Trading Corporation of Pakistan (Pvt.) Limited

Ministry of Commerce, Government of Pakistan

REQUEST FOR PROPOSAL (RFP)

INSTRUCTIONS TO PRE-QUALIFIED FIRMS

FOR

COMPETITIVE BIDDING
SINGLE STAGE – SINGLE ENVELOPE PROCEDURE

For

CONSULTANCY/MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

4th & 5th Floor, Block B, FTC Building, Shahrah-e-Faisal Karachi.
Phone: +92-21-111-TCP(827)-000, 99202947-49(PABX), Fax: +92-21-99202722,
E-Mail: tcp@tcp.gov.pk, URL:tcp.gov.pk

TRADING CORPORATION OF PAKISTAN

(REAL ESTATE BUSINESS DEVELOPMENT DIVISION)

No.TCP/REBD/Solar-Pipri/102/2024 Dated: 24-02-2025.

LETTER OF INVITATION

Trading Corporation of Pakistan (Pvt.) Ltd. (TCP), Karachi, a state-owned commercial organization working under the administrative control of Ministry of Commerce, Government of Pakistan, invites **"Single-Stage One Envelope"** Request for Proposal (RFP) through E-Pak Acquisition & Disposal System (EPADS) https://eprocure.gov.pk on lumpsum basis from the pre-qualified consultancy firms only under the Tender No. TCP/REM/PREQUALIFICATION/313-86/2021 dated 10-09-2024 for successful Commissioning / Implementation of project for RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWNS FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN. Detail of available spaces of House Type Godown at Pipri Godown for the purpose of renting out of rooftops is as following:

Types	Location	Area
Roof Top of 215 House Type Godowns	Pipri Godown,TCP	1.6 Million sq. ft Approx

2. A complete set of bidding/RFP Documents containing required terms and conditions can be downloaded from EPADS Portal http://eprocure.gov.pk, TCP website www.tcp.gov.pk and PPRA website www.ppra.org.pk

3. The Bidder(s) are expected to update themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the TCP as well as the facility, sending written queries to the TCP specified in the Data Sheet. Please note that the cost of any such visits or queries is not reimbursable and shall be borne solely by the Bidder(s).

4. Closing date for submission of bid/proposal is **Thursday the 13th March, 2025 by 1100 hours**. The bids/proposals shall be opened on the **same day at 1130 hours** in the presence of the Contractors/firms who wish to be present, in Board Room of TCP, FTC Building, Block-B, 4th Floor, Shahrah-e-faisal, Karachi.

5. As per PPRA Rule 33, TCP may reject all bids or proposals at any time prior to the acceptance of a bid or proposal in accordance with Public Procurement Rules, 2004.

6. Any instrument/document/information found to be fake or got dishonored at any stage would result in blacklisting and legal action as per law.

(RADAIN SHAH)
GENERAL MANAGER (REBD)

TRADING CORPORATION OF PAKISTAN
(REAL ESTATE BUSINESS DEVELOPMENT DIVISION)

No.TCP/REBD/Solar-Pipri/102/2024 Dated: 24-02-2025

BIDDING DOCUMENT

1. INSTRUCTION TO CONSULTANTS:

This Request for Proposal (RFP) is provided to the pre-qualified bidders solely for use in preparing and submitting bids in connection with the competitive bidding process for successful Commissioning / Implementation of project for RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWNS FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

1.1 This RFP is being issued by the TCP solely for use by prequalified consultancy firm only in considering the assignment.

1.2 The evaluation criterion has been determined by the TCP. Neither any of these entities, nor their consultants, advisors, employees, personnel, agents, 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 assignment. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors 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 assignment as contemplated herein.

1.3 The Bids submitted in response to this RFP by any of the pre-qualified bidders shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP. Any Bid in response to the RFP submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP and has independently verified all the information received (whether written or oral) from the TCP (including from its employees, personnel, agents, consultants, advisors etc.).

1.4 This RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the TCP that the assignment will be awarded. The TCP reserves the right, in its full discretion, to modify the RFP and/or the assignment at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the Bidders for any costs, taxes, expenses or damages incurred by the Bidders in such an event.

1.5 The pre-qualified bidders shall be responsible for all losses, costs, fees, expenses charges and damages related to their Bids and/or matters relating to this RFP. Regardless of the outcome of the Bidding Process, TCP shall neither be liable to the Bidders in any manner nor shall it be responsible to compensate the same for any such losses, costs, fees, expenses, charges and damages of any nature whatsoever, in each case, in respect of matters relating to this RFP.

1.6 TCP may, at its sole discretion at any time and without prior notice:

i. change the timetable for Bidding Process, set out in this RFP;
ii. make other changes to the RFP, or add to it, or provide clarifications;
iii. that TCP reserves the right to change any or all of the provisions of the RFP; and
iv. that it shall not be responsible for any losses, costs, fees, expenses, charges or damages if:
   (a) it makes such changes;
   (b) Cancel this Bidding Process, with or without indicating the reason for cancellation.

2. INSTRUCTION & TERMS OF REFERENCE

2.1 Instruction:

The TCP has decided to hire the services of a firm among the prequalified firms for successful Commissioning / Implementation of project for RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWNS FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWNS.

2.1.1 It is envisaged that the firm will be selected by the TCP through a fair and transparent national competitive bidding method by Single-Stage process and the TCP will enter into a consultancy services contract with the Successful prequalified consultancy firm in respect of the Project.

2.1.2 This RFP is being issued by the TCP to the prequalified consultancy firm only.

2.1.3 A **pre-bid meeting** will be held on **Wednesday the 5th March, 2025** at 1100 (hrs), in the TCP's Board room, interested bidders are encouraged to participate or attend online zoom meeting. Online zoom ID can be obtained on the request on **4th March, 2025** or before scheduled meeting.

2.2 Terms of Reference:

2.2.1 Detail of available spaces of House Type Godown at Pipri Godown for the purpose of renting out of rooftops for installation of solar power panels is as following:

Types	Location	Area
Roof Top of 215 House Type Godowns	Pipri Godown,TCP	1.6 Million sq. ft Approx

2.2.2 Map of Godown at **(Annex-11)**

2.2.3. The scope of work will cover the following:

i. Verify the roof assessment on random basis (20% sample) for already conducted detailed assessment by consultant of rooftops of TCP's Godown at Pipri, Karachi.

ii. Preparation of Tender Documents covering technical aspect including but not limited to technical specs required for the solar plant regarding safety, joints, insulation, ducting, channeling, fire proofing, fixing frame on roof and draining of rain water etc, and propose layout for routing of power cables and installation of inverters, financial soundness & Legal aspects, including documentary and regulatory requirement for the vendor.

iii. Consultant is required to identify the documentary and regulatory requirements for TCP as land lord, if any.

iv. Preparation of rental agreement between TCP and the Tenant covering legal & operational mechanism as well as dispute resolution mechanism between the parties.

v. Financial & Technical evaluation of the bids and recommend the best evaluated bid consisting of technical feasibility, financial soundness.

vi. Evaluate the capacity & capability of bidders to undertake & execute project.

vii. Supervise installation and commissioning of entire project by the successful bidder.

viii. Any other requirement not covered above.

2.3 Bid Costs:

2.3.1 Each pre-qualified bidder shall bear all costs associated with the preparation and submission of its Bids and the Bidder's participation in the Bidding Process including, without limitation, all costs and expenses related to, preparation and submission of the Bidding Documents, the provision of any additional information, conducting due diligence

of the assignment, visits to the site, and all other costs incurred as part of this Bidding Process up to the signing of the contract by successful Bidders.

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

2.4 Timetable:

2.4.1 The estimated timetable for the Bidding Process is as follows:

Activity	Target Date
Issuance of Bidding Documents	
Clarifications required	Before 7 days of submission
Responses to Bidder's queries	After 02 days from clarifications required deadline
Release Amended Bidding Documents (if required)	On the same day as above
Bids Submission Deadline	After 15 days of issuance of bidding documents
Bid Evaluation Report (Financial)	Within 05 days from opening of financial proposal
Notification of Award	After 15 days from bid evaluation report and hoisting on PPRA website
Signing of the Agreement as at **Annex-9**	Within 7 days from award of the contract

2.4.2 The Authority may, in its sole discretion and without prior notice to the pre-qualified bidders, amend the Estimated Timetable and the Authority shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.

3. BIDDERS:

This RFP is addressed to all pre-qualified Consultants under Tender No. TCP/REMS/PREQUALIFICATION/313-86/2021 dated 10-09-2024 only.

3.1 Ineligibility of the Bidder:

If the firm or a Consortium Partner has been barred by any central, state or local government or government instrumentality in Pakistan or in any other jurisdiction to which the Bidder or a Consortium Partner belongs or in which the Bidder or a Consortium Partner conducts its business, from participating in any project on a private participation basis and the bar subsists as on the Bid Submission Deadline. Such entity shall not be eligible to submit a Bid either individually or as a Consortium Partner.

3.1.1 A Bidder (and in the case of a Consortium, any Partner) should not have, in the fifth (5^{th}) years preceding the Bids Submission Deadline:

i. failed to perform any contract with the government, federal government, or local or provincial governments, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Consortium Partner as the case may be; or

ii. been expelled from any project or contract by any public entity or authority; or

iii. had any contract terminated by any government or government instrumentality for breach by such Bidder or Consortium Partner.

3.2 No Contract

3.2.1 No contract whatsoever is created by or arises from this RFP, which, under no circumstances, constitutes an offer to enter into any contract or arrangement of any nature whatsoever with any party whatsoever.

3.2.2 The TCP, and any of their departments, employees, consultants, advisors and/or personnel shall not have any obligation, responsibility, commitment, or legal liability of any nature whatsoever towards any Bidder arising from this RFP or any Bid submitted in response to it.

4. BIDDING DOCUMENTS

4.1 Part IV – Power of Attorney

Each Bidder shall provide, as Part IV of the proposal, a written power of attorney in the form attached hereto as **ANNEXURE-3**, duly notarized, indicating that the person(s) signing the proposal has/have the authority to sign the Bids and other relevant documents on behalf of the Bidder.

4.2 Contents of Bidding Documents

4.2.1 The nature of the Assignment, bidding procedures, contract terms and are prescribed in the Bidding Documents, which include the following.

i. RFP;
ii. Annexes to RFP.

4.2.2 Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Bidding Documents. If the Bidder:

(a) fails to provide all documentation and information required by the Bidding Documents; or
(b) submits a Bid which is not substantially responsive to the terms and conditions of the Bidding Documents, such action shall be at the Bidder's risk.

In such a scenario, the TCP may determine that the Bid is non-responsive to the Bidding Documents and may reject it.

4.3 Bidders Comments and Clarifications on Bidding Documents

4.3.1 The Bidders shall have the opportunity to propose comments on the Bidding Documents. However TCP may (at its sole and absolute discretion) accepts or rejects such proposals and comments. All comments shall be made in writing and sent to the relevant persons mentioned in the ANNEXURE-1

4.3.2 Electronic copies of the response, including an explanation of the query but not identification of its source, 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 Authority may respond to such query only once. The TCP reserves the right not to consider such comments on the Bidding Documents.

4.4 Amendment of Bidding Documents

4.4.1 At any time before the Bids Submission Deadline, the TCP may amend the Bidding Documents, for any reason, whether at its own initiative, or in response to the Bidder's questions and comments.

4.4.2 Subject to RFP provision, once revised versions of the Bidding Documents, if applicable, have been issued as set out in the Estimated Timetable then no other communications of any kind whatsoever shall modify the Bidding Documents.

4.5 Bidders Due Diligence

4.5.1 Each Bidder is solely responsible for conducting its own independent research, due diligence, any lawful inspection(s), seeking any independent advice necessary or any other work necessary for the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Successful Bidder in accordance with the Contract.

4.5.2 No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the TCP or its advisors, employees, consultants or agents, for the completeness or accuracy of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Contract. The Company 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 Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Contract.

4.5.3 Bidders may not rely on any verbal statements made by the TCP's advisors, employees, consultants or agents.

4.5.4 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 TCP'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 an acceptance to the said terms.

4.5.5 Data provided by the TCP, particularly in relation to the numerical accuracy, is only indicative information based on input received from multiple sources. The TCP is not responsible for any reliance of such data made by the Bidder in preparation of the Bids.

5. BIDS: PREPARATION

5.1 Contents of Bid

5.1.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission by this RFP. Each Bidder shall submit the documents in a single sealed envelope with the Bid containing Financial Bid:

5.2 Bid Documents

5.2.1 Format of the Bidding Documents

Each Pre-qualified consultancy firm shall submit bid by completing the following documents:

i. Application/Covering Letter (format provided in the **Annexure "2"**);
ii. Power of Attorney (format provided in the **Annexure "3"**);
iii. Conflict of Interest Statement (format provided in the **Annexure "4"**);
iv. Documents constituting eligibility
v. Consultancy firm shall enclose NTN & SST Certificates as well as latest FBR ATL status for both NTN/STN.

5.2.2 Bid Security

5.2.2.1 The Financial Bid submitted by each Bidder must be accompanied by a Bid Securing declaration as provided by PPRA vide SRO No. 370 (1)/2022on the format given at **Annex- "5".**

5.2.2.2 Any Bid not accompanied by a **Bid Securing Declaration** or not in accordance with this RFP, shall be rejected by the TCP as being non-responsive.

5.2.3 Financial Offer

5.2.3.1 Each Bidder shall submit Financial Bid in lump sum by completing the Financial Bid Form set out in **ANNEXURE "6"**. Bidders shall not amend or change the form in any way.

5.2.3.2 The Financial Bid shall be inclusive of all taxes, duties, levies or charges in accordance with the Guidelines of Financial Proposal.

5.2.3.3 If in case, any Bidder does not make provision of taxes, duties, levies or charges in its Financial Bid, whether willfully or erroneously, such Bidder would be required to provide appropriate exemption certificate(s) or prove, as may be the case. Nonetheless, if the Authority receives any notice/receipt for such taxes or charges relating to the Contract, the same shall be passed on to the Successful Bidder to be processed and cleared accordingly.

5.2.3.4 Each Bidder is required to attach to its Financial Bid a summary of the Financial Proposal.

5.3 Language of Bid

5.3.1 All Bids, and all correspondence and documents related to the Bid submitted by the Bidder to the TCP, shall be written in English.

5.4 Bid Validity Period

5.4.1 Bids shall remain valid for ninety (90) days as from the Bids Submission Deadline. A Bid valid for a shorter period shall be rejected by the TCP as non-responsive.

5.4.2 In exceptional circumstances, the TCP may solicit the Bidders' consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. Such extension shall not be for more than ninety (90) days.

5.4.3 A Bidder may refuse the Company's request for extension without forfeiting its Bid Security. A Bidder accepting the request to extend its Bid Validity Period shall not be permitted to modify its Bid.

6. BIDS: SUBMISSION

6.1 Format and Signing of Bids

6.1.1 The Bidder shall prepare and submit on EPADs portal of Financial Proposal as specified in the Bid Data Sheet.

6.1.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the Bid Documents in accordance with RFP. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing such Bid.

6.1.3 The Bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the Bid.

6.2 Bids Submission Deadline

6.2.1 Bids shall be received by the TCP at the e-portal no later than the time and date stated in the Notice and Bid Data Sheet.

6.3 Late Bids

6.3.1 Any Bid received by the TCP after the Bids Submission Deadline for any reason whatsoever will be rejected.

7. BIDS: OPENING AND EVALUATION

7.1 Evaluation Committee

7.1.1 Evaluation will be carried out by the Committee constituted for the purpose which shall be responsible for assessing the Bids.

7.1.2 The members of the Evaluation Committee shall be prohibited from participating directly or indirectly in the preparation and/or submission of any Bid, and shall be prohibited from providing any assistance to any Bidder for the purposes thereof, except as may be expressly provided herein.

7.2 Opening and Preliminary Examination of Bids

7.2.1 The Bid Evaluation Committee shall open the Bids of each Bidder, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the document. The Bidders' representatives shall bear identification and authorization documents issued by the Bidder. The Bidders' representatives who are present shall sign a register evidencing their attendance.

7.2.2 The Bid Evaluation Committee shall open the bids on EPADs, one at a time in the order, in which the Bids were received, for the view of the public present at the time. The Bid Evaluation Committee shall then declare the Bids opening proceedings ended.

7.2.3 No Bid shall be rejected at the Bids opening except for late Bids pursuant to RFP.

7.2.4 At the opening of each Bid, the Bid Evaluation Committee shall announce the Bidders' names and any other details that it may consider appropriate.

7.2.5 The Evaluation Committee shall prepare report of the Bids, including the information disclosed to those present.

7.2.6 The Evaluation Committee shall then proceed to the evaluation of the Financial Bids.

7.3 Opening and Evaluation of The Financial Bids

7.3.1 The Bid Evaluation Committee shall open the Proposal in the presence of Bidders' designated representatives who choose to attend, at the time.

7.3.2 The Evaluation Committee shall prepare minutes of the Financial Bid opening, including the information disclosed to those present.

7.3.3 Each Financial Bid shall be evaluated and ranked as per PPRA Rule.

7.3.4 The Evaluation Committee shall rank the Financial Bids from the lowest to the highest Financial Bid Cost. Where two or more Bidders are evaluated to have the same offer in financial proposal, the Evaluation Committee may request that the relevant Bidders submit a best and final financial offer ("**BAFO**") which, if submitted, must result in a lower Financial Bid Cost than the initial Financial Bid Cost. No Bidder shall be obliged to submit a BAFO and failure to do so shall not result in the forfeiture of the Bid Security. BAFOs shall be ranked lowest to highest.

7.3.5 Arithmetic errors in the Financial Bid, if any, will be rectified on the following basis: if there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Financial Bid will be rejected.

7.4 Waiver of Non-Conformities in Bids

7.4.1 The Evaluation Committee may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of Financial Bid evaluation.

7.5 Contacting the TCP

7.5.1 From the time of Bid submission to the time of the Contract award, if any Bidder wishes to contact the TCP, it should do so in writing.

7.5.2 If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the TCP (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the contract; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any TCP's employee involved with the Bid or award of contract, then the Bidder's Bid and, if applicable, the said award, shall be cancelled and the Bid Security or the Performance Security (as the case may be) shall be forfeited, all without prejudice to any TCP's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in the country and the bidder can be disqualified as per bid security declaration.

7.6 Evaluation Report

7.6.1 The results of the Evaluation of the Bids conducted by the Evaluation Committee in accordance with this section shall be reflected in the "Bids Evaluation Report" which shall be published on the TCP's official website and PPRA website and communicated to the Bidders on the date specified in the Estimated Timetable.

8. AWARD OF CONTRACT

8.1 Changes In Eligibility Status

8.1.1 Prior to proceeding with the award of contract, the TCP may verify to its satisfaction that no circumstances, in particular the Bidder's current contract works, future commitments and current

litigation(s), have arisen or intervened during the period between the submission of this Bid and before the award of contract; that would change the TCP's opinion as to whether the Bidder still meets all criteria as set out in this RFP.

8.1.2 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the TCP may, subject to RFP document, proceed to the next lowest evaluated Financial Bid.

8.2 Award Criteria

8.2.1 TCP shall award the contract to the lowest Bidder.

8.3 TCP's Right to Accept or Reject

8.3.1 The TCP 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 minor irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in submitting the Bids

at any time prior to the award of the 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 TCP's actions.

8.4 Notification of Award

8.4.1 Prior to the expiration of the Bid Validity Period, the TCP shall notify the Successful Bidder in writing that its Bid has been accepted by the TCP.

8.4.2 The results of the Bidding Process shall be published on the TCP's official website and PPRA website.

8.5 Signing of the Contract

8.5.1 Within seven (7) calendar days of the Notification of Award, the Successful pre-qualified consultancy firm shall sign the Contract with the TCP. There shall be no negotiation on the terms of Contract and modifications (if any) shall only be done in case of missing information and correcting errors.

8.6 Failure to Sign the Contract

8.6.1 If the Successful Bidder fails to comply with the provisions of RFP document, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as the TCP may take under the applicable law, and the TCP may, in its discretion, award the contract to the Bidder who has the next highest score in combined evaluation. In such event, the TCP shall notify the Second Ranking Bidder of its selection by written 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 RFP.

8.6.2 In the event that the TCP delivers a Substitute Selection Notice to the Second Ranking Bidder, the Second Ranking Bidder shall extend its Bid Security Validity Period to a date not earlier than the date of delivery of the Performance Security as specified in the Contract.

9. **Payment Terms:**

S.No.	Milestone	Payment
1.	On submission of initial assessment report alongwith rooftops assessment and its approval by the Management.	15%
2.	On preparation of tender documents and its approval by the Management.	15%
3.	On submission of evaluation report with best evaluated bid consisting of technical feasibility, financial soundness, capacity and capability of bidders to undertake & execute the project and its approval by the Management.	10%
4.	After signing the agreement with the successful bidder.	10%
4.	On satisfactory completion of the supervision services of the entire project by the bidder and its approval by the Management.	50%

9.1 Consultancy firm shall submit their invoice with inclusive of all taxes.

10. **PERIOD OF AGREEMENT:**

The consultancy services for preparation of the PC-I shall be valid till completion of consultancy services of satisfactory installation of solar power project at rooftops of Godowns at Pipri Godowns by the successful bidder/tenant.

ANNEXURE "1"

BID DATA SHEET

The following Bid-specific data shall supplement the provisions in RFP.

S. No.	PROJECT NAME	CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN
1.	**ASSIGNMENT NAME**	CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN
2.	Address and Contact Person of the TCP:	Name: Radain Shah Designation: General Manager Contact #:021-99202563 Address: 4th Floor, Block-B FTC Building Shahra e Faisal Karachi Email:gm.rebd@tcp.gov.pk
3.	Address for Submission of Bids, Bid Modifications and Bid Withdrawals *[All Bids need to be submitted/sent to this address. Bids submitted/sent elsewhere will not be considered]*	E-Pak Acquisition & Disposal System (EPADS) https://eprocure.gov.pk
4.	Number of Copies of Bids	**Financial Proposal** One (1) original
5.	Bids Submission Deadline	1100 hours on **Thursday the 13th March**, 2025
6.	Place and Time of Financial Bids Opening	**13th March, 2025** at 1130 hours in the Board room of Principal Office of Trading Corporation of Pakistan, 4th Floor Block-B, FTC Building Karachi.

ANNEXURE "2"

APPLICATION/COVERING LETTER

[The application/covering letter is to be submitted by the Bidder]

General Manager
Real Estate Business Development Division
Trading Corporation of Pakistan (Private) Ltd.
Ministry of Commerce

Date: _____
Place: _____

Dear Sir(s),

CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

This is with reference to the captioned matter.

Please find enclosed one (1) original (certified to be true copies of the original) of our Bid (the "Bid") for CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

We hereby confirm the following:

1. The Bids being submitted by (name of the Bidder) who is the Bidder comprising (mention the names of the entities), in accordance with the conditions stipulated in the RFP;

2. We have examined in detail and have understood and fully accepted the terms and conditions stipulated in the RFP and in any subsequent communications issued by the TCP and hereby agree and undertake to abide by all such terms and conditions. Our Bid is consistent with all the requirements of the RFP and of any subsequent communications from the TCP;

3. We hereby represent that the information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely liable and responsible for any errors or omissions in our submissions and for any error, omission, defect or deficiency in our Bid;

4. We further hereby represent that we are permitted and authorized under the applicable laws and our corporate documents to submit the Bid for the Project and our submission of the same will not conflict with result in the breach of or constitute a default under any applicable laws or any covenant, agreement, understanding, decree are a party or by which we or any of our properties or assets is bound or affected;

5. Further, we hereby represent that [.] (mention names of the entities who are the Partners), [.] (mention name(s) of the entities that are Promoter(s)/Parent Company(s) to satisfy the legal requirements laid down in the RFP;

6. We as the Bidder, designate Mr. /Ms. [.] (mention name, designation, contact address, phone no., fax no., email ID, etc.), as our authorized representative and signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on our behalf in respect of the Project. [A Power of Attorney from the [Bidder/Partner] authorizing the undersigned as the authorized representative, signatory and contact person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder/Partner, etc., in respect of the Project is included as a part of the Bid.

FOR AND ON BEHALF OF:
[Insert name of the Bidder/Consortium Lead Partner]

Signature: _____

Name: _____
(Authorized Representative/Signatory)

CNIC No.: _____

Designation: _____

List of Enclosures:

i. Basic Information (including but not limited to the following information) of the Bidder), as detailed including an up-to-date list of shareholders or members or stakeholder of the Bidder (or one list for each Partner);

   (a) Legal name;
   (b) Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address.

ii. Affidavit (format attached as **ANNEXURE "7"**); and

iii. Power of Attorney (as per **ANNEXURE "3"**);

ANNEXURE "3"

POWER OF ATTORNEY

[To be printed on stamp paper of PKR 200/-]

Know all men by these presents, we [insert name, address and registered office etc. of the Bidder] do hereby constitute, appoint and authorize Mr./Ms. _____[name, CNIC No. and residential address] who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our submission for the project envisaging Request for Proposal (**"RFP"**)for preparation of the "PC-I for 'CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN' including signing and submission of all documents and providing information/responses to the Government of Pakistan, representing us in all matters before the GoP, and generally dealing with the GoP in all matters in connection with our submission for the Project.

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

FOR AND ON BEHALF OF
[Insert the name of the Bidder]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

ACCEPTED & ACKNOWLEDGED BY THE ATTORNEY

Signature: _____
Name: _____
CNIC No.: _____
Designation: _____

Note:

(1) To be executed by each Bidder and by all the Partners;

(2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the Constitutional Documents of the Bidder and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE "4"
CONFLICT OF INTEREST STATEMENT

General Manager
Real Estate Business Development Division
Trading Corporation of Pakistan Private Ltd.
Ministry of Commerce

Dated: _____

RELATING TO CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

We, [*Insert the name of the Bidder*] are not aware of any conflict or potential conflict arising from prior or existing contract or relationship which could materially affect our capability to comply with our obligations under or pursuant to the Request for Proposal for the Project;

In particular, other than as disclosed below, we have no prior or existing contracts, negotiations or relationships with the Government of Pakistan ("GoP), its affiliates, representatives, advisors or consultants.

We disclose that the following transactions may be in conflict with the Project:

Name of Project	Date Started	Description of Conflict

FOR AND ON BEHALF OF
[Name of the Bidder]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

ANNEXURE "5"

FORM OF BID SECURING DECLARATION

Date: [insert date (as day, month and year)]

Bid No.: [.....]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [Trading Corporation of Pakistan (Pvt.) Limited]

We, the undersigned, declare that: We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the TCP for the period of time of 2 years starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or (b) having been notified of the acceptance of our Bid by the TCP during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with 5.2.2.3.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing] Corporate Seal (where appropriate)

ANNEXURE "6"
FINANCIAL BID FORM

Dated: _____

General Manager
Real Estate Business Development Division
Trading Corporation of Pakistan Private Ltd.

SUBJECT: **RELATING TO CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN**

Dear Sir(s),

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned would be able to execute assignment on the following remuneration basis:

Scope of Work	Basis of Offer (On Lump sum of the Assignment)
As at Clause 2	
In Words:	

1. The rate shall be based as lumpsum for the assignment with inclusive of all taxes & duties.

2. We acknowledge that the Financial Bid we have submitted will remain fixed and will be indexed in accordance with the terms and conditions of the contract.

3. We acknowledge and agree that the General Manager, Trading Corporation of Pakistan (TCP) Private Ltd., Ministry of Commerce, Government of Pakistan will not be responsible for any errors or omissions on our part in preparing this Financial Bid and the Project Cost, and we shall indemnify the Authority fully in connection therewith.

FOR AND ON BEHALF OF
[*Insert the name of the Bidder*]
Signature: _____
Name: _____
CNIC No.: _____
Designation: _____

ANNEXURE "07"

FORMAT OF AFFIDAVIT

[To be printed on stamp paper of PKR 50/-]
[REQUIRED FROM EACH CONSORTIUM PARTNER]

General Manager
Real Estate Business Development Division
Trading Corporation of Pakistan Private Ltd.

Dated: _____

RELATING TO CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

Dear Sir(s),

Pursuant to the Request for Proposal dated [please insert the date] (**"RFP"**) in respect of the RELATING TO CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN under the project "Various engineering consultancy services for development and up-gradation of TCP properties all over Pakistan" [Name of Bidder/Lead Partner] hereby represents and warrants that, as of the date of this Affidavit [Name of Bidder/Lead Partner]:

(a) is not in bankruptcy or liquidation proceedings;

(b) has not been convicted of fraud, corruption, collusion or money laundering;

(c) 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 management contract; and

(d) does not fall within any of the circumstances for ineligibility listed (Ineligibility of a Interested Person) of the RFP;

(e) that whatever stated above are true and correct to the best of my/our knowledge and belief and nothing has been concealed.

DEPONENT

FOR AND ON BEHALF OF
[Insert name of the Interested Person]

Signature: _____
Name: _____
CNIC No.: _____
Designation: _____

ANNEXURE "08"

BASIC INFORMATION FORM

BIDDER INFORMATION:

Name:

Type: (Corporation, Partnership, etc.) Company/Entity incorporation/registration no:

Domicile:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

NTN Certificate

Sindh Sales Tax Certificate

Shareholder/Member certificate (attach separately)

ANNEXURE "09"

DRAFT CONTRACT

(ON STAMP PAPER OF RS. 100/-)

AGREEMENT

1. This agreement is made at _____ on this _____ between Trading Corporation of Pakistan (Pvt.) Limited having their office at 4th& 5th Floor, Block-B, FTC Building, Shahra-e-Faisal,Karachi, through its, authorized Executive Director (REBD), (hereinafter called as client, which expression, wherever the context so permits, shall mean and include its, successor-in-interest, administrators, and assigns) the party of the First Part.

AND

2. M/s. _____ having their office at _____ , through its authorized representative _____ (hereafter called as Consultant) which expression, wherever the context so permits, shall mean and include its heirs, successors interest administrators, attorney/executors and assigns) party of Second Part.

3. WHEREAS the party of First Part is desirous to hire the services of the 2nd party as Consultants to render following consultancy services for 1st Part (TCP)as per requirement of RFP No. No.TCP/REBD/Solar-Pipri/102/2024 which shall constitute part of this agreement. The agreement also

4. Detail of available spaces of House Type Godown at Pipri Godown for the purpose of renting out of rooftops for installation of solar power panels is as following:

Types	Location	Area
Roof Top of 215 House Type Godowns	Pipri Godown,TCP	1.6 Million sq. ft Approx

5. AND WHEREAS in performance of the Professional Services and the conduct of normal duties, the Consultants shall be governed by the Code Professional Conduct required under rules of professional Associates and byelaws laid down by the Pakistan Engineering Council (where applicable) and Pakistan Council of Architects and Town Planners (where applicable) and requirements of TCP's Management. The Consultants will undertake the responsibility to perform above mentioned services.

6. Now the agreement witnessed as under: -

a) That in this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the condition of contract hereinafter referred.
b) In consideration of the terms and conditions given in the request for proposal (RFP), the agreement, the consultant hereby covenant with the client to design, plan and proposals in conformity in all respect with the provision of this agreement.
c) The client hereby covenants to the consultant to abide by all terms and conditions and fulfill its all obligation in accordance with the laid down clauses/terms and conditions of this agreement.

7. **SCOPE OF WORK/SERVICES:**

The scope of work will cover the following:

i. Verify the roof assessment on random basis (20% sample) for already conducted detailed assessment by consultant of rooftops of TCP's Godown at Pipri, Karachi.

ii. Preparation of Tender Documents covering technical aspect including but not limited to technical specs required for the solar plant regarding safety, joints, insulation, ducting, channeling, fire proofing, fixing frame on roof and draining of rain water etc, and propose layout for routing of power cables and installation of inverters, financial soundness & Legal aspects, including documentary and regulatory requirement for the vendor.

iii. Consultant is required to identify the documentary and regulatory requirements for TCP as land lord, if any.

iv. Preparation of rental agreement between TCP and the Tenant covering legal & operational mechanism as well as dispute resolution mechanism between the parties.

v. Financial & Technical evaluation of the bids and recommend the best evaluated bid consisting of technical feasibility, financial soundness.

vi. Evaluate the capacity & capability of bidders to undertake & execute project.

vii. Supervise installation and commissioning of entire project by the successful bidder.

viii. Any other requirement not covered above.

8. **REMUNERATION / FEE:**

S.No.	Milestone	Payment
1.	On submission of initial assessment report alongwith rooftops assessment and its approval by the Management.	15%
2.	On preparation of tender documents and its approval by the Management.	15%
3.	On submission of evaluation report with best evaluated bid consisting of technical feasibility, financial soundness, capacity and capability of bidders to undertake & execute the project and its approval by the Management.	10%
4.	After signing the agreement with the successful bidder.	10%
4.	On satisfactory completion of the supervision services of the entire project by the bidder and its approval by the Management.	50%

Note:

i. Payment shall be released within 20 days from request/invoice after issuance of work performance certificate.

ii. Taxes will be applicable as per law.

8. **PERIOD OF AGREEMENT:**

The consultancy services for preparation of PC-I shall be valid till completion of consultancy services of satisfactory installation of solar power project at rooftops of Godowns at Pipri Godowns by the successful bidder/tenant.

9. **ARBITRATION:**

Any dispute or difference arising during the contract period shall be referred for Chairman, TCP whose decision will be final and binding on both the parties.

10. **CONTRACT AMENDMENT:**
No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

11. **NOTICES:**
Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The TCP ----------

To: The Consultant Project Manager, ----------

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or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF (The Consultant)	FOR AND ON BEHALF OF (The TCP)
Signed by: ----------	Signed by: ----------
Designation: ---------- (Seal) Witness:	Designation: ---------- (Seal) Witness:
Signed by: ----------	Signed by: ----------

ANNEXURE "10"

INTEGRITY PACT, DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDERS

General Manager
Real Estate Business Development Division
Trading Corporation of Pakistan Private Ltd.
Ministry of Commerce

Dated: _____

CONSULTANCY / MANAGEMENT & SUPERVISORY SERVICES FOR RENTING OUT OF ROOF TOPS OF HOUSE TYPE GODOWN'S FOR PROJECT OF INSTALLATION OF SOLAR POWER PANEL AT TCP'S PIPRI GODOWN

Dear Sir(s),

[*Insert the name of the Bidder*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (the "**GoP**") or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice;

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

[*Bidder*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [*Bidder*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty;

We do hereby declare and confirm that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the GoP under any law, contract or other instrument, be voidable at the option of the GoP;

Notwithstanding any rights and remedies exercised by the GoP in this regard, the [*Bidder*] agrees to indemnify the GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the GoS in an amount equivalent to ten (10) time the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Bidder*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoP.
Yours truly,

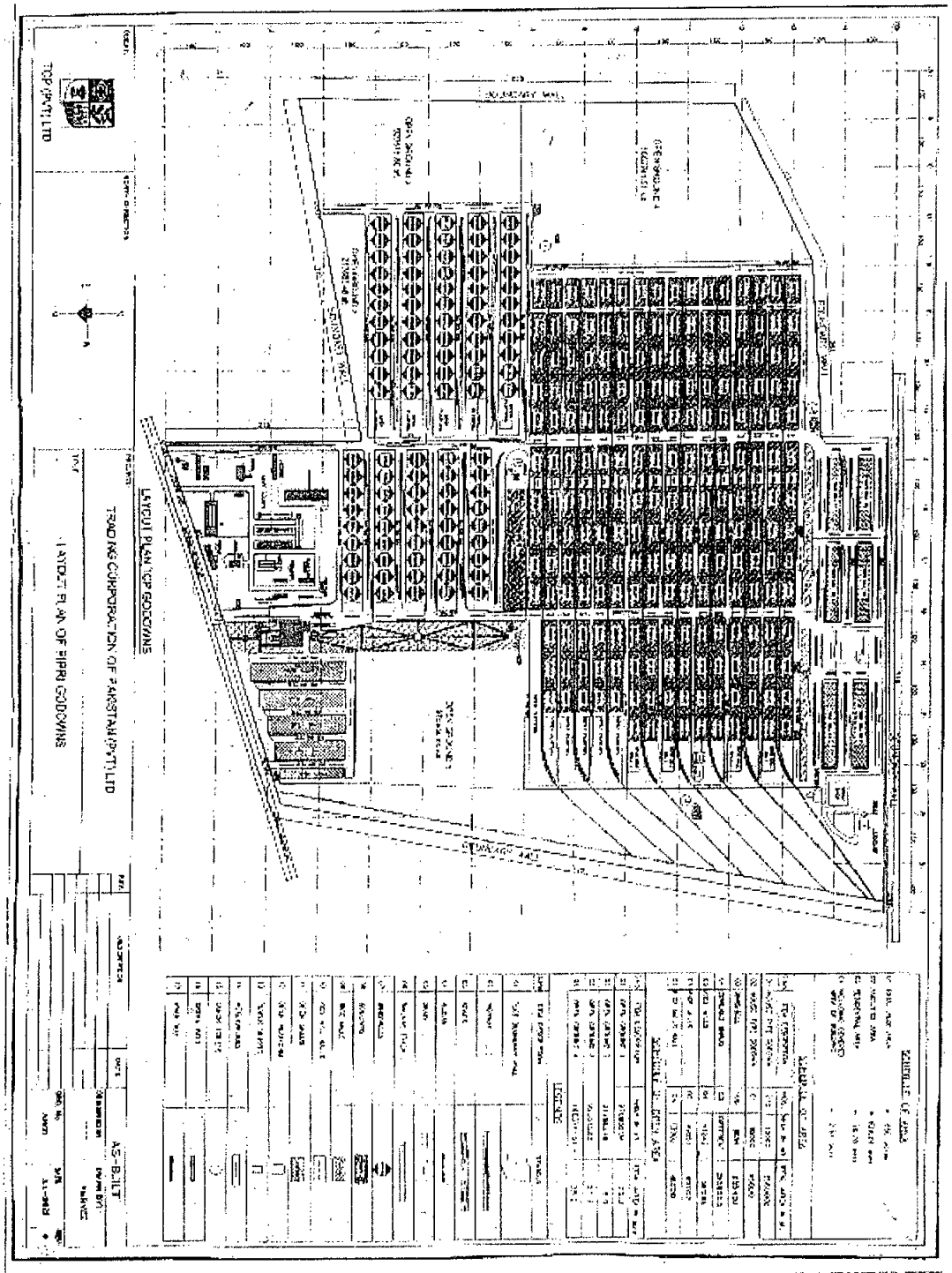
FOR AND ON BEHALF OF
[Name of the Bidder]

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____



Renting Out Of Roof Tops Of House Type Godowns For Project Of Installation Of Solar Power Panel At Tcp's Pipri Godown