REQUEST FOR PROPOSALS (RFP)

FOR DEVELOPMENT, OPERATION, MANAGEMENT AND MAINTENANCE OF TEMPORARY FLORA MARKET AT SECTOR G-13, ISLAMABAD ON MONTHLY RENT BASIS

FLORA MARKET

REVENUE DIRECTORATE
Federal Government Employees Housing Authority (FGEHA)
G-10/4, Islamabad | Tel: 051-9106069

Contents

1. INVITATION

The Federal Government Employees Housing Authority (FGEHA) invites sealed proposals from eligible Pakistani individuals, firms, companies, registered florist/horticulture associations, associations of firms, joint ventures and consortia for the development, financing, construction, operation, management and maintenance of a Temporary Flora Market comprising eight (08) shops at Sector G-13, Islamabad, under the Build, Operate & Transfer (BOT) Model on a fixed monthly concession fee basis.

Under this arrangement, the selected Concessionaire shall be responsible, at its own cost, risk and responsibility, for the design, financing, development, construction, operation, management and maintenance of the Flora Market in accordance with the approved layout plan, minimum technical requirements, applicable laws and regulations, the terms and conditions of this RFP and the Concession Agreement.

In consideration of the concession granted by FGEHA, the Concessionaire shall pay FGEHA a fixed Monthly Concession Fee as quoted in its Financial Proposal. The Monthly Concession Fee shall be subject to an annual compounded escalation of ten percent (10%) throughout the Concession Period, including any approved extension period. The Concessionaire shall bear the commercial and operational risks associated with the Flora Market, including shop occupancy and operating costs, and no revenue-sharing arrangement shall apply between FGEHA and the Concessionaire.

The Concessionaire shall be permitted to operate and commercially manage the individual shops in accordance with the terms of this RFP and the Concession Agreement. The revenue generated from shop licensing and other permitted commercial activities shall accrue to the Concessionaire, while the Monthly Concession Fee payable to FGEHA shall remain payable in full irrespective of the occupancy or commercial performance of the individual shops.

The initial Concession Period shall be five (05) years from the date of signing of the Concession Agreement, with the possibility of two further extensions of five (05) years each, subject to satisfactory performance and prior written approval of FGEHA, resulting in a maximum Concession Period of fifteen (15) years.

The Concessionaire shall complete the development of the Flora Market within three (03) months from the date of signing of the Concession Agreement, including preparation and approval of the required plans and completion of the development works. The Monthly Concession Fee shall become payable upon expiry of this initial three-month development period, in accordance with the payment terms specified in this RFP.

Upon expiry or termination of the Concession Agreement, the Concessionaire shall hand over the site and all approved fixed/temporary structures, fixtures, installations and improvements forming part of the Flora Market to FGEHA in good, clean, safe and operational condition, in accordance with the terms of the Concession Agreement.

Bidders registered with PPRA on E-PADS shall be eligible to participate in the procurement process. The RFP document shall be available on the PPRA E-PADS portal and may also be downloaded free of cost from the FGEHA website.

The proposed location of the Temporary Flora Market at Sector G-13, Islamabad, including the relevant site/location details, is provided in Annexure-A (Location Map/Site Plan).

2. PROJECT OVERVIEW

Description	Details
Project	Temporary Flora Market
Location	Sector G-13, Islamabad
Site Area	Approximately 120 ft x 50 ft (approximately 6,000 sq. ft.), as shown in Annexure-A / conceptual plan
Development Model	Build, Operate & Transfer (BOT)
Number of Shops	Eight (08) temporary/prefabricated flower shops
Permitted Business	Flowers, bouquets, floral arrangements, decoration and allied products/services approved by FGEHA
Contract Type	BOT Concession on Fixed Monthly Concession Fee basis
Initial Concession Period	Five (05) years from the date of signing of the Concession Agreement
Extension	Two further terms of five (05) years each, subject to satisfactory performance and prior written approval of FGEHA; maximum 15 years
Development Period	Three (03) months from the date of signing, including preparation/submission and approval of plans
Bid Security	Rs. 500,000/-
Performance Security	Rs. 500,000/-
Minimum Monthly Concession Fee	Rs. 200,000/-
Bid Parameter	Highest Monthly Concession Fee offered to FGEHA, not less than the minimum prescribed fee
Annual Escalation	10% compounded annually throughout the entire Concession Period, including extensions
Rent Commencement	After completion of the initial three-month development period; first rent shall be payable for the period from expiry of the three-month period to the end of that calendar month

The fixed Monthly Concession Fee shall be payable by the Concessionaire irrespective of the occupancy level of the individual shops or the revenue generated from their operation.

3. SCOPE OF WORK

The successful Concessionaire shall be responsible, at its own cost, risk and responsibility, for the planning, design, development, financing, construction, commissioning, operation, management and maintenance of the Temporary Flora Market throughout the Concession Period. The scope of work shall include, but not be limited to, the following:

i. Prepare detailed architectural, structural, electrical, plumbing, drainage, landscaping and utility drawings and designs in accordance with the approved FGEHA layout plan, applicable laws and regulations, and the requirements specified in this RFP.
ii. Submit the designs, drawings and relevant technical details to FGEHA for approval and obtain the required approval before commencement of the relevant works. No construction or installation shall commence without the requisite approval of FGEHA.
iii. Obtain and maintain all statutory permissions, licenses, registrations, NOCs and other approvals required for the development and operation of the Flora Market, except those expressly assigned to FGEHA under the Concession Agreement.
iv. Develop, construct and install eight (08) aesthetically designed temporary/prefabricated flower shops, using durable, good-quality materials and maintaining a uniform, coordinated and visually attractive architectural character throughout the market.
v. Develop and construct the required internal roads, paved pedestrian walkways, ramps, circulation areas and other access facilities to ensure safe and convenient movement of pedestrians, customers, Shop Licensees and service vehicles.
vi. Provide appropriate parking arrangements, entry and exit points, loading/unloading areas and internal traffic circulation in accordance with the approved layout plan.
vii. Develop and maintain landscaping and green areas, including ornamental trees and shrubs, flower beds, planters, green spaces and suitable irrigation arrangements, in accordance with the approved design.
viii. Provide complete electrical infrastructure, including electrical distribution, wiring, general/LED lighting, decorative lighting, emergency lighting and suitable backup arrangements as required for safe and efficient operation of the market.
ix. Provide and maintain water supply, sewerage, storm-water drainage and other utility infrastructure required for the proper functioning of the market.
x. Provide and maintain market identification signage, directional signage, shop numbering, information boards, approved advertising panels, waste bins and public convenience facilities as specified in the approved design.
xi. Provide appropriate security arrangements, including security guards, CCTV surveillance, access control and boundary control, as appropriate to the approved design and operational requirements.
xii. Provide and maintain adequate fire-safety and emergency equipment and arrangements, including fire extinguishers and other equipment required under applicable laws, regulations and approved safety requirements.
xiii. Before commencement of commercial operations, ensure that all shops, common areas, utilities, access facilities, safety arrangements and other project components are completed,

functional, clean and ready for operation in accordance with the approved plans and applicable requirements.

xiv. Operate and manage the Flora Market throughout the Concession Period in a safe, clean, attractive, orderly and business-friendly manner.

xv. Ensure that the market remains operational during the prescribed business hours and that adequate arrangements are maintained for the proper functioning of the shops and common facilities.

xvi. Develop and implement a transparent shop licensing/allotment mechanism for eligible florists and allied businesses, in accordance with the permitted use and other requirements of this RFP and the Concession Agreement.

xvii. Execute appropriate shop license agreements with Shop Licensees and maintain complete and up-to-date records of shop occupancy, license agreements, payments and other relevant commercial information.

xviii. Collect shop license fees, service charges and other lawful commercial receipts from Shop Licensees. All such receipts shall belong exclusively to the Concessionaire and shall not in any manner reduce, offset or otherwise affect the Monthly Concession Fee payable to FGEHA.

xix. The Concessionaire shall be responsible for the day-to-day administration and commercial management of the shops and its arrangements with Shop Licensees. FGEHA shall not be responsible for, or ordinarily interfere in, the commercial terms and arrangements between the Concessionaire and Shop Licensees, provided that the permitted use of the site and the requirements of the Concession Agreement are complied with.

xx. Maintain all common areas, roads, walkways, landscaping, drainage systems, utilities, public facilities and other shared infrastructure in proper, safe and serviceable condition throughout the Concession Period.

xxi. Carry out routine, preventive and emergency maintenance of all temporary structures, shops, utilities, equipment, fixtures and common facilities.

xxii. Promptly repair or replace damaged structures, fixtures, signboards, lighting fixtures, utility components, landscaping and other facilities whenever necessary to maintain the market in proper condition.

xxiii. Arrange for regular solid-waste collection, segregation and environmentally responsible disposal in accordance with applicable laws and municipal requirements.

xxiv. Comply with all applicable environmental, municipal, labour, occupational health and safety, fire-safety, public-safety and other applicable laws, rules and regulations relating to the development and operation of the Flora Market.

xxv. Maintain proper books of accounts, financial records, shop licensing records, maintenance records, inspection records and operational records relating to the project and provide such information or reports to FGEHA as may be reasonably required for contractual monitoring and compliance.

xxvi. Permit duly authorized representatives of FGEHA to inspect and monitor the Flora Market, including its common facilities and infrastructure, at reasonable times for the purpose of verifying compliance with the Concession Agreement. Such inspection or monitoring shall not relieve the Concessionaire of any of its contractual responsibilities or liabilities.

xxvii. Ensure that no unauthorized construction, alteration, extension, encroachment, change of land use, subletting or assignment is undertaken in respect of the project or any part thereof.

xxviii. Ensure that all development and operations remain strictly within the approved site boundaries, approved layout and permitted use and that no activity is undertaken that may adversely affect public safety, adjoining property, public access or the interests of FGEHA.

xxix. Upon expiry or earlier termination of the Concession Agreement, restore and hand over the project site, approved infrastructure and other assets required to be transferred to FGEHA in accordance with the handover requirements and procedures specified in the Concession Agreement.

xxx. Remove, at the direction of FGEHA and subject to the Concession Agreement, any movable equipment, machinery, furniture, tools and other movable property belonging to the Concessionaire, and restore the site to the condition required under the Concession Agreement.

xxxi. The Concessionaire shall ensure an orderly transition and uninterrupted handover of the site and transferable infrastructure, including submission of relevant drawings, records, maintenance information, keys/access arrangements and other documents reasonably required by FGEHA.

4. MINIMUM TECHNICAL REQUIREMENTS

i. All structures shall be temporary/prefabricated and capable of being removed without permanent alteration to the site, subject to FGEHA-approved design.

ii. Permanent RCC superstructure or permanent buildings shall not be constructed. Any foundation or anchoring system shall be temporary and subject to prior approval.

iii. The eight shops shall generally follow the approved/conceptual layout and maintain visual uniformity and adequate pedestrian circulation.

iv. Materials shall be durable, weather-resistant, safe and suitable for the intended use.

v. Electrical installations shall be safely designed and installed by competent persons and shall include appropriate protection, earthing and emergency provisions.

vi. Fire safety arrangements shall be provided in accordance with applicable requirements and the approved design.

vii. Adequate drainage shall be provided so that the market does not create nuisance, ponding or adverse impact on adjoining areas.

viii. The Concessionaire shall maintain adequate accessibility, safe pedestrian movement, lighting, cleanliness and public convenience facilities.

ix. Any proposed deviation from the conceptual layout or technical requirements shall require prior written approval of FGEHA and, where applicable, the competent authority.

x. The conceptual layout attached to the RFP is indicative for planning purposes. The successful bidder may propose reasonable improvements subject to FGEHA approval and applicable requirements.

xi. Working space is allowed at the back side of the shops as per the approved design.

5. ELIGIBILITY OF BIDDERS

The following persons/entities shall be eligible to participate in the bidding process, subject to fulfillment of all mandatory requirements and technical qualification criteria specified in this RFP:

a) An individual Pakistani citizen having active taxpayer status, having the legal capacity and financial capability to undertake the development, operation and maintenance of the Temporary Flora Market; or
b) A company incorporated under the Companies Act, 2017 and registered with SECP; or
c) A registered partnership firm under the Partnership Act, 1932; or
d) A registered florist, horticulture or similar professional association/body legally established in Pakistan; or
e) An association of firms or consortium formed specifically for this project through a legally enforceable agreement; or
f) A Joint Venture (JV) consisting of eligible firms/companies, with a clearly identified Lead Partner authorized to represent all members.

5.1. MANDATORY REQUIREMENTS

The bidder, whether an individual or an organization/entity, shall submit the following, as applicable to its legal status:

i. Valid National Tax Number (NTN) and applicable tax registration documents.
ii. Registration with FBR and, where applicable, Sales Tax Registration.
iii. For companies, firms, associations, consortia and JVs, certified copies of applicable registration/incorporation/partnership/JV/consortium/association documents.
iv. For an individual bidder, a copy of CNIC/passport and NTN certificate, together with any other identification or registration documents required under applicable law.
v. An affidavit confirming that the bidder has not been blacklisted, debarred or declared ineligible by any Government Department, Autonomous Body, Regulatory Authority or Public Sector Organization.
vi. In case of a company, firm, association, consortium or JV, the affidavit shall also cover its directors, partners, members or constituent entities, as applicable.
vii. Disclosure of any material pending litigation that may affect the bidder's ability to perform the concession.
viii. Valid bank account in Pakistan.
ix. Original Bid Security of Rs. 500,000/- in the form of bank/draft.
x. Active Taxpayer Status, where applicable.

5.2. FINANCIAL CAPABILITY

i. The bidder shall demonstrate sufficient financial capacity, liquid funds, working capital and/or financing arrangements to undertake the development, construction and operation of the project.
ii. Companies, firms and other entities shall submit financial statements for the last three (03) financial years, where applicable.

iii. An individual bidder shall submit documentary evidence of financial capacity, such as a bank solvency certificate, bank statement/certificate, proof of available funds, financing commitment or other acceptable evidence demonstrating its ability to finance the project.
iv. The bidder shall provide a bank solvency certificate and/or other documentary evidence of financial capability as required in the Technical Proposal.
v. The Evaluation Committee may assess the bidder's financial capability against the scale of the proposed development and its operational obligations.

5.3. TECHNICAL & EXPERIENCE REQUIREMENTS

i. Relevant experience of the bidder, its partners/members or proposed key personnel in development, operation or management of commercial facilities, retail markets, horticulture/floriculture projects, nurseries, landscaping projects, public markets, recreational facilities or similar infrastructure shall be considered.
ii. Preference in the technical assessment may be given to bidders demonstrating BOT, PPP, concession-based or similar project experience.
iii. The bidder shall demonstrate availability of qualified technical, managerial and operational personnel required for implementation and operation of the project.
iv. The bidder shall demonstrate capability for operation, maintenance, landscaping, security, facility management and customer service, either through its own resources or through appropriately qualified personnel/service providers.
v. Details of completed, ongoing or substantially completed relevant projects executed during the last five (05) years shall be submitted, where applicable.
vi. References, completion certificates, work orders, contracts or other documentary evidence supporting claimed experience shall be submitted, where applicable.
vii. Where an individual bidder does not have prior organizational/project experience, the bidder may demonstrate the required technical capability through qualified proposed personnel, consultants, contractors or service providers, supported by relevant documentary evidence.

6. SITE VISIT AND SITE CONDITIONS

The site shall be offered on an 'as is where is' basis. Bidders are advised to inspect the proposed site and satisfy themselves regarding dimensions, condition, access, levels, existing utilities, drainage and all other factors that may affect development and operation.

Submission of a proposal shall be deemed to constitute confirmation that the bidder has inspected the site or otherwise satisfied itself regarding the site conditions and project requirements. No claim for additional cost or compensation arising from conditions that could reasonably have been identified through site inspection shall ordinarily be entertained by FGEHA.

FGEHA shall provide possession of the designated site in its existing condition, subject to the terms of the Concession Agreement.

7. PROPOSAL SUBMISSION

The proposal shall be submitted under the Single Stage – Two Envelope Procedure, comprising separate Technical and Financial Proposals sealed in separate envelopes.

The Financial Proposal shall not be evaluated through a marks-based financial scoring system. Only bidders qualifying in the Technical Evaluation shall have their Financial Proposals opened and evaluated.

7.1 TECHNICAL PROPOSAL

The Technical Proposal shall include, but not be limited to, the following:

a) Covering Letter.
b) Company/Firm/Association Profile.
c) Registration documents (SECP/Partnership/JV/Association, as applicable).
d) NTN, Sales Tax Registration (if applicable) and Active Taxpayer Status.
e) Power of Attorney/Authorization Letter.
f) Relevant Experience and List of Similar Projects.
g) Development Methodology and Concept Layout Plan.
h) Operation & Maintenance Plan.
i) Financial Capability, including financial statements and/or bank solvency certificate.
j) Project Implementation Schedule showing completion within the three-month Development Period.
k) Affidavit regarding non-blacklisting and acceptance of the RFP terms and conditions.
l) Bid Security of Rs. 500,000/- in the prescribed form.

7.2 FINANCIAL PROPOSAL

The Financial Proposal shall contain only the bidder's offered Monthly Concession Fee payable to FGEHA for the entire Flora Market comprising eight (08) shops.

The minimum acceptable Monthly Concession Fee is Rs. 200,000/- per month. Any offer below Rs. 200,000/- per month shall be treated as non-responsive.

The quoted Monthly Concession Fee shall be subject to 10% compounded annual escalation throughout the Concession Period, including any extension.

8. TECHNICAL EVALUATION CRITERIA

i. The Technical Proposals shall be evaluated by the Evaluation Committee constituted by FGEHA.
ii. The Technical Proposal shall carry a maximum of eighty (80) marks.
iii. No marks shall be awarded for the Financial Proposal. The Financial Proposal shall be opened only in respect of bidders who qualify technically.

iv. A bidder obtaining a minimum of fifty-five (55) marks out of eighty (80) shall be considered Technically Qualified.

v. Only Technically Qualified bidders shall proceed to the Financial Proposal opening stage.

vi. The Evaluation Committee shall evaluate the Technical Proposals on the basis of the documents and information submitted by the bidders. The bidder shall be responsible for providing sufficient documentary evidence to substantiate its claimed experience, financial capacity and other information.

Sr. No.	Evaluation Criterion	Marks
1	Experience in Flower Market Development/Operation	20
2	Technical & Architectural Concept	10
3	Experience in Running Flower Shops	10
4	Operation & Maintenance Plan	10
5	Financial Capacity / Available Funds	30
	Total	**80**

8.1. Experience in Flower Market Development/Operation — 20 Marks

Relevant experience shall mean development, establishment, management or operation of a flower market, floral market, flower bazaar or similar dedicated facility, supported by verifiable documentary evidence.

Experience	Marks
No relevant experience	0
One (1) relevant flower market project	10
Two (2) or more relevant flower market projects	20

8.2. Technical & Architectural Concept — 10 Marks

The proposed concept shall be assessed on the basis of the arrangement and functionality of the eight (08) shops, architectural appearance, pedestrian circulation, parking, footpaths, washrooms, landscaping, lighting, signage and overall suitability of the proposed Flora Market.

Assessment	Marks

Basic but workable	4–5
Adequate and functional	6–7
Good	8
Very good	9
Excellent	10

8.3. Experience in Running Flower Shops — 10 Marks

Each qualifying flower shop shall have been operational for at least one (01) year.

Experience	Marks
No qualifying experience	0
One (1) flower shop	3
Two (2) flower shops	6
Three (3) or more flower shops	10

Relevant documentary evidence shall be submitted with the Technical Proposal.

8.4. Operation & Maintenance Plan — 10 Marks

The bidder shall submit a practical plan covering day-to-day market management, cleanliness, landscaping, waste management, routine and preventive maintenance, emergency repairs, security/CCTV, customer management and upkeep of common facilities.

Assessment	Marks
Basic but workable	4–5
Adequate	6–7
Good	8
Very good	9
Excellent	10

8.5. Financial Capacity / Available Funds — 30 Marks

The bidder shall demonstrate availability of funds through a bank certificate, recent bank statement, fixed deposit certificate, financing commitment or other acceptable documentary evidence.

Demonstrated Available Funds	Marks
Below Rs. 20 lakh	0
Rs. 20 lakh to below Rs. 30 lakh	15
Rs. 30 lakh to below Rs. 40 lakh	20
Rs. 40 lakh to below Rs. 50 lakh	25
Rs. 50 lakh or above	30

9. Commercial Terms

i. Monthly Concession Fee

The successful bidder shall pay FGEHA the Monthly Concession Fee quoted in its Financial Proposal, provided that the amount shall not be less than Rs. 200,000/- per month.

ii. Annual Compounded Escalation

The Monthly Concession Fee shall increase by ten percent (10%) on each anniversary of the Signing Date. Each year's revised Monthly Concession Fee shall be calculated by applying ten percent (10%) to the Monthly Concession Fee payable during the immediately preceding year. The escalation shall continue throughout the entire Concession Period, including all approved extension periods.

For example, if the initial Monthly Concession Fee is Rs. 200,000/-, the fee for the second year shall be Rs. 220,000/-, the third year Rs. 242,000/-, and so on.

iii. Rent Commencement and Payment

No Monthly Concession Fee shall be payable during the initial three-month Development Period. The Monthly Concession Fee shall become payable after expiry of the three-month Development Period.

The Monthly Concession Fee shall accrue on a calendar-month basis. For a partial first month, the Monthly Concession Fee shall be calculated on a pro-rata daily basis. For avoidance of doubt, if the Concession Agreement is signed on the 15th day of a month, the first three-month Development Period shall expire three months thereafter and the first payable period shall be the remaining days of that calendar month.

The Monthly Concession Fee shall be paid at the end of the relevant month and shall be payable to FGEHA on or before the 5th day of the immediately following calendar month.

iv. No Adjustment for Occupancy

The Monthly Concession Fee shall remain payable in full irrespective of occupancy, shop vacancy, commercial performance, operating costs or revenues of the Concessionaire.

v. Shop Revenue

The Concessionaire shall be entitled to license individual shops and retain the shop license fees, service charges and other permitted commercial receipts. Such receipts shall be the sole responsibility and risk of the Concessionaire and shall not reduce the Monthly Concession Fee payable to FGEHA.

vi. Taxes and Utilities

All applicable taxes, duties, utility charges, operational expenses, staff costs, maintenance costs, licensing costs and other expenses relating to development and operation shall be borne by the Concessionaire unless expressly provided otherwise in the Concession Agreement.

vii. Late Payment

Any Monthly Concession Fee not paid by the due date i.e. 5th of each month shall attract a late payment charge of three percent (3%) per day on the outstanding amount until payment, without prejudice to FGEHA's other contractual rights and remedies.

10. CONCESSION PERIOD AND EXTENSION

The concessionaire will accepts, non-transferable right to construct, manage, operate, and maintain the site within the locations/sites detailed herein as per the terms and conditions defined herein. The land asset shall remain the property of the FGEHA and possession of the site will handed over to Concessionaire to the extent of scope mentioned in this document.

The initial Concession Period shall be five (05) years commencing from the Signing Date of the Concession Agreement.

FGEHA may, at its sole discretion, extend the Concession for two further terms of five (05) years each, subject to satisfactory performance, compliance with the Concession Agreement and prior written approval of FGEHA.

The maximum total Concession Period shall therefore be fifteen (15) years (5+5+5). Extension shall not constitute an automatic or vested right of the Concessionaire.

Unless otherwise agreed in writing by FGEHA, all commercial terms, including the applicable annual compounded escalation, shall continue during extension periods.

11. DEVELOPMENT PERIOD AND COMMENCEMENT

The Concessionaire shall complete the entire approved development within three (03) months from the Signing Date. This period includes preparation, submission and approval of the required plans by FGEHA and completion of the development works. The time month period for construction can be extended on sole discretion of FGEHA in case of genuine reasons/grounds.

The Concessionaire shall submit the required drawings/designs promptly after signing and shall incorporate reasonable comments/requirements of FGEHA.

The Concessionaire shall not commence construction or installation of permanent/temporary works requiring approval until the relevant drawings and designs have been approved by FGEHA and other competent authorities, where applicable.

FGEHA shall endeavor to review submitted plans within a reasonable period. Where delay in approval or site possession is attributable solely to FGEHA, the effect of such delay may be considered in determining the Development Period.

The Concessionaire shall commence commercial operation only after completion of the approved development and satisfaction of applicable safety and operational requirements.

The three-month Development Period shall not be treated as a rent-free extension of the Concession Period; rather, the Concession Period shall commence from the Signing Date, while the Monthly Concession Fee shall become payable only after expiry of the Development Period.

12. SHOP LICENSING AND COMMERCIAL OPERATIONS

i. The Concessionaire shall develop a reasonable mechanism for licensing the eight shops.
ii. Preference shall be given to professional florists and businesses directly related to flowers, floriculture, floral arrangements and allied permitted activities.
iii. Shop license arrangements shall not create any tenancy, leasehold, ownership or other independent right against FGEHA.
iv. The Concessionaire shall remain solely responsible for its contractual relationship with Shop Licensees and for collection of all shop-related charges.
v. The Concessionaire may determine shop license fees and service charges subject to applicable laws and the terms of the Concession Agreement. FGEHA shall not ordinarily interfere in the commercial terms between the Concessionaire and Shop Licensees.
vi. The Concessionaire shall maintain updated records of all Shop Licensees and shall provide such records to FGEHA where reasonably required for contractual monitoring.
vii. The Concessionaire shall not use the site or any shop for residential, unlawful, hazardous or otherwise unauthorized activities.

13. RESPONSIBILITIES

13.1 RESPONSIBILITIES OF THE CONCESSIONAIRE

The successful concessionaire shall:

- Finance the complete development at its own cost and risk.
- Construct all approved temporary/prefabricated structures and common facilities.
- Operate and manage the Flora Market throughout the Concession Period.
- Maintain all landscaping, utilities, common areas, security, cleanliness and public facilities.
- Pay the Monthly Concession Fee to FGEHA in accordance with the agreed schedule.
- Bear all operational, commercial and occupancy risks associated with the Flora Market.
- Maintain proper accounts and records.
- Comply with all applicable laws, permits and safety requirements.
- Obtain FGEHA's prior written approval for material changes to the approved layout, structures or land use.
- Not assign or transfer the concession without prior written approval of FGEHA.
- Hand over the market and approved infrastructure to FGEHA at expiry or termination in accordance with the Concession Agreement.
- Pay all relevant utilities/bill/charges to concerned authorities including FGEHA.

13.2. RESPONSIBILITIES OF FGEHA

FGEHA shall:

- Provide possession of the designated project site in accordance with the Concession Agreement.
- Consider and approve/reject proposed layout plans and shop designs in accordance with the RFP.
- Monitor compliance with the Concession Agreement.
- Facilitate contractual coordination with relevant authorities where applicable and within FGEHA's role.
- Supervise contractual compliance and inspect the project as provided in this RFP.
- FGEHA shall not be responsible for the Concessionaire's commercial operations, shop occupancy, revenues, operating expenses or relationships with Shop Licensees.

14. MONITORING, INSPECTION AND COMPLIANCE

FGEHA may inspect the Flora Market during reasonable times, and where necessary for safety, emergency or contractual compliance purposes, at any time. The Concessionaire shall provide reasonable access to FGEHA's authorized representatives.

FGEHA may issue written directions concerning compliance with the approved design, safety, cleanliness, maintenance, public access or other contractual requirements. The Concessionaire shall comply within the period specified in the direction.

Inspection or approval by FGEHA shall not relieve the Concessionaire of its responsibility for the safety, quality, operation, maintenance or legal compliance of the project.

15. BID SECURITY

i. Each bidder shall submit Bid Security of Rs. 500,000/- (Rupees Five hundred thousand only) in the form of a Bank Draft in favour of the Federal Government Employees Housing Authority (FGEHA), along with the Technical Proposal.
ii. The Bid Security shall be submitted in the prescribed manner and shall remain valid for the period specified in the bidding documents.
iii. The Bid Security of unsuccessful bidders shall be returned after completion of the bidding process in accordance with the applicable procurement procedure.
iv. In the case of the successful bidder, the Bid Security shall be returned upon completion of the required contractual formalities and submission of the Performance Security.
v. The Bid Security may be forfeited in accordance with the applicable procurement rules and the provisions of this RFP in the event of withdrawal of the bid during its validity period or failure of the successful bidder to fulfill the requirements for award and execution of the Concession Agreement

16. PERFORMANCE SECURITY

i. The successful Concessionaire shall furnish Performance Security of Rs. 500,000/- (Rupees Five Hundred Thousand only) in the form of an irrevocable and unconditional Bank Guarantee, in favour of FGEHA, issued by a bank acceptable to FGEHA.
ii. The Performance Security shall be furnished within the period specified by FGEHA and before execution/commencement of the Concession Agreement, as prescribed in this RFP.
iii. The Performance Security shall remain valid throughout the entire Concession Period, including the initial five (05) years and any extension(s) of five (05) years + five (05) years.
iv. The Concessionaire shall ensure that the Bank Guarantee remains continuously valid throughout the Concession Period and shall arrange its renewal/extension sufficiently in advance where required.
v. The Performance Security shall secure the due and faithful performance of the Concessionaire's obligations under the RFP and the Concession Agreement, including development, operation, maintenance, payment obligations and handover.
vi. FGEHA shall have the right to invoke the Performance Security, in whole or in part, in accordance with the provisions of the Concession Agreement in the event of default by the Concessionaire.
vii. Upon expiry or termination of the Concession Agreement and satisfactory fulfillment of the Concessionaire's obligations, including the required handover of the site and infrastructure, the Performance Security shall be released in accordance with the Concession Agreement

17. DEFAULT AND TERMINATION

FGEHA may terminate the Concession Agreement for material breach, subject to the notice and cure provisions below, and may exercise immediate termination rights where the nature of the default warrants immediate action.

Grounds for termination may include:

- Failure to complete the development within the stipulated period without approved extension.
- Failure to pay the Monthly Concession Fee by the due date, subject to the applicable cure period, and/or persistent failure to make timely payments.
- Unauthorized construction, encroachment or change of land use.
- Serious or persistent failure to maintain the market in the required condition.
- Illegal transfer, assignment or subletting of concession rights.
- Abandonment of the market or material failure to operate.
- Fraud, corruption, misrepresentation or material concealment of information.
- Serious breach of public safety, environmental or statutory requirements.
- Any other material breach of the Concession Agreement.

Except in cases warranting immediate termination, FGEHA shall issue a written notice specifying the breach and allow the Concessionaire five (05) working days to remedy the breach, unless a longer period is reasonably specified by FGEHA having regard to the nature of the breach.

If the breach is not remedied within the prescribed period, FGEHA may terminate the Concession Agreement and exercise its contractual rights, including encashment/forfeiture of Performance Security and recovery of outstanding amounts, subject to the terms of the Concession Agreement.

17.1 Public Purpose / FGEHA Requirement

Notwithstanding the foregoing, FGEHA may require the Site or any part thereof for a public purpose, public facility, public service, development requirement or other use determined by FGEHA. In such event, FGEHA may terminate the concession or require the Concessionaire to vacate and remove its movable equipment and belongings from the Site by giving reasonable written notice.

In such circumstances, FGEHA shall not be liable to the Concessionaire for loss of business, anticipated profits, loss of goodwill, future revenues or compensation for unexpired concession period. The Concessionaire shall be permitted, subject to FGEHA's directions and site restoration requirements, to remove its movable equipment, furniture, stock and other removable property belonging to it. Approved fixed/temporary infrastructure and improvements that are required to be transferred to FGEHA under the Concession Agreement shall be dealt with in accordance with the applicable handover provisions.

17.2 Termination Consequences

Upon termination, the Concessionaire shall cease operations as directed, settle outstanding amounts, hand over records and possession, remove permitted movable property within the specified period and comply with the site restoration/handover requirements.

18. HANDOVER AND TRANSFER

Upon expiry of the Concession Period, all approved fixed/temporary structures, fixtures, installations and improvements forming part of the Flora Market shall, without additional payment by FGEHA, be handed over to FGEHA in good, clean, safe and operational condition, fair wear and tear excepted.

The Concessionaire shall provide FGEHA with all relevant drawings, approvals, manuals, maintenance records, asset registers, utility information and other records reasonably required for continued use and maintenance of the facility.

The Concessionaire shall remove its movable equipment, furniture, inventory and other removable property that does not form part of the approved infrastructure, subject to the agreed handover procedure.

A joint inspection shall be conducted before handover and any deficiencies identified shall be rectified by the Concessionaire within the period specified by FGEHA.

Where the concession is terminated due to Concessionaire default, the rights and treatment of structures, equipment, Performance Security and other assets shall be governed by the termination provisions of the Concession Agreement.

19. FORCE MAJEURE

Force Majeure means an event beyond the reasonable control of the affected Party which materially prevents performance of an obligation, including natural disasters, war, civil disturbance, epidemic/pandemic, governmental action or other comparable events, but excluding events arising from the affected Party's negligence, lack of funds or ordinary commercial risk.

The affected Party shall promptly notify the other Party in writing of the event, its expected effect and the steps being taken to mitigate it.

The affected Party shall use reasonable efforts to mitigate the effect of the Force Majeure event. Relief shall apply only to the extent and for the period that performance is prevented by the event.

Unless otherwise expressly agreed in the Concession Agreement, Force Majeure shall not automatically extinguish accrued payment obligations.

If a Force Majeure event continues for a prolonged period and materially frustrates the purpose of the concession, either Party may exercise the rights specified in the Concession Agreement, including termination where applicable.

20. DISPUTE RESOLUTION

Any dispute arising out of or in connection with the Concession Agreement shall first be referred to authorized representatives of the Parties for amicable resolution.

If the dispute remains unresolved for thirty (30) days from the date of referral, it shall be referred to arbitration in accordance with the Arbitration Act, 1940, or any applicable successor legislation.

The arbitration shall be conducted by a sole arbitrator mutually agreed by the Parties. If the Parties fail to agree upon the arbitrator within the prescribed period, the arbitrator shall be appointed in accordance with applicable law.

The seat of arbitration shall be Islamabad and the language of arbitration shall be English.

The Concession Agreement and all matters relating thereto shall be governed by the laws of the Islamic Republic of Pakistan.

21. GENERAL TERMS & CONDITIONS

i. The Concessionaire shall undertake development entirely at its own cost and risk.
ii. Only approved temporary/prefabricated structures shall be permitted.
iii. Permanent RCC construction shall not be allowed except where a specifically approved temporary foundation/anchoring arrangement is necessary and permitted by FGEHA and applicable authorities.
iv. Any material structural or layout modification shall require prior written approval of FGEHA.
v. The Concessionaire shall maintain the market in a clean, safe, attractive and operational condition.

vi. Utility charges shall be borne by the Concessionaire unless otherwise specified in writing.

vii. The Concessionaire shall not assign or transfer the concession rights without prior written approval of FGEHA.

viii. Specialized subcontractors may be engaged for security, cleaning, landscaping, waste management, repair, maintenance and other ancillary services with FGEHA approval where required; however, the Concessionaire shall remain fully responsible for all obligations.

ix. FGEHA may inspect the market in accordance with this RFP and the Concession Agreement.

x. Failure to comply with the Concession Agreement may result in contractual remedies, including termination and forfeiture/encashment of Performance Security where applicable.

xi. FGEHA reserves the right, subject to applicable procurement law/rules and the terms of the RFP, to accept or reject any or all proposals without assigning any reason.

xii. Submission of a proposal shall constitute acceptance of the terms and conditions of the RFP, subject to any permitted clarification/addendum issued by FGEHA.

xiii. No oral representation or understanding shall modify the RFP or Concession Agreement unless incorporated through an authorized written amendment.

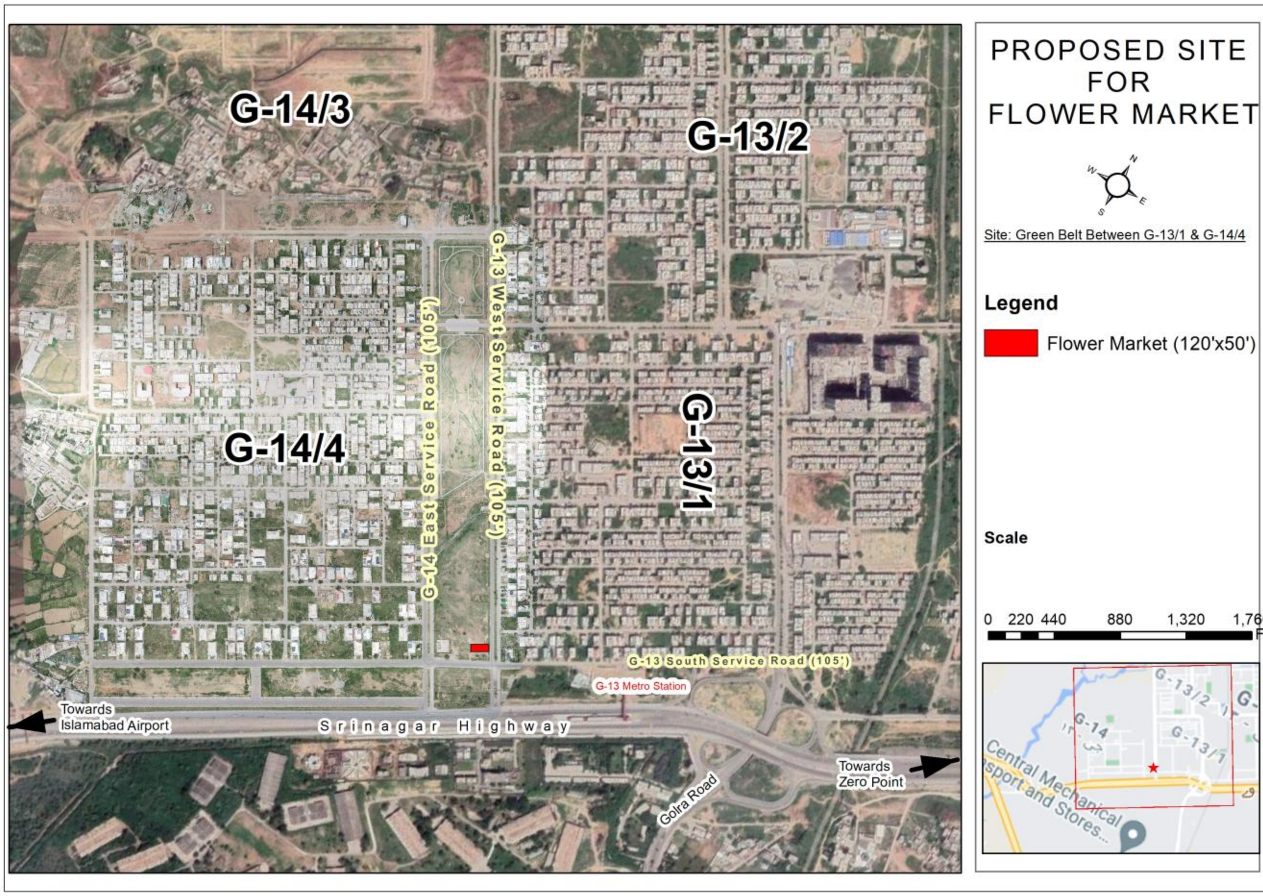
xiv. The Concessionaire shall maintain confidentiality of information designated confidential by FGEHA, subject to applicable law and disclosure requirements.

xv. Nothing contained in the Concession Agreement shall constitute either Party as the agent, partner, joint venturer or representative of the other Party.

xvi. The Concession Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one instrument.

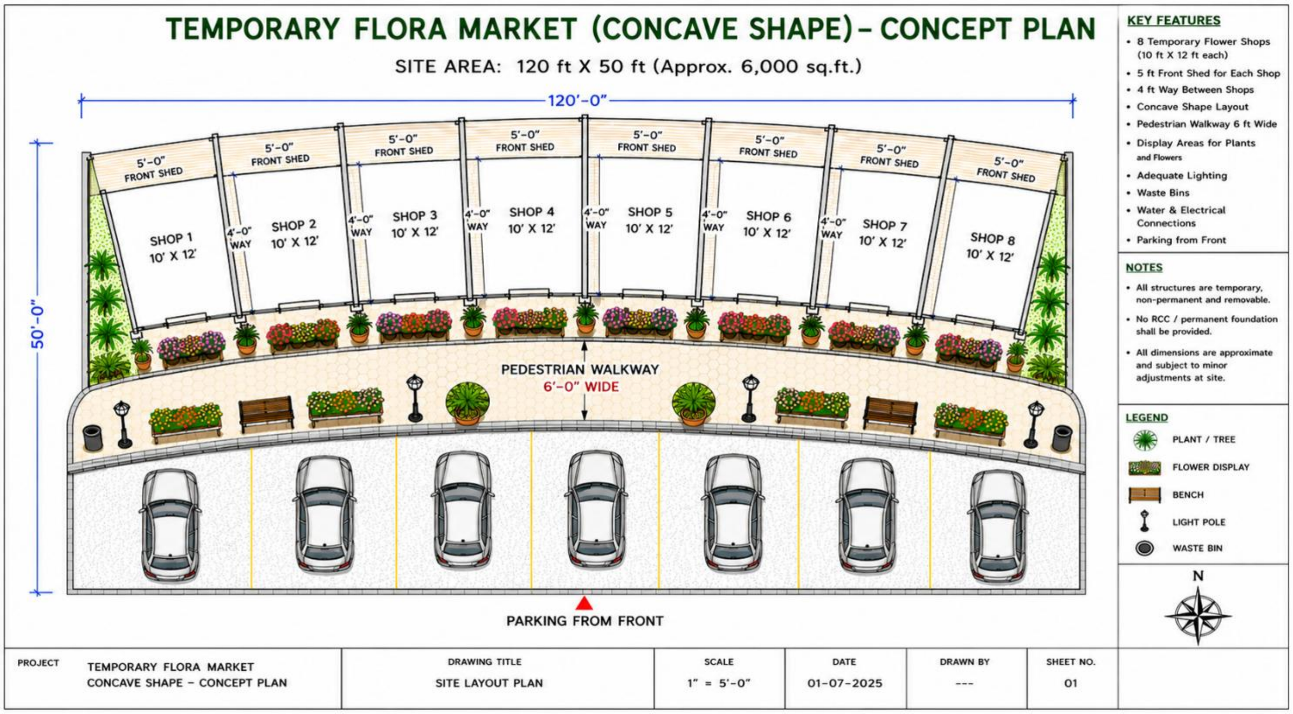
xvii. All notices under the Concession Agreement shall be in writing and delivered through the modes and to the addresses specified in the Agreement.

Annexure-A


PROPOSED SITE
FOR
FLOWER MARKET
Site: Green Belt Between G-13/1 & G-14/4
Legend
Flower Market (120'x50')
Scale
0 220 440 880 1,320 1,760
Feet
G-14/3
G-13/2
G-14/4
G-13/1
G-14 East Service Road (105')
G-13 West Service Road (105')
G-13 South Service Road (105')
G-13 Metro Station
Towards
Islamabad Airport
Srinagar Highway
Golra Road
Towards
Zero Point

Annexure-B

Conceptual Layout Plan



FINANCIAL BID FORM

FINANCIAL BID FORM

Development, Operation, Management and Maintenance of Temporary Flora Market at Sector G-13, Islamabad under BOT Model on Fixed Monthly Concession Fee Basis

Monthly Fixed Concession Fee payable to FGEHA	Rs. ___________________ /-
Amount in Words	Rupees ____ only.
Annual Escalation	10% compounded annually throughout the Concession Period.
Minimum Acceptable Fee	Rs. 200,000/- per month.

Bidder's Name: ____

Authorized Representative: ____________________________________

Signature & Stamp: ____

Date: ____

Note: The Financial Bid shall quote the Monthly Concession Fee for the entire Flora Market comprising eight (08) shops. No separate revenue-sharing component shall apply.

Annexure-D

DRAFT CONCESSION AGREEMENT

This Concession Agreement ('Agreement') is made at Islamabad on this ____ day of ___________, 2026.

BETWEEN

Federal Government Employees Housing Authority (FGEHA), a statutory body established under the Federal Government Employees Housing Authority Act, 2020, through its Director General, having its office at G-10/4, Islamabad (hereinafter referred to as 'FGEHA', which expression shall include its successors and assigns);

AND

_________________________________, an individual/company/firm/association/JV/consortium legally eligible under the RFP and having its registered office at ____________________________ (hereinafter referred to as the 'Concessionaire', which expression shall include its successors and permitted assigns).

WHEREAS

- FGEHA intends to establish a Temporary Flora Market at Sector G-13, Islamabad.
- FGEHA invited proposals for development, financing, operation, management and maintenance of the Temporary Flora Market under a BOT model on a fixed Monthly Concession Fee basis.
- The Concessionaire submitted a responsive Technical Proposal and the highest financially responsive Monthly Concession Fee among technically qualified bidders and was declared successful by FGEHA.
- FGEHA issued the Letter of Acceptance dated _____________ in favour of the Concessionaire.

1. Scope of Agreement

- Design, develop, finance, establish, operate and maintain the Temporary Flora Market.
- Construct approved temporary/prefabricated flower shops and common facilities.
- Develop roads, walkways, landscaping, parking, utilities, lighting, CCTV and safety facilities.
- Operate the market and license the shops to eligible Shop Licensees.
- Hand over the approved facility to FGEHA upon expiry or termination in accordance with this Agreement.

2. Concession Period

The initial Concession Period shall be five (05) years commencing from the Signing Date. FGEHA may extend the concession for two further terms of five (05) years each, subject to satisfactory performance and prior written approval. The maximum total period shall be fifteen (15) years.

3. Development Period

The Concessionaire shall complete the approved development within three (03) months from the Signing Date, including plan preparation/approval and construction/installation.

4. Monthly Concession Fee

The Concessionaire shall pay FGEHA the Monthly Concession Fee of Rs. __________ per month as offered in the Financial Proposal, which shall not be less than Rs. 200,000/- per month.

The Monthly Concession Fee shall increase by ten percent (10%) on each anniversary of the Signing Date, compounded annually, throughout the Concession Period including extensions.

No fee shall be payable during the initial three-month Development Period. The fee shall accrue thereafter. A partial first payable month shall be calculated pro rata by days.

The fee shall be paid at the end of each month and shall be payable on or before the 5th day of the following calendar month.

Late payment shall attract a charge of three percent (3%) per day on the outstanding amount until payment, without prejudice to FGEHA's other rights.

5. Shop Licensing

The Concessionaire shall license the eight shops to eligible florists/allied businesses and retain the resulting license fees and permitted commercial receipts. Shop license arrangements shall not create any independent tenancy or right against FGEHA.

6. Operation & Maintenance

- Keep the market operational and properly maintained.
- Maintain roads, pavements, landscaping, utilities and public facilities.
- Maintain cleanliness and waste management.
- Provide security guards, CCTV and fire safety arrangements.
- Carry out preventive and emergency maintenance.
- Comply with applicable laws and safety requirements.

7. Performance Security

The Concessionaire shall furnish an unconditional Performance Security of Rs. 500,000/- in the prescribed form. It shall be subject to encashment/forfeiture in accordance with this Agreement.

8. Monitoring and Inspection

FGEHA may inspect the market for contractual compliance and may issue reasonable written directions concerning safety, maintenance, cleanliness, approved use and other contractual matters.

9. Default and Termination

FGEHA may terminate for material breach including failure to develop, non-payment, unauthorized construction/use, serious maintenance/safety failures, illegal transfer, abandonment, fraud or other material breach. Except where immediate termination is justified, FGEHA shall provide five (05) working days to cure the specified breach.

FGEHA may also terminate or require vacation/removal where the Site is required for a public purpose, public facility, public service or other requirement determined by FGEHA. In such event, FGEHA shall have no liability for loss of business, anticipated profits, goodwill or future revenues. The Concessionaire may remove its movable equipment and other removable property, subject to site restoration and FGEHA's directions. Approved infrastructure required to be handed over shall be dealt with under the handover provisions.

10. Handover

Upon expiry, the approved infrastructure and improvements shall be handed over to FGEHA in good, safe, clean and operational condition, fair wear and tear excepted. The Concessionaire shall hand over relevant records along with the assets.

11. Force Majeure

Force Majeure shall be dealt with in accordance with the applicable provisions of this Agreement and applicable law. The affected Party shall promptly notify the other Party and mitigate the effects.

12. Dispute Resolution

Disputes shall first be addressed through mutual consultation. If unresolved within thirty (30) days, the dispute shall be referred to arbitration under the Arbitration Act, 1940 or applicable successor law. The Parties shall mutually agree on a sole arbitrator; failing agreement, appointment shall be made in accordance with applicable law. The seat shall be Islamabad and the language shall be English.

13. No Assignment

The Concessionaire shall not assign or transfer the whole or any part of this Agreement without prior written approval of FGEHA. Specialized subcontracting for ancillary services may be permitted, but the Concessionaire remains fully responsible.

14. Governing Law

This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.

15. No Partnership

Nothing contained in this Agreement shall constitute either Party as the agent, partner, joint venturer or representative of the other Party.

16. Severability

If any provision is held invalid or unenforceable, the remaining provisions shall continue to the extent permitted by law.

17. Notices

All notices under this Agreement shall be in writing and delivered by hand, recognized courier or official electronic communication to the addresses notified by the Parties.

18. Entire Agreement

This Agreement, together with the RFP, accepted proposal and approved annexures, constitutes the agreement between the Parties concerning the concession and supersedes inconsistent prior understandings, subject to applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

For and on behalf of FGEHA	**For and on behalf of Concessionaire**
Name: ________________________ Designation: _________________ Signature: ____________________	Name: ________________________ Designation: _________________ Signature: ____________________
Witness 1: ____________________ CNIC: ________________________ Signature: ____________________	Witness 1: ____________________ CNIC: ________________________ Signature: ____________________
Witness 2: ____________________ CNIC: ________________________ Signature: ____________________	Witness 2: ____________________ CNIC: ________________________ Signature: ____________________