

REQUEST FOR PROPOSAL (RFP) FOR
**DEVELOPMENT OF NASEER BUNDA HOCKEY STADIUM,
PAKISTAN SPORTS BOARD, ISLAMABAD**
(ENHANCEMENT OF SEATING ARRANGEMENT & ESTABLISHMENT
COMMERCIAL SHOPS)

UNDER BOT/DBFOT PUBLIC PRIVATE PARTNERSHIP MODEL

June, 2026

DISCLAIMER

This request for proposal (the **RFP**) has been prepared by the Pakistan Sports Board Islamabad. This invitation constitutes no form of commitment on the part of the Implementing Agency to enter into any arrangements with any person/entity. The Implementing Agency reserves the right to withdraw from the process or any part thereof or to vary any of its terms at any time without giving any reason whatsoever. No financial or other obligation whatsoever shall accrue to the Implementing Agency in any such event. The information contained in this RFP and attached volumes or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Implementing Agency or any of its employees or advisors is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The Implementing Agency and any other Government departments, entities, Consultants, advisors (including the transaction advisor), employees, personnel, agents, do not make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, Consultants, advisors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project as contemplated herein.

This RFP is not an agreement; its sole purpose is to provide interested parties with information that may be useful to them in making their offers (bids/proposals) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Implementing Agency in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Implementing Agency, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party which reads or uses this RFP.

The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct for the purposes of Bidders. The Implementing Agency has no liability for any statements, opinions or information provided in the RFP. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP. The Bidders are required to undertake their independent assessment and to seek independent professional advice on any or all aspects of the RFP. No decision should be based solely on the basis of the information provided by the RFP.

The Implementing Agency expressly disavows any obligation or duty (whether in contract, tort or otherwise) to any Bidder. No Bidder is entitled to rely on the Implementing Agency's involvement in the preparation of this RFP or in the solicitation process as a basis for preparing the Bid or developing the Project.

In submitting a Proposal in response to this RFP, each Bidder certifies that it understands, accepts, and agrees to the disclaimers set forth above. Nothing contained in any other provision of the RFP nor any statements made orally or in writing by any person or party shall have the effect of negating or suspending any of the disclaimers set forth in this disclaimer.

Abbreviations

BOEC	Bid Opening and Evaluation Committee
CV	Curriculum Vitae
GoPb	Government of the Punjab
PEC	Pakistan Engineering Council
PKR	Pakistan Rupees
RFP	Request for Proposal
SBP	State Bank of Pakistan
SPV	Special Purpose Vehicle

Definitions

ACTUAL REVENUE	Means the total revenue derived from the facility as described in Section 3.6 of this RFP.
BID	Means a bid submitted by a Bidder in response to this RFP and containing the Technical and Financial Proposals.
BID SECURITY	FORMAT OF BID SECURITY and in the amounts and conditions specified in Section 4.4 (Bid Security) of SECTION A , it being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee.
BID VALIDITY PERIOD	Means the period of one hundred and eighty (180) days from the date of the Bid Submission Deadline.
BIDDER	Means an entity, firm, joint venture or consortium that has submitted a Bid for the Project based on this RFP and its criteria.
BIDDING PROCESS	Means the entire process commencing from issuance of RFP until signing of PPP Contract as elaborated more in Section 1.1 of this RFP.
BID SUBMISSION DATE	Means the date on or before which the Bid can be submitted as described in the Letter of Invitation.
CONCESSION	Means the concession granted to the Private Partner by the Implementing Agency in accordance with Section 3.4 of this RFP.
ESTIMATED TIMETABLE	Means the estimated timetable set out in Section 2.1 of this RFP.
FINANCIAL PROPOSAL	Means the financial proposal submitted in accordance with Section 4.5.3 of this RFP.
PROJECT	Means the Design, construct, install, operate, and maintain modern seating facilities. Minimum additional seating capacity: 1,000-1200 spectators. • Seating shall be durable, weather resistant, and compliant with

	<p>applicable safety standards. Design shall allow future expansion.</p> <p>Commercial Development of Snack bars, Fast-food outlets, Refreshment kiosks, Tuck shops, Beverage stations, Sports merchandise outlets, Advertising and sponsorship spaces</p>
PPP ACT	Means the Public Private Partnership Act 2025.
PPP RULES	Means the Public Private Partnership Rules 2025
PPP CONTRACT	Means the formal agreement governing the proposed relationship between the Implementing Agency and the Private Partner that is substantially based on PPP Contract.
PRIVATE PARTNER	Means the Special Purpose Vehicle (SPV), set up by the successful Bidder, with which the Implementing Agency shall sign the PPP Contract.
RESERVE PRICE	Means an amount, determined by the Implementing Agency in its sole discretion, to be the minimum amount of the First Operational Year Revenue Share, as defined below, that is acceptable to the Implementing Agency.
SUCCESSFUL BIDDER	Means the Bidder whose Financial Bid receives the highest marks in conformity with Section 6.5.
TECHNICAL PROPOSAL	Means the technical proposal submitted in accordance with Section 4.5.2 of this RFP.

Interpretations

In this RFP, unless the context otherwise requires:

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) the words importing singular shall include plural and vice versa. and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (c) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this RFP;
- (d) the words "include" and "including" are to be construed without limitation;
- (e) references to "installation" include investigation, design, engineering, procurement, delivery, transportation, processing, fabrication, testing, commissioning and other activities incidental to the installation;
- (f) any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) any reference to month shall mean a reference to a calendar month;
- (i) any reference to GoPb shall mean Government of the Punjab;
- (j) any reference to Bidder shall mean an entity submitting the proposal or a group of entities submitting the proposal as a Joint venture (JV) or consortium, and any reference to the Private Partner shall mean selected Bidder with whom PPP Contract has been signed;
- (k) the attached volumes of this RFP or any addendum(s) issued later on to clarify the Bidders, if any, form an integral part of this RFP and will be in full force and effect as though they were expressly set out in the body of this RFP jointly referred as Bidding Documents;
- (l) unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; and
- (m) any reference to Bidding Process shall mean the entire process commencing from issuance of RFP until signing of PPP Contract with the Private Partner.

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CONCESSION AGREEMENT

1. LETTER OF INVITATION

1.1. INTRODUCTION

The Implementing Agency “Pakistan Sports Board (PSB), Islamabad”, invites sealed proposals from eligible investors, developers, consortiums or JVs, and firms under a Public-Private Partnership (PPP) arrangement for the development, operation, and maintenance of identified areas within Naseer Bunda Hockey Stadium, Islamabad.

The project aims to enhance stadium infrastructure through private sector investment, increase spectator seating capacity, develop commercial facilities, and generate sustainable revenue streams without any financial contribution from PSB.

The aims to

- a) Increase spectator seating capacity through installation of modern modular seating facilities.
- b) Improve spectator comfort and viewing experience.
- c) Develop commercial facilities including snack bars, kiosks, tuck shops, and related amenities for visitors.
- d) Generate sustainable revenue for Pakistan Sports Board through lease rentals and/or revenue sharing.
- e) Ensure that the entire capital investment, operation, maintenance, and commercial risks are borne by the private partner.
- f) Modernize the stadium and improve its attractiveness for national and international sporting events.

Please note that the Implementing Agency expects each Bidder to do its own due diligence in respect of the works for the abovementioned project prior to making the proposal. The Implementing Agency will not be held responsible in the event that a Successful Bidder claims that the work status does not correspond to its expectations.

1.2. CONTENTS OF THE RFP

Please find enclosed the RFP on the basis of which Bids are to be prepared and submitted. This RFP contains the following three (03) volumes / sections and their respective appendices:

Sections:

- a. Information to Bidders
- b. Evaluation and Award
- c. Forms

1.3. BID SUBMISSION AND OPENING DATE

Bids shall be submitted by 20.06.2026 on or before 11:30 am (“**Bid Submission and Opening Date**”) addressed to Director Procurement, Pakistan Sports Board, at the address mentioned below:

Director Procurement

Pakistan Sports Board

Pakistan Sports Complex, Srinagar Highway, Near Abpara, Islamabad

PHONE: +92-51- 9249027

1.4. BIDDER’S REQUEST FOR CLARIFICATION, COMMENTS AND MARK-UP OF THE BIDDING DOCUMENTS

A Bidder requiring any clarification on the Bidding Documents may send an electronic request for clarification to the Implementing Agency with a copy to the Consultants. Bidders may also propose amendments/comments to the Bidding Documents to be made directly in the Bidding Documents in track change made with a separate note explaining the rationale behind any suggested amendment or modification. and such comments shall be sent by e-mail to the Implementing Agency, with a copy to the Consultants.

Any such clarification request/comments or mark-up as specified in this Section shall be addressed within a reasonable time period prior to the Bid Submission Date. The Implementing Agency shall provide response to such queries as soon as possible.

Electronic copies of the response, including an explanation of the query (the "**Response to Questions Document**"), shall be sent to all Bidders. If similar or repeated queries are made by Bidders, those queries may be listed as one query and the Implementing Agency may respond to such query only once. The Implementing Agency reserves the right not to consider such comments or amendments of the Bidding Documents. Any substantial changes that affect the structure of Bidding Documents or the Project shall in no case be taken into consideration.

1.5. PRE-BID MEETING

The Implementing Agency shall organize a pre-bid meeting on the date specified in the Estimated Timetable in order to discuss any further comments the Bidders might have with respect to the Project. The Bidders will be given the opportunity to discuss their comments and suggested changes in the Pre-Bid meeting.

The Implementing Agency, however, reserves the right to call any additional pre-bid conferences if it desires to.

1.6. PUBLIC PRIVATE PARTNERSHIP (PPP)

The Project is to be established within the purview of the PPP Act and PPP Rules (as amended from time to time). Bids are solicited under a single stage two envelope competitive bidding process in

accordance with the PPP Act and each Bid is required to contain a separately sealed Technical Proposal and Financial Proposal within an outer sealed envelope.

1.7. BID SECURITY

Bidders are required to provide a Bid Security of **PKR 156,400/- (Pakistani Rupees One Hundred Fifty Six Thousand and Four Hundred Only)** with Bids in the form of a call deposit, demand draft or a bank guarantee issued by a scheduled bank in Pakistan in the format provided in **Forms (Format of Bid Security)** which shall remain valid until the date of expiry of the Bid Security Validity Period (as defined in Section 4.4). The Implementing Agency shall get the Bid Security verified from the issuing bank.

1.8. COST OF BID PREPARATION

Each Bidder shall bear all costs associated with the preparation and submission of its Bid(s) and the Bidder's participation in the Bidding Process (the "**Bid Costs**") including, without limitation, all costs and expenses related to participation in pre-bid conference, preparation and submission of the bidding documents, provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of Consultants, advisors and contractors etc., preparation of questions or requests for clarification to the Implementing Agency, preparation of Bidders' questions during the clarification process and discussions on the PPP Contract.

The Implementing Agency shall not be responsible or liable to pay any Bid Costs of any Bidder regardless of the conduct or outcome of the Bidding Process.

1.9. CONSORTIUM OF BIDDERS

In case a Bid is submitted as a consortium or a JV, all members thereof are required to furnish a memorandum of understanding legally binding all members, jointly and severally **for Consortium Or JV**, and a power of attorney in favour of the lead member i.e. **Authorization Of Lead Member**.

An international firm, company or party may participate in this bidding process as a junior partner in a consortium, joint venture or association of persons where the lead partner is a national firm, company or party registered in Pakistan participating in the bidding process.

1.10. BIDDERS DUE DILIGENCE

Each Bidder is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and for seeking any other independent advice necessary for the preparation of Bids, negotiation of agreements. and the subsequent delivery of all services to be provided by the Successful Bidder.

Each Bidder is also solely responsible for conducting its own independent research, due diligence, and any other work or investigations to ensure that the Project they are bidding for has been completed to their satisfaction before placing a Bid.

No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Implementing Agency or its advisors, employees, Consultants or agents, for the completeness or accuracy of any information contained in the RFP or the Response to Questions Document or provided during the Bidding Process or during the term of the PPP Contract. The Implementing Agency and its advisors, employees, Consultants and agents shall not be liable to any person or entity

as a result of the

use of any information contained in the RFP or the Response to Questions Document or provided during the Bidding Process or during the term of the PPP Contract. Bidders shall assume all risks in relation to such due diligence of the Project.

Bidders shall not rely on any oral or written statements made by the Implementing Agency or its advisors, employees, Consultants or agents.

All Bidders shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in the Implementing Agency's country. The Bidders are solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies. Any Bids submitted in response to this RFP will be submitted upon a full understanding and agreement of terms of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as acceptance to the said terms.

Yours truly,

Director Procurement
Pakistan Sports Board
Pakistan Sports Complex, Srinagar Highway, Near Abpara, Islamabad
PHONE: +92-51- 9249027

SECTION A: INFORMATION TO BIDDERS

2. PROJECT BIDDING AND EXECUTION SCHEDULE

2.1 The Estimated Timetable for the Bidding Process is as follows:

Activity	Date
1. Bidding Documents Issuance	02. June.2026
2. Pre-Bid Conference/ Bidders Meetings	03:00 pm on 15.June.2026
3. Response to Bidders Queries Document Issuance	Within a reasonable time period prior to the Bid Submission Date
4. Bids Submission Date	11:30 am on 20.June.2026
5. Opening of Technical Proposal / Bid	11:30 am on 20.June.2026
6. Evaluation of Technical Proposals /Bid and Opening of Financial Proposals of Technically qualified Bidders	Within ten (10) days of the opening of Technical Proposals
7. Evaluation of Financial Proposals	Within ten (10) days of the opening of the Financial Proposals
8. Publication/Communication to Bidders of the I	Within seven (7) days of the evaluation of the Financial Proposals
9. Notifications of Awards	At least ten (10) days after publication of the Evaluation Report
10. Anticipated execution of the PPP Contracts with Successful Bidder(s)	As provided in the Letter of Award

The Implementing Agency may, in its sole discretion (subject to applicable laws) and without prior notice to Bidders, amend the Estimated Timetable. Bidders shall not rely in any manner whatsoever on the Estimated Timetable and the Implementing Agency shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.

3. INTRODUCTION AND BACKGROUND OF PROJECT

3.1 Overview

The objectives of the project are:

- g) Increase spectator seating capacity through installation of modern modular seating facilities.
- h) Improve spectator comfort and viewing experience.
- i) Develop commercial facilities including snack bars, kiosks, tuck shops, and related amenities for visitors.
- j) Generate sustainable revenue for Pakistan Sports Board through lease rentals and/or revenue sharing.
- k) Ensure that the entire capital investment, operation, maintenance, and commercial risks are borne by the private partner.
- l) Modernize the stadium and improve its attractiveness for national and international sporting events.

3.2 Project Location

Naseer Bunda Hockey Stadium Pakistan Sports Complex Islamabad.

3.3 Scope Of Work

The selected PPP Partner shall undertake, at its own cost, the following:

A. Seating Enhancement

- Design, construct, install, operate, and maintain modern seating facilities;
- Minimum additional seating capacity: 1,000 spectators;
- Seating shall be durable, weather resistant, and compliant with applicable safety standards;
- Design shall allow future expansion.

B. Commercial Development

The PPP Partner shall develop commercial facilities within approved areas including but not limited to:

- Snack bars;
- Fast-food outlets;
- Refreshment kiosks;
- Tuck shops;
- Beverage stations;
- Sports merchandise outlets;
- Advertising and sponsorship spaces

C. Ancillary Works

- Electrical works;
- Lighting;
- Signage;
- Wayfinding systems;

- Landscaping (where required);
- Public convenience improvements

3.4 Concession

Subject to and in accordance with the terms and conditions set forth in the PPP Contract, the Implementing Agency shall grant to the Private Partner the right to investigate, study, install, operate, maintain, and transfer the Project, and to exercise and/or enjoy the rights, powers, privileges, authorizations, and entitlements as set forth in the Bidding Documents (collectively the “**Concession**”).

The Successful Bidder shall undertake the Project through a Special Purpose Vehicle (SPV) incorporated under the laws of Pakistan as a corporate entity, provided that such company shareholding is the same as indicated in the Bid. This SPV shall be the Private Partner that will execute the PPP Contract.

The Concession shall be granted for a period of 20 years. The preferred concession period shall be determined during evaluation based on value offered to PSB.

3.5 Performance Guarantee

The Private Partner shall, for due and punctual performance of its obligations under the Bidding Documents upon award of work shall provide Performance Guarantee of amount Rs. 700,000/- or 10% of the project cost. Such Performance Guarantees shall be valid in accordance with the terms of the PPP Contract.

3.6 Grace Period / Construction Period

A construction grace period of up to Six (06) months may be allowed from the date of site handover, subject to approval of PSB.

The grace period shall be available only for construction/development purposes and shall not excuse the bidder from performance security, advance concession fee, submission of designs, approvals, insurance, statutory compliance or other obligations.

If delay is attributable to the successful bidder, no extension shall be granted except with written approval of PSB, and delay damages may be imposed.

3.7 Handover / Transfer To PSB

Upon expiry or earlier termination, the concessionaire shall hand over all permanent structures, facilities, improvements, installations, equipment attached to land, approved utilities and project assets to PSB, free of cost, free from encumbrances and in operational condition.

A joint inspection shall be conducted at least 90 days before expiry. The concessionaire shall rectify all defects at its own cost before handover to PSB.

No compensation shall be payable by PSB for permanent structures or improvements.

3.8 Maintenance and Operation

The Private Partner shall be responsible to operate and maintain the Project that includes:

- i. Maintenance (which does not include Major Maintenance as per the PPP Contract) and Operation of the Concession Assets;
- ii. Operate all commercial facilities.
- iii. Maintain seating infrastructure.
- iv. Maintain hygiene and cleanliness standards.
- v. Ensure safety and security compliance.
- vi. Carry out routine and major maintenance throughout the concession period.
- vii. All other obligations set-out in the PPP Contract and its Schedules.

4. BID PREPARATION AND SUBMISSION

4.1 Single Bid

Bidders shall be allowed to submit only one Bid, either by itself, or as a member in a consortium or JV, and shall not:

- a. have common controlling shareholders with any other Bidder (or any constituent thereof); or
- b. be a member of another Bidder; or
- c. receive or have received any direct or indirect subsidy from any other Bidder, or have provided any such subsidy to any other Bidder; or
- d. have the same legal representative for purposes of this Bid as any other Bidder; or
- e. have a relationship with another Bidder, directly or through common third parties, that puts it in a position to have access to each other's information about, or to influence the Bid of either Bidder; or
- f. have participated as a consultant to the Implementing Agency in the preparation of any documents, designs, or technical specifications of the Project.

Any Bidder found in violation of these terms shall be disqualified and the Implementing Agency shall be entitled to encash the Bid Security, as the case may be.

4.2 Language

All Bids shall be submitted in English language for the ease of comprehension and comparability. Any supporting documentation or published material that is in another language must be accompanied by English translation(s). Unless specified otherwise, all currencies are to be represented as **Pakistani Rupees**. For foreign currencies, original figures in the foreign currency and the exchange rate used to calculate the Pakistani Rupees equivalent shall be provided.

4.3 Bid Validity

Bids shall be valid for a period of one hundred and eighty (180) days from the date of the Bid Submission Deadline. In exceptional circumstances, prior to expiry of the original Bid Validity Period, the Implementing Agency may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request shall extend the validity of the Bid Security correspondingly.

4.4 Bid Security

It is further clarified that no Bid Security in the form of an insurance guarantee shall be entertained. The Bidder shall ensure that the Bid Security remains valid for a period of thirty (30) days after the end of the original Bid Validity Period and thirty (30) days after any extension of the Bid Validity Period subsequently requested by the Implementing Agency in accordance with Section 4.3 (the "**Bid Security Validity Period**"). In the event the Bid Security expires prior to the Bid Security Validity Period, the Bidder shall procure an extension of the Bid Security, at least fifteen (15) days prior to its expiry so that it remains fully valid and effective until the Bid Security Validity Period. In event of failure by the Bidder to extend the Bid Security, at least fifteen (15) days prior to its expiry the Implementing Agency shall be entitled to draw down in full the Bid Security up to its full outstanding value.

Bidders are required to provide a Bid Security of **PKR 156,400 (Pakistani Rupees One Hundred Fifty-Six Thousand and Four Hundred Only)** with Bids in the form of a call deposit, demand draft or a bank guarantee issued by a scheduled bank in Pakistan in the format provided in (**Format of Bid Security**) which shall remain valid until the date of expiry of the Bid Security Validity Period. The Implementing Agency shall get the Bid Security verified from the issuing bank. Any Bid not accompanied by a Bid Security in the requisite amount shall be rejected by the Implementing Agency. Bid Securities of unsuccessful Bidders shall be released within one (1) month of issuance of the Letter of Award.

The Implementing Agency reserves the right to appropriate the Bid Security if a Bidder withdraws the Bid during the Bid Validity Period or is found to have violated any of the fair practice clauses of this RFP, or refuses to sign the PPP Contract if the Bid is accepted.

4.5 Bid Contents

In accordance with the stipulations of the single stage two envelope competitive bidding process, Bidders shall be required to submit a single sealed Bid containing the following two sealed proposals: Technical Proposal, and Financial Proposal.

4.5.1 Technical Proposal

The Technical Proposal shall contain a complete description and explanation of the Project and the methodology for the Project.

Additionally, the Bidder shall provide names and qualifications of key staff to be allocated to the Project and a description of any other resources that the Bidder intends to utilize for undertaking the Project. The Technical Proposal shall be prepared including all supporting information necessary to evaluate the proposal in accordance with the criteria described in **Section B**.

4.5.2 Financial Proposal

The Financial Proposal shall be provided in the format attached in **Forms (Format of Financial Proposal)**.

Under no circumstances shall the Implementing Agency consider a conditional Bid.

The Financial Proposal shall also include a fully functional, non-restricted, dynamically linked Financial Model in Excel spreadsheet form stored on a non-rewritable USB.

4.6 Bid Preparation

Bidders are expected to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, weather data, availability of power, water and other utilities for construction, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant to undertaking the Project.

By submitting the Bid, the Bidder shall be deemed to have:

- a. Made a complete and careful examination of this RFP;
- b. Received all relevant information requested from the Implementing Agency;
- c. Satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP
- d. that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, and loss of profits etc. from the Implementing Agency, or a ground for termination of the PPP Contract by the Private Partner;
- e. acknowledged that it does not have a conflict of interest; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof.

4.7 Bid Signing and Cover Letter

The Technical, and Financial Proposals shall be signed by a duly authorized representative of the Bidder. The Proposal shall include a Power of Attorney duly stamped and notarized, indicating that the person(s) signing the Bid are authorized to sign the Technical and Financial Proposals to the Implementing Agency on behalf of Bidder and thus that the Bid is binding upon the Bidder during the full period of its validity.

4.8 Bid Submission

Bidders shall submit one original Technical Proposal and one original Financial Proposal and two (2) hard copies and one (1) soft copy of the Technical Proposal.

Each proposal shall be in a separate envelope indicating original or copy, as appropriate. The Technical, and Financial Proposals shall be placed in a sealed envelope clearly marked as “Technical Proposal”, and “Financial Proposal” separately. These two envelopes, in turn, shall be placed along with the Bid Security in a sealed outer envelope bearing the address and information indicated in this Letter of Invitation. The envelope shall be clearly marked. *“DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE”*.

Bids sent through fax or email shall not be considered.

4.9 Bid Modification

Bidders may modify, substitute, or withdraw Bids submitted before the Bid Submission Date, provided that, written notice of the modification, substitution or withdrawal is received by the Implementing Agency prior to the Bid Submission Date. No Bid may be modified, substituted or withdrawn on or after the Bid Submission Date.

4.10 Amendments to RFP

At any time prior to the Bid Submission Date, the Implementing Agency may, for any reason, whether at its own initiative or in response to a query by a Bidder, modify the RFP by the issuance of addenda. Any addendum issued hereunder shall be in writing and shall be sent to all parties that have registered with the Implementing Agency for such correspondence. In order to allow the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Implementing Agency may, at its sole discretion, extend the Bid Submission Date in a manner similar to the original public notice.

No other communications of any kind whatsoever, including, without limitation, the Response to Questions Document, shall modify the Bidding Documents.

4.11 Clarifications

A Bidder requiring any clarification on the Bidding Documents may send a written request Director Procurement Pakistan Sports Board, Pakistan Sports Complex, Islamabad for clarification to the Implementing Agency.

Any such clarification request /comments or mark-up as specified in this Section shall be addressed as soon as possible by the Implementing Agency.

Electronic copies of the response(s), including an explanation of the query (the "**Response to Questions Document**"), shall be sent to all Bidders. If similar or repeated queries are made by Bidders, those queries may be listed as one query and the Implementing Agency may respond to such query only once. The Implementing Agency reserves the right not to consider such comments or amendments of the RFP. Any substantial changes that affect the structure of the Project shall in no case be taken into consideration.

4.12 Taxation

By submitting a Bid, the Bidder shall be deemed to have accepted the obligations contained in this RFP. The Bidder shall set out in its Financial Model:

- (a) all applicable tax provisions, including the quantum and timing of each provision; and
- (b) the tax depreciation policy proposed for each category of asset.

The amount quoted by the Bidder in the Financial Proposal shall be stated exclusive of all applicable taxes.

4.13 Consortium or Joint Venture

Bidders may submit a Bid in a consortium or JV of two or more enterprises, provided such Bid shall be signed by all members in the consortium or JV so as to legally bind all members, jointly and severally.

The lead member of the consortium or JV shall also commit to hold a minimum equity stake equal to at least fifty-one percent (51%) of the total paid up equity capital of the Private Partner.

A valid legal instrument in the manner clearly specifying the **Consortium or JV** to validate providing each party commitments shall be submitted with the Bid.

4.14 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation of Bids shall not be disclosed to any person who is not officially concerned with the Bidding Process or retained professional advisor advising the Implementing Agency in relation to, or matters arising out of, or concerning the Bidding Process. During the Bidding Process, the Implementing Agency will treat all information, submitted as part of the Bid in confidence and will require all those who have access to such material to treat the same in confidence. During the Bidding Process, the Implementing Agency may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Implementing Agency or as may be required by law or in connection with any legal process.

4.15 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents, and advisers are required to observe the highest standard of ethics during the Bidding Process and during the subsistence of the PPP Contract. Notwithstanding anything to the contrary contained herein, or in the Draft PPP Contract, the Implementing Agency shall reject a Bid, or terminate the PPP Contract without being liable in any manner whatsoever to the Bidder or Private Partner, as the case may be, if it determines that the Bidder

or Private Partner, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Bidding Process. In such an event, the Implementing Agency shall appropriate in full the Bid Security or the relevant Performance Guarantee, as the case may be.

Following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Implementing Agency who is or has been associated in any manner, directly or indirectly with the Bidding Process or has dealt with matters concerning the PPP Contract or arising there from, before or after the execution thereof at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Implementing Agency, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the PPP Contract, as the case may be, any person in respect of any matter relating to the Project or the PPP Contract, who at any time has been or is a legal, financial or technical advisor of the Implementing Agency in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Implementing Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION B: EVALUATION AND AWARD

5. BID OPENING

5.1 Bid Opening and Evaluation Committee

The Implementing Agency shall notify a Bid Opening and Evaluation Committee (BOEC) that shall open the Bids and analyse and evaluate the Bids according to the criteria contained in this RFP for recommendation to the competent authority.

The BOEC does not have an obligation, responsibility, commitment, or legal liability toward any Bidder or any Bidder's collaborators arising from this RFP or any Bid submitted in response to it, or from the Bidding Process.

5.2 Procedure

The BOEC shall open the Bids, in the presence of Bidders, or their authorized representatives, who choose to attend the Bid opening on the date and time provided in **Section 2 - Letter of Invitation** of this RFP. The Bidders' representatives who are present shall sign a register in evidence of their attendance.

The BOEC shall examine the Bids to determine whether they are complete and responsive, whether the requisite Bid Security has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

Any errors or omissions in a Bid will not result in its automatic rejection. The BOEC reserves the right to ask Bidders to correct any errors or omissions in their Bids to the BOEC's satisfaction. However, under no circumstances can a Bidder amend the information quoted in **Form (Summary of Financial Model)** as the result of clarifying or rectifying a Bid.

Bidders' names, bid withdrawals (if any), the presence of the requisite Bid Security and such other details as the BOEC at its discretion, may consider appropriate, will be announced at the Bid opening.

The BOEC shall prepare detailed minutes of the Bid opening for transparency and its own record.

6. BID EVALUATION

6.1 Responsiveness

Prior to and during evaluation of Bids, the BOEC shall determine whether each Bid is responsive to the requirements of this RFP, in accordance to the following:

- a. it is accompanied by a Bid Security in the format prescribed in **Form (Format of Bid Security)**;
- b. it is duly signed, and each page is duly stamped and initialed by the Bidder(s);
- c. it is received as per the formats provided in **Section C**;
- d. it is received by the Bid Submission Date including any extension thereof;
- e. it is signed, sealed, bound together in hard cover and marked as stipulated in the above clauses;
- f. it is accompanied by the power of attorney (**Authorization Of Representative**);
- g. it is accompanied by an **Affidavit** for no Blacklisting / Litigation in accordance with **Form Format of Affidavit**;
- h. it is accompanied by a **Cover Letter**;
- i. in case of a consortium or JV it is accompanied by a joint venture agreement for the formation of **Consortium Or JV** and a power of attorney authorizing a lead member i.e. **Authorization of Lead Member**;
- j. it contains all the information (complete in all respects) as requested in this RFP; and
- k. it does not contain any condition or qualification.

BOEC reserves the right to reject any Bid which is recommended by the BOEC as non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect thereof provided further BOEC may for reasons to be recorded in writing reject a speculative or unrealistic bid as non-responsive but such rejection of a bid shall not lead to the termination of the bidding process.

6.2 Procedure

The BOEC shall open Technical Proposals of the responsive Bidders prescribed in Section 6.1.

The BOEC shall evaluate Technical Proposals according to the evaluation criteria prescribed in **Section 6.4**. After completion of the technical evaluation, the BOEC shall announce Bidders who have technically qualified and open Financial Proposals of technically qualified Bidders in the presence of technically qualified Bidders or their authorized representatives who choose to attend. Financial Proposals of Bidders that do not meet the technical evaluation criteria shall not be opened and shall be returned unopened after the completion of the Bidding Process. The BOEC shall evaluate Financial Proposals according to the evaluation criteria prescribed in **Section 6.5**.

6.3 Mandatory Requirements

As a part of the basic eligibility criteria, the Bidder or its JV/partner/consortium member shall be required to meet the following criteria:

Mandatory Provisions/ Eligibility

Bidder Information
The Bidder must provide the information required in Form (Bidder Information Form)
Documents to be Submitted
<ol style="list-style-type: none"> 1. Certificate of Incorporation (SECP) / Firms Registration 2. Valid Registration with Tax Authorities (Income Tax / Sales Tax) 3. Active NTN/ATL Status
Conflict of Interest
<p>The Bidder shall not have a Conflict of Interest. The “Conflict of Interest” means:</p> <ol style="list-style-type: none"> (a) where a contractor, supplier or consultant provides or could provide, or could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him; (b) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract; (c) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the procuring agency under the contract; (d) where an official of the procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner. <p>The Bidder is required to submit an affidavit affirming the aforementioned points. This affidavit should be on a stamp paper of appropriate value attested by a notary public, while a foreign bidder's affidavit should be attested by a consulate or embassy of Pakistan in their country.</p>

Blacklisting
<p>The Bidder is not blacklisted. Blacklisting means:</p> <p>“Barring a bidder, contractor, consultant, or supplier from participating in any future procurement proceedings by the Pakistan Engineering Council/PPRA/any Government, Semi Government, Autonomous body”</p> <p>The Bidder is required to submit an affidavit affirming the aforementioned point. This affidavit should be on a stamp paper of appropriate value attested by a notary public, whereas an affidavit by a foreign bidder should be attested by a consulate or embassy of Pakistan in their country.</p>
Litigation History
<p>All pending litigation shall in total not represent more than fifty (50)% of the Bidder’s net worth and shall be treated as resolved against the Bidder.</p> <p>Details of any such pending litigation should be provided. If there is no such pending litigation, the Bidder is required to submit an affidavit providing an affirmation to that effect. This affidavit should be on a stamp paper of appropriate value attested by a notary public, whereas an affidavit by a foreign bidder should be attested by a consulate or embassy of Pakistan in their country.</p>
History of Non-Performing Contracts
<p>Any non-performance of a contract did not occur within the last five (5) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation. A fully settled dispute, or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.</p> <p>The Bidder is required to submit an affidavit affirming the aforementioned point. This affidavit should be on a stamp paper of appropriate value attested by a notary public, whereas an affidavit by a foreign bidder should be attested by a consulate or embassy of Pakistan in their country.</p> <p>The past performance of the applicant on all completed and ongoing projects may also be checked in coordination with other government departments.</p>
Shareholding structure of its proposed SPV

(If any Bidder fails in any one or more of the Mandatory Provision/Eligibility Criteria, its Technical Proposal shall be regarded as “Non-Responsive” and will not be considered for further evaluation).

6.4 Technical Evaluation Criteria

The Technical Proposal of only those Bidders shall be opened who qualify the Mandatory Requirements set forth in evaluation of Section 6.3 above.

The BOEC shall attribute a technical score (TS) to responsive Technical Proposals.

Technical Proposals scoring less than thirty-five (35) points overall shall be rejected. TS shall be calculated as follows:

Technical Evaluation/ Qualification Criteria. Weightages/Marks

Serial No.	Criteria	Weightage/Marks
1.	Financial Soundness	15
2.	Work Experience	05
3.	Work Programme	05
4.	Work Methodology	05
5.	Key Personnel	10
6.	Equipment	10
	Total	50

The Technical Evaluation Criteria marks are mentioned in the Technical Evaluation table herein below:

For technical qualification, a bidder must score 35 or more marks.

1. Financial Soundness	
Criteria	Maximum Score Awarded
<p>Minimum Net Worth For minimum net worth of Rs. 15 Million (15 Marks) Proportionate marking for Net Worth less than Rs. 15 Million In the case of the Bidder being a JV/Consortium the aggregate minimum net worth of all the members of the JV Consortium will be considered.</p>	15 Marks

2. Work Experience	
Criteria	Maximum Score Awarded
<p>General Experience The Bidder shall be in the business at least for the number of years as specified below: For 03 years' experience (03 Marks) Experience in the role of contractor, subcontractor, or management contractor for at least the last 03 years prior to the bid submission deadline. To substantiate the work experience cited in the Bid, Bidders are required to submit completion certificate(s) issued by the relevant client for all completed projects. For Two (02) Projects or More in Hand (02 Marks) For ongoing projects / works in progress, Bidders must provide a copy of the work order.</p> <p>Work experience shall only be considered for evaluation if the Bidder executed the relevant work entirely in its own capacity in the role of a contractor, subcontractor, or management contractor, or as a member of a joint venture or consortium.</p>	05 Marks

3. Work Programme	
Criteria	Maximum Score Awarded
Detailed and Project Specific (05 Marks) Substantially Detailed (03 Marks) Sketchy (01 Marks)	05 Marks

4. Work Methodology	
Criteria	Maximum Score Awarded
Detailed and Project Specific (05 Marks) Substantially Detailed (03 Marks) Sketchy (01 Marks)	05 Marks

5. Key Personnel Qualification and Experience	Maximum Score (10 Marks)
<p>The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements</p> <p>(All engineers must be registered with PEC, it is mandatory)</p> <p>(For all Engineers, the Bidders are required to submit PEC registration certificates and the signed CVs of personnel. (List of Key Personnel to be attached)</p>	
Criteria	Maximum Score Awarded
<p>Civil Engineer(s) (At least 1)</p> <p>05 years or more experience. (5 Marks) 05 years to 04 years' experience (4 Marks) 04 years to 03 years' experience (3 Marks) 03 years to 02 years' experience (2 Marks) 02 years to 01 year' experience (1 Marks) Less than 01 year' experience (0 Marks)</p>	05 Marks
<p>Financial Specialist / Accountant (MBA/MSc (Preferably Major in Finance)/or equivalent)</p> <p>03 years or more relevant experience (01 Mark) 01 to Less than 01 years' relevant experience. (0 Mark)</p>	01 Mark
<p>Project Manager (BSc Civil Engineering)</p> <p>More than 04 years relevant experience (4Marks) 04 years to less than 03 years' relevant experience (3.5 Marks) 03 years to less than 02 years' relevant experience (3.0 Marks) 02 years to less than 01 years' relevant experience (2.0 Marks) Less than 01 year' relevant experience. (0 Mark)</p>	04 Marks

6. Equipment	Maximum Score Awarded
<p>The Bidder must demonstrate that it has the key equipment listed below:</p> <ol style="list-style-type: none"> 1. Structural Steel mounting tools & hardware (04 Marks) 2. Concreting tools and equipment (04 Marks) 3. Basic Safety gear of site workers (02 Marks for 10 sets) <p>If the Bidder possesses all the key equipment: 10 marks. If the Bidder possesses none of the key equipment: 0 Marks</p>	10 Marks

6.5 Financial Evaluation Criteria

The Financial Proposals of only those Bidders shall be opened who will qualify by scoring minimum 35 points, out of total 50 points for technical evaluation.

Most advantageous financial bid taking into consideration the revenue sharing and concession year will be considered.

Financial score should consider:

Factor	Weight
Revenue Share to PSB	50%
Upfront Concession Fee	20%
Capital Investment	20%
Concession Period Offered	10%

7. AWARD

7.1 Announcement

Prior to the expiration of the Bid Validity Period, the Implementing Agency shall notify the Successful Bidder in writing that its Bid has been accepted by the Implementing Agency (the "**Letter of Award**").

The results of the Bidding Process shall be published on the Implementing Agency's official website at least ten (10) days prior to Letter of Award and/or in accordance with the applicable laws.

7.2 Negotiation

The Implementing Agency may conduct contract negotiations with the selected Bidder in accordance with the provision of the PPP Act. The negotiations shall focus on the terms and conditions not specified in this RFP and but no post-bid changes in the terms and conditions mentioned hereto as binding and which formed part of the Bid evaluation shall be allowed as a consequence of contract negotiations.

7.3 Termination of Bidding Process

The Implementing Agency reserves the right to terminate the Bidding Process at any time till such time that the PPP Contract is signed. The Implementing Agency shall, upon request of any of the Bidders, communicate to such Bidder, grounds for the cancellation of the Bidding Process, but is not required to justify such grounds.

In the event the Implementing Agency terminates the Bidding Process, the Implementing Agency reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the Implementing Agency considers to be most suitable which does not exclude the involvement of one or more of the Bidder's collaborators.

7.4 The Implementing Agency's Right to Accept or Reject

The Implementing Agency may, in its sole discretion:

- (a) accept any Bid;
- (b) reject any Bid;
- (c) annul the Bidding Process and reject all Bids;
- (d) annul the Bidding Process and commence a new process; or
- (e) waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the Bidding Documents,

at any time prior to the award of the PPP Contract without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Implementing Agency's actions.

7.5 Failure to sign the PPP Contract

Within a reasonable time period, to be determined by the Implementing Agency and as specified in the Letter of Award, the Successful Bidder shall execute the PPP Contract in the form provided in the RFP. If the Successful Bidder fails to comply with the provisions of this Section, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as the Implementing Agency may take under the applicable law, and the Implementing Agency may, in its discretion, award the PPP Contract to the second ranking bidder. In such an event, the Implementing Agency shall notify the second ranking bidder of its election by written notice (a "Substitute Selection Notice"). The second ranking bidder shall, from and after the date of receipt of the Substitute Selection Notice, assume the status of the Successful Bidder hereunder and shall meet

the requirements of this Section.

SECTION C: BID FORMS

Form FORMAT OF BID SECURITY

[To be stamped in accordance with the Stamp Act, 1899]

IRREVOCABLE AND UNCONDITIONAL BID SECURITY GUARANTEE

BANK GUARANTEE No:

DATE:

[To be inserted prior to bidding]. Dear Sir,

Ref: DEVELOPMENT OF NASEER BUNDA HOCKEY STADIUM, PAKISTAN SPORTS BOARD, ISLAMABAD (Enhancement of Seating Arrangement & Establishment Commercial Shops) **on a BOT / DBEOT basis**

WHEREAS [name and legal status of the Bidder] (hereinafter referred to as the “**Bidder**”) has submitted his/its bid dated _____ for granting of a Concession for the DEVELOPMENT OF NASEER BUNDA HOCKEY STADIUM, PAKISTAN SPORTS BOARD, ISLAMABAD (Enhancement of Seating Arrangement & Establishment Commercial Shops) (hereinafter referred to as the “**Bid**”), a requirement of which is that the Bidder submit a bid security in the amount of [**Insert Amount**].

AND WHEREAS to satisfy the afore stated requirement, this Deed of Bid Security Guarantee (hereinafter referred to as the “**Guarantee**”) is made on this __ day of __, 202- by [name of the bank] a banking company lawfully undertaking business in the Islamic Republic of Pakistan, having its registered office at _____ (hereinafter referred to as the “**Bank**” which expression shall, wherever the context so admit, include its executors, administrators and successors-in interest) in favour of the Pakistan Sports Board, Islamabad (**Implementing Agency**).

NOW THEREFORE in consideration of Implementing Agency accepting the Bank’s obligations contained in the following paragraphs for the due discharge of the Bidder’s obligation to provide a bid security, THE BANK, by THIS GUARANTEE AGREES TO THE FOLLOWING:

1. The Bank hereby undertakes and guarantees that it shall, on the first written demand of the Implementing Agency, without any caveat, demur, protest or contest and without reference or recourse to the Bidder or any other person, organization or authority, pay the Implementing Agency on the same day of receipt of such demand, provided it is received during working hours, in clear funds, without any deduction or withholding on any account whatsoever, a sum of Pakistan Rupees one million (PKR 1,000,000).
2. The obligation of the Bank to the Implementing Agency to pay the sum specified in paragraph 1 above within the time and in the manner specified therein shall be that of principal debtor in the first instance without the Implementing Agency proceeding against the Bidder and notwithstanding any security or other guarantee the Implementing Agency may have in relation to the Bidder’s liabilities.
3. Any demand specified in paragraph 1 above, made by the Implementing Agency on the Bank, will be conclusive and binding between the Implementing Agency and the Bank notwithstanding any dispute or difference between the Implementing Agency and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other judicial, quasi-judicial or other authority. The Bank hereby affirms that it shall pay the Implementing Agency the amount specified in paragraph 1 above within the time and in the manner specified therein, without the Implementing Agency needing to prove or show grounds or reasons for the Implementing Agency’s demand.

4. Any payments made to the Implementing Agency shall be net and free of and without any present or future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.
5. The Bank hereby waives, to the fullest extent possible by law, any defense whether in law or equity, that may be raised to prevent or delay the Implementing Agency from making a demand specified in paragraph 1 above or being paid the sum specified therein.
6. The Implementing Agency shall be at liberty, without affecting the Bank's obligations to the Implementing Agency contained in this Guarantee, to postpone for any time or from time to time, the enforcement of any rights accruing to the Implementing Agency against the Bank or the Bidder and to enforce the same at any time and in any manner and to enforce or forbear to enforce any remedies available to the Implementing Agency against the Bank or the Bidder. The Bank accepts that it shall not be released of its obligations to the Implementing Agency contained in this Guarantee by any exercise by the Implementing Agency of its liberty in relation to the aforesaid matters or any of them or by time or other indulgence including the granting of any waiver to either the Bank or the Bidder or by any variation in this Guarantee or by any other act or omission whatsoever which, under law or equity, but for this provision would have the effect of releasing the Bank of its obligations under this Guarantee notwithstanding that any such postponement, forbearance, extension of time or other indulgence, waiver, variation or any other thing was granted, made, given or happened without the consent or knowledge of the Bank.
7. The Bank hereby undertakes not to revoke this Guarantee during its currency without the prior written approval of the Implementing Agency and agrees that the obligations of the Bank under this Guarantee are continuous obligations and shall remain in full force and effect and be enforceable against the Bank notwithstanding any change in the constitution, legal status or organization of the Bank, the Bidder or the Implementing Agency until all dues of the Implementing Agency under or by virtue of this Guarantee have been paid by the Bank in full or until the Implementing Agency discharges this Guarantee in writing.
8. The Bank hereby affirms that it has the power and authority under its Memorandum and Articles of Association and all necessary consents and authorizations, including without limitation, those required from its board of directors, regulator or other relevant governmental body, to enter into, execute, deliver and perform the Bank's obligations under this Guarantee in favor of the Implementing Agency and that the signatory(ies) hereto has/have the capacity and power to sign and bind the Bank to the Bank's obligations contained herein under [Power of Attorney/Board Resolution] dated _____.
9. The Bank hereby confirms that notwithstanding any dispute which may arise with regard to this Guarantee or otherwise upon receiving the demand in writing as specified herein it shall pay the demanded amount without any objection;
10. Notwithstanding anything contained in paragraphs 1 to 8 above, the Bank's liability to the Implementing Agency under this Guarantee is restricted to and shall remain in force up to and including __ day of _____ 20 __ and shall be extended for such period as may be desired by the Private Partner.
11. The Bank's obligations as set out in this Guarantee shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without the Bank's assent or otherwise, if any act or omission, or any circumstance or events which would otherwise discharge, impact or otherwise affect any of the Bank's obligations contained in this Guarantee.

12. No set off, counterclaim or reduction or diminution of any obligation that the Bank has or may have against the Implementing Agency shall be available to it against the Implementing Agency in connection with any of its obligations to the Implementing Agency under this Guarantee.
13. The Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and all necessary authorizations, approvals and consents there under to enter into, execute, deliver and perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Bank under the laws of Pakistan. Further that the signatories to this Guarantee are the Bank's duly authorized officers.
14. This Guarantee is limited to the sum of *(Insert Amount)* and shall be valid up till _____.
15. This Guarantee shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

IN WITNESS WHEREOF the Bank, through duly and lawfully authorized representative(s), has executed this Guarantee on the date first written above in the presence of the witnesses mentioned below.

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

WITNESSES:

1. Signature of witness - 1 _____

2. Name and Title of witness _____

3. Address: _____

4. CNIC _____

1. Signature of witness - 2 _____

2. Name and Title of witness _____

3. Address: _____

4. CNIC _____

BIDDER INFORMATION FORM

Company Profile

All individual firms and each partner of a joint venture submitting a bid are requested to complete the information in this form.

1 .	Name of firm (legal): (In case of Joint Venture (JV), legal name of each member)	
2 .	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)	
3 .	Head Office address:	
4 .	Telephone : Fax Number: E-mail address:	
5 .	Place of Incorporation/Registration: Year of Incorporation/Registration:	
6 .	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7 .	NATIONALITY OF OWNERS	
	Name:	Country:

Form FORMAT OF AFFIDAVIT

Date: _____

[●]
[●] [Address]

We, [*insert name of Bidder*] hereby represent and warrant that, as of the date of this letter [*name of Bidder/lead member of consortium/JV*], and each member of our consortium/JV (if applicable):

- a. is not in bankruptcy or liquidation proceedings;
- b. is not blacklisted by any governmental or non/governmental department/agency;
- c. has not been convicted of, fraud, corruption, collusion or money laundering; and
- d. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the PPP Contract.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

Signature of Authorized Signatory _____ Name and Title of Signatory:

Name of Firm: _____
Address: _____

Form FORMAT OF FINANCIAL PROPOSAL

Date: _____

Director Procurement

Pakistan Sports Board
 Pakistan Sports Complex, Srinagar Highway, Near Abpara, Islamabad
PHONE: +92-51- 9249027
 c(the **Implementing Agency**)

We, [*insert name of Bidder*] hereby submit our Financial Proposal in response to your Request for Proposal dated 02.June.2026 (the “**RFP**”).

Based on the terms and conditions of this RFP, we submit the following proposal:

Item	Amount

We affirm that (i) the information submitted as part of our Bid is complete and accurate and (ii) we accept the documents, terms and conditions of the RFP and are bound to undertake this Project in accordance with this RFP.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Bid, i.e. one hundred and eighty (180) days.

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

.....
 IMPLEMENTING AGENCY INITIALS

.....
 PRIVATE PARTNER INITIALS

FORM SUMMARY OF FINANCIAL MODEL

1. Key Financial Indicators

Year (after Project completion)	
Expected Revenue	
Expected Revenue Share with Client	
Operations and Maintenance costs	
Taxes	
Expected Dividends	

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

CONCESSION AGREEMENT

This Concession Agreement is made on this _____ day of _____ 2026 at Islamabad/karachi between Pakistan Sports Board (PSB), a statutory body constituted under the Sports (Development and Control) Ordinance, 1962, having its office at Pakistan Sports Complex, Islamabad (hereinafter referred to as the “PSB” or “Authority”), of the one part;

AND

M/s _____. A company/joint venter/consortium/Special Purpose Vehicle (SPV) duly incorporated under the laws of Pakistan (hereinafter referred to as the “Concessionaire”), of the other part.

1. That PSB, being the lawful owner and in possession of land situated at Naseer Bunda Hockey Stadium, PSB Islamabad, wants to enhance seating arrangement & develop commercial shops under a Public-Private Partnership model on Design-Build-Operation-Transfer (DBOT) basis.
2. That pursuant to the Request for Proposal (RFP), the Concessionaire has been declared as the successful bidder and has agreed to undertake the Project strictly in accordance with the terms and conditions contained herein.
3. That PSB hereby grants to the Concessionaire a limited, conditional and non-exclusive right to design, finance, construct, operate and maintain the Project on the said land for the duration of the concession period, subject to compliance with this Agreement.
4. That it is expressly agreed that this Agreement shall not be construed as creating any ownership, leasehold, tenancy, proprietary or permanent possession rights in favour of the Concessionaire, and the land shall remain the exclusive property of PSB at all times.
5. That the Concession period shall be fifteen (20) years commencing from the date of execution of this Agreement or handing over of the site, whichever is earlier, and the same shall be for further 05 years with mutual consent.
6. That the Concessionaire shall, at its own cost and risk, prepare all designs, architectural drawings, engineering plans, and project documentation, and obtain all approvals, licenses and NOCs required from competent authorities.
7. That the Concessionaire shall arrange 100% financing of the Project without any financial liability on PSB and shall ensure timely execution of construction within the prescribed period.
8. That a grace period of six (06) months shall be allowed for construction of the Project from the date of handing over of the site, and no extension shall be granted except in exceptional circumstances with prior written approval of PSB.
9. That the Concessionaire shall pay to PSB a monthly concession fee _____ as per its accepted financial proposal, with an annual escalation of 10%, and shall deposit four (04) months advance concession fee, payable on monthly basis.
10. That the Concessionaire shall furnish performance security equivalent to Rs. 5,000,000/- or 10% of the project cost, whichever is higher, which shall remain valid and enforceable until completion of construction and fulfillment of all obligations including handover.
11. That the Concessionaire shall construct, develop and maintain all facilities in accordance with approved plans, applicable laws, building codes, safety standards and international best practices.

12. That the Concessionaire shall provide PSB with priority access to facilities for national camps, training programmes, official events and sports activities, including daily usage for athletes and free access during official events.
13. That all taxes, duties, levies, utility charges, labour costs, and statutory obligations shall be borne exclusively by the Concessionaire, and PSB shall have no financial liability in this regard.
14. That the Concessionaire shall obtain and maintain all necessary insurance policies including construction risk, public liability, fire, disaster and workers' compensation insurance with PSB named as co-insured wherever applicable.
15. That the Concessionaire shall not sublet, assign, transfer, franchise, or create any third-party rights over the Project or the land without prior written approval of PSB.
16. The in case of the Concessionaire proposes to adopt an SPV or REIT-backed structure, the same shall be subject to prior written approval of PSB, and no ownership, charge or encumbrance shall be created over PSB land under any circumstances.
17. That the Concessionaire shall not mortgage, pledge or create any lien over the land or any part thereof, and any financing arrangement shall be structured without creating any encumbrance on PSB property.
18. That PSB shall have the right to inspect the Project site, review operations, audit financial records and ensure compliance with the terms of this Agreement at all times.
19. That any act of non-payment, delay, abandonment, misuse of land, unauthorized construction, violation of law, insolvency or breach of Agreement shall constitute an event of default.
20. That upon occurrence of default, PSB shall have the right to terminate that Agreement without compensation, encash performance security, and take immediate possession of the site and facilities.
21. That upon termination or expiry of the concession period, PSB shall be entitled to recover possession of the land and facilities under the Federal Government Lands and Buildings (Recovery of Possession) Ordinance, 1965.
22. That upon completion of twenty (20) years or earlier termination, all infrastructure, buildings, facilities, installations, fittings, fixtures and improvements, constructed by the Concessionaire shall automatically vest in and become the exclusive property of PSB, free of cost and free from all encumbrances.
23. That the Concessionaire shall have no right to claim compensation, reimbursement or ownership in respect of the Project or any part thereof at the time of transfer.
24. That all members, customers, users and subscribers of the facilities shall, upon expiry of the concession period, automatically become members and customers of PSB, and all revenues thereafter shall accrue directly to PSB.
25. That the Concessionaire shall ensure smooth transition of operations of PSB, including transfer of records, systems, memberships and operational data at least ninety (90) days prior to expiry.
26. That the joint inspection shall be conducted prior to handover, and the Concessionaire shall rectify all defects at its own cost to ensure that the facilities are in fully operational condition.

27. That any dispute arising between the parties shall first be referred to PSB's Grievance Redress Committee, and if unresolved, shall be referred to arbitration under the laws of Pakistan.
28. That nothing contained herein shall restrict PSB from seeking legal remedies including eviction, injunction or recovery of public property under applicable laws.
29. That the Concessionaire shall indemnify and hold harmless PSB against any claims, losses, damages, liabilities or legal proceedings arising out of its acts, omissions or operations.
30. That this Agreement shall be governed by the laws of Pakistan and shall be binding upon the parties and their successors.
31. That this Agreement constitutes the entire undertaking between the parties and superseded all prior communications, negotiations and agreements.

IN WITNESS WHEREOF, the parties have set their hands on the date first written above.

SIGNATURES

FOR PAKISTAN SPORTS BOARD

FOR THE CONCESSIONAIRE

Sig. _____

Sig. _____

1. _____

WITNESSES
2. _____