentations, for the second stage of the bidding.

The second stage of the bidding will be conducted in the manner of single-stage two envelope bidding as prescribed in PPRA Rules (i.e. first the technical proposal shall be opened and evaluated and thereafter the commercial proposals of only those bidders whose technical proposals have been approved will be opened and evaluated).

A development agreement will be executed between OPF and the successful bidder under second stage of the bidding process. The development agreement will set out terms of the development of the Project. Developer will be required to design, finance, construction, marketing, sale and management of project.

It is hereby clarified that the Request for Proposal (RFP) package, to be issued to the pre-qualified parties at the next stage i.e. first stage of the two-stage bidding process shall provide all necessary information (including draft agreement).

SUMMARY DESCRIPTION

PART 1. PREQUALIFICATION PROCEDURES

SECTION I. INSTRUCTIONS TO APPLICANTS

SECTION II. EVALUATION CRITERIA

SECTION III. APPLICATION FORMS

SECTION IV. ELIGIBLE COUNTRIES

PART 2. PROJECT BACKGROUND

SECTION V. PROJECT BACKGROUND

PART 1 - PREQUALIFICATION PROCEDURES

SECTION I – INSTRUCTIONS TO APPLICANTS

A. General

1. Scope of Application

1.1 In connection with the Invitation for Prequalification (IFP) No. OPF/3541/Zone-V/HousingScheme, Overseas Pakistanis Foundation (the “**Employer**”), issues this Prequalification Document (PQD) on National Competitive Bidding (NCB) basis to the parties interested in bidding for the allotment of 50 Bulk Country Homes Plots in OPF Housing Scheme Zone-v, Islamabad under Joint arrangement agreement (the “**Project**”).

1.2 The Employer’s Representative, to perform the duties delegated by the Employer for the Project shall be the Director General Housing & Works Division OPF.

2. Source of Funds

2.1 The development of the Project shall be at the sole cost of the successful bidder.

3. Fraud and Corruption

3.1 Anticorruption Policy prevailing in Pakistan requires that applicants/bidders, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the afore-mentioned policy, the Employer:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt and fraudulent practice” means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among applicants/bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

(ii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party;

(iii) “collusive practice” means by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iv) “integrity violation” means any act which violates Anticorruption Policy including corrupt, fraudulent,

coercive, or collusive practice, abuse, and obstructive practice;

(v) “obstructive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

(b) will reject a proposal for award if it determines that the bidder recommended for award of Contract has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract; and

(c) will sanction/impose remedial actions on a firm or an individual, at any time in accordance with applicable laws and Anticorruption Policy including declaring ineligible, either indefinitely or for a stated period of time, to participate as a contractor, nominated subcontractor, consultant, manufacturer or supplier, or service provider; or in any other capacity, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations.

4. Eligible Applicants

4.1 An applicant shall be an entity or any combination of entities in the form of a JV/consortium with a formal intent to enter into an agreement or under an existing agreement in the form of a JV/consortium who submits the application (the “**Application**”) for the Project pursuant to the PQD (the “**Applicant**”). In the case of a JV/consortium,

(a) all partners to the JV/consortium shall be jointly and severally liable; and

(b) a JV/consortium shall nominate a representative to act as the lead partner who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/consortium during the prequalification process and, in the event the JV/consortium is prequalified, during the bidding process, and in the event the JV/consortium is awarded the development contract for the Project (the “**Contract**”), during Contract execution.

4.2 An Applicant, and all partners constituting the Applicant, shall have the nationality of an eligible country, in accordance with Section IV -

Eligible Countries of the PQD. An Applicant shall be deemed to have the nationality of a country if the Applicant is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

4.3 The above requirement shall apply to the determination of the nationality of Applicant as a single entity as well as all JV/consortium partners.

4.4 The Employer considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Employer will take appropriate actions to manage such conflicts of interest which may include rejecting a proposal for award of the Contract if it determines that a conflict of interest has affected the integrity of the procurement process. At the time of bidding, bidders may be considered to be in a conflict of interest with one or more parties if they, including but not limited to; participated as a consultant in the preparation of the design or technical/commercial/financial/legal specifications of the works/services, that are the subject of this prequalification, or if a bidder participated in more than one (1) bid in the bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all bids in which it is involved. However, this does not limit the participation of a bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one (1) bid.

4.5 A firm that is under a declaration of ineligibility/blacklisting by any of its Employers in accordance with ITA Clause 3 (*Fraud and Corruption*), at the date of submission of the Application or thereafter, shall not be considered.

4.6 Applicants shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 The successful bidder shall be required to obtain an appropriate license from Pakistan Engineering Council ("PEC") for works/services in accordance with the provisions of PEC Bye-laws titled "Construction and Operation of Engineering Works Bye-laws, 1987" issued under SRO 568(I)/87 dated July 08, 1987.

4.8 An Applicant shall submit only one Application in this prequalification process, either individually as an Applicant or as a partner of a JV/consortium. An Applicant who submits or participates in more than one Application will cause all the Applications in which the Applicant has participated to be disqualified.

4.9 Applicants shall provide information regarding pending litigation as indicated in Pending Litigation Criteria, Section II – Evaluation Criteria of the PQD.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract shall have, as their country of origin, an eligible country as per Section IV - Eligible Countries of the PQD.

B. Contents of Prequalification Documents

6. Sections of the Prequalification Documents

6.1 The PQD consist of Parts 1 and 2 which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITA Clause 8 (*Amendment of Prequalification Documents*).

PART 1 Prequalification Procedures

- Section I. Instructions to Applicants (ITA)
- Section II. Evaluation Criteria (ELC)
- Section III. Application Forms (APF)
- Section IV. Eligible Countries (ELC)

PART 2 Project Background and Scope of Work

- Section Project Background and Scope of Work

6.2 The “Invitation for Prequalification” issued by the Employer is not part of the PQD.

6.3 The Employer accepts no responsibility for the completeness of the PQD and its addenda unless they were obtained directly from the Employer.

6.4 The Applicant is expected to examine all instructions, forms, and terms in the PQD and to furnish all information or documentation required in the PQD.

7. Clarification of Prequalification Documents

7.1 A prospective Applicant requiring any clarification of the PQD shall contact the Employer in writing at the Employer’s address as shown hereunder. The Employer will respond in writing to any request for clarification provided that such request is received no later than seven (07) days prior to the deadline for submission of Applications. The Employer shall forward copies of its response to all Applicants who have acquired the PQD directly from the Employer including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the PQD as a result of a request for clarification, it shall do so following the procedure under ITA Clause 8 (*Amendment of Prequalification Documents*) and in accordance with the provisions of ITA Sub-Clause 17.2.

For **clarification purposes** only, the Employer’s address is:

The Director General, Housing & Works Division
Address: OPF head office, 3rd Floor, Housing & Works Division,
Sector G-5/2 Islamabad
Telephone: +92 51 9221065
Fax number: +92 51 9224336,
Email: housing@opf.org.pk

8. Amendment of Prequalification Documents

8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the PQD by issuing addenda.

8.2 Any addendum issued shall be part of the PQD and shall be communicated in writing to all who have obtained the PQD directly from the Employer.(It shall also be available on PPRA / OPF websites)

8.3 To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications.

C. Preparation of Applications

9. Cost of Applications

9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

10. Language of Application

10.1 The Application, as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Application, the translation shall govern.

11. Documents Comprising the Application

11.1 The Application shall comprise the following:

- (a) Letter of Prequalification Application, in accordance with ITA Clause 12 (*Application Submission Sheet/Letter of Prequalification Application*);
- (b) written confirmation authorizing the signatory of the Application to commit the Applicant, in accordance with ITA Sub-Clause 15.3;
- (c) documentary evidence establishing the Applicant's eligibility to prequalify, in accordance with ITA Clause 13 (*Documents Establishing the Eligibility of the Applicant*);
- (d) documentary evidence establishing the Applicant's qualifications, in accordance with ITA Clause 14 (*Documents Establishing the Qualifications of the Applicant*); and
- (e) Any other information, as required under the PQD.

12. Application Submission Sheet/Letter of Prequalification Application

12.1 The Applicant shall prepare Letter of Prequalification Application using the form furnished in Section III - Application Forms of the PQD. This form must be completed without any alteration or modification to its format.

13. Documents Establishing the Eligibility of the Applicant

13.1 To establish its eligibility in accordance with ITA Clause 4 (*Eligible Applicants*), the Applicant shall complete the eligibility declarations in the Letter of Prequalification Application and Appendix 5 included in Section III - Application Forms of the PQD.

14. Documents Establishing the Qualifications of the Applicant

14.1 To establish its qualifications to perform the contract in accordance with Section II - Evaluation Criteria of the PQD, the Applicant shall provide the information requested in the corresponding information sheets included in Section III - Application Forms of the PQD.

15. Signing of the Application and Number of Copies

15.1 The Applicant shall prepare one (1) original of the documents comprising the Application as described in ITA Clause 11 (*Documents Comprising the Application*) and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.

15.2 The Applicant shall submit three (3) copies of the signed original Application, and clearly mark them "COPY", along with the original Application. In the event of any discrepancy between the original and the copies, the original shall prevail.

15.3 The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized and attested (in case of foreign entity: notarized from Notary Public and attested from Ministry of Foreign Affairs and Pakistani Embassy), stamped, and signed by all partners, (as indicated in Appendix 7 (*Documentary Requirements*) of the PQD) indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification. Applications submitted by an existing or intended JV/consortium shall include an undertaking signed by all partners:

- (a) stating that all JV/consortium partners shall be jointly and severally liable, and
- (b) nominating a representative to act as lead partner who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/consortium during the prequalification process and, in the event the JV/Consortium is prequalified, during the bidding process, and in the event the JV/consortium is awarded the Contract, during Contract execution.

D. Submission of Applications

16. Sealing and Marking of Applications

16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope which shall:

- (a) bear the name and address of the Applicant;
- (b) be addressed to the Employer, in accordance with ITA Sub-Clause 17.1; and
- (c) bear the specific identification of this prequalification process indicated in the ITA Sub-Clause 1.1 above.

16.2 If the envelope is not sealed and marked as required, the Employer will assume no responsibility for the misplacement of the Application, or any documents forming a part thereof.

17. Deadline for Submission of Applications

17.1 Applications shall be submitted by the Applicants through courier/express mail or by hand at the address indicated in the Invitation for Prequalification, above. However, Applicants must ensure that the Applications must reach no later than the following deadline:

at 1500 hours, Pakistan Standard Time.

Electronically submitted Applications shall not be entertained and treated as rejected.

17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the PQD in accordance with ITA Clause 8 (*Amendment of Prequalification Documents*), in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

18. Late Applications

18.1 The Employer shall not consider any Application that arrives after the deadline for submission of Applications, in accordance with ITA Clause 17 (*Deadline for Submission of Applications*). Any Application or any document received by the Employer after the deadline for submission of Applications shall be declared late, rejected, and returned unopened to the Applicant.

19. Opening of Applications

19.1 The Applications will be opened on the same day mentioned under ITA sub-Clause 17.1 at 1530 hours (Pakistan Standard Time). The Employer shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant. A copy of the record shall be distributed to all Applicants.

E. Evaluation of Applications

20. Confidentiality

20.1 Information relating to the evaluation of Applications, and recommendation for prequalification, shall not be disclosed to Applicants or any other persons not officially concerned with such

process until the notification of prequalification is made to all Applicants.

20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA Clause 28 (*Notification of Prequalification*), if any Applicant wishes to contact the Employer on any matter related to the prequalification process, it may do so in writing.

21. Clarification of Applications

21.1 To assist in the evaluation of Applications, the Employer may, at any stage during the course of the prequalification process, ask any Applicant for additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Applicant in its Application.

21.2 If an Applicant does not provide additional information, documentation or clarifications of the information requested by the date and time set in the Employer's request for clarification, its Application may be rejected.

22. Responsiveness of Applications

22.1 The Employer may reject any Application which is not responsive to the requirements of the PQD.

22.2 The Employer reserves the right to waive deviations/omissions, if these do not materially affect the capability of an Applicant to perform the Contract. The experience of the subcontractor and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria provided in the PQD.

23. Margin of Preference

23.1 No margin of preference shall apply for domestic bidder in the bidding process following this prequalification process.

24. Not Used

F. Prequalification of Applicants

25. Evaluation of Applications

25.1 The Employer shall use the criteria and methods defined in Section II - Evaluation Criteria, of the PQD to evaluate the qualifications of the Applicants.

25.2 If applicable, the general experience and financial resources of subcontractors shall not be considered for purposes of prequalification of the Applicant.

25.3 As stipulated in this PQD, the Employer is conducting this prequalification exercise for the engagement of a developer to bring its capital, experience and expertise in real estate development by entering into the Contract with the developer that will implement the Project.

26. Employer's Right to Accept or Reject Applications

26.1 The Employer reserves the right to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

27. Prequalification of Applicants

27.1 All Applicants, whose Applications have been determined to be responsive to the requirements of the PQD and who have met or exceeded the specified criteria shall be prequalified by the Employer.

28. Notification of Prequalification

28.1 Once the Employer has completed the evaluation of the Applications, it shall notify all Applicants in writing, whether or not they have been prequalified. Upon request of an interested Applicant, the Employer shall provide the names of those Applicants who have been prequalified.

29. Invitation to Bid

29.1 Promptly after the notification of the results of the prequalification, the Employer shall invite bids from all the Applicants that have been prequalified.

29.2 At the bidding stage the prequalified Applicants shall be required to provide bid security in the form of a bank guarantee from scheduled bank of Pakistan acceptable to the Employer for an amount as specified in the bidding documents.

SECTION II – EVALUATION CRITERIA

The evaluation criterion is principally based on the factors considered of critical importance to the Project by the Employer. Evaluation will be done on a scale of up to one hundred (100) points.

EVALUATION CRITERIA

Description	Marks Allocated
Applicant's Credentials and Track Record	15
Years of Operation (<2 Years = 0 points, 5 Years or more = 5 points, for lead consortium member only)	5
Completion of Projects in the last ten (10) years (Bulk Building Projects worth at least PKR 500 m in present terms) (<2 = 0 points, 2 points for each completed project subject to maximum ceiling)	10
Financial Standing	40
Average Annual Turnover (last three years) (< PKR 200m = 5 points, >PKR 200m to PKR 500m = 10 points, >PKR 500m to PKR 1,000m = 15 Points.	15
Net Worth (Total assets-total liabilities) (< PKR 200m = 5 points, >PKR 200m to PKR 500m = 10 points, >PKR 500m to PKR 1,000m = 15 points)	15
Available Cash Flow to meet cash flow requirements (<PKR 50m = 0 points, >PKR 50m to PKR 100m = 2 points, >PKR 100m to PKR 150m = 5 points, >PKR 150m = 10 points) <i>(Please note that this can be a combination of undrawn credit facility (which can be demonstrated through a bank letter) and un-encumbered cash/bank balances as at the close of the latest available audited accounts)</i>	10

Project experience (capital cost)	20
Aggregate capital cost of the Projects (Both real estate and/or infrastructure) developed over the last 10 years (<PKR 500m = 5 points, >PKR 500m to PKR 1,000m = 10 points)	10
Capital cost of the largest (in financial terms) Real Estate Project developed over the last 10 years by any JV/consortium member (<PKR 200m = 5 points, >PKR 200m to PKR 1000m = 10 points)	10
Relevant Experience <i>As a Project Developer/Owner - Experience in developing Real Estate Projects (by any JV/consortium member)</i>	25
Projects (with area of 500 Kanal or above) developed over past 5 Years (1=5 points, 2=10 points, >=3 = 15 points)	15
Projects (with value of PKR 500m or above) developed over past 5 Years (1= 5 points, >=2 = 10 points)	10
Total	100

Note: Foreign Applicants/ foreign JV/consortium partners having financial statements in a currency other than Pakistani Rupees, the exchange rate for conversion into Pakistani Rupees, applicable for evaluation shall be based on the daily weighted average rate published by the State Bank of Pakistan (“SBP”) (available at <http://www.sbp.org.pk/ecodata/Rates/WAR/WAR-History.asp>) prevailing at respective financial year end of the entity.

PENDING LITIGATION CRITERIA

CRITERIA	COMPLIANCE REQUIREMENTS			DOCUMENTS	
Requirement	Single Entity	Joint Venture/Consortium		Submission Requirements	
		All Partners Combined	Each Partner		At Least One Partner
All pending litigation shall be treated as resolved against the Applicant and the total quantum demanded under all such litigations shall not in the aggregate represent more than fifty (50%) percent of the Applicant's net worth.	must meet requirement	not applicable	must meet requirement	not applicable	Appendix 6

SECTION III – APPLICATION FORMS

APPENDIX - 1

Letter of Prequalification Application

Date:

IFP No.:
scheme

.....
OPF/3541/Rawat/Housing

To: Attention: The Director General,
Address: Housing & Works Division
OPF Head, Sector G-5/2, Shahrah-e-Jamhuriat, Islamabad.
Telephone: +92 51 9219136
Facsimile number: +92 51 9224336
Email: housing@opf.org.pk

We, the undersigned, apply to be prequalified for the referenced IFP and declare the following:

- (a) We have examined and have no reservations to the Prequalification Documents, including Addenda No(s)....., issued in accordance with ITA Clause 8 (*Amendments of Prequalification Documents*).
- (b) We, including all JV/consortium partners have nationalities of eligible countries, as required under ITA Sub-Clause 4.2.
- (c) We understand that at the time of bidding, we, including any JV/consortium partners for any part of the contract resulting from this procurement process, shall not have any conflict of interest in accordance with ITA Sub-Clause 4.4.
- (d) We, including any JV/consortium partners for any part of the contract(s) resulting from this prequalification, have not been declared ineligible/blacklisted by any of our previous employers in accordance with ITA Sub-Clause 4.5.
- (e) We, including any JV/consortium partners, shall comply with the requirements of the Prequalification Documents.
- (f) We understand that you may cancel the prequalification process at any time and that you are not bound either to accept any Application that you may receive or to invite the prequalified Applicants to bid for the Contract subject of this prequalification, without incurring any liability to the Applicants, in accordance with ITA Clause 26 (*Employer's Right to Accept or Reject Applications*).
- (g) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the Application for prequalification and to have them audited by auditors appointed by the Employer.
- (h) All of the Forms accompanying the Application have been duly signed by the undersigned and stamped.

Name

In the capacity of

Signed

..... (Seal)...

Duly authorized to sign the Application for and on behalf of (Name of Applicant)

Date

.....

.....

APPENDIX-2

GENERAL INFORMATION ABOUT THE ORGANIZATION

a)	Name of organization	<i>(indicate complete legal name of the organization)</i>
b)	Operating name of the organization	<i>(if different from legal name)</i>
c)	Country of incorporation	
d)	Ownership of the Organization	Sole Proprietorship/ Partnership/ Private Limited Company/ Public Unlisted/ Public Listed Company/ Other <i>(please specify)</i> <i>(strike out whichever is not applicable)</i>
e)	Date of establishment/ incorporation	<i>(Please provide certificate of incorporation or equivalent document evidencing incorporation)</i>
f)	Brief description of the business	
g)	Details of main business lines/ services/ products offered	
h)	Communication address along with telephone and fax numbers	
i)	Website	
j)	Status in the Project	Single Party/ Lead Consortium Member/ Other Consortium Member <i>(strike out whichever is not applicable)</i>
k)	List of stakeholders / members who own 10% or more stocks & their interest in the company	
l)	List of current directors	
m)	Key Contact Person	<i>(indicate their name, designation/ title and contact address along with telephone, fax and email address)</i>
n)	Other key management personnel	
o)	International affiliations, if any	
p)	Professional membership(s), if any	
q)	Tax registration number	
r)	PEC registration certificate, if applicable	

Individual Applicants, in addition to the above, attach their company profiles as an annexure to this form. In case of a JV/consortium;

- a) The above information shall be provided in respect of each of the JV partners.*
- b) Legal instrument indicating joint venture arrangements with joint and several liabilities shall be provided.*

APPENDIX-3

FINANCIAL INFORMATION SUMMARY

Particulars	Details	
Banking Details <i>(Bank name and branch)</i>		
Paid up Capital [<i>Based on latest audited financial statements, attach copies</i>]		
Net Worth [<i>Attach audited financial statements for the last three years along with banker's certificate regarding credit worthiness and available credit lines</i>]		
Balance Sheet Totals		
Annual Turnover Past three years	Year	Pak Rupee
Available cash flow as at the end of the latest available audited financial statements	Year	Pak Rupee
Aggregate capital cost of the Real Estate/infrastructure developed over the last 10 years [<i>Attach supporting evidence</i>]	Year	Pak Rupee
Total		
Capital cost of the largest financial terms) Estate/infrastructure developed over the last 10 years [<i>Attach supporting evidence</i>]	(in Year Real Project)	Pak Rupee



The financial statements should be in English language in the name of Applicant (the prospective bidder) or Parent Group (in which case Parent Guarantee shall be required as part of the Bid to be submitted at a later stage subsequent to prequalification) i.e. balance sheets including all related notes, and income statements for the last three (3) years, as indicated above, complying with the following conditions.

- *All such documents reflect the financial situation of the Applicant or each partner to a JV.*
- *Historic financial statements must be audited by a certified accountant.*
- *Historic financial statements must be complete, including all notes to the financial statements.*
- *The financial information reflected above should be consistent with the corresponding information reported in the audited financial statements*

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note: If an Applicant is part of a group of companies, please provide the detailed group structure indicating, among other details (shareholding percentage, legal status and name of all companies/entities, common directorship, if any, etc.) the ultimate parent company.

APPENDIX-5

INELIGIBILITY/BLACKLISTING UNDERTAKING

The Applicant/all partners in a JV/Consortium are required to provide an undertaking in the form of an affidavit, stating that:

- a. the Applicant/respective JV/consortium partner has not been declared ineligible/blacklisted by any of its employers from any projects previously undertaken till date, due to the reasons including but not limited to corrupt practices as depicted at ITA Clause 3 (*Fraud and Corruption*) and ITA Sub-Clause 4.5, influencing the Employer in evaluation of the Bids or contract award decisions etc.;
- b. that the Applicant/respective JV/consortium partner has the nationality of an eligible country, in accordance with Section IV – Eligible Countries of the PQD; and
- c. the Applicant/respective JV/consortium partner does not have any conflict of interest, as per ITA Sub-Clause 4.4.

The undertaking shall be signed by the authorized representative of the Applicant/respective JV/Consortium partner and witnessed (as indicated in Appendix 7 (*Documentary Requirements*) of the PQD).

APPENDIX- 6

PENDING LITIGATION FORM

Applicant's Legal Name:

Date:

.....
JV Partner Legal Name:

Each Applicant or each partner of a JV must fill in this form

Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with Pending Litigation Criteria Section II - Evaluation Criteria of the PQD			
<input type="checkbox"/> Pending litigation in accordance with Pending Litigation Criteria Section II - Evaluation Criteria of the PQD, as indicated below			
Year	Matter in Dispute	Value of Pending Claim in PKR Equivalent	Value of Pending Claim as a Percentage of Net Worth

DOCUMENTARY REQUIREMENTS

No.	NAME	REQUIREMENTS ¹	
		LOCAL BIDDER	FOREIGN BIDDER
1.	POWER ATTORNEYS OF	To be dated; witnessed; notarized; duly stamped (PKR 1000/-); signed by an authorized person; and in the language as required under the prequalification document.	To be dated; witnessed; signed by an authorized person; notarized by the notary public in the country where it is issued; and to be adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR. 1000/-.
2.	ALL UNDERTAKINGS	To be dated; signed by the authorized signatory; witnessed; duly stamped (PKR 100/-); and in the language as required under the prequalification document.	To be in the English language and in compliance with the requirements under the prequalification document; stamped when brought into Pakistan, with a stamp duty of PKR. 100/-; signed by the authorized signatory; and witnessed.
3.	JOINT VENTURE AGREEMENT	To be dated, signed by the authorized representative of each JV partner, duly witnessed, and duly stamped (PKR 1200/-).	To be dated, signed by the authorized representative of each JV partner, duly witnessed, and duly stamped (PKR 1200/-).

¹ Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

SECTION IV – ELIGIBLE COUNTRIES

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All countries of the world with whom Islamic Republic of Pakistan has commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council.

PART II - PROJECT BACKGROUND

SECTION V - PROJECT BACKGROUND

INTRODUCTION

Overseas Pakistanis Foundation (OPF) established in 1979 is committed to the social welfare of millions of Pakistanis living and working abroad. This organization has an excellent record of providing services required by Overseas Pakistanis in the areas of housing, education, welfare, health, pension for Overseas Pakistanis and technical training.

The present emphasis of the organization is mainly on providing all kinds of assistance to returning migrants in re-establishing in Pakistan by helping in the fields of education, housing and regeneration their economic activity. OPF has always played a vital role during international crises effecting Overseas Pakistanis. This role has been recognized by United Nations during Gulf War & Yemen crises.

THE PROJECT

Overseas Pakistani Foundation (OPF) has planned to developed a Housing Scheme comprising an area of about 5000 Kanals (625 acres) located at 25 Km from Zero Point in ICT (Islamabad Capital Territory) Zone-V, Islamabad. The purpose to develop a well-planned housing scheme containing all the basic civic amenities for the Pakistanis living abroad fulfilling their aspirations.

The site selected has a unique location in Zone-V, along the right bank of Soan River giving a picturesque view of the valley from the site. Figures 1 and 2 show the location of site with respect to Master Plan of Islamabad and Structural Plan of Zone-V respectively.

The proposed scheme is located north of Japani Road with a road frontage of about 2000 ft. (0.6 Km) and a total depth of about 8,500 ft. (2.6 Km). The lowest elevation (contour line of 1540) is along Japani Road in the south with a total rise of 180 ft (upto contour line of 1720) in elevation near the north and north-western parts of the proposed site.

OPF Intends to allot 50 Bulk Country Homes Plots to renowned developers with the conditioned mentioned hereunder.

OPF'S ROLE IN THE PROJECT AND INCENTIVES FOR DEVELOPERS

OPF wishes to engage the private / Public sector to bring their capital, experience and expertise in real estate development by entering into a joint arrangement agreement for undertaking construction / establishment of Housing Scheme in Rawat Rawalpindi. The selected firm shall be expected to take the lead role in design, finance, construction, marketing, sale and management of project. OPF, as land owner and regulator, shall provide the project land under the joint arrangement agreement and play a facilitating role.

In order to bring in the aforementioned expertise and capital from the private / Public sector, OPF is commencing the development process by inviting parties having financial strength, experience and expertise in real estate development to participate in the competitive bidding process for award of the development Contract. Interested parties, lacking necessary experience may consider forming consortia with other parties to further strengthen their eligibilities to participate in the competitive bidding process.

OPF is committed to empower the private / public sector partner to take market based operational and commercial decisions in relation to the Project, while retaining an oversight and facilitating role.

OVERVIEW OF PROPOSED TERMS & CONDITIONS

1. OPF shall make available land for the purposes of designing, development and construction of the project as its equity. The value of land shall be evaluated by an independent evaluator and subsequently fixed by OPF which shall be final for all intent and purposes.
2. The Prospective Developer / Developer shall be responsible for the entire investment/cost for the development, construction, management and marketing etc of the respective project, which constitute its equity as agreed and in terms of the agreement.
3. Commercial launch, marketing and sale of the project or any component thereof shall commence after the issuance of Provisional Letter of Acceptance of the project by OPF.
4. Plots will be provisionally allotted to the successful bidder on payment as per payment schedule. The first allottee / buyer will be transferred the original provisional allotment letter of plot, which will be subsequently transferred / sold by following the procedures of estate management of OPF.
5. The successful bidder shall have following options for allotment of 50 plots:-
6. By payment of full price of all 50 Plots. A discount of 10% will be given on lump sum payment.
7. By paying 20% of quoted bid price upfront & remaining 80% in 4 quarterly installments. For this option the successful bidder will have to submit a surety bond for payment of quarterly installment.
8. In case of transfer of provisional allotment to the next transferee, full payment of quoted plot price has to be paid to OPF.
9. The successful bidder will start construction of houses on allotted plots within six (06) months of issuance of provisional allotment letters.
10. Houses on all the plots shall be constructed within three (03) years & allotted to final allottees.
11. It will be responsibility of bidder to complete the codal formalities such as taking approval of site plans & other necessary approvals
12. The bidder will fulfil all the bye laws / rules / regulations laid by OPF or any other agencies.
13. All taxes will be paid by the bidder.
14. The houses shall only be used for residential use (Not for commercial use)
15. 'A' class construction shall be done by the successful bidder. OPF will have authority to inspect the under construction houses on periodic basis & give instructions to the developer for meeting the required quality standards. Instructions of OPF will be binding on the developer.
16. OPF will provide the basic infrastructure improvement works i.e. roads, payments, water supply, sewerage, street lights & electrification. Whereas, the successful bidder can make any value addition in the infrastructure with prior approval of OPF.
17. Houses can only be sold to final eligible allottees who fulfil the following conditions
18. OPF membership holder from (80% Quota)
19. General Public (10% Quota)
20. OPF Employees (10% Quota)
21. Successful bidder shall be bound to inform OPF about the sales & marketing plan, prior to its launching, from OPF.
22. Successful bidder shall be eligible to receive the instalment amount from allottee for an amount not exceeding the work done / as per work & payment schedule.
23. Bidder shall not subdivide the plot, however 40% plots can be merged with approval of OPF/CDA.
24. Successful bidder shall submit the performance Guarantee in shape of bank guarantee from any schedule bank of Pakistan to the tune of 20% of scheduled price of plot.
25. OPF will issue the final allotment letter to the allottee after complete payment by the developer and completion certificate of house and NOC by the developer.

26. The contract / agreement with the developer & the allottee will be the responsibility of the bidder without any financial, legal or any other liability of OPF. The bidder will clearly mention the fact in the allotment agreement with allottee that the contract between bidder & allottee will solely be binded between them without any liability of OPF. The copy of contract will be attached with the application for transfer of plot with provisional allotment in OPF.
27. In case the successful bidder fails to start the construction of houses in provisionally allotted plots within six (06) months, a penalty of 1% of bid price per month shall be imposed on the successful bidder. If the successful bidder fails to start construction of houses within twelve (12) months than the provisional allotment shall be cancelled.
28. OPF will issue NOC for building plans free of cost however, water connection charges will have to be paid by the successful bidder.
29. All the utilities charges shall be borne by the successful bidder.
30. The Developer shall bear entire cost for the designing, necessary approvals of designs/ plans, development construction, installation and marketing of the project.
31. OPF shall approve the design and specifications of the project with or without variations, changes and modifications and call for such further explanation or information as required., OPF may propose any change, modification and amendment in the design, specifications and other structural details therein and the Company/Developer shall implement the same accordingly. Approval of the design or any consent thereto by OPF shall not be construed as warranty, acceptance or acknowledgement of any liability or responsibility whatsoever in respect thereof.
32. The Company/Developer shall exclusively be responsible for the standard and quality of construction, equipment and installations, fittings and fixtures and accordingly issue instrument of Warranty/Guarantee as required by OPF.
33. OPF shall establish PMU to monitor construction and operations.
34. OPF shall select independent Auditor to monitor, supervise and maintain records of the investments/equity, costs/expenses and sale proceeds realized from the project.
35. Provisional Allotment letters for allocation to the prospective buyers will be issued by OPF.
36. Time shall be of the essence of the contract for the development and construction of the project.
37. The entire arrangement shall be completed within the period so fixed by the parties mutually. Any deviation from the time schedule so fixed and agreed shall entail consequences as stipulated and highlighted in the Joint Arrangement Agreement.
38. Consents, approvals, acceptance and recommendations in favour of any contesting bidder shall not be construed as acceptance of a particular bid unless the approval is sanctioned in writing by the OPF Board of Governors and not otherwise.
39. The terms for the proposed agreement are merely guidelines of development for the purposes of reference and guidance. They however create no obligations on part of the authority or confer any right on the developer or its subsidiaries. OPF neither gives any commitment nor should these guidelines be considered as an offer to develop the said site/sites. OPF reserves the right and its

sole discretion for determining the terms and conditions of the Agreement after consultation and exhaustive discussions with the developer / developers regarding all the projects so envisaged.