

**PAKISTAN BROADCASTING CORPORATION (PBC)
HEADQUARTERS, SECTOR G-5, ISLAMABAD**

INVITATION TO BIDDERS

**RENTING OF UNDERUTILIZED LANDS AT PRIME AND HIGHLY
COMMERCIAL LOCATIONS**

INTRODUCTION

Pakistan Broadcasting Corporation is a statutory organization established in 1973 through an Act of parliament. The primary functions of the state-owned and state-funded Corporation are to ensure effective operation and growth of broadcasting as a function-oriented public service medium, providing broadcasting services for general reception in all parts of Pakistan and the territorial waters and ships and aircrafts for the purpose of disseminating information, education and entertainment through programs which maintain a proper balance in their subject-matter and high standards of quality and morality. Radio is an effective source of medium to broadcast such programs as may promote Islamic Ideology, national unity and principles of democracy, freedom, equality, tolerance and social justice as enunciated by Islam, discourage parochial, racial, tribal, sectarian, linguistic and provincial prejudices and reflect the urges and aspirations of the people of Pakistan:

2. BRIEF HISTORY

2.1. PBC-owned Underutilized Assets:

In addition to civil and technical infrastructure of radio broadcasting and transmitting stations and receiving centers available at various cities of the country, PBC owns assets (civil structure and land) lying underutilized at prime locations. Instead of looking for supplementary grant from the federal government every now and then, PBC may utilize its assets (buildings and land) free of encumbrance at various prime locations of the country under SOE Act currently implemented to bring PBC at breakeven point with in two years as instructed by Finance Ministry vide letter/ notification.....them in profitable use under Public Private Partnership (PPP) or leasing/renting out the property without effecting the core objective of PBC. This initiative will enable PBC to make them a permanent and sustainable source of revenue generation for PBC. It is pertinent to mention here that in **PBC Act 1973 chapter-II clause 3 part (2) therein it is stated “The Corporation shall be body corporate by the name of Pakistan Broadcasting Corporation, having perpetual succession and a common seal, with power to hold and dispose of property, shall by said name sue and to be sued”.**

The revenue generated from the projects will be utilized to meet the primary objectives of the organization for its sustainable subsistence essentially required for efficient & effective broadcasting operation of the organization. In order to initiate all business transactions for the utilization of assets under PPP, a couple of meetings with the representatives of Public Private Partnership Authority (P3A) have been held to find out a best possible and suitable business solution under PPP mode and ensuring transparency in the terms of engagement/agreement with private investors. When the detail of assets was shared with P3A representatives for initial consultation and necessary guidance, they also acknowledged saying that proposed sites possess a huge potential for commercial activities if offered under the framework of PPP which may enable PBC to grab maximum revenue with zero or minimum investment on its part. It is pertinent to mention here that P3A official mandate is limited to involve only on those projects which are funded by Government of Pakistan. Furthermore it is stated that PBC may initiate commercial projects on its own without involving P3A where necessary in the best interest of organization under this policy.

2.2. In order to generate revenue for infrastructure development, operational cost, maintenance, and management cost, etc. This initiative will embolden private sector as well as government organizations partaking for optimal profitable exploitation of landsides and properties in accordance with the PBC's approved plans with a guarantee that such exploitation shall not unfavorably affect future PBC's operational and technological developments plans.

2.3. The property/ lands of PBC means, that the lands/ property in the name of PBC or the under the control/possession of PBC. The land/property could be commercially utilized to earn revenue or policy of Federal government as enunciated under General Financial Rules REVISED THIRD EDITION 2018 revised IIIrd edition and approved in 2019 **volume-II Apendex-15.**

3. INVITATION TO BIDDERS FOR RFP

Pakistan Broadcasting Corporation (PBC) invites sealed bids under PPRA Rule 36 (b) single stage two envelop procedure from eligible, qualified organizations for renting of its underutilized properties/ land parcels located at different commercial hubs across the country according to suitability of property. The purpose of utilizing the land for commercial development—preferably related to transportation, logistics, warehousing, beverages, marquees, medical related matters, including establishment of medical colleges & allied services, public limited companies and other highly profitable services, establishments of banks, ATM services and its related endeavors etc.

4. DEFINITIONS

(a) "Act" means the PBC Act 1973 and amended SOE Act 2023

(b) "Agreement" means an agreement entered into by the PBC after having been approved by the Board.

(c) "Board" means the Board of Director of PBC.

(d) "Committee" means the Committee constituted for a specific purpose under this scheme.

(e) "Party" a person or a firm or an organization etc (Not JV). Who submit his proposal in response of this RFP.

(f) "Defaulter" means a person or a party, Firm organization etc. who fails to pay the lease money or other dues within the period of one month after it becoming due.

(g) "Lessee" means a grantee of tenancy/lease hold rights of the PBC's property.

(h) "Commercial-I" means most valued space in that particular site.

(i) "Commercial-II" means most valued space next to commercial-I in that particular site.

(j) "Commercial-II1" means most valued space next to commercial-I in that particular site and so on so forth.

(k) "Covered Area" means an area measured in square feet cover under a roof of any kind i.e. concrete, pre-Fab, sheet or any other type or form.

(l) "Open Area" means an area measured in square feet not covered under any kind of roof.

(m) "Rate on Construction of Building" means maximum rate applied in as the Federal Government approved rate for construction.

5. Scope of Work

The primary scope of this bid is to obtain maximum revenue through optimum utilization of underutilized properties without affecting the core functions of broadcasting infrastructure.

The revenue earned will be utilized to enhance the functions of PBC and align the entity with the modern days' needs by introducing cutting-edge broadcasting technology like AI in production and installing latest tools to reach wider audience not only within the country but also across the globe.

This will help PBC not only advance National Narrative, Build Realistic Soft-image of the country, promote culture and Pakistani languages but also advance economic and diplomatic relations with neighboring countries in the region and beyond, which is core objective of PBC, in accordance with vision of the Federal Government.

The steps will also help counter the hostile propaganda and advance security objectives, inform, educate and help people in calamities.

The introduction of cutting-Edge technology will also help promote federal government's development initiatives for people; advance national cohesion, inter-faith harmony.

The selected tenant/lessee will be responsible for:

- a) Planning, designing, and constructing infrastructure/facilities on the land for approved commercial use list attached at **annex "A"**.
- b) Ensuring that all construction adheres to national and provincial laws, building codes, and environmental regulations.
- c) The minimum land offered for renting will be 5 Kanal (22,500 SFT) and maximum will not be more than 50 Kanal (225,000 SFT) while Kanal will be comprising of 4500 SqFT(225 SFT per marla).
- d) Such land could be utilized for any type of whole sale market (mandi) and others alike entities operating under state owned organizations, provincial, district, and respective local governments in order to reduce the risk of any dispute.
- e) The land offered is available for establishing of marquees (wherein permanent structure is not admissible).
- f) The land can also be available for established medical colleges and allied services.
- g) The land/ building can also be rented out as per bidders' requirement if it brings optimum value (negotiable) to multinational companies, theme park, sports club, transport companies, ware housing etc.
- h) Managing and maintaining the premises in a condition suitable for the purpose stated in the bid will be the sole responsibility of the bidder.
- i) The successful bidders will be responsible for obtaining all permissions, NOCs, and clearances from relevant authorities.

Note: Any constructed infrastructure shall be the **property of PBC** and shall not be removed or dismantled at the end of the rented/lease period.

6. Eligibility Criteria

The following entities are eligible to apply:

- a. Multinational companies
- b. Well-reputed and financially sound public limited companies and state owned entities.
- c. Banking sector and warehouse companies operating under SOEs, multinational transport companies, hotels, restaurants, marquees, sports clubs, medical colleges, hospitals and allied services etc.

All bidders should be **registered with:**

- i. **Securities and Exchange Commission of Pakistan (SECP)**
- ii. **Federal Board of Revenue (FBR, sales, income tax) must have to produce active tax payer certificate**
- iii. **PPRA registration to apply through e-paid**
- iv. **Affidavit of no litigation, not involved in any dispute, or not black listed by any public sector organization, will be mandatory to submit along with bid documents.**
- v. **Proof of any other agreements with government department's, semi government or autonomous bodies operating under public sector will be given preference.**
- vi. **Provincial/municipal and local (where applicable) (e.g., CDA, LDA, RDA, etc.)**
- vii. **Have Valid Business, Production/Manufacturing or Services Licenses from Respective Authorities/Forums**
- viii. **For State owned entities, proof being as state owned entity will be sufficient for eligibility**

7. Renting Terms

- 7.1. **Duration:** The initial renting period shall be 10 (Ten) years; however, **it may likely be extended for longer period on mutual consent**, subject to maintaining a satisfactory financial and operational track record, including timely and full payment of rent and security deposits, etc.
- 7.2. **Minimum Rent:** Minimum rent for site is attached at annex "B" the participating bidder must have to offer rent not below the base value identified against each site.
- 7.3. **Minimum rent applied for covered area, in any case must not be less than the approved rate of Federal Government at that particular city/location. I**
- 7.4. **Allocation of Space:** PBC Bid Evaluation and Negotiation Committee will be the authorized forum to decide and allocate the space to the bidder keeping in view the proposal of the bidder and securing the value of the PBC land at that particular location and city.
- 7.5. **In case government is revising the minimum rent for the property, the rent of the property will also be fixed at the new rate announced by the Federal Government automatically, if the existing rent is lower than new government announced rate.**
- 7.6. If the construction at any site is essentially required then it could only be done through PBC in order to avoid dispute/ litigation on the cost of construction. In case PBC is unable to execute construction then minimum Federal Government approved rate for construction will be applied. The capital amount incurred on construction will be deducted from the monthly payment of the party on mutually agreed terms and conditions. The tenancy shall continue till the end of payment of the capital amount.
- 7.7. **Increase in Rent:** The rent shall be subject to a **10% annual increase**, compounded/ accruing yearly, throughout the rent period. This increase shall be **recurring and automatic**, effective on the **first day of agreement signing date**.
- 7.8. **Payment Terms:** Full **annual rent must be paid in advance**, within 15 working days from the date of agreement signing between PBC and the tenant/lessee but prior to handing over site to successful bidder. This advance payment requirement shall apply to all subsequent years throughout the period rented upon. The lessee / tenant will have no right to move any legal forum, dispute resolution forum including court of law if the said rent is not paid within the stipulated time.
- 7.9. **Security Deposit:** An amount equivalent to **One (01) years' rent**, (Refundable) based on the initial rent, shall be deposited at the time of agreement signing and held by PBC as security. Moreover, security deposit is also subject to 10% annual increase, compounded/ accruing annually, throughout the renting period.

- 7.10. Utilities:** All utility meters (electricity, gas, water, telephone, internet, etc.) shall be registered in the name of **Pakistan Broadcasting Corporation**. All bills, however, will be the responsibility of the tenant/lessee.
- 7.11. Ownership of Infrastructure:** Any (**fixed**) civil and electrical or (other) infrastructure developed on the site during the renting tenure shall be considered the **property of PBC** and moveable assets could only be moved with the prior written consent of the authorized PBC representative. The Lessee / tenant, in any case, will not be authorized to move, dismantle, sublet or sale the moveable assets on PBC land. Moreover the lessee/ tenant will have no right to move any conflict resolution forum, including court of law in this regard. The violation of agreement will be considered enough evidence for the breach of contract and forfeiting the security amount without any further notice by PBC.
- 7.12. Restriction on Ownership Claims:** The tenant shall **have no legal right** to influence or attempt to transform or transfer the ownership of the land into their name or any third party's name at any stage. The land shall **remain the exclusive property of Pakistan Broadcasting Corporation** under all circumstances. Any such move shall automatically be considered as termination of agreement without issuing notice to the tenant and the tenant will have no right to approach any legal forum including any court of law.

8. DETERMINATION OF LAND VALUE/RESERVE PRICE:

In order to fix the reserve price for Lease/ renting of property earmarked for open tendering to invite investors, the following procedure will be adopted:

- 8.1. Reserve price of land shall be calculated based on the DC rates or on the value of immovable properties rates notified by the Federal Board of Revenue (FBR) from time to time, under the applicable Income Tax Law whichever is higher, plus 10 % increase in the value/ price for obtaining reserve value for tendering purpose. This procedure is applied only on the lands being offered through open competitive tendering. The minimum price determined by mandated committee will be considered as final, no bidder is allowed to involve in price fixation during the tendering process.
- 8.2. No method for calculation of reserve price shall be applied except as stipulated herein above prior to open tendering.
- 8.3. The constituted Price Evaluation Committee has already fixed the reserve price for inviting tenders. Once a committee constituted for negotiation and value/price finalization will have the mandate for the same and will be held responsible for its performance thereupon and it will be put for approval after due consultation with legal entities as well as the legal advisor of PBC.
- 8.4. In case of G to G deal, wherein no tender will be involved, the actual price of the land as stated in General Financial Rules Volume ii revised third edition Appendix part (C) sub clause (ii) of clause 1, will be applied.
- 8.5. Final price shall be recommended by special purpose committee constituted with the mandate to finalize the price and PBC will obtain the legal confirmation to ensure lawful execution.

9. PENALTIES AND DEFAULT

In case of default by the tenant/lessee:

- 9.1. **Late Payment Penalty:** A **2% monthly penalty** on overdue rent will be applied and accrued with compounding in the extended period until the payment of pending rent is made or to the date wherein the tenant fully vacated the site. Delay beyond **60 days** will constitute a **material breach leading to the termination of the contract**.

9.2. **Agreement Termination:** PBC solely reserves the legal right to terminate the agreement after issuing 30 **days' notice**, if rent remains unpaid for 60 days the rented site would be liable to be taken over by PBC itself without involving police, magistrate, court of law or rent controller. It is agreed upon that on becoming default, tenant shall not be entitled to approach any legal forum, or move the court of law within Pakistan or abroad.

9.3. **Forcible Eviction:** Failure to vacate the premises upon termination will result in legal action taken by PBC and recovery of dues, including forfeiture of the security deposit.

9.4. **Restitution of Property:** Upon termination or lease expiry, the tenant/lessee must vacate the premises and hand over possession in good condition to the owner.

10. DISPUTE RESOLUTION

Delay in rent payment shall not be considered as dispute, so it could not be referred to dispute resolution forum/committee. However, if any other dispute arises during the tenancy period, could be resolved as follows:

- ✓ **Step 1:** Mutual negotiations through authorized representative(s), within 15 days
- ✓ **Step 2:** Mediation by a neutral third party mutually agreed upon, the length of the period of mediation will be decided solely by the PBC
- ✓ **Step 3:** If unresolved, the matter will be referred to **arbitration under the Arbitration Act, 1940** (or any subsequent applicable law) in **Islamabad**
- ✓ The decision of the arbitrator(s) shall be final and binding on both parties.

Note: The payment of the rent will not be stopped during the period of dispute.

11. BID SUBMISSION REQUIREMENTS

Each bid must include:

- a. Company profile with proof of registration with SECP, FBR, and relevant authorities where applicable.
- b. Legal status (Incorporation documents, NTN, etc.)
- c. Valid business, production, manufacturing or services licenses from respective authorities/forums
- d. Past experience in commercial/infrastructure development
- e. Bank statements and audited accounts (last 3 years)
- f. Proposed business plan and utilization strategy for the land
- g. Security deposit commitment letter
- h. For any SOE proof of being SOE will be enough eligibility
- i. Minimum 2% of the annual offered value should be deposited along with the bid as bid security (refundable) in favor of Director Administration PBC in form of CDR or Bank Draft of any scheduled bank.

12. SUBMISSION AND OPENING

- ✓ **Submission Deadline:** [.....]
- ✓ **Submission Address:** [Director Administration, 4th Floor, PBC Headquarters, G-5, Islamabad]

12.2. Bid Opening: Bids will be publicly opened on [..... at] in the presence of bidders or their representatives in Conference Room, 4th Floor.

- (1) The special purpose constituted committee shall be competent to accept or reject the highest bid provided the lease money offered is not less than the reserved price.

13. PBC RIGHTS

- 13.1. PBC reserves the right to cancel the bidding process (anytime) without assigning any reason under PPRA Rule 33.
- 13.2. PBC is not bound to accept the highest or any bid that potentially caused any ambiguity or contrary to PBC's renting policy.
- 13.3. Conditional, incomplete, or unsigned bids will be rejected; however it will be the mandate of the tender opening committee.
- 13.4. Any entity wants to carry out construction work, it could be done through PBC in order to avoid audit objections and dispute in capital cost of construction. The tenant will provide cost of construction at per square foot (SFT). The covered area rate, on rent of constructed property will be applied on handing over the structure to the tenant but it would be above the federal government approved rent which will vary from site to site and time to time.
- 13.5. The capital cost incurred on the construction of structure will be provided by the tenant and will be deducted at mutually agreed upon rate from monthly rent, but to be paid annually as stipulate at clause-4 above.
- 13.6. If there are many bidders on a particular site the bidder which offers the highest rate will be given the site of its choice, the second choice will be given the second highest bidder and so on. However, the PBC mandated committee will have the final say in this regard.

14. THE SECURITY OF RENTED SITES.

The PBC will provide security guards according to demand of each tenant at the cost of tenant.

15. MUTUAL BENEFITS AND CORPORATE SOCIAL RESPONSIBILITY

To promote long-term cooperation and social responsibility, the lease agreement shall include provisions for **mutual benefits** between Pakistan Broadcasting Corporation (PBC) and the selected lessee/tenant such as **Promotion and Recognition**.

PBC may offer complimentary branding and promotion opportunities to the lessee through its media platforms or events—for example, **ONE free advertisement against every FOUR paid advertisements.**

The Director (Administration)
Pakistan Broadcasting Corporation
4th Floor, PBC Headquarters
Sector G-5, Islamabad

[Official Stamp & Signature]

Date:

ANNEX “A”

LAND FOR APPROVED COMMERCIAL USE LIST ATTACHED AS UNDER:

1.	Karachi	17-storeyed building, Gulshan-e-Iqbal, Block-14, Civic Centre, Karachi
2.	Bahawalpur	Underutilized land at PBC Station, Jail Road, Bahawalpur
3.	Larkana	Underutilized land at PBC Larkana, near University of Larkana, Larkana
4.	Rawat (Islamabad)	Underutilized land and structure at HPT Colony, Main G.T. Road, Islamabad
5.	Sector I-14, Islamabad	Underutilized land and structure at HPT Rawalpindi, Sector I-14, Islamabad

ANNEX-B

MINIMUM MONTHLY RATES APPLICABLE AGAINST EACH SITE:

S. No.	Location	Description	Suitable for	Minimum Bidding Price
1.	Karachi	17-storey building, Gulshan-e-Iqbal, Block-14, Civic Centre	Hospital, Hotel, Offices, Business Process outsource, University and any other corporate sector entity etc.	Total Covered Area 99622.37 sq.ft @ Rs. 113 per sq.ft. Open Area 5687.24 (including generator room, canteen etc. @ Rs. 10 per sq.ft.
2.	Bahawalpur	Under-utilized Land at PBC Station, Jail Road, Bahawalpur	Bus Terminal, Ware House, Education Institute, Banquet, Marquee, Food Chain etc.	<u>Commercial-I,</u> Radio Chowk tonext to Main Gate 26794 sq/ft @ Rs. 18 per sq.ft.
				<u>Commercial-II,</u> Old Accounts Office to end of BH on Main Jail Road 34125 sq/ft @ Rs. 15 per sq.ft.
				<u>Commercial-III,</u> Karna Basti Road + Block Side of Broadcasting House 11798 sq/ft @ Rs. 12 per sq.ft.
3	Larkana	15000 sq/ft Underutilized land at PBC Larkana, near University of Larkana	Bus Terminal, Petroleum Pump, Marriage Banquette, Bank/ Offices etc.	Rs.30 per sq/ft
4	Rawat (Islamabad)	Underutilized land and structure at HPT Colony, Main G.T. Road, Rawat Islamabad	Ware House, Multinational companies, Transport Terminal, Sports Club, Theme Park, Marquee, Offices of International Organization & Public Limited company etc	Covered area: @ Rs.100 per sq/ft Open area: @ Rs.18 (Depth 100 feet) @ Rs. 12 (Depth 200 feet) @ Rs. 10 (Depth beyond 200 sq.ft

5	PBC Plot Sector I-14, Islamabad	Underutilized land and structure at HPT Rawalpindi, Sector I-14, Islamabad	Hospital and allied services, filling station/Charging stations, offices, sports club, ware house, Theme Park etc	100 feet from depth on main boulevard double road @ Rs. 13 per sq.ft.
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