

**BIDDING DOCUMENTS FOR HIGH RISE APARTMENT BUILDING  
PROJECT**



**FOREIGN OFFICE EMPLOYEES COOPERATIVE HOUSING SOCIETY (FOECHS)**

**MINISTRY OF FOREIGN AFFAIRS, ISLAMABAD**

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## LETTER OF INVITATION TO BID

FOECHS invites bids for: *“High Rise Apartments Building Project”*.

1. The Contractor will be selected using: **Single Stage Two Envelope (SSTE)** method, in accordance with the Rules set out in this document and PPRA Rules.
2. It is mandatory for proposals to be made using the standard forms provided in the Bidding Documents. Bids that are not prepared in the prescribed format will not be considered for evaluation. If any information required in the forms is missing, or is not written in the indicated location, no credit will be given during evaluation for such omission.
3. A pre-bid meeting can be called for further explanation of tender. Location and time will be communicated to each bidder.
4. 1 (one) original of **“Technical Proposal”** and **“Financial Proposal”** in the prescribed forms, separately sealed, signed & stamped, must be delivered to “Secretary, Foreign Office Cooperative Housing Society (FOECHS), Adjacent CDA Sector I-16, Rawalpindi on or before 11<sup>th</sup> May, 2022 at 1200 hours.
5. The Technical Proposal will be opened on the same day at 1230 hours in the presence of the representatives of the Bidders who may wish to attend. The Financial Proposal of only technically responsive Bidders will be opened at a time and date to be specified.
6. The Procuring Entity may reject all proposals at any time prior to the acceptance of a proposal.

**YOURS SINCERELY,**

Secretary FOECHS  
Site Office, Foreign Office  
Cooperative Housing Society  
(FOECHS) Adjacent Sector  
I-16, Rawalpindi  
Tel: +92-334-5630000  
Email: contact@foechs.com

## INSTRUCTIONS TO BIDDERS

- 1. Scope of Bid**      **1.1** The Procuring Entity as defined in the Bid Data Sheet intends to receive Bids for the Services. Bidders shall be selected in accordance with the method of selection specified in the Bidding Documents.
- 2. Eligible Bidders**      **2.1** Bidding is open to all those companies, firms and associations of persons legally registered in Pakistan.
- 2.2** A Bidder shall not have any conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if *inter alia*,
- a. they have controlling shareholders in common; or
  - b. they receive or have received any direct or indirect subsidy from any of them; or
  - c. they have the same legal representative for purposes of this bid; or
  - d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
  - e. a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or Technical Specifications that are the subject of the Bid,
- The list of circumstances provided above which may constitute a conflict of interest is not exhaustive, and the Procuring Entity shall be the sole determinant of when a conflict of interest shall arise.
- 2.3** A firm may not, in the sole determination of the Procuring Entity, be eligible to participate in Bids for the Project while under sanction (including but not limited to blacklisting) by the GoP or Provincial Government. A Bid from a sanctioned firm will be rejected.
- 2.4** One Bidder shall submit only one Bid and if one Bidder submits more than one bids the Procuring Entity shall rejects all such Bids.
- 3. Cost of Bidding**      **3.1** The Bidders shall bear all costs associated with the preparation and submission of their respective Bids and the Procuring Entity shall in

no case be liable for such costs, regardless of the conduct or outcome of the bidding process.

**4. Clarification of Bidding Documents**

- 4.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may make a request for clarification from the Procuring Entity in writing on the letterhead of the Bidder, and such request for clarification shall be sent to the Procuring Entity's address indicated in the BDS.
- 4.2 The Bidder or its designated, authorized representative may attend a pre-bid meeting, on the date, time and venue indicated in the Invitation to Bid. The purpose of such meeting shall be to clarify issues and to answer questions on any matter that may be raised.
- 4.3 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meetings, shall be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with the Invitation to Bid. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the procedure prescribed in Clause 9 below of the ITB.
- 4.4 The Procuring Entity shall not be bound by any verbal interpretation of the Bidding Documents, which may be made by the Procuring Entity or any of the Procuring Entity's representatives. Only interpretations made in writing by the Procuring Entity in accordance with the procedure set forth in this Bidding Documents shall be binding.

**5. Language of Bid & Notifications**

- 5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in the English language. Any printed literature furnished by a Bidder may be written in another language, so long as the same is accompanied by an English translation. For purposes of interpretation of quotation Bid, the English translation shall govern.

5.2 The Procuring Entity may make announcements or issue notifications through registered mail, delivery by hand against signature, electronic mail or fax, provided that the electronic mail addresses and fax number is given on the forms submitted by the Bidder. Announcements and notifications made by the Procuring Entity to Bidders at the electronic mail or fax numbers provided by the Bidders shall be deemed to have been received by the Bidders on the date of such communication by the Procuring Entity.

5.3 Notifications through electronic mail shall be made by using the official electronic mail address of the Procuring Entity.

**6. Sufficiency of Bid**

6.1 Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices entered in the Financial Proposal.

6.2 The Bidder is advised to obtain for itself at his own cost and responsibility all information that may be necessary for preparing the Bid and entering into an Agreement for execution of the Project.

**7. Bidder's  
Eligibility and  
Qualification**

7.1 The Bidder must possess the capability and the experience as stipulated in Bidding Data Sheet and the qualification criteria stipulated in the Bidding Documents.

7.2 The Procuring Entity shall determine, to its satisfaction, during the evaluation of the Technical Bid, whether a Bidder meets the eligibility and qualifying criteria specified in the BDS. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Financial Proposal. A negative determination shall result in the disqualification of the Bidder, in which event the Procuring Entity shall return the unopened Financial Proposal to such disqualified Bidder.

- 8. Documents Establishing Conformity to Bidding Documents**
- 8.1** The documentary evidence of the conformity to the Bidding Documents may be in the form of literature and data and the Bidder shall furnish documentation as set out in Bidding Data Sheet.
- 9. Deadline for Submission, Sealing, Modification, Substitution & Withdrawal of Bids**
- 9.1** Sealed Bids must be received by the Procuring Entity at the address provided in BDS not later than the Bid Submission Deadline. The Bids shall be sealed in the manner specified in the Bidding Data Sheet.
- 9.2** Bidders shall submit their Bids by mail or by hand. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 9.3** Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be returned unopened to such Bidder.
- 9.4** Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to Bid Submission Deadline.
- 9.5** In case any envelope is not sealed or marked as required in the Bidding Documents, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Bid.
- 9.6** The Procuring Entity may, at its discretion, extend the Bid Submission Deadline, by amending the Bidding Documents under the terms there-of, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 10. Detailed Evaluation of Technical and Financial Proposals**
- 10.1** Only the Technical Proposals previously determined to be substantially responsive shall be evaluated and compared in detail by the Procuring Entity as per the requirements given in BDS
- 10.2** The Technical Proposal submitted by the Bidder shall be examined in detail whether the Bidder comply with the evaluation criteria of the Bidding Documents, including the BDS.

**10.3** An affirmative determination after an examination under Sub-Clause 11.2 of the ITB of the Technical Proposal submitted by the Bidder shall be a prerequisite for the opening and evaluation of a Bidder's Financial Proposal. A negative determination shall result in the disqualification of the Bid, in which event the Procuring Entity shall return the unopened Financial Proposal to the Bidder.

**10.5** Financial Proposal determined as substantially non-responsive shall be rejected and shall not subsequently be made responsive by the Bidder by correction. Any minor informality or non-conformity or irregularity in a Financial Proposal which does not constitute a material deviation may be waived by Procuring Entity, in its sole discretion, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

**11. Process to be  
Confidential**

**11.1** No Bidder shall contact Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Procuring Entity.

**11.2** Any effort by a Bidder to influence Procuring Entity in the Bid evaluation, Bid comparison or decision to award the Agreement may result in the rejection of his Bid. Whereas, any Bidder feeling aggrieved may lodge a written complaint not later than 15 (fifteen) Days after the announcement of the Bid evaluation result, however, the fact of lodging a complaint shall not warrant suspension of the bidding process.



## BIDDING DATA SHEET

The following specific data for the Project to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. In case of conflict between the terms of this Bidding Data Sheet (“BDS”) and the terms of the Instructions to Bidders, the provisions of the Bidding Data Sheet shall prevail.

<b>A. General</b>
Procuring Entity: Foreign Office Employees Cooperative Housing Society (FOECHS)
Name of Agreement “ <i>High Rise Apartments Building Project</i> ”.
The procurement shall be made under the “Single Stage Two Envelope (SSTE) method”.
<p>Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:</p> <ul style="list-style-type: none"><li>• the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals properly sealed, stamped and duly signed and shall be placed into an outer envelope and sealed, stamped and duly signed and properly marked as “Proposal for <i>High Rise Apartments Building Project</i>”;</li><li>• the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;</li><li>• in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the Procuring Entity;</li><li>• the Procuring Entity shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;</li><li>• during the technical evaluation, no amendments in the technical proposal shall be permitted;</li><li>• after the evaluation and approval of the technical proposals, the Procuring Entity shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; and</li><li>• the financial bids of proposals found technically non-responsive shall be returned un-opened to the respective bidders.</li></ul>
<b>Deadline for submission of Bids: 1200 Hours on 11<sup>th</sup> May, 2022 (“Bid Submission Deadline”)</b>

**Bid Validity Period**

The bid should remain valid for 180 (one hundred and eighty) Days from the date of opening of Bids (i.e., the Bid Submission Deadline).

**Venue, Time and Date of Technical Proposal Opening****Venue:**

Will be announced Later

**Date:** 11<sup>th</sup> May, 2022

**Time:** 1230 Hours

The Financial Proposals of the technically responsive Bidder(s) will be opened at a date provided later on. The sealed Financial Proposals of technically non-responsive Bidders will be returned unopened.

**B. Preparation and Submission of Bids****QUALIFICATION REQUIREMENTS****Eligibility Requirements**

- It must be an artificial person (registered firm or a company registered with Securities & Commission of Pakistan);
- It must be registered with Federal Board of Revenue;
- It must not be blacklisted by any private or public organization and no history of litigation, an affidavit on legal paper should be provided in this regard;
- It must not have conflict of interest in the project that affects the Bidding Process. An affidavit should be provided in this regard. Any Bidder found to have a conflict of interest shall be disqualified.

**Evaluation and Comparison of Bids**

## (a) Basis of Price Comparison

The prices will be compared on the basis of the highest evaluated Bid.

## (b) Technical Evaluation

(i) The criteria for evaluation of Technical Proposal shall be:

Sr. No.	Category	Max Marks
1.	Relevant Experience	60
2.	Financial Credibility	40
	<b>Total</b>	<b>100</b>

The breakup of the each of the category is given hereunder:

**1. Relevant Experience**

Bidder will be assessed on the basis of following parameters:

Sr. No.	Category	Max Marks
1.	<b>Has developed high rise building projects (<i>more than 10 floors</i>) in Pakistan in last ten years</b>	
a.	Minimum 2 projects	30
b.	More than 2 projects	60
<b>2. Financial Credibility</b>		
<i>*Bidder's submissions in this category must be supported by audited financial statements</i>		
Sr. No.	Category	Max Marks
1.	<b>Net Worth (average last 3 years)</b>	
	Net Worth of the Bidder greater than or equal to PKR 2.5 billion	20
	Net Worth of the Bidder equal or greater than PKR 1.25 billion and less than PKR 2.5 billion	10
	Net Worth of the Bidder less than PKR 1.25 billion	0
	<b>Subtotal</b>	<b>20</b>
2.	<b>Turnover/ Revenue (average last 3 years)</b>	
	Average Turnover of the Bidder greater than or equal to PKR 1 billion	15
	Average Turnover of the Bidder equal or greater than PKR 0.5 billion and less than PKR 1 billion	5
	Average Turnover of the Bidder less than PKR 0.5 billion	0
	<b>Subtotal</b>	<b>15</b>
3.	<b>Current Ratio (average last 3 years)</b>	
	Current Ratio equal or greater than 1	5
	Current Ratio less than 1	0
	<b>Subtotal</b>	<b>5</b>
	<b>Total</b>	<b>40</b>

**Qualifying Marks:** *Minimum qualifying marks are 60%.*

**Combined Bid Evaluation**

Combined bids shall be evaluated as follow:

Technical = 60%

Financial = 40%

The formula for determining the financial scores is as follows:

$$S_f = 100 \times F / F_m$$

S<sub>f</sub> = The financial score

F<sub>m</sub> = The highest percentage of revenue per annum from sale of apartments and shops.

F = The percentage of revenue quoted over the lease period of the bid under consideration.

The technically qualified bidder who obtains highest marks in the combined evaluation, as per formula given above, shall be declared as successful bidder.



**LETTER OF QUOTATION**

[Bidder's Letterhead]

Date:

To:

With reference to the Bidding Documents dated [                      ] and issued by [                      ]  
(the “**Procuring Entity**”) (the “**Bidding Documents**”).

We, the undersigned, hereby declare that:

- (a) With reference to your RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- (b) We hereby submit our quotation for share of revenue per annum from the project to be submitted to FOECHS, expressed in percentage, given in attached form of quotation.
- (c) We are making this Proposal after taking into consideration all the terms and conditions stated in the bidding document and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the financial proposal.
- (d) We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the bidding document.
- (e) I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (f) I/ We believe that we satisfy the Technical & Financial Criteria and meet the requirements as specified in the bidding document.
- (g) We understand that you are not bound to accept the highest or any bid you may receive.
- (h) We do hereby declare that our Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid.

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date:

[Seal]

**FORM OF QUOTATION**

[Bidder's Letterhead]

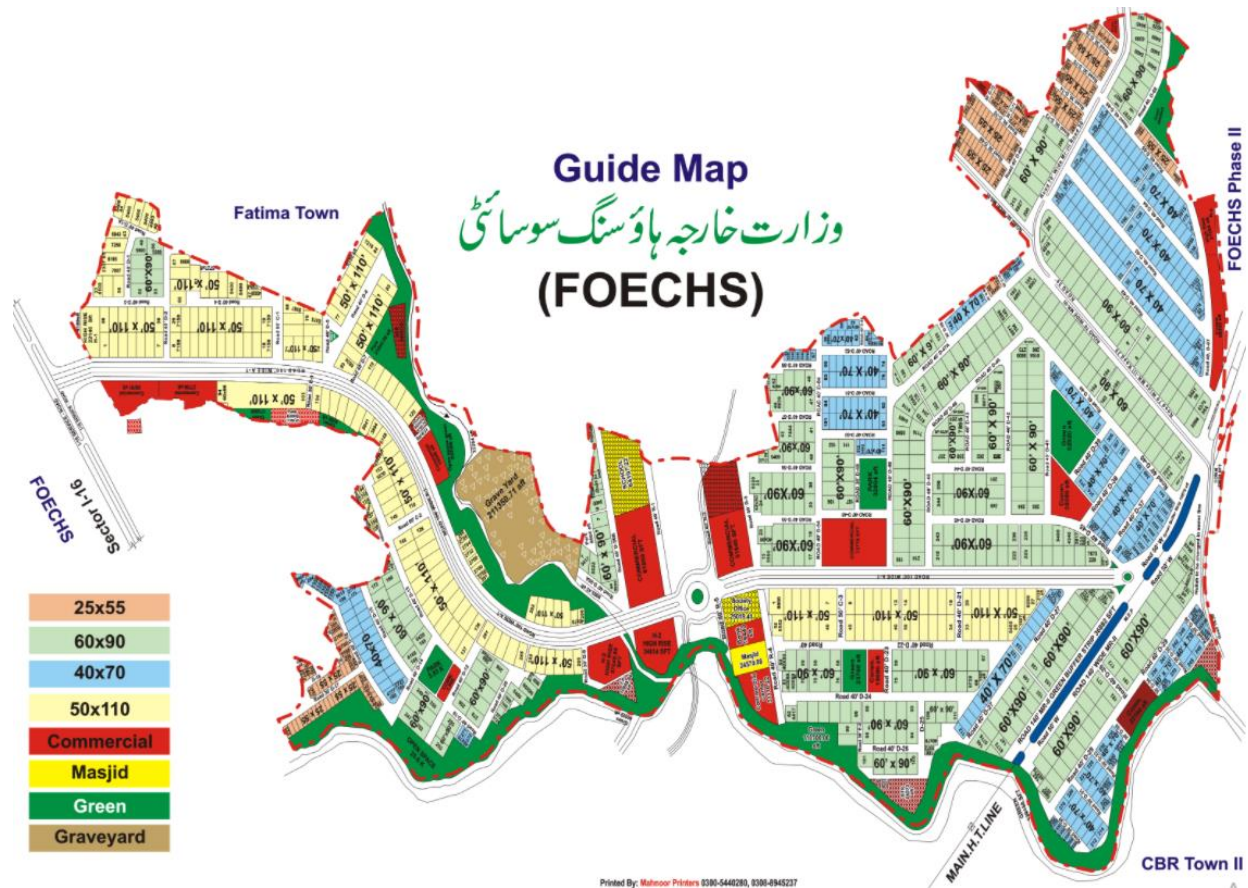
Sr. #	Description	Share in (%)
1.	Percentage of revenue from sale of apartments & shops	

# TERMS OF REFERENCE

## Background

Foreign Office Employees Cooperative Housing Society (FOECHS) is spread over an area measuring about 1850 kanal of land adjacent to Islamabad sector I-16.

FOECHS wants to enter into a contract with interested bidder to develop and operate a high-rise apartment building project on vacant commercial plot of FOECHS.

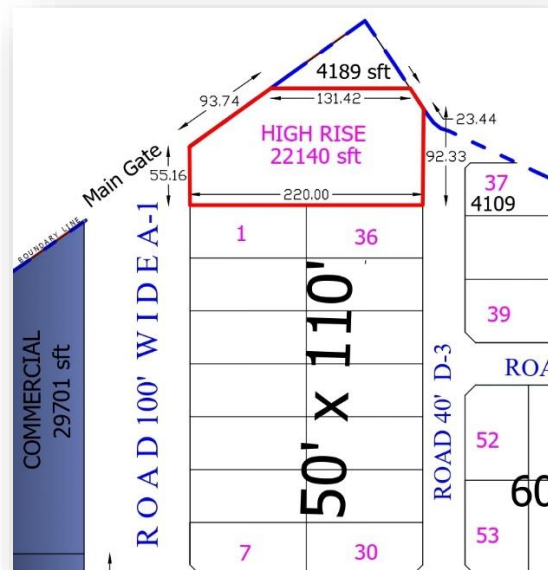




## The Project

The project would be 19 stories building consisting of the following:

- Residential apartments
- Commercial shops



\*actual dimensions can be different on site.

## Terms & Conditions

1. Investor would earn revenue from the sale of the apartments and shops.
2. FOECHS will get its share of revenue from sale of apartments & shops.
3. Land for the Project will be provided by FOECHS. Its cost will be paid to FOECHS separately after completion of Project.
4. The project will be designed by the investor and will be approved by FOECHS & RDA.
5. The successful bidder would also pay 0.5% of the estimated Project Cost as processing fee to FOECHS.
6. Investor would deposit PKR 300 million into an escrow account which shall be jointly operated by representative of FOECHS and the investor. The amount would be utilized for the project.
7. The investor shall maintain separate set of books of accounts for the Project. FOECHS shall have right to inspect such books of accounts when needed.

8. An Auditor shall be appointed by mutual consent of FOECHS and the investor, who shall conduct audit on semi-annual basis and present the report to FOECHS.
9. Investor shall ensure that the Project is not halted at any time due to lack of funds.
10. After all apartments and shops have been sold and receipts collected, FOECHS shall take over the Project and shall have right to receive maintenance charges from occupants against maintenance of the Project. Investor shall have no rights or claim to the Project thereafter.