

BIDDING DOCUMENTS



HIRING OF SALES AND MARKETING FIRM FOR CELESTIA TOWER AT NSIT CBD PUNJAB

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY (PCBDDA)

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Tel: 042-99058100

www.cbdpunjab.gov.pk

SECTION – A: INVITATION TO BIDDER

Punjab Central Business District Development Authority (PCBDDA) also known as Central Business District Punjab (CBD Punjab) is an Authority established through PCBDDA Amendment Act 2022 for development, promotion and regulation of the state-of-the-art vertical construction in the area, both for residential and commercial purposes while maintaining highest environmental standards, quality of life and modern facilities so as to develop a healthy and prosperous business community in the area.

Sealed Bids for the hiring of Sales and Marketing firm for Celestia IT Tower at NSIT are invited from Bidders i.e., firms / companies registered with FBR and Relevant Authorities. The Bids shall be received as per **Request for Proposal with Consecutive Negotiations.**

The Bidding Document in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of “Punjab Central Business District Development Authority.” Bids must be delivered to the addressee below on or before May 28, 2024, at 1100 Hours.

All Bids must be accompanied by a Bid Security of PKR 500,000/- in the form of CDR/Bank Guarantee / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at 1200 hours in the presence of the Bidders’ representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from Punjab Central Business District Development Authority at the address given below from office hours of 0900 to 1700 hours.

Bidding Documents are immediately available from the date of publication. Punjab Central Business District Development Authority shall not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, the next business day shall be treated as the closing date. The Bidding document carrying all details can also be downloaded from PCBDDA’s website cbdpunjab.gov.pk for review only.

Procurement Directorate

Punjab Central Business District Development Authority (PCBDDA)
CBD Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore
For queries: email: procurement@cbdpunjab.gov.pk

SECTION – B: INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 In the Bidding Documents and any addenda thereto issued in accordance with Clause 4 below words and expressions shall have the same meanings as are respectively assigned to them in the Form of Contract and its Appendix.
- 1.2 “**Government**” means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- 1.3 “**Client**” means Punjab Central Business District Development Authority (PCBDDA) with which the selected Bidder signs the Contract for the Services.
- 1.4 “**Bidder**” means each party to which an Invitation to Bidder is issued for the purpose of submitting a Bid regardless of whether or not any particular such party completes and submits a Bid.
- 1.5 “**Invitation to Bidder**” means the notification issued to the Bidders from the Client to the Bidder inviting it to submit a Bid.
- 1.6 “**Bidding Documents**” means the documents issued to the Bidders as listed in paragraph 3.1 below.
- 1.7 “**Successful Bidder**” means the Bidder that is awarded the Contract.
- 1.8 All dates and periods of time referred to in the Bidding Documents and in any addendum shall be ascertained in accordance with the Gregorian calendar.

2. SCOPE OF SERVICES

- 2.1 Bids are invited for the hiring of a sales and marketing firm for the grant of exclusive sales, marketing and promotional rights in relation to the Celestia IT Towers Project and the provision of end-to-end sales and marketing solutions to PCBDDA encompassing advertising, customer service, call centres, and other related services as fully described in the Bidding Documents. Celestia IT Towers are Punjab's premium IT Hubs set to be launched in Nawaz Sharif IT City (NSIT). These towers are strategically positioned to attract IT and technology brands to establish their offices in Pakistan's state-of-the-art technology city. PCBDDA intends to hire services for Marketing, Sales & After Sales Services for Celestia IT Towers. Detailed information about Celestia IT Towers can be found in the Bidding Documents. Prospective Bidders are encouraged to thoroughly review the documents to ensure a comprehensive understanding of the Celestia IT Towers Project.

3. BIDDING DOCUMENTS

3.1 The documents being issued to the Bidders for the purpose of preparing a Bid (the “**Bidding Documents**”) comprise of the following:

- (a) Invitation to Bid
- (b) Instructions to Bidders
- (c) Scope of Work
- (d) Form of Contract
- (e) Annexures

4. ADDENDA TO BIDDING DOCUMENTS

4.1 The Client may, at any time or times not being less than two (2) day prior to the latest date and time of bid submission, issue to all bidders an addendum containing a variation, addition, deletion, clarification and/or rectification to, from or of any of the Bidding Documents or of any earlier addendum issued under this Clause. Any such addendum shall form part of the Bidding Documents and shall be valid and binding on all Bidders.

5. CLARIFICATIONS, INTERPRETATIONS AND EXPLANATIONS

5.1 Should the Bidders require clarification, an explanation or an interpretation in respect of any part of the Bidding Documents or of any addendum issued in accordance with paragraph 4 above or as to any other relevant matter or thing, the Bidder must request such required clarification, explanation or interpretation by email to the Client so as to be received by the Client not less than Three (03) days prior to the latest date for the Bid submission.

5.2 As soon as practicable after receipt of any such request, the Client will reply by issuing a letter to all Bidders with the requested details and, if the Client thinks appropriate, rectifying the point raised by the Bidders and, if such requested details or rectification are in the Client’s opinion a matter of substance requiring a change in the Bidding Documents or in any addenda issued in accordance with paragraph 4 above, an addendum containing the same will be issued in accordance with the said paragraph.

5.3 No clarification, explanation, interpretation or rectification, shall be binding or have any legal validity whatsoever unless the same is responded by the Client.

6. SUBMISSION OF BIDS

6.1 The Bidder shall seal the original Bid. The inner and outer envelopes shall be addressed to the Punjab Central Business District Development Authority at the following address: *CBD Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road,*

Lahore.

- 6.2 The inner and outer envelopes bear the title of Hiring Activity indicated in the Invitation to Bidders (ITB) and a statement: “DO NOT OPEN BEFORE..... (time and date),” [to be completed with the time and the date specified in the Clause 10 of this ITB.
- 6.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- 6.4 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
- a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
- 6.5 If all envelopes are not sealed and marked as required by ITB 7.1 or incorrectly marked, the Client will assume no responsibility for the misplacement or premature opening of Bid.
- 6.6 Bids must be received by the Client at the address specified in Clause 7.1 of ITB no later than the **11:00 AM, May 28, 2024**. The Client may extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB.

7. FIXED RATES AND PRICES

- 7.1 The rates and prices stated in the Financial Proposal and other Bidding Documents are fixed for the duration of the Contract and shall not be subject to any adjustment in respect of rise or fall in the cost of labour, materials, transport or any other matters affecting the cost of execution of the Contract.

8. VALIDITY OF BID

- 8.1 The Bid shall be valid and binding upon the Bidders for a period of One Hundred and Twenty (120) days from the latest date fixed for submitting the Bid.

9. LANGUAGE

- 9.1 All communications between the Client and the Bidders and all the Bidding Documents shall be in the English language.

10. OPENING OF BIDS

- 10.1 Last date for submission of proposal is **May 28, 2024**, till **11:00 A.M and Technical Proposal will be opened on same date at 12:00 P.M** in the presence of Bidders or their authorized representatives who may wish to attend. Financial proposals of the

technically qualified Bidders shall be opened on the date & time communicated later.

11. EVALUATION OF BIDS

11.1 Criteria for Technical and Financial Evaluation are as under. Scores will be allocated based on evidence available in the proposal only.

11.2 **Mandatory Criteria:** The Bidder must meet the following qualifications to be considered:

- a) Registered with FBR for National Tax Number (NTN);
- b) Registered with (SECP) Security and Exchange Commission of Pakistan,
- c) Affidavit confirming that the real estate agent is not blacklisted from any provincial or federal department, agency, organization, or autonomous body or has been convicted by any Court of law.

11.3 Technical Evaluation: The firm must meet the following qualifications to be considered:

Sr.	Evaluation Criteria	Marks
1	Experience	
a.	Company Existence Maximum marks for existence of the Company of 05 years or more. Proportionate marks shall be awarded in case of experience less than 05 years.	10
b.	General Real Estate Experience: 02 Mark for Each Client. Supporting Documents to be provided for verification	10
2.	Capability	
a.	Call Centre: Maximum 200 Call Centre Agents. Proportionate marks for less than 200 agents.	15
b.	Sales Team: Maximum 300 Sales Agents across Pakistan. Proportionate marks for less than 300 agents.	15
c.	Real Estate Offices: 03 Offices in Major Cities of Pakistan = 03 Marks Each 02 International Offices = 03 Marks Each	15
3	Brief on Approach & Methodology: Written Brief from the firm on the following points: <ul style="list-style-type: none"> • Methodology • Work / Execution Plan 	35

11.4 The Financial Proposals of only those technically responsive Bidders who obtain minimum Seventy percent (70%) marks shall be opened.

11.5 The Contract will be awarded to the firm quoting lowest succession fees.

12. ACCEPTANCE OR REJECTION OF BIDS

12.1 The Client may reject all bids or proposals at any time prior to the acceptance of a bid or proposal without assigning any reason.

12.2 The Bid shall also be rejected if it is:

- i. substantially non-responsive in a manner prescribed in this Bidding Document; or
- ii. submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- iii. bid not submitted against complete Lot and relevant bid security is not submitted;
- iv. incomplete, partial, conditional, alternative, late; or
- v. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- vi. the Bidder refuses to accept the corrected Total Bid Price; or
- vii. the Bidder has conflict of interest with the Client; or
- viii. the Bidder tries to influence the Bid evaluation / Contract award; or
- ix. the Bidder engages in corrupt practices in competing for the Contract award;
- x. the Bidder fails to meet all the requirements of Bid Eligibility / Qualification Criteria;
- xi. the Bidder fails to meet the evaluation criteria requirements;
- xii. the Bidder has been blacklisted by any public or private sector organization;
- xiii. the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- xiv. the Bidder has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government Regulations.
- xv. there is any discrepancy between the Bidding Documents and Bidder's proposal i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- xvi. the Bidder submits any financial conditions as part of its bid which are not in conformity with the Bidding Documents.
- xvii. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xviii. If the rates quoted by vender are not workable or on higher side etc.

13. FINANCIAL TERMS & CONDITIONS:

13.1 The Successful Bidder will be responsible for selling the units contained in the Celestia IT Towers to interested parties within two years from the date of award.

13.2 The Successful Bidder will be entitled to payment of Success Fees which, subject to the terms and conditions contained in the contract, will be payable as follows:

- a) Commission shall be paid as per following schedule:

Sr. No.	Installment	Payment Percentage of the commission
1	Down payment/1st Instalment	30%
2	2nd Instalment	30%
3	3rd Instalment	30%
4	Upon Final Installment	10%

Section – C: Scope of Work

The Successful Bidder will manage end-to-end Sales and Marketing solutions for Celestia IT Tower encompassing advertising, customer service, call centers, and other related areas as described below:

1. MARKETING PHASE

The Successful Bidder shall have to market the project on every possible medium for the accomplishment of the sale target and successful completion of the project:

- Social Media i.e. Meta, Google, YouTube etc.
- Standees
- Renders & Animated Videos
- TVC
- Brand Activations
- Print Media
- Outdoor Campaigns (OOH) like Streamers, Billboards, Roadside Decorations etc.
- Events (Local & International)
- The Successful Bidder shall plan to reach potential buyers and assist directorates in organizing road shows etc. nationally & internationally.
- The Successful Bidder shall have in house capability of the call center agents to cater to queries of the buyers.
- The Balloting of the properties shall be conducted by the Successful Bidder as per the requirement of the Authority.

2. SALES PHASE

- The Successful Bidder should carry out sales of the project with an inhouse team or through other agents.
- All the Documentation related to sale of the property like Ballot Letter, Allotment Letter, Possession Letter etc. shall be issued by the Authority on its sole discretion.
- The inhouse team must have national and international presence (offices).
- Sales team must have proven experience of selling Pakistani large-scale real estate developments in the domestic and foreign markets.
- The Successful Bidder shall be responsible to arrange the customer services staff on site office –site office shall be provided by the Authority.
- The Successful Bidder shall collaborate with realtors to effectively market the project.
- The Successful Bidder shall market the project in international market to get overseas clients.
- The Successful Bidder will manage its own call centers Services for the sale of the properties.

3. AFTER SALES / RECOVERY

- The Successful Bidder shall be responsible to collect the payments from the customers in favor of Punjab Central Business District Development Authority.
- Bidder to maintain in-house after-sales recovery staff to follow up with buyers / investors and ensure timelines.

4. DURATION

- The total duration of the contract shall be for two (02) years. The Contract shall be extended for a further period of one (01) year depending on the pending commitments of the Agent. After this initial period, the obligations of the Successful Bidder shall be limited to the collection of instalments from the customers. In the event that any property becomes vacated during this period, the Successful Bidder shall be required to reinstate its services for that particular property. The provision of services will continue until all outstanding instalments for the said property are fully paid. The Schedule for completion of the assignment is as follows:

Sr. No.	Schedule	Completion
1	Total 20% Sale of Allocated Property	Within 3 months from the effective date of the Contract
2	Total 50% Sales of Allocated Property	Within 12 months from the effective date of the Contract
3	Total 75% Sales of Allocated Property	Within 18 months from the effective date of the Contract
4	Total 100% Sales of Allocated Property	Within 24 months from the effective date of the Contract

5. REPORTS

- The Successful Bidder shall be responsible for the submission of weekly report to PCBDDA pertaining to Sales Target, Marketing Activities and Call Centre.

SECTION – D: FORM OF CONTRACT

SALES AND MARKETING SERVICES CONTRACT

This Sales and Marketing Services Contract (the ‘Contract’) is made at Lahore on [•] day of [•] by and between:

Punjab Central Business District Development Authority (hereinafter referred to as the “PCBDDA”) having its registered office at [•], acting through its authorised representative [•]

AND

[•], (hereinafter called the “**Agent**”, which expression shall, where the context so admits, mean and include successors-in-interest and permitted assigns) a firm having its registered office at [•], acting through its authorised representative [•]

(PCBDDA and Agent shall also individually be referred to as “**Party**” and, collectively, “**Parties**”).

WHEREAS, PCBDDA invited bids for end-to-end provision of sales and marketing services for Celestia IT Tower in Nawaz Sharif IT City (NSIT) (“**Celestia IT Towers**”);

WHEREAS, the Agent represented that it has the required expertise and capabilities in the field of sales and marketing services to fulfil the requirements of PCBDDA;

WHEREAS, the Agent was declared the lowest evaluated bidder and PCBDDA has formally accepted the bid submitted by the Agent for the provision of sales and marketing services for Celestia IT Tower in accordance with the terms of this Contract;

WHEREAS, the Parties recognize the mutual interest in collaborating to ensure the successful promotion and development of the Celestia IT Tower project in Lahore through effective sales and marketing strategies;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

- 1.1. “**Agent**” means [Name of the Company/Party].
- 1.2. “**Buyer**” means any person, company or entity that purchases any Unit in the Celestia IT Tower, jointly or individually.
- 1.3. “**Contract**” means the agreement entered into between PCBDDA and the Agent, as recorded in the Contract signed by the Parties, including all schedules and appendices thereto and all documents incorporated by reference therein.
- 1.4. “**Day**” means a calendar day.

- 1.5. **“Intellectual Property”** includes, but is not limited to, any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, service marks, copyrights, computer software, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.
- 1.6. **“Inventory”** means all the Units present in the Celestia IT Tower for the purposes of sale and marketing by the Agent under this Contract.
- 1.7. **“PCBDDA”** means the Punjab Central Business District Development Authority.
- 1.8. **“Premium”** means, where the Sale Price is higher than the Quoted Price of a Unit, the difference between the two.
- 1.9. **“Quoted Price”** means the price of any Unit in Celestia IT Tower as specified in the Price Schedule attached as Schedule B to the Contract or as modified by PCBDDA from time to time in writing to the Agent.
- 1.10. **“Sale Price”** means the price of any Unit in Celestia IT Tower at which the same is actually sold to any Buyer(s).
- 1.11. **“Services”** means those services and other such obligations of the Agent covered under the Contract.
- 1.12. **“Unit(s)”** means the shops present in the Celestia IT Tower for the purposes of sale and marketing by the Agent.

2. SCOPE OF SERVICES AND GRANT OF RIGHTS

- 2.1. The Agent shall perform the Services as fully described in Schedule A of this Contract to the complete and full satisfaction of PCBDDA.
- 2.2. The Agent shall be responsible for selling the Units within two years from the date of signing this Contract.
- 2.3. The Agent shall have the exclusive right to provide the Services, or any other service related thereto, in respect of the Celestia IT Tower during the service period of this Contract. In this regard, Celestia IT Tower shall be exclusively advertised and marketed through the utilization of the Services of the Agent and the Agent shall have the exclusive selling rights in respect of Celestia IT Tower. PCBDDA shall not grant such rights to any other company, entity, or person during the service period of this Contract except as otherwise provided in this Contract.
- 2.4. PCBDDA hereby agrees that neither PCBDDA nor any other person(s)/entity(ies), authorised by PCBDDA, shall advertise or market Celestia IT Tower and/or sell any Units in the Celestia IT Tower during the service period of this Contract, nor shall any third party provide the Services, or any other service related thereto, in respect of the Celestia IT Tower during the service period of this Contract, except as otherwise provided in this

Contract.

3. SERVICE PERIOD

- 3.1. The service period of this Contract shall continue till the Agent has sold all the Units in Celestia IT Tower. Once the Agent has marketed and ensured deposit of down-payment against a Unit(s) in the designated bank account of PCBDDA, the obligations of the Agent to the extent of such Unit(s) shall be limited to the collection of instalments from the Buyers. In the event that a Unit(s) becomes vacated during this period or is cancelled by PCBDDA due to non-payment of subsequent instalments or for other any reason permitted by the booking form or the applicable law, the Agent shall be required to reinstate the Services for that particular Unit. The provision of the Scope of Services will continue in full force and effect until all outstanding instalments for the said Unit are fully paid.
- 3.2. For the purposes of clarity, a Sale of a Unit ("**Sale**") shall only be considered complete when the Buyer has made 100% payment of the Sale Price to PCBDDA. Until such payment is received in its entirety by PCBDDA, the transaction shall not be deemed a Sale.
- 3.3. The Agent shall initiate Services within ten (10) days of the signing of this Contract ("**Mobilisation Time**") subject to PCBDDA providing to the Agent all necessary documents and materials required for branding purposes ("**Preparatory Materials**").

4. SALE OBLIGATIONS

- 4.1. The Agent shall have a period of two (02) years from the date of signing this Contract to sell all the Unit(s) that are part of the Inventory, unless extended, under this Contract pursuant to Clause 2.2.
- 4.2. The Agents confirms and acknowledges that each Unit shall be considered sold when hundred percent (100%) of the Sale Price of the Unit has been deposited with PCBDDA in the prescribed bank account as defined in Clause 3.2 of this Contract.
- 4.3. The Agent also confirms and acknowledges that PCBDDA shall provide the booking form to the Agent and the Agent shall exclusively provide that booking form to the Buyers at the time of booking. The Agent shall not use any document or impose any condition on the Buyers without obtaining the prior written approval from PCBDDA.

5. EVENTS OF DEFAULT

- 5.1. Any material breach of the terms of this Contract by the Agent shall be construed as an "Event of Default".
- 5.2. The following events will also constitute an Event of Default in which case the provisions of 5.1 (above) will apply:
 - a. If any of the Parties' representations and warranties are or are discovered to be untrue, incorrect or misleading; or

- b. The Parties do not comply with any of its covenants and obligations under this Contract; or
- c. If the Agent becomes insolvent, enters into bankruptcy proceedings, or takes any action for the benefit of its creditors; or
- d. If the Agent loses any required licenses or permits necessary for the provision of the Services, and such loss continues unremedied for a period of [•] after written notice from PCBDDA; or
- e. If the Agent is in breach of the confidentiality provisions of this Contract.

6. REMEDIES AVAILABLE IN AN EVENT OF DEFAULT

- 6.1. Upon the occurrence of an Event of Default as described in this Contract, PCBDDA shall first serve a notice of default on the Agent identifying the breach and requiring the Agent to cure the default within a period of ten (10) Days after receipt of written notice of such default. If the Agent fails to cure such defect within ten (10) Days of receipt of written notice of such default (“**Cure Period**”), or such other extended period as may be provided by PCBDDA, PCBDDA will be entitled at its election (unless the Agent cures such default prior to such election) to exercise concurrently or successively any one of the following rights:
- i. PCBDDA may impose liquidated damages at the rate of 0.01% for each day of delay to be calculated on the Sale Price of the Unit(s) which shall be deducted from the commission payable to the Agent up to a maximum of 10% of the total Sale Price in which case the commission payable to the Agent shall be reduced accordingly;
 - ii. PCBDDA may, at its discretion and notwithstanding anything contained in this Contract, revoke the exclusive rights granted to the Agent with respect to all or some of the unsold Inventory held by the Agent for the purpose of sale. The Agent shall cooperate fully in facilitating the return of such inventory;
 - iii. PCBDDA may elect to terminate the Contract; or
 - iv. PCBDDA reserves the right to pursue any other remedies available under this Contract, at law, or in equity, to address the effects of the default.
- 6.2. The exercise of PCBDDA rights under any or more of the remedies mentioned above shall not constitute a waiver or election of its right to successively or concurrently invoke, or exercise, its rights with respect to the other remedies.
- 6.3. The Agent agrees that irreparable harm would be caused to PCBDDA in the event any provision of this Contract was not performed in accordance with the terms hereof and that PCBDDA shall be entitled to an injunction or injunction(s) to prevent breaches of this Contract by revoking Agent’s rights under this Contract and to enforce specifically the terms and provisions of this Contract in addition to any other remedy to which it is entitled under the applicable law or in equity.

7. STANDARD OF WORK

- 7.1. The Agent shall perform all services under this Contract with the highest standard of professionalism, skill, and care. The Agent acknowledges and agrees that the quality of its work is crucial to the success of the Celestia IT Tower project.
- 7.2. The Agent shall adhere to industry best practices and standards relevant to the provision of sales and marketing services utilized for real estate developments. This includes, but is not limited to, employing effective and ethical marketing strategies, providing accurate and transparent information to potential buyers, and ensuring compliance with all applicable laws and regulations.
- 7.3. The Agent shall regularly update PCBDDA on the progress of marketing and sales activities, providing reports and key performance indicators as mutually agreed upon by the Parties.
- 7.4. The Agent shall conduct its operations in a manner that upholds the reputation and image of the Celestia IT Tower project. Any promotional materials, including but not limited to advertisements, brochures, and online content, shall be subject to prior approval by PCBDDA and the Agent shall not engage in any deceptive, false or misleading marketing practices.
- 7.5. PCBDDA reserves the right to evaluate and assess the performance of the Agent periodically. Such assessments may include but are not limited to, reviewing customer feedback, monitoring sales and marketing outcomes, and conducting site visits.
- 7.6. The Agent shall be responsible for the submission of weekly report to PCBDDA pertaining to sales target, marketing activities and call centers.
- 7.7. The Agent shall maintain at its own expense appropriate offices, store, display and administrations and shall employ on its behalf sufficient staff as maybe necessary for the effective performance of its duty under this Agreement.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 8.1. All intellectual property rights developed or created by the Agent during the service period of this Contract, in the course of providing services related to the Celestia IT Tower project, shall vest in and be the exclusive property of PCBDDA.
- 8.2. The Agent shall treat any confidential information related to the intellectual property of PCBDDA as confidential and shall not disclose, transfer, or use such information for any purpose other than the performance of the Services under this Contract.
- 8.3. The Agent agrees to indemnify and hold PCBDDA harmless from any claims, liabilities, damages, or expenses arising from any infringement or misappropriation of third-party intellectual property rights resulting from the use of the Agent's intellectual property in connection with the Services provided under this Contract.
- 8.4. Upon termination or completion of this Contract, the Agent shall promptly deliver to PCBDDA all materials, documents, and other items containing or embodying PCBDDA's

intellectual property, and the Agent shall cease using such intellectual property.

- 8.5. The Parties agree that this Contract shall be treated as a highly confidential document and its contents shall not be disclosed, copied, shared, publicized or circulated in any manner whatsoever with any third party, except by mutual written consent of the Parties.
- 8.6. Each Party shall take such action as may be necessary to ensure that any confidential information shall be disclosed only to such of its employees who may have a need to know it and that all such employees shall be effectively bound to observe the provisions of this clause.

9. COMMISSION OF THE AGENT

- 9.1. As consideration for the Services performed by the Agent under this Contract, the Agent shall be entitled to a commission of [•] percent (•%) on the Sale Price of each Unit(s) upon Sale to Buyer(s) in accordance with this Contract (“**Commission**”).
- 9.2. Subject to the terms of this Contract, the Commission shall become due and payable in four separate tranches: thirty percent (30%) of the Commission shall be paid upon deposit of the down payment / 1st installment of each Unit in PCBDDA’s prescribed bank account, thirty percent (30%) upon deposit of the second instalment by the Buyer for each Unit(s) in PCBDDA’s prescribed bank account, thirty percent (30%) upon deposit of the third installment by the Buyer for each Unit(s) and the remaining ten (10%) percent shall become due and payable to the Agent upon completion of Sale in accordance with the provisions of this Contract upon payment of the final instalment by the Buyer.
- 9.3. For the avoidance of any doubt, it is agreed between the Parties that the full Commission shall only become due and payable once the Unit(s) are sold in accordance with Clause 3.2 of this Contract.
- 9.4. In the event that a Unit(s) is sold at a Premium, the Commission shall be calculated based on the same Premium price of the respective Unit(s).
- 9.5. The Agent shall provide all necessary supporting documents along with each invoice to facilitate the verification and processing of the Commission.
- 9.6. PCBDDA shall make payment of the Commission within thirty (30) days of the date of receipt of a valid and complete invoice.
- 9.7. All Commission payments made under this Contract shall be subject to any and all taxes, duties, and levies applicable under the laws of Pakistan. The Agent shall be responsible for complying with all tax regulations and providing necessary documentation to PCBDDA.
- 9.8. The Agent confirms and understands that any late payment surcharges, mark-up, development charges or other similar charges, levies, penalties or imposts imposed by PCBDDA on the Buyer(s) under its applicable rules and regulations, or in accordance with the terms and conditions of the booking document, shall not be considered a part of the Sale Price and the Agent shall not claim commission in respect of any such

payments made by the Buyer to PCBDDA.

10. PRICE CONTROL

10.1. The Parties hereby agree that the value of each Unit shall be fixed by PCBDDA as mentioned in Schedule B of this Contract (“**Quoted Price**”).

10.2. The Agent shall not market or sell any Unit(s) at a price less than the Quoted Price and shall not offer any discounts or premiums without the prior written consent of PCBDDA.

11. REPRESENTATIONS AND WARRANTIES

11.1. Representations and Warranties by the Agent:

- (i) The Agent represents and warrants that it has full legal authority and capacity to enter into this Contract and to perform all obligations herein.
- (ii) The Agent represents and warrants that it possesses the necessary professionalism, skill, expertise, and experience to provide the sales and marketing services for the Celestia IT Tower project as outlined in this Contract.
- (iii) The Agent represents and warrants that it will conduct its activities in compliance with all applicable laws, regulations, and industry standards relevant to the provision of sales and marketing services including all directions issued by PCBDDA from time to time.
- (iv) The Agent represents and warrants that it has the right to use any intellectual property provided or created in the course of this Contract, and that such use does not infringe upon the rights of any third party.
- (v) Without limiting the generality of the foregoing, the Agent 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 including the procurement of a Contract, right interest, privilege or other obligation, except that which has been expressly declared pursuant hereto.
- (vi) The Agent represents and warrants that it will maintain the confidentiality of any proprietary or confidential information belonging to PCBDDA disclosed during the service period of this Contract.
- (vii) The Agent represents and warrants that it is, and shall maintain, its registration under the Federal Board of Revenue Anti Money Laundering and Counter Financing of Terrorism Regulations for DNFBPs 2020 and will ensure compliance with the afore-mentioned regulations.

11.2. Representations and Warranties by PCBDDA:

- (i) PCBDDA represents and warrants that it has full legal authority and capacity to enter into this Contract and to perform all obligations herein.
- (ii) PCBDDA represents and warrants that it will pay the Commission to the Agent in accordance with the payment terms outlined in Clause 9 of this Contract.
- (iii) PCBDDA represents and warrants that all information provided to the Agent regarding the Celestia IT Tower project is accurate, complete, and not misleading to the best of PCBDDA's knowledge.
- (iv) PCBDDA represents and warrants that it will conduct its activities in compliance with all applicable laws, regulations, and industry standards relevant to the development and promotion of real estate projects.
- (v) PCBDDA represents and warrants that it has the right to use any intellectual property provided or created during this Contract, and that such use does not infringe upon the rights of any third party.

12. COVENANTS

- 12.1. In consideration of the payments to be made by PCBDDA to the Agent as hereinafter mentioned, the Agent hereby covenants with PCBDDA to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract including the provision of smooth, uninterrupted Services to PCBDDA.
- 12.2. The Agent hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege, or other obligation through any corrupt business practice.
- 12.3. The Agent covenants that it will allow PCBDDA or its representative to inspect and/or to test the Service including call centers, marketing offices etc. to confirm their conformity to the requirements of PCBDDA at no extra cost.
- 12.4. The Agent 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 Contract, declaration, representation, and warranty.
- 12.5. The Agent covenants to provide regular updates and reports to PCBDDA, as mutually agreed upon, regarding the progress of sales and marketing activities, including key performance indicators and milestones achieved. Further, the Agent covenants to share the branding strategy with the PCBDDA for its review and feedback and to procure the necessary approvals for all marketing and promotional materials, which approvals shall not be unreasonably withheld by PCBDDA.
- 12.6. The Agent covenants not to solicit any payments from the Buyer(s) directly into its own account and not to use any documents as part of its interaction with the Buyer(s), or

prospective Buyer(s), that have not been approved by PCBDDA.

12.7. The Agent covenants that in the event any claim is brought by a Buyer against PCBDDA, the Agent shall take all necessary steps to assist in a satisfactory resolution of the problem but shall not make any financial settlement on behalf of PCBDDA or make any admission of liability on behalf of PCBDDA.

12.8. Notwithstanding anything contained in this Contract, the Agent shall not make or offer any representation, guarantee or warranty in relation to the Project or any part thereof except as authorized in writing by PCBDDA.

12.9. PCBDDA hereby covenants to pay the Agent in consideration of the provision of the Services and the remedying of defects therein, the Commission as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

13. AMENDMENTS

13.1. This Contract may not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Contract shall be binding upon the respective successors, legal representatives and permitted assigns of the Parties, provided that no Party shall assign any of its rights or delegate any obligations hereunder without the prior written consent of the other, and any attempted assignment or delegation without consent shall be null and void.

14. ASSIGNMENT

14.1. The Agent shall not assign, in whole or in part, its obligations to perform under this Contract without the prior written consent of PCBDDA.

14.2. Any attempted assignment without PCBDDA's prior written consent shall be considered null and void and shall constitute a material breach of this Contract.

14.3. PCBDDA's consent to an assignment, if granted, shall not relieve the Agent of its obligations under this Contract and shall not release the Agent from liability for the performance of those obligations.

15. SUBCONTRACTING

15.1. The Agent shall not be allowed to sublet the job or award subcontracts under this Contract without the prior written consent of PCBDDA.

15.2. Any attempt by the Agent to sublet the job or award subcontracts without the prior written consent of PCBDDA shall be considered a material breach of this Contract.

16. DELAYS IN PERFORMANCE BY THE AGENT

16.1. Both parties agree that time is of the essence of this Contract.

- 16.2. Delivery of the Services by the Agent, under this Contract, shall be made in accordance with the time schedule prescribed by PCBDDA in Clause 2.2 of this Contract.
- 16.3. If, at any time during the performance of this Contract, the Agent encounters conditions impeding the timely delivery of the Services, the Agent shall promptly notify PCBDDA in writing of the delay, its likely duration, and its cause(s).
- 16.4. Upon receipt of the Agent's notice, PCBDDA shall evaluate the situation and may, at its discretion, extend the Agent's time for performance, if applicable. Any such extension shall be ratified by the Parties through an amendment in writing to this Contract.
- 16.5. A delay by the Agent in the performance of its delivery obligations shall be considered an Event of Default and shall be dealt with in accordance with Clause 5 and 6 of this Contract.

17. LIABILITY AND INDEMNITY

- 17.1. The Agent shall indemnify, defend and hold harmless at all times PCBDDA, its directors, officers, employees, agents, representatives, successors-in-interest and permitted assigns, from and against any and all claims made, commenced or enforced against PCBDDA by any person whatsoever (including a Buyer), as a consequence of or arising out of or resulting from:
- (i) any breach by the Agent of any representation, warranty, covenant or obligation contained herein;
 - (ii) Any act, error or omission on the part of the Agent in connection with this Contract including but not limited to any act, error or omission on account of any representation of the Agent made to the Buyer(s) or any third-party that is incorrect, misleading, incomplete, false.

For the purposes of this clause, "claims" mean any and all claims, demands, losses, actions, proceedings, accounts, sums of money, liquidated damages, un-liquidated damages, interest, mark-up, surcharges, fines, penalties, costs, charges and expenses (including attorney's and accountant's fees), liabilities and obligations of whatsoever nature, howsoever arising, whether accrued, accruing or contingent, and whether asserted or litigated or not yet asserted or litigated, and whether awarded or decreed by any arbitrator, court or tribunal or not so awarded or decreed.

- 17.2. PCBDDA shall under no circumstances be responsible for any misrepresentation, mistake and/or negligence of any representative and/or employee of the Agent and shall be indemnified by the Agent for any and all existing, present or future claims.

18. TERMINATION

- 18.1. PCBDDA may terminate this Contract at any time in accordance with Clause 6 where an Event of Default has occurred and the same has not been cured by the Agent within the Cure Period.
- 18.2. The Services that are complete or to be completed by the Agent within thirty (30) working

days after the receipt of the termination notice may be accepted by PCBDDA. For the remaining services, PCBDDA may at its sole discretion elect to have:

- i. To have any portion thereof completed and delivered; and/or
- ii. To cancel the remainder and pay to the Agent an agreed amount for partially completed Services.

18.3. PCBDDA may at any time terminate the Contract by giving a written notice of one-month if the Agent becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Agent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

19. SEVERABILITY

19.1. If any provision of this Contract or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with the applicable law, and in its modified form, such provision shall then be enforceable and enforced.

20. NO PARTNERSHIP

20.1. The Contract shall not constitute a partnership between the Parties and that the Agent shall not in any manner represent itself as an agent or authorized representative of PCBDDA.

20.2. The Parties agree that they are not entering into this Contract as partners, co-venturers, or members of any joint business undertaking, and nothing in this Contract shall be interpreted or construed to suggest otherwise.

20.3. Each Party shall act as an independent contractor and shall be solely responsible for its own actions, employees, agents, and financial obligations.

21. DISPUTE RESOLUTION

21.1. PCBDDA and the Agent shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

21.2. The Parties agree to engage in good-faith discussions and negotiations with the aim of reaching a mutually acceptable resolution to the dispute.

21.3. In the event that a dispute, claim, or controversy arises in connection with this Contract which cannot be settled amicably between the Parties within thirty (30) days after one Party has received written notice from the other Party, such dispute shall be finally and exclusively settled by arbitration.

21.4. The arbitration shall take place in Lahore, Pakistan and shall be conducted in the English language, in accordance with the provisions of the Arbitration Act of 1940 of Pakistan.

21.5. The arbitrator shall be appointed by mutual consent of the Parties in accordance with the Arbitration Act of 1940.

21.6. The decision of the arbitrator shall be final and binding upon both Parties.

22. GOVERNING LANGUAGE AND APPLICABLE LAW

22.1. The Contract shall be written in English language. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

22.2. This Contract shall be governed by the Laws of Pakistan and the Courts of Lahore shall have exclusive jurisdiction.

23. NOTICES

23.1. Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address as mentioned below:

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. COUNTERPARTS

24.1. This Contract shall be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. ENTIRE AGREEMENT

25.1. This Contract constitutes the entire understanding and agreement between PCBDDA and the Agent concerning the subject matter herein and supersedes all prior and contemporaneous agreements, whether oral or written, between the Parties.

25.2. No representation, promise, or inducement not included in this Contract shall be binding on either Party.

25.3. Any amendments, modifications, or changes to this Contract must be in writing and signed by both Parties to be valid and enforceable.

26. WAIVER

26.1. The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of any provision or of the right therefore to

enforce any/or each and every provision of the Contract.

27. PERFORMANCE GUARANTEE

- 27.1. The Agent shall submit a Performance Guarantee amounting to PKR 50,000,000/-, in favour of Punjab Central Business District Development Authority, within fifteen (15) days from the date of signing of the Contract in the form of Insurance Bond issued by a AA or Better rated (rating by PACRA/ JCR) Insurance Company in Islamic Republic of Pakistan, acceptable to the PCBDDA.
- 27.2. The Performance Security shall be payable to PCBDDA, on occurrence of any of the following events:
- 27.2.1. If the Agent commits a default under the Contract;
 - 27.2.2. If the Agent fails to fulfil the obligations under the Contract;
 - 27.2.3. If the Agent violates any of the terms and conditions of the Contract.
- 27.3. The Agent shall cause the validity period of the performance security to be extended for a period(s) directly proportional with any extension in the term of the Contract. The Performance Security shall be returned to the Agent within thirty working days after the expiry of its validity on written request from the Agent.

IN WITNESS WHEREOF the parties hereto have set executed this Contract on the day and year above written.

SCHEDULE A

Scope of Services

The Successful Bidder will manage end-to-end Sales and Marketing solutions for Celestia IT Tower encompassing advertising, customer service, call centers, and other related areas as described below:

1. MARKETING PHASE

The Successful Bidder shall have to market the project on every possible medium for the accomplishment of the sale target and successful completion of the project:

- Social Media i.e. Meta, Google, YouTube etc.
- Standees
- Renders & Animated Videos
- TVC
- Brand Activations
- Print Media
- Outdoor Campaigns (OOH) like Streamers, Billboards, Roadside Decorations etc.
- Events (Local & International)
- The Successful Bidder shall plan to reach potential buyers and assist directorates in organizing road shows etc. nationally & internationally.
- The Successful Bidder shall have in house capability of the call center agents to cater to queries of the buyers.
- The Balloting of the properties shall be conducted by the Successful Bidder as per the requirement of the Authority.

2. SALES PHASE

- The Successful Bidder should carry out sales of the project with an inhouse team or through other agents.
- All the Documentation related to sale of the property like Ballot Letter, Allotment Letter, Possession Letter etc. shall be issued by the Authority on its sole discretion.
- The inhouse team must have national and international presence (offices).
- Sales team must have proven experience of selling Pakistani large-scale real estate developments in the domestic and foreign markets.
- The Successful Bidder shall be responsible to arrange the customer services staff on site office –site office shall be provided by the Authority.
- The Successful Bidder shall collaborate with realtors to effectively market the project.
- The Successful Bidder shall market the project in international market to get overseas clients.
- The Successful Bidder will manage its own call centers Services for the sale of the properties.

3. AFTER SALES / RECOVERY

- The Successful Bidder shall be responsible to collect the payments from the customers in favour of Punjab Central Business District Development Authority.

- Bidder to maintain in-house after-sales recovery staff to follow up with buyers / investors and ensure timelines.

4. DURATION

- The total duration of the contract shall be for one (1) year. The Contract shall be extended for a further period of one (01) year depending on the pending commitments of the Agent. After this initial period, the obligations of the Successful Bidder shall be limited to the collection of instalments from the customers. In the event that any property becomes vacated during this period, the Successful Bidder shall be required to reinstate its services for that particular property. The provision of services will continue until all outstanding instalments for the said property are fully paid. The Schedule for completion of the assignment is as follows:

Sr. No.	Schedule	Completion
1	Total 20% Sale of Allocated Property	Within 3 months from the effective date of the Contract
2	Total 50% Sales of Allocated Property	Within 12 months from the effective date of the Contract
3	Total 75% Sales of Allocated Property	Within 18 months from the effective date of the Contract
4	Total 100% Sales of Allocated Property	Within 24 months from the effective date of the Contract

5. REPORTS

- The Successful Bidder shall be responsible for the submission of weekly report to PCBDDA pertaining to Sales Target, Marketing Activities and Call Centre.

SCHEDULE B

Price Schedule

SECTION – E: Annexures

Annex-A

Proposal duly signed must be furnished along with the following Undertaking: -

(This should be written in the Rs.300 Stamp Paper)

UNDERTAKING

We, the undersigned, hereby offer to provide Services required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Request for Proposal (RFP) due for opening on May XX, 2024, for provision Sales & Marketing Services for Celestia IT Towers.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification.
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and and has no dispute with any Government Organization.
- c) We do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Bidding Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Bidding Document. We also hereby categorically confirm that we are fully capable to provide services of Real Estate Sales & Marketing as laid down in the terms of reference.

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature and Stamp [*In full and initials*]: _____

Name, ID Card No. and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

I. WITNESS

Signature: _____

Designation & ID Card No. _____

II. WITNESS

Signature: _____

Designation & ID Card No. _____

LITIGATION HISTORY INFORMATION

(Use more sheets if required)

(1) Name of Case:

(2) Court Case Identification Number

(3) Jurisdiction in which case was filed

(4) Outcome of the case

(1) Name of Case:

(2) Court Case Identification Number

(3) Jurisdiction in which case was filed

(4) Outcome of the case

Technical Proposal Submission Form

To:

Director Procurement

Punjab Central Business District Development Authority, Lahore.

Dear Sir,

We, the undersigned, offer to provide the Services in accordance with your Request for Proposal dated_____. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., we undertake to negotiate on the basis of the proposed staff/facilities. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Required services not later than the date indicated in RFP.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____ Name of Firm: _____

Address: _____

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PCBDDA]

Dear Sir,

We, the undersigned, offer our Financial Bid (Price) regarding **“Hiring of Sales & Marketing Firm for Celestia IT Tower NSIT CBD Punjab”** in accordance with your Tender (Bidding Documents).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature of Bidder [In full and initials]: _____

Name and Title of Signatory: _____

Name of Organization / Firm / Company: _____

Address: _____

FINANCIAL PROPOSAL / BID PROFORMA

Sr. #	PARTICULARS	Quoted Fee (%)
1	Success Fees in Percentage Commission	

Quoted Fee (%) in Words: _____

Note: Quoted fee must be inclusive of all kinds of taxes The Bid Performa should be completely filled otherwise, bid will be rejected. In case of difference between amounts mentioned in words and figures, amount mentioned in words shall prevail.

Signature of the Bidder with seal