PRQ No. 5638/24-06-2026

Request For Proposal (RFP)

DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER - AFFORESTATION, REFORESTATION AND REVEGETATION (ARR) PROJECT IN BALOCHISTAN

Under

The Balochistan Public Private Partnership Act, 2025

International Competitive Bidding

Volume I: Instructions to Bidders

The Forest & Wildlife Department, Government of Balochistan

RFP Publishing Date:

20 June, 2026

LETTER OF INVITATION

Reference: **DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER -AFFORESTATION, REFORESTATION AND REVEGETATION (ARR) PROJECT IN BALOCHISTAN**

The Forest & Wildlife Department, Government of Balochistan, as Implementing Agency, has put forward a proposal to develop and implement the Balochistan Carbon Offset Project and aims to engage a Private Sector Entity (PSE) under Public-Private Partnership (PPP) for a concession period of 46 Years *(01 Year Development and 45 Years O&M period)* with the Forest & Wildlife Department, Government of Balochistan) for the Afforestation, Reforestation and Revegetation (ARR) Project across 34,351 ha of eligible land across the coast of Balochistan in Districts Gwadar, Lasbela, and Hub. This project will work towards the environmental regeneration and socio-economic uplift across mangrove forests, and generate carbon credits by leveraging the opportunities offered by the global carbon markets. The project marks the first of its kind intervention in Balochistan, Pakistan.

The Implementing Agency invites "Technical Proposals and Financial Proposals" sealed under separate envelopes and enclosed in a single envelope to undertake designing, financing, construction, operation and maintenance of a ARR across 34,351 ha of eligible land across parcels, notably Sonmiani Khor, Jiwani Khor, Kalmat Khor, Sawar Khor, Sahidi Khor, and Shabi and Ankara Creeks (the **"Project"**) in the Districts Gwadar, Lasbela, and Hub (*Schedule J Site Assessment*). The is desirous of undertaking the Project as the implementing agency.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposal.

This Request for Proposal sets out, *inter alia*, the process of selecting a private partner for implementation of the Project.

In this regard, a detailed description of the Project and its objectives are given in (*Terms of Reference*). Bidders are encouraged to carefully review the Project details and local conditions before submitting their Proposals. A Bidder will be selected under Single Stage Two Envelope Procedure described in this Request for Proposal. In order for a Proposal to be evaluated by the Evaluation Committee, the Bidder(s) must meet all of the Basic Eligibility Criteria (*Annexure A*) and Technical Evaluation Criteria (*Annexure B*) requirements stated herein.

The key tentative dates (which may be extended by the Implementing Agency in its sole discretion) of the selection process are as follows:

Issuance of Request for Proposal	
RFP Issuance Date	June 20, 2026
Pre-Bid Conference (Zoom Link): ID: 853 3214 0633 Passcode: 936263	July 06, 2026 at 12:00 pm PST
Response of comments and queries on Request for Proposal	07 days prior to Proposal Submission Deadline
Submission of Proposal (the **"Proposal Submission Deadline"**)	11:00 AM PST on August 11, 2026
Opening of the Technical Proposals	11:30 AM PST on August 11, 2026
Presentation of Proposals to Evaluation Committee	Ten days from Opening of Technical Proposals
Opening of Financial Proposals	Ten days from Presentation to Evaluation Committee
Announcing the most advantageous Bidder (the Announcement)	Ten days from Opening of Financial Proposal

Issuance of Letter of Award	Within 07 days of announcement of the most advantageous Bidder
Signing of the PPP Agreement	Within 15 days of the issuance of Letter of Award

***Note: All times mentioned in this Request for Proposal are in Pakistan Standard Time.**

All Bidders who fulfill the Basic Eligibility Criteria as set forth in Annexure A (*Basic Eligibility Criteria*) are requested to submit their Proposals in accordance with this Request for Proposal by no later than 11:00 A.M. by the Proposal Submission Deadline, to:

ATTENTION: The CEO, Balochistan PPP Authority
ADDRESS: 49-A, Jinnah Town, Quetta
TELEPHONE: +92-81-*250 3098*

Technical Proposals shall be opened in the presence of Evaluation Committee at 11:30 A.M. on the Proposal Submission Deadline.

We would like to thank all Bidders for their interest in this Project.

The Chief Executive Officer,
Balochistan PPP Authority.

IMPORTANT NOTICE/DISCLAIMER

This RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its Bid for participation in the competitive bidding process conducted for the purposes of selection of a private partner for the Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary set out in this RFP.

The Bids will be reviewed in accordance with the applicable laws. None of the Government of Balochistan's entities and its relevant stakeholders in the Project (including, *inter alia*, the Procuring Agencies, the Balochistan PPP Authority, Finance Department, and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors *etc.*, make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project. Any Bid submitted in response to this RFP by any of the Bidders shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this RFP.

Any Bid/response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid in response to this RFP, the Bidder has, after a complete and careful examination, made an independent evaluation of this RFP including, without any limitation, the scope of the Project, the Project requirements, the applicable standards, applicable laws, and all information provided by the Procuring Agencies or obtained, procured or gathered otherwise, and has determined to its complete satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the requirements of this RFP. The Procuring Agencies (including its employees, personnel, agents, consultants, advisors and contractors *etc.*) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder shall have no claim whatsoever of any nature against the Procuring Agencies in this regard.

This RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, neither shall it constitute a guarantee on part of the Procuring Agencies that the Project will be awarded.

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VOLUME I:

BIDDING PROCEDURE

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Glossary

Unless expressly specified otherwise, all capitalized terms used in this RFP shall bear the meaning ascribed thereto in this Glossary.

Term	**Meaning**
Applicable Laws	Any common or customary law, constitutional law, any statute, regulation, resolution, rules, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other government restriction and any decision of or determination by or interpretation of any of the foregoing by any governmental authority, court or Competent Authority having jurisdiction over this Request for Proposal, the Project or the relevant parties (whether at a national, regional, provincial, state or local level) now or hereafter in effect, in each case as amended, re-enacted or replaced.
Basic Eligibility Criteria	Means the basic eligibility criteria provided in Schedule F of this Request for Proposal.
Bid(s)	A bid tendered by a person who is eligible under PPP Act to submit a proposal to undertake a project;
Bidder	A person or entity; (i) submitting a bid; or (ii) who intends to submit a bid and is able to substantially prove such intention;
Bidder's Collaborator	The Bidder, a Member of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, contractors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, and the Bidder's Key Individuals.
Bid Security	The security deposit that a Bidder or Lead Member (in case of a consortium) must provide, in the form of a **bank guarantee** issued by a scheduled commercial bank operating in Pakistan acceptable to the Procuring Agencies (with a minimum rating of 'AA-' by JCR VIS or an equivalent rating by PACRA), as applicable. For the bank guarantee, the same shall be in form and substance as attached hereto as **Annexure C** (*Form of Bid Security*). The bid security shall be of an amount, in Pakistani Rupee, equal to **PKR 200,000,000/- (PKR Two Hundred Million only)** which shall remain valid for a period of **180** days beyond the Bid Validity Period.
Bid Submission Date	The deadline for the Bidders to submit their Bids or any other date specified by the Procuring Agencies by way of addenda or corrigendum.
Bid Submission Time	Shall bear the meaning as stated in Section 2.1.5.
Bid Validity Period	The period of **180** days starting from the opening of the Technical Bids.

Term	**Meaning**
Black Listed	Bidder or any member of the Consortium barred from participating in any future procurement proceedings by the GoB or any government entity.
BPPP Rules	The Balochistan PPP Procurement Rules, 2021 (as amended from time to time).
Business Day	A reference to a day (other than a Sunday) on which banks in Pakistan are generally open for business.
Commitment Form	The commitment form, in form and substance as attached to this RFP as **Annexure E** (*Commitment Form*).
Competent Authority	Any agency, legislative, judicial or executive, department, ministry, public or statutory person, whether autonomous or not, of the GoB or the Government of Pakistan or any other subdivision or instrumentality thereof.
Compliant Bid	Any Bid that: (i) meets the eligibility requirements specified in this RFP; (ii) is bound in hard-book binding form to avoid the possibility of removal or insertion of page(s). All pages of the Bid must be signed and stamped in original by the Bidder's authorized representative. All the pages must be numbered starting from the first page to the last. Any Bid not substantially adhering to these requirements may be rejected by the TFEC; and (iii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Bid specified in this RFP, and is meeting all criteria and requirements stipulated in this RFP.
Concessionaire	The SPV to be established and incorporated under the applicable laws for the purposes of undertaking and implementing the Project by the winning Bidder that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOA. The Concessionaire shall be the entity that will enter into the PPP Agreement with the Procuring Agencies.
Conflict of Interest	Has the meaning given to that term in Section 1.13.1.
Consortium	A Bidder comprised of a group of two (02) and not more than three (03) enterprises formed to submit a Bid to participate in the bidding process of the Project.
Consortium Agreement	An agreement between the members of the Consortium, conveying, *inter alia*, the intent to form a

TERM	**MEANING**
	joint venture SPV with shareholding / ownership equity commitment(s), role of the members of the Consortium, in terms of Section 4.17 of this Request for Proposal.
CONSORTIUM POWER OF ATTORNEY	The power of attorney, to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium, in the form attached as **ANNEXURE D** (*Power of Attorney*) of this RFP.
CONSULTATION AND SELECTION PROCESS/COMPETITIVE SELECTION PROCESS	A process that includes this RFP; consultation with Bidders; attendance at Pre-Bid Meeting; issuance of a draft or revised version(s) of the PPP Agreement; receipt and consideration of comments from Bidders and information provided in response to a request from the Procuring Agencies; evaluation of the proposals submitted in response to this RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the RFP; and execution of the PPP Agreement.
CONTRACT PERIOD	The period commencing from the date of execution of the PPP Agreement and ending on the date falling on the earlier of: (i) 46 years following the Commencement Date; and (ii) Termination of the PPP Agreement.
DEVELOPER	The SPV to be established and incorporated under the laws of Pakistan by the Preferred Bidder for the purposes of implementation of the Project in accordance with this Request for Proposal and PPP Agreement.
FINANCIAL BID	The financial bid to be submitted by the Bidder with its Bid.
INTEGRITY PACT	The instrument entitled *Integrity Pact* as attached to this RFP as **ANNEXURE G** (*Integrity Pact*), duly signed by the Procuring Agencies and the Bidder.
JOINT BIDDING AGREEMENT	In the event a Bidder, for the purposes of this Project, forms a Consortium, an agreement between the members of the Consortium, conveying, *inter alia*, the intent to form a joint venture SPV with shareholding/ownership commitment(s).
KEY INDIVIDUAL	Key personnel required for the Project as listed under **ANNEXURE B** *(Technical Evaluation Criteria)*.
LEAD MEMBER	Any member of the Consortium that leads the Consortium and assumes the lead role to liaise

TERM	MEANING
	between the implementing partners and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding Agreement.
LETTER OF AWARD (LOA)	Means the Letter of Award issued by the Implementing Agency to the selected Bidder for selection as a Preferred Bidder subject to terms and conditions provided therein.
MEMBER	An enterprise that is part of the Bidder on an exclusive basis.
MOST ADVANTAGEOUS BID	Means a Compliant Bid that fulfils the basic eligibility criteria, technical evaluation criteria (as provided under this RFP), and quotes the **Highest Additional GOB Revenue Share (%).**
NET ASSETS	Equals to total assets minus (-) total liabilities (excluding any revaluation reserve surplus.
PDF COST	The BPPPA has incurred certain costs towards development of this project. The concessionaire is required to reimburse this cost to the BPPPA amounting to PKR 30,000,000/- (Pak Rupees Thirty Million Only) as per the provisions of the Balochistan PPP Act, 2025. The amount shall be paid by the concessionaire during the first 12 months of operations.
PERFORMANCE SECURITY	Means a first demand irrevocable, unconditional and without recourse **bank guarantee**, issued by a scheduled commercial bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Procuring Agencies, in the form of a bank guarantee, guaranteeing the payment to the Procuring Agencies of an amount as stipulated in the PPP Agreement.
PPP	Public Private Partnership.
PPP ACT	The Balochistan Public Private Partnership Act 2025 (as amended from time to time).
PPP AGREEMENT	The agreement to be executed between, the Implementing Agency and the Developer in pursuance of this Request for Proposal as provided in RFP.
PPP AUTHORITY	The Balochistan Public Private Partnership Authority, Government of Balochistan.
PRE-BID CONFERENCE	The conference(s) relating to the queries raised and clarifications sought by the prospective Bidders (refer *Data Sheet*).
PREFERRED BIDDER	The Bidder that will be declared successful by the TFEC and be selected by the Procuring Agencies pursuant to

Term	Meaning
	the Competitive Selection Process and in accordance with the terms of this RFP to enter into the PPP Agreement and implement the Project.
Preferred Bidder's Collaborator	The Preferred Bidder, a Member of the Preferred Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, and the Preferred Bidder's Key Individuals.
Procuring Agencies / GoB Parties	Balochistan Public Private Partnership Authority and the Forest & Wildlife Department, Government of Balochistan.
Project	Has the meaning ascribed thereto in Section 1.
Project Cost	Means the project cost as indicated in the Proposal by the Bidder for the Project.
Request for Proposal/RFP	This request for proposal and all volumes, appendices, and addenda thereto, including: • Volume 1 – Instructions to Bidders; • Volume 2 – Technical Documents And Scope Of Work and • Volume 3: Draft PPP Agreement;
Single Stage Two Envelope Procedure	Means the process detailed under Rule 28(a) of the Balochistan Public Private Partnership Rules, 2022.
SPV	Has the meaning given to the term in Section 1.6.6.
Stamp Duty	The concessionaire is required to pay the stamp duty amounting to 0.25% of the total contract value.
Success Fee	The Concessionaire is required to pay the success fee to the BPPPA amounting to PKR 5,000,000/- (Pak Rupees Five Million Only) as per the provisions of the Balochistan PPP Act, 2025.
Technical and Financial Evaluation Committee/TFEC	The technical and financial evaluation committee formed in accordance with the applicable laws of Pakistan for the purpose of analysing and evaluating the Bids.
Technical Bid	The technical bid submitted by the Bidder in response to this RFP.
TOR	Has the meaning given to that term in Section 1.1.3.

1. INFORMATION FOR BIDDERS

1.1 INTRODUCTION

1.1.1 The 770 Km long Balochistan coastline is home to significant mangrove ecosystems that harbor rich marine resources upon which the country and local livelihoods depend on, mangrove ecosystems are also critical carbon sinks with tremendous potential to sequester emissions and accelerate Pakistan's environmental resilience. This project builds on this premise and aims to harness the opportunities offered by the global carbon markets to develop an Afforestation, Reforestation and Revegetation (ARR) project across 34,351 ha of eligible area for mangrove afforestation on the coasts of Districts Gwadar, Lasbela, and Hub. This project marks a significant step for Balochistan province to initiate action towards carbon markets to not only ensure environmental security and ecosystem regeneration, but also harness carbon finance for sustainable development and socio-economic upliftment, positioning it as a trailblazer in the field of climate action.

1.1.2 The Project entails major benefits to the GoB in terms of carbon revenue, employment opportunities to local communities and improved socio-economic landscape, creation of revenue generating activities on the coastline, and co-benefits such as environmental resilience and improved health, education, and other basic services.

1.1.3 The Bidder is required to design and implement the ARR carbon market project and the GoB shall provide such land to the Bidder to establish the Project along Balochistan coastline, notably ***Sonmiani Khor, Kalmat Khor, Jiwani Khor, Sawar Khor, Sahidi Khor, Shabi and Ankara Creeks*** **(the "Project Site")** under a public-private partnership. The site assessment of the 06 project locations is attached in **Schedule J (Site Assessment)**.

1.1.4 This Request for Proposal is being issued as a part of the competitive selection process to invite the Bidders to submit the Proposals with the intent to enter into a PPP Agreement for the Project. Further details on the scope of work are available in Schedule H (Scope of Work) of this Request for Proposal.

1.1.5 Bidders are encouraged to submit their respective Proposals after visiting the Balochistan coast, identifying an appropriate Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws of Islamic Republic of Pakistan including but not limited to Balochistan Public Private Partnership Act, 2025, Balochistan Public Private Partnership Rules, 2022, the Balochistan Environment Protection Act 2012, the general and local conditions associated with implementing the Project and any other matter considered relevant by them. All costs related to the visits to the Balochistan coast and for identification of the Project Site shall be solely borne by the Bidders and, regardless of the Proposal and competitive selection process outcome, the Implementing Agency shall not be liable in any manner for any costs incurred as a result of such visit(s).

1.1.6 Any Proposal submitted in response to this Request for Proposal is submitted upon a full understanding and agreement of terms of this Request for Proposal and, therefore, the submission of Proposals in response to this Request for Proposal shall be deemed as acceptance to the said terms.

1.1.7 The recipients of this Request for Proposal are hereby invited to submit the Technical Proposal and the Financial Proposal in respect of the services required for the Project.

1.1.8 The Procuring Agencies intend to engage a private party on Public Private Partnership (PPP) mode.

1.1.9 The recipients of this RFP are hereby invited to submit a Bid in respect of the Project and the services required for the Project.

1.1.10 A brief description of the Project and its objectives are given in this RFP. Details are provided in Section 4 (*Terms of Reference*) (the **"TOR"**).

1.1.11 The Bidders will be given the opportunity to discuss their comments and suggested changes to this RFP and technical specifications of the Project in the Pre-Bid Meeting..

1.1.12 While the information set out, or referred to, or included by reference in this RFP, the Procuring Agencies gives no representation whatsoever that this RFP (or any instrument/document issued hereunder) is comprehensive or that it has been independently verified.

1.1.13 The Procuring Agencies do not make any representation or warranty, express or implied, as to the accuracy or completeness of such information, or any information on which this RFP is based, or any other background or reference information or documents prepared and made available to the Bidders, and any liability related to such information is hereby expressly disclaimed.

1.1.14 Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the Procuring Agencies with respect to such information.

1.1.15 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as acceptance to the said terms.

1.2 AWARD OF PROJECT

1.2.1 It is anticipated that through the Competitive Selection Process, one (1) of the Bidders will be selected as the Preferred Bidder, who will then be offered the opportunity to incorporate the SPV in terms of this RFP and the LOA, which SPV shall subsequently enter into the PPP Agreement (as the Concessionaire) for the purposes of the Project.

1.2.2 The award of Project shall be made to such Bidder who is compliant with the technical and financial parameters as set out in this RFP.

1.3 INDICATIVE SCHEDULE

The key tentative dates (which may be extended by the Implementing Agency in its sole discretion) of the selection process are as follows:

Issuance of Request for Proposal	
RFP Issuance Date	June 20, 2026
Pre-Bid Conference (Zoom Link): ID: 853 3214 0633 Passcode: 936263	July 06, 2026 at 12:00 pm PST
Response of comments and queries on Request for Proposal	07 days prior to Proposal Submission Deadline
Submission of Proposal (the **"Proposal Submission Deadline"**)	11:00 AM PST on August 11, 2026
Opening of the Technical Proposals	11:30 AM PST on August 11, 2026
Presentation of Proposals to Evaluation Committee	Ten days from Opening of Technical Proposals
Opening of Financial Proposals	Ten days from Presentation to Evaluation Committee
Announcing the most advantageous Bidder (the Announcement)	Ten days from Opening of Financial Proposal
Issuance of Letter of Award	Within 07 days of announcement of the most advantageous Bidder

Signing of the PPP Agreement	Within 15 days of the issuance of Letter of Award

Note: All times mentioned in this Request for Proposal are in Pakistan Standard Time.

1.4 STRUCTURE OF THIS RFP

1.4.1 This RFP contains the following volumes and their respective appendices and schedules:

(a) VOLUME 1 – INSTRUCTIONS TO BIDDERS.

(b) VOLUME 2 – TECHNICAL DOCUMENTS AND SCOPE OF WORK.

(c) VOLUME 3 – DRAFT PPP AGREEMENT.

1.5 NO OBLIGATION TO SELECT OR PROCEED

1.5.1 Notwithstanding any other section in this RFP, by submission of a Bid by a Bidder, such Bidder and each firm, corporation or individual member of the same, acknowledges and agrees that:

(a) the Procuring Agencies may, at their sole discretion, refuse to consider and completely withdraw from the Consultation and Selection Process; or decide to terminate the entire bidding process, prior to the acceptance of a Bid, without justifying the grounds thereof; or decide to proceed with the Project under a new procurement process (including any new PPP procurement process); or decide to proceed with the Project in some manner other than as a PPP; or reject any Bid that, in the sole opinion of the Procuring Agencies, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the Procuring Agencies, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under this RFP by a Bidder or a Bidder's Collaborator, or for any other reason whatsoever as per BPP Rules;

(b) the Procuring Agencies' decision with respect to the compliance or non-compliance of a Bid shall be final and binding and that the Procuring Agencies shall in no way be obliged to consult the Bidder in making their decisions; and

(c) any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of the terms related to the aforementioned points (a) and (b) and therefore the submission of the Bids in response to this RFP would be deemed as an acceptance to the aforesaid terms.

1.6 COSTS AND EXPENSES INCURRED BY THE BIDDERS

1.6.1 All costs, expenses and liabilities incurred by any Bidder (including all its Consortium members, as applicable) in connection with the preparation and submission of the Bids, including the provision of any additional information, attendance at meetings, conducting due diligence, engagement of consultants, advisors and contractors *etc.*, and in discussion with the Procuring Agencies shall be, in each case, borne by the Bidders (including all its Consortium members, as applicable).

1.7 DOCUMENTS

1.7.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission under this RFP.

1.7.2 Bidders requiring any clarification regarding this RFP and/or any documents/forms and instruments to be submitted pursuant to this RFP must notify the Procuring Agencies, in writing, preferably not later than four (4) Business Days after to the respective Pre-Bid Meeting relating to this RFP matters, as such time period and number of meetings may be extended or amended at the sole discretion of the Procuring Agencies. Any request for clarification in writing, or by email, shall be sent to the Procuring Agencies' address indicated in Section 2 (*Data Sheet*). The Procuring Agencies shall respond in writing or by email to such requests and copies of the response shall be sent to all Bidders.

1.7.3 At any time before the submission of the Bids, the Procuring Agencies may for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify any of the documents listed in Section 2 (*Data Sheet*) by amendment. The amendment shall be sent in writing or by email to all the Bidders and shall be binding on them. The Procuring Agencies may, at its sole discretion, extend the deadline for the submission of Bids.

1.7.4 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the Procuring Agencies should liaise and shall provide such representative's details including designation and all relevant contact details. Legal documentation (*e.g.* power of attorney, board resolutions and/or other legally binding authorization) for appointment of the authorized representative of the Bidder (and in case the Bidder is a Consortium, the Lead Member) shall be provided with the Bid.

1.8 SUBMISSION OF THE BIDS

(a) Each Bidder shall submit only one (1) Bid including one (01) original Technical Bid and one (1) original Financial Bid and four (4) hard copies of Technical Proposal, along with one (1) soft copy (on USB) of Technical Proposal, as indicated in Section 2 (*Data Sheet*).

Each Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Bid shall be placed in a sealed envelope clearly marked TECHNICAL BID and the Financial Bid in the sealed envelope clearly marked FINANCIAL BID. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE. Any Bidder who submits or participates in more than one (1) Bid will be disqualified.

(b) The original and each copy of the Bid shall be prepared in indelible ink and shall be signed by an authorized representative of the Bidders. The representative's authorization shall be confirmed by a written power of attorney accompanying the Bids.

(c) Each Bid shall be bound in the hard book binding form. All pages of the Bid must be signed and stamped in original by the Bidder's authorized representative. All the pages must be numbered starting from the first page to the last.

ANY BID NOT SUBSTANTIALLY ADHERING TO THESE REQUIREMENTS MAY BE REJECTED BY THE TFEC.

(d) In case of any discrepancy between the original and the copies of the Bid, the original shall prevail.

(e) The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialled by the authorized person or persons signing the Bid.

(f) The Bids shall be delivered on or prior to the Bid Submission Date, and the Bids shall be opened in accordance with Section 2.2 (*Opening of Bids*).

(g) The Bids shall be valid for the number of days as stated in this RFP from the date of opening of Technical Bids. During this period, the Bidders shall keep available the professional staff proposed for the assignment.

(h) In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing a Lead Member of the Consortium and identifying the roles of each

Consortium Member. Following the Bid Submission Date, there shall be no change in the Consortium, by addition/withdrawal of a consortium member or change in percentage shareholding of any consortium member, except as may be permitted under the PPP Agreement.

(i) The Integrity Pact, duly signed by the Procuring Agencies and the Bidders (in case the Bidder is a Consortium, by the Lead Member), shall be submitted.

(j) Either a board resolution or an authority letter, authorising the person(s) signing the Bid on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be submitted.

(k) Each Bidder shall provide a Bid Security in a sealed envelope with its Technical Bid and such Bid Security shall be required to be valid for an initial period of Ninety (90) days plus One Eighty (180) days beyond the original Bid Validity Period making it a total of Two Seventy (270) days effective from the date of opening of Technical Bids. The Procuring Agencies may extend such period, at its discretion, in accordance with the applicable laws.

(l) The TFEC will evaluate the Bids to select the Preferred Bidder. The Bidder that, *inter alia*, submits a Compliant Bid which meets all the requirements in this RFP required by the Procuring Agencies for implementing the Project shall be considered, for selection, as the Preferred Bidder.

1.9 **FINALIZATION OF THE TRANSACTION**

1.9.1 Following completion of the bidding process under this RFP, once the Preferred Bidder is announced, necessary negotiations will take place to finalize the PPP Agreement, provided that such negotiations shall not amend or vary any financial and/or technical aspects on which the Bids are invited. After the Preferred Bidder is selected, the Procuring Agencies shall issue a letter of award (the **"Letter of Award/LOA"**) to the Preferred Bidder, which shall require the Preferred Bidder to accept the LOA in terms of the timelines contemplated in the LOA. Issuance of the LOA shall be subject to the necessary approvals and recommendations of the competent authority(ies).

1.9.2 The Preferred Bidder shall, as a key condition of this RFP and the LOA (subsequent to the issuance of the LOA), procure, *inter alia*, incorporation of a *special purpose vehicle/company* (the **"SPV"**) that shall be a locally registered company incorporated in accordance with the laws of Pakistan and such SPV shall be the Concessionaire for the purposes of the Project. The SPV shall, upon incorporation and finalization of the PPP Agreement, enter into the PPP Agreement (*as the Concessionaire*) for the purposes of the Project. The Concessionaire shall be obligated to replace the Bid Security (prior to the expiry of the Bid Security) with the Performance Security in terms of the LOA and the PPP Agreement. In case the Bid Security expires before the furnishing of the Performance Security, the Bid Security shall be renewed and kept valid by the Preferred Bidder until the Performance Security has been furnished.

1.9.3 The Performance Security shall be submitted by the Concessionaire, subsequent to the issuance of the LOA, which shall be valid from the date of its submission until such date as mentioned in the PPP Agreement.

1.9.4 Should the Bidder refuse to sign the final version of the PPP Agreement with the Procuring Agencies in the agreed-upon form and content, the Procuring Agencies shall be entitled to encash the full amount of the Bid Security or the Performance Security (as the case maybe) and retain and use the proceeds at its sole discretion.

1.9.5 In the event that the Preferred Bidder fails to provide the Performance Security to the Procuring Agencies sixteen (16) days prior to the expiry of the Bid Security, the Procuring Agencies shall become entitled, fifteen (15) days prior to the expiry of the Bid Security, to encash the Bid Security in full.

1.10 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION AND SELECTION PROCESS

1.10.1 The Procuring Agencies may, at their sole discretion, at any time, and for any reason whatsoever, without becoming liable to any Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Project, by extending any deadline or time limit specified herein, or by suspending, postponing, or terminating all or any part of the Competitive Selection Process. Any addendum shall be issued by the Procuring Agencies in writing and the same will be explicitly identified as an addendum to this RFP.

1.10.2 Without limiting the scope of Section 1.7.1 above, even though the Procuring Agencies intend to name a Preferred Bidder and sign a PPP Agreement, if the Procuring Agencies fails to receive at least one (1) Compliant Bid for which all government approvals (excluding the environmental approbations required) have been obtained, the Procuring Agencies reserves the right to terminate the Competitive Selection Process.

1.10.3 If the Procuring Agencies terminate the Competitive Selection Process, the Procuring Agencies reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the Procuring Agencies considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder's Collaborators.

1.10.4 In the event that the Procuring Agencies rejects or annuls all the Bids, it may, at its discretion, restart the Competitive Selection Process.

1.10.5 The Procuring Agencies reserves the right to terminate the Competitive Selection Process. The Procuring Agencies shall, upon request by any of the Bidder, communicate to such Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

1.10.6 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.7 (*Potential Changes To Or Termination Of The Consultation and Selection Process*) and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.11 NO CONTRACT

1.11.1 No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form found in **ANNEXURE E** (*Commitment Form*)), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.

1.11.2 The Procuring Agencies and/or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Bidder or any Bidder's Collaborators arising from this RFP or any Bid submitted in response to it, or from the Competitive Selection Process.

1.11.3 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*No Contract*) and therefore the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.12 NO COLLUSION

1.12.1 By submitting a Bid, the Bidder and each firm, corporation or individual member of the Bidder represents and confirms to Procuring Agencies with the knowledge and intention that Procuring Agencies may rely on such representation and confirmation that its Bid has been prepared without collusion or fraud, and is in fair competition with the other Bidders and the Bid of the other Bidders.

1.12.2 The Procuring Agencies reserve the right to disqualify any Bidder that, in the Procuring Agencies' opinion, has engaged in collusion in connection with the Project.

1.13 PROJECT TEAM

1.13.1 The Procuring Agencies are managing and coordinating activities related to the Competitive Selection Process and matters relating to the same.

1.13.2 The Procuring Agencies have designated a project director who has been mandated to oversee the entire work required to be carried out in respect of the Project.

1.13.3 Any other person or enterprise that has a contract with the Procuring Agencies to work on this Project is ineligible to participate in the Competitive Selection Process, unless specifically exempted by the Procuring Agencies.

1.14 NO CLAIMS

1.14.1 The Procuring Agencies shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder or any firm, corporation or individual member of a Bidder, in preparing and submitting a Bid or participating in negotiations for the PPP Agreement or any other activity related to or arising out of this RFP. In furtherance of the foregoing, the Bidder shall participate in the Competitive Selection Process based on a clear understanding that the Procuring Agencies, its entities and its relevant stakeholders in the Project (including, *inter alia*, the PPP Unit, any other department of Government of Balochistan and the TFEC) and, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., stand released from such claims. For avoidance of doubt, the afore-stated release and its acceptance by the Bidders is a pre-condition to participation in the Competitive Selection Process.

1.15 NO CONFLICT

1.15.1 There shall be no conflict of interest (the **"Conflict of Interest"**) of any of the Bidders that affects the Competitive Selection Process. In case a Bidder contemplates any Conflict of Interest, till the issuance of the LOA, the Bidder shall immediately notify the Procuring Agencies in writing of such Conflict of Interest. Moreover, in the event the Procuring Agencies identify any Conflict of Interest through their sources, the Procuring Agencies shall, in their sole discretion, decide whether such conflict constitutes a Conflict of Interest. In case any Bidder is found to have a Conflict of Interest, it shall be disqualified. In the event of disqualification, the Procuring Agencies shall encash and appropriate the Bid Security (submitted by the Bidder in accordance with the terms of this RFP), as mutually agreed genuine pre-estimated compensation and damages payable to the Procuring Agencies for, *inter alia*, the time, cost and effort of the Procuring Agencies, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Procuring Agencies hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:

(a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, or a constituent thereof in the other Bidder (s) (or any of its constituents), is less than five percent (5%) of its paid up and subscribed capital; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (other than the subsidy is made to one Bidder, as allowed in subsection (a) above); or

(d) such Bidder has the same legal representative for purposes of the Bid as any other Bidder; or

(e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bidder of either or each of the other Bidder; or

(f) such Bidder has participated as a consultant to the Procuring Agencies in the preparation of any documents or technical specifications of the Project.

1.15.2 A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the Procuring Agencies in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project during the Competitive Selection Process. In the event any such adviser is engaged by the Preferred Bidder or the Concessionaire, as the case may be, without prejudice to any other right or remedy of the Procuring Agencies (including the encashment and appropriation of the Bid Security or the Performance Security, as the case may be) which the Procuring Agencies may have thereunder or otherwise, the LOA or the PPP Agreement, as the case may be, shall be liable to be terminated without the Procuring Agencies being liable, in any manner whatsoever, to the Preferred Bidder or Concessionaire for the same.

1.15.3 The Procuring Agencies reserve the right to disqualify any Bidder that in the Procuring Agencies' opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.

Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.13 (*No Conflict*) and therefore the submission of a Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.16 ONLY ONE PROPOSAL

1.16.1 A Bidder shall only submit one (1) Proposal including any Proposal submitted by a Bidder with a Consortium. If a Bidder submits or participates in more than one (1) Proposal, such Bidder shall be disqualified.

2 BIDDING PROCEDURE AND DETAILS

2.1 INFORMATION FOR BIDDERS

2.1.1 THE ASSIGNMENT

The 770 Km long Balochistan coastline is home to significant mangrove ecosystems that harbor rich marine resources upon which the country and local livelihoods depend on, mangrove ecosystems are also critical carbon sinks with tremendous potential to sequester emissions and accelerate Pakistan's environmental resilience. This project builds on this premise and aims to harness the opportunities offered by the global carbon markets to develop an Afforestation, Reforestation and Revegetation (ARR) project across 34,351 ha of eligible area for mangrove afforestation on the coasts of Districts Gwadar, Lasbela, and Hub. This project marks a significant step for Balochistan province to initiate action towards carbon markets to not only ensure environmental security and ecosystem regeneration, but also harness carbon finance for sustainable development and socio-economic upliftment, positioning it as a trailblazer in the field of climate action.

The Project entails major benefits to the GoB in terms of carbon revenue, significant return on capital invested, employment opportunities to local communities and improved socio-economic landscape, creation of revenue generating activities on the coastline, and co-benefits such as environmental resilience and improved health, education, and other basic services.

The Bidder is required to design and implement the ARR carbon market project and the GoB shall provide such land to the Bidder to establish the Project along Balochistan coastline, notably Sonmiani Khor, Kalmat Khor, Jiwani Khor, Sawar Khor, Sahidi Khor, Shabi and Ankara Creeks (the "Project Site") under a public-private partnership. The site assessment of the 06 project locations is attached in Schedule J (Site Assessment).

2.1.2 PROJECT TENOR

In addition to the matters set out in this RFP, it is currently envisaged that the term of the Project will be for forty five (45) years (O&M Period), further extendable for additional term(s) of forty five (45) years (O&M Period) each subject to satisfactory performance of the Concessionaire in accordance with terms and conditions defined in the final PPP Agreement.

Following the expiry of the Project term, possession of the Project related assets shall be transferred to the Procuring Agencies. The Project shall be structured pursuant to the PPP Agreement, to be entered into between the Procuring Agencies and the Concessionaire (being the SPV to be established and incorporated under the laws of Pakistan for the purposes of the Project by the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOA). The Project will be awarded through a Competitive Selection Process open to Bidders.

Any other errors or omissions in a Bid will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their Bid, to the TFEC's satisfaction, within the time limits specified in the request. However, under no circumstances can Bidders amend the Financial Bid as a result of clarifying or rectifying their Bid.

2.1.3 QUERIES AND CLARIFICATIONS

(a) Queries and clarifications relating to the technical matters, matters relating to this RFP and financial matters, shall reach at least seven (07) Business Days prior to August 11, 2026, as such time period and number of meetings may be extended or amended at the sole discretion of the Procuring Agencies.

(b) All such queries and clarification bearing reference of the Project shall be sent on email.

(c) The Bidders are requested to submit any substantive questions in writing or through fax or email to reach the Procuring Agencies, unless otherwise permitted by Procuring Agencies in their sole and absolute discretion, preferably not later than four (4) Business Days prior to bid openings date.

(d) It shall be assumed by the Procuring Agencies that all the queries, comments and concerns of the Bidders have been addressed and answered post email response. Furthermore, any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

2.1.4 LANGUAGE

The Proposal as well as all related correspondence exchanged by the Bidders and the Implementing Agency shall be written in English.

2.1.5 PROJECT LIAISON

The contact details for the primary persons designated for this RFP are:

TO : CONSERVATOR OF FORESTS, COASTAL CIRCLE
ATTENTION : CONSERVATOR OF FORESTS, COASTAL CIRCLE
PHONE : *[Relevant Phone No.]*
ADDRESS : OFFICE OF THE CONSERVATOR OF FORESTS, FOREST COMPLEX AT UTHAL, LASBELA.

2.1.6 BID SUBMISSION: TIME AND PLACE OF DELIVERY

All Bids shall be submitted in a sealed envelope no later than **11:00** A.M.(Pakistan Standard Time) on August 11, 2026 (the **"Bid Submission Time"**) to the following address and marked for the attention of:

ATTENTION : CONSERVATOR OF FORESTS, COASTAL CIRCLE
ADDRESS : OFFICE OF THE CONSERVATOR OF FORESTS, FOREST COMPLEX AT UTHAL, LASBELA.
TELEPHONE : *[Relevant Phone No.]*

2.1.7 Bids received after the Bid Submission Time shall be returned to the sender unopened. Bidders are responsible for ensuring that their Bids are submitted at the time and place specified in Section 2.1.5 (*Bid Submission: Time and Place of Delivery*).

2.1.8 The sealed envelope shall include one (1) original Technical Bid and four (04) hard copies, with one soft copy of Technical Proposal (on USB) and shall also include additional relevant supporting documents and forms, as identified in this RFP and as per the guidelines given in Section 2 (*Data Sheet*).

2.2 OPENING OF THE BIDS

2.2.1 The Procuring Agencies will open the Bids at the Office of the Project Director, UGPP (Wildlife) Component, Quetta, Balochistan, in the presence of Bidders or their authorized representatives who choose to attend, at a Bid opening meeting. The Bidder representatives who are present shall sign a register in evidence of their attendance.

2.2.2 The Technical Proposals will be opened on August 11, 2026 at the address mentioned above at **11:30** A.M. PST.

2.3 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

2.3.1 The Bids will be reviewed by a TFEC constituted in accordance with the applicable laws and the requirements set out in this RFP. The TFEC will select such Bidder as the Preferred Bidder who has submitted a Compliant Bid, in addition has met the eligibility criteria and the technical evaluation criteria and has offered the Most Advantageous Bid based on the financial evaluation criteria set out in this RFP.

2.4 BID EVALUATION PROCESS

2.4.1 The examination and review of the Bids shall commence after the opening of Bids. The Bids shall be evaluated based on the criteria set out in this RFP.

2.4.2 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.4 (*Bid Evaluation Process*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

2.5 EVALUATION CRITERIA

2.5.1 The TFEC shall carry out its review and examination of the Bids submitted by Bidders.

2.5.2 The Bid must be submitted at the place and by the deadline specified in Section 2.1.5 (*Bid Submission: Time and Place of Delivery*).

2.5.3 The Commitment Form, with no amendments or changes thereto, must be signed by the Bidder and its Members.

2.5.4 Duly passed resolutions giving the representative of the Bidders (and each of its Members, in case of a Consortium) signing authority must accompany the Bid. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.

2.5.5 The declaration, in form and substance attached hereto as **ANNEXURE F** (*Declaration*), with no amendments or changes thereto, must be signed by the Bidders and their Members.

2.5.6 Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE G** (*Integrity Pact*), with no amendments or changes thereto, must be signed by the Bidder.

2.5.7 COMMERCIAL COMPLIANCE

(a) In case the Bidder is a Consortium, once the Bid is submitted, such Bidder must be bound by the Joint Bidding Agreement.

(b) Key Individuals who are not employees of the Bidder or of a Member of the Bidder must complete and sign the Commitment Form as provided in **Annexure E** (*Commitment Form*), with no amendments or changes thereto.

(c) Bid must not be conditional.

2.5.8 A Bid submitted in response to this RFP by a Bidder shall contain *inter alia*, the following:

(a) The information specified in Section 3 (*Standard Bid Forms*).

(b) A Technical Bid meeting the requirements set out under this RFP.

(c) A Financial Bid meeting the requirements set out under this RFP.

2.5.9 SCORING CRITERIA – TECHNICAL EVALUATION OF BID

(a) The Bid of only those Bidders shall be considered who meet the Basic Eligibility Criteria set forth in **ANNEXURE A** (*Basic Eligibility Criteria*) of this RFP.

(b) The TFEC shall carry out its evaluation, applying the evaluation criteria and point system specified in this RFP. Each responsive Technical Bid shall be attributed to a score out of a total of one hundred (100) points.

(c) After complete evaluation of the Technical Bids, the Financial Bids of the Bidders, who have been qualified technically, shall be opened and evaluated. This qualification shall be based on the Bidder achieving a technical score, equal or higher than seventy (70) points.

(d) Technical Bids scoring less than seventy percent (70%) points shall be rejected.

The detailed evaluation criteria is set out in **ANNEXURE B** (*Technical Evaluation Criteria*) below.

2.5.10 FINANCIAL EVALUATION:

(a) The TFEC will select such technically qualified Bidder as the PREFERRED BIDDER, who has the Most Advantageous Bid in accordance with the requirements of this RFP.

2.6 OTHER CONSIDERATIONS

2.6.1 The Bids must not be qualified, in any way whatsoever, apart from as allowed under this RFP and must be submitted strictly in accordance with this RFP.

2.6.2 All Bids and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR).

2.6.3 The Bids must be signed by the authorized signatory of each of the Bidders and where applicable, each Consortium member, signing under a power of attorney, substantially in the form specified in **ANNEXURE D** (*Power of Attorney*), a copy of which is to be provided with the Bids.

2.6.4 The Bid submitted in response to this RFP must also accompany a board resolution or an authority letter, authorising the person(s) signing the Bid documents on behalf of the Bidder. In case the Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative on behalf of the Bidder to sign the Bid documents shall be provided.

2.7 CLARIFICATION OF BIDS

2.7.1 The TFEC may, at its discretion, during the evaluation after the Bid Submission Date, invite a Bidder to provide a presentation and/or clarification of its Bid, either in writing or by meeting directly with the TFEC. The TFEC is not required to invite any such presentation and/or clarification, or to have a meeting with any Bidder, and the TFEC may, at its discretion, invite such presentations or clarifications from only one (1) or some of the Bidders. The TFEC may consider such presentations and clarifications in the evaluation of a Bid.

2.7.2 Except upon invitation and request from the TFEC, no additional information may be submitted after the Bid Submission Date. The TFEC will have no obligation to request a Bidder to provide missing or deficient information.

2.7.3 Any Bids submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.7 (*Clarification of Bids*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

2.8 SELECTION OF PREFERRED BIDDER

2.8.1 The TFEC will make the selection of the Preferred Bidder in accordance with the terms of this RFP.

2.8.2 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.8 (*Selection Of Preferred Bidder*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the aforesaid terms.

2.9 RIGHT TO NEGOTIATE

2.9.1 Subject to the requirement of the applicable laws, BPPP Rules and the PPP Act, after selection of the Preferred Bidder, the Procuring Agencies reserve the right to negotiate changes to the Bid or to any of the terms of the PPP Agreement, provided however, the Preferred Bidder will not be entitled to initiate changes to its Bid except voluntarily discounts, or to the PPP Agreement.

2.9.2 Any Bids submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.9 (*Right to Negotiate*), and the terms of this RFP and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the aforesaid terms.

3.1 INFORMATION CONCERNING THE BIDDER

3.1.1 DESCRIPTION OF THE BIDDER

Each Bidder must provide the following information:

(a) A detailed description of the Bidder, including:

(i) legal name;

(ii) complete head office/branch office/subsidiary contact information, including mailing address, telephone and fax numbers, and an e-mail address; and

(iii) incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.

(b) In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Bid. The legally binding and enforceable Consortium Agreement between each Consortium Member shall include, at a minimum, the following representations, undertakings, terms, conditions and requirements:

(i) mention date and place of signing;

(ii) convey the intent to form an SPV (with shareholding/ownership commitment(s)) which would enter into the PPP Agreement and subsequently perform all the obligations of the Concessionaire in terms of the PPP Agreement, in case the Project is awarded to the Consortium;

(iii) Specify the designated Lead Member, nominated by the Consortium, as its representative and clearly outline the proposed roles and responsibilities, if any, of each member (including each Member). Mention delineation of duties, responsibilities and scope of work to be undertaken by each Member along with resources committed by each partner/member of the Consortium for the proposed services;

(iv) Each Consortium Member shall authorise the Lead Member to sign and submit the Bid on its behalf and participate in the Bidding Process.

(v) The proportion of the Ownership Stake in the SPV to be held by each Consortium Member in the SPV.

(vi) commit that all of the Members (whose credentials will be evaluated for the purposes of this RFP) shall subscribe to a cumulative of one hundred percent (100%) of the paid-up capital of the Concessionaire. The Lead Member shall undertake, and all Consortium Members shall confirm, that the Lead Member shall maintain a minimum of fifty-one percent (51%) Ownership Stake in SPV. Further, it shall also commit that the members of the Consortium shall neither undertake nor shall they permit: (A) a change in the Consortium, by addition/withdrawal of a consortium member or change in percentage shareholding of any consortium member, except as may be permitted under the PPP Agreement; (B) any change in control of the Concessionaire except as permitted under the PPP Agreement. Further, it shall also commit that no member of the Consortium shall, express with the prior written consent of the

Procuring Agencies, sell, transfer, convey or otherwise dispose its direct and/or indirect, legal and/or beneficial ownership in the Concessionaire;

(vii) The other Consortium Members should hold at least ten percent (10%) Ownership Stake in the SPV and there cannot be more than three (3) Consortium Members in a Consortium.

(viii) Confirmation that the terms of the Consortium Agreement shall not be changed, amended or modified in any manner during the Bidding Process without prior consent of the Procuring Agencies, provided that no such change shall impact the minimum requirements set out in the RFP.

(ix) mention duties, responsibilities and powers of the Lead Member;

(x) provide for the members of the Consortium to undertake that they shall collectively submit/include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Concessionaire in relation to the Project; and

(xi) except as provided under this RFP, there shall not be any amendment to the Joint Bidding/Consortium Agreement without the prior written consent of the Procuring Agencies.

(c) In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Project. Further, in case of a single Bidder, the Bidder shall neither undertake nor shall it permit any change in control of the Concessionaire. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, except with the prior written consent of the Procuring Agencies, sell, transfer, convey or otherwise dispose its direct and/or indirect, legal and/or beneficial ownership in the Concessionaire.

(d) Annual audited financial statements for the past three (03) years audited by registered audit firm in the relevant jurisdiction, or tax returns of past three (03) years, if applicable must be provided by each Member of the Bidder.

(e) Complete profile of the Bidder, including all the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and/or undertaken for the Procuring Agencies by the Bidder in any manner whatsoever.

(f) In case, after Bid Submission Date, a Bidder requests the Procuring Agencies to amend any part of the Bid, including but not limited to, change in Joint Bidding Agreement, which is not accepted by the Procuring Agencies/TFEC or acceptable by Procuring Agencies /TFEC according to this RFP and/or the applicable laws, in such case, the Bid may be deemed withdrawn by the Procuring Agencies, within the time period as stipulated in the correspondence between the Procuring Agencies and such Bidder. The Bid Security of such Bidder shall be forfeited in favour of the Procuring Agencies.

3.1.2 ROLES OF MEMBERS

Each Bidder must describe in detail the individual roles of their Members, as well as the nature of their planned legal relationships between them. They must also produce a complete corporate organizational chart depicting interrelationships.

3.1.3 ROLE OF KEY INDIVIDUALS

The Bidder must describe in detail the roles of Key Individuals by drawing up one or more organizational charts for the various stages indicating each person's function and relationships during these stages, including the roles of Key Individuals.

3.1.4 **INTELLECTUAL PROPERTY RIGHTS**

The Bidder must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Bid, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

3.1.5 **SUPPORTING INFORMATION & DOCUMENTATION**

Each Bidder may submit any other supporting information or documentation that may assist the TFEC in the evaluation process and the same may be annexed to the Bid.

3.2 BID SECURITY

3.2.1 A Bid submitted in response to this RFP, submitted by the Lead Member in case of consortium, must be accompanied by a Bid Security, which shall remain valid for a period of One Hundred Eighty (180) days beyond the Bid Validity Period.

3.2.2 The Bid Security submitted by the Bidders, other than Preferred Bidder, shall be returned upon signing of the PPP Agreement or upon the expiry of the Bid Validity Period.

3.2.3 Any Bid not accompanied by the required Bid Security or accompanied by a Bid Security in any amount less than that required or other than in the form as required by this RFP shall be, in each case, rejected by the Procuring Agencies as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.

3.2.4 The Bid Security or Performance Security (as applicable) may be encashed by the Procuring Agencies in the following circumstances:

(a) In the case of a Preferred Bidder, if it fails within the specified times to:

(i) comply with the instructions laid down in the Letter of Award within the time period stipulated therein;

(ii) furnish the necessary Performance Security when required;

(iii) sign the PPP Agreement; and

(iv) achieve all the conditions precedents agreed in the signed PPP Agreement.

(b) In the case of a Preferred Bidder, in accordance with the PPP Agreement;

(c) In case a Bidder withdraws its Bid after the Bid Submission Date;

(d) In case of an occurrence of a Concessionaire's event of default in terms of the PPP Agreement.

3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL BID

3.3.1 Bids submitted by a Bidder must contain all of the items specified in this RFP (including Section 3.5 (*List Of Standard Bid Technical Forms*)) and must adhere to the format described herein. In addition, Bidders must ensure that their Technical Bid is consistent with their Financial Bid.

3.3.2 The Technical Bid will provide the Procuring Agencies with the means for assessing the Bidder's ability to comply with the Project requirements issued in this RFP.

3.4 FORMAT OF FINANCIAL BID

3.4.1 The Financial Bid shall be provided in accordance with the format attached as Form H - 8 *(Financial Bid Form)* on the Bid Submission Date.

3.4.2 Under no circumstances shall the Procuring Agencies consider/accept a conditional Bid.

3.5 LIST OF STANDARD BID TECHNICAL FORMS

The standard forms for the Technical Bid are provided in **Annexure H** (*Technical Form*).

FORM – H-1	BASIC INFORMATION FORM;
FORM – H-2	HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION;
FORM – H-3	FINANCIAL SITUATION;
FORM – H-4	CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS;
FORM – H-5	DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED;
FORM – H-6	CVS OF PROPOSED EXPERTS;
FORM – H-7	DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
FORM – H-8	FINANCIAL BID FORM

Any additional information that may be necessary for the Bid.

4 TERMS OF REFERENCE

4.1 PROJECT TERM AND PARTIES

4.1.1 PARTIES

The PPP Agreement will establish the rights and obligations of both the Procuring Agencies and the Concessionaire. It will be signed between the Procuring Agencies and the Concessionaire at the conclusion of the Competitive Selection Process.

4.1.2 TERM

The term of the PPP Agreement will, unless specified otherwise agreed in the PPP Agreement, be for forty five (45) years (O&M Period), further extendable for additional term(s) subject to satisfactory performance of the Concessionaire in accordance with terms and conditions defined in the final PPP Agreement.

4.2 OWNERSHIP

The Concessionaire shall enjoy the licensing for the designated Project tenure but not the ownership of the Project and related assets will always remain with the Procuring Agencies at all times (prior to, during, and after the Project timelines).

4.3 PROJECT SCOPE

The Project details and scope of the work of the Concessionaire is provided in this RFP (*Project Details and Scope of Work*).

4.3.1 PROJECT COST

(a) The Bidder agrees that if, further to this RFP and the Competitive Selection Process, it is declared the Preferred Bidder and is issued the LOA, it shall incorporate the SPV for the purposes of being the Concessionaire, which who will implement the Project. Such Preferred Bidder, as proposed in the Bid shall maintain its shareholding in the Concessionaire in accordance with the requirements of the PPP Agreement which shall be in accordance with the Bid.

4.3.2 HAND-OVER OF THE PROJECT

The Concessionaire will be responsible for handing over the Project to the Procuring Agencies in a good working condition, at the end of the Project term, as specified in the PPP Agreement.

4.4 ALLOCATION OF RISKS AND RESPONSIBILITIES

4.4.1 All risks and obligations of the Procuring Agencies and the Concessionaire shall be in accordance with the PPP Agreement and the Bidders shall be deemed to have full and complete understanding of the risks relating to the Project and their allocation, as set out in the PPP Agreement.

4.5 SPECIFIC TAXATION FRAMEWORK

4.5.1 The Concessionaire shall be liable to pay federal, provincial and local taxes, duties, levies and other charges with respect to the Project.

4.5.2 By submitting the Bid, the Bidder acknowledges the acceptance of all tax related obligations. For the sake of clarity, the Concessionaire shall be required to pay all the taxes, duties, levies, stamp duties, rents, and other charges payable to any local government, provincial or federal government (as applicable).

4.6 ENVIRONMENTAL MATTERS

4.6.1 The Procuring Agencies are committed to respecting the environment on all of its projects. The Concessionaire will be required to ensure that the Project is carried out in accordance with all applicable laws relating to the environment.

4.7 KEY PERFORMANCE INDICATORS (KPIS)

4.7.1 The KPIs related to the operations, maintenance and availability of the Project will be incorporated in the PPP Agreement.

5 Evaluation of Bids

5.1 Evaluation Criteria

5.1.1 Bids of only those Bidders shall be considered who meet the basic eligibility criteria.

5.1.2 In addition, the Bidders shall be evaluated against the evaluation criteria for the Technical Proposals and the Financial Proposals set out in respective Sections of the RFP.

5.1.3 The Evaluation Committee shall attribute a technical score to responsive Technical Proposals.

5.1.4 Technical Proposals scoring less than seventy (70) points shall be rejected. The technical score shall be calculated as follows:

SR. NO.	CRITERIA	WEIGHTAGE/ MARKS
A.	Human Resource and Staffing Requirements	10
B.	Technical Experience – Prior Experience	35
C.	Financial Capability	35
D.	Project Development Experience	15
E.	Business Approach and Methodology	05
	Total	**100**

For technical qualification, a Bidder must score at least seventy (70) or more marks. The detailed technical evaluation criteria for Technical Proposal is set out in relevant section of the RFP.

5.1.5 After complete evaluation of the Technical Proposals, the Financial Proposals of the Bidders, who have been qualified technically, shall be evaluated as per the requirements set out in Volume I (*Bidding Procedure*) of the RFP.

5.2 Successful Bidder

5.2.1 The Bidder who secures the highest marks based on the financial evaluation criteria, and whose Bid is determined to be the Best Evaluated Bid in terms of the Applicable Evaluation Documents, shall be declared the Successful Bidder.

5.2.2 In the event it is determined that the highest marks scored based on the financial evaluation criteria by Bidders are achieved by two (2) or more Bidders, the Bidder (among such tied Bidders) who secured higher marks based on the technical evaluation criteria and whose Bid is determined to be the Best Evaluated Bid in terms of the Applicable Evaluation Documents, shall be declared the Successful Bidder.

5.3 Evaluation Committee Right to Verify Documents

5.3.1 The Evaluation Committee retains the right to verify particulars regarding any information, statements and/or documents furnished with a Bid. Any Bidder found to be misrepresenting information may be disqualified at any stage of the Bidding Process and their Bid Security shall be forfeited.

6. Award of Concession

6.1 Award Criteria

6.1.1 The Evaluation Committee, subject to approval by the Executive Committee, shall award the Concession to the Bidder whose Bid has been determined to be the Best Evaluated Bid in terms of the requirements of the Applicable Evaluation Documents, provided that such Bidder continues to be eligible in accordance with the requirements set out in the Annexure A (*Basic Eligibility Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP.

6.2 Procuring Agencies Right To Accept / Reject Bids

6.2.1 No Bid shall be considered to have been accepted, unless such acceptance is confirmed in writing and notified to the Successful Bidder by the Procuring Agencies.

6.2.2 The Procuring Agencies reserves the right to annul the Bidding Process and reject all Bids at any time prior to the issuance of the Notification of Award, without thereby incurring any liability to Bidders or providing any reason for rejection of the Bids. In case of such annulment, all the Bid Securities, shall be promptly returned to the Bidders. The decision of the Procuring Agencies shall be final and binding and no correspondence shall be entered into with the Bidders, except as provided in the Applicable Evaluation Documents.

6.2.3 The Procuring Agencies shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Bid.

6.2.4 Each Bidder fully waives off any and all rights to claim in respect of such expenses or losses and agrees to indemnify the Procuring Agencies, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

6.3 Notification of Award

6.3.1 Prior to expiration of the Bid Validity Period, the Procuring Agencies shall notify the Successful Bidder through the Notification of Award that its Bid has been accepted.

6.3.2 The Successful Bidder shall acknowledge and return the Notification of Award with its acceptance (the "**Acceptance of Notification of Award**") within seven (7) days of the issuance of Notification of Award, failure of which may constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security.

6.4 Formation of SPV by the Successful Bidder

6.4.1 The Successful Bidder shall incorporate a wholly owned SPV (i.e., the Concessionaire) that shall be incorporated in accordance with the laws of Pakistan exclusively for the implementation of the Project.

6.4.2 The Successful Bidder / SPV shall be obligated to replace the Bid Security (prior to expiry of the Bid Security) with the Performance Security.

6.5 Performance Security

6.5.1 The Successful Bidder / SPV shall, within twenty-eight (28) days of issuance of the Notification of Award or such extended date as may be specified by Procuring Agencies in its sole discretion, but in any case prior to execution of the PPP Agreement, furnish to Procuring Agencies a satisfactory Performance Security as per the provisions of the PPP Agreement and shall maintain the same in full force and effect until the Performance

Security Expiry Date, in accordance with the requirements of the PPP Agreement and the RFP.

6.5.2 Failure of the Successful Bidder to comply with the requirements of Sub-Section 6.5.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security. Prior to execution of the PPP Agreement, the Performance Security may be encashed for the same reasons as the Bid Security and for such other purpose as specified in the RFP. Following execution of the PPP Agreement, the Performance Security shall be encashed in terms of the PPP Agreement.

6.6 SIGNING OF THE PPP AGREEMENT

6.6.1 The PPP Agreement shall be executed between, the Procuring Agencies and the SPV (as the Concessionaire), within forty-five (45) days of issuance of the Notification of Award or successful conclusion of the negotiations or within such extended timeline as determined by the Procuring Agencies in its sole discretion. In case the PPP Agreement is not executed within the aforesaid timeline, the Bid Security or the Performance Security (as applicable) shall be encashed by Procuring Agencies and the award shall be cancelled, if such failure is due to reasons attributable to the Successful Bidder.

7. Other Considerations

7.1 CONFIDENTIALITY

7.1.1 No Bidder shall contact the Procuring Agencies /TFEC on any matter relating to its Bid following the time of submission of its Bid.

7.1.2 Any attempt by a Bidder to influence the Procuring Agencies /TFEC in relation to the Bidding Process may result in the rejection of its Bid and encashment of its Bid Security.

7.1.3 Notwithstanding Sub-Section 7.1.2 of the Instructions to Bidders, from the time of Bid opening to the time of award of the Concession, if any Bidder wishes to contact the Procuring Agencies /TFEC on any matter related to the Bidding Process, it should do so in writing.

7.1.4 Information relating to the examination, clarification, evaluation and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Parties in relation to, or matters arising out of, or concerning the Bidding Process. The Procuring Agencies will endeavour to treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Procuring Agencies may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure, is required under the applicable laws in Pakistan, or it is to enforce or assert any right or privilege of the Procuring Agencies, a statutory entity.

7.1.5 All information supplied by the Procuring Agencies in connection with this RFP, shall be treated as confidential and the Bidders shall not, without the prior written consent of the Procuring Agencies, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by applicable law). Subject to the provisions of this RFP, the RFP shall remain the property of the Procuring Agencies and is issued solely for the purpose of preparation and submission of the Bid in accordance herewith.

7.1.6 The RFP and every part of it and all other information provided by or on behalf of the Procuring Agencies must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a Bid or release details of the Procuring Agencies other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Bids.

7.1.7 Bidders shall not at any time release any information concerning the RFP and/or their Bid and/or any related documents and/or any discussion with the Procuring Agencies in this connection for publication in the press or on radio, television, screen, social media or any other medium without the prior written approval of the Procuring Agencies.

7.1.8 Each Bidder undertakes to indemnify the GoB Parties and to keep the GoB Parties indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 7.1 (*Confidentiality*).

7.1.9 Any Bid submitted in response to the RFP is submitted upon a full understanding and agreement of terms of this Section 7.1 (*Confidentiality*) and therefore the submission of the Bid in response to the RFP would be deemed as an acceptance to the said terms.

7.2 CORRUPT AND FRAUDULENT PRACTICES

7.2.1 The Procuring Agencies /TFEC will reject a Bid if it determines that a Bidder (or a Consortium Member, if applicable) (including any of its Affiliates) has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the Bidding Process. Procuring Agencies /TFEC may declare a Bidder (or a Consortium Member) ineligible, or blacklist a Bidder (or a Consortium Member) in accordance with the Regulations for Blacklisting of Bidders, Contractors, Suppliers and Consultants, 2023.

7.2.2 Coercive, collusive, corrupt, fraudulent or obstructive practices, for the purposes of Sub-Section 7.2.1 of the Instructions to Bidders shall have the following meaning:

7.2.2.1 **"Coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

7.2.2.2 **"Collusive practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

7.2.2.3 **"Corrupt practice"** means the offering giving, receiving or soliciting directly or indirectly of anything of value to influence the acts of another party for wrongful gain;

7.2.2.4 **"Fraudulent practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and

7.2.2.5 **"Obstructive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

7.3 INTEGRITY PACT

7.3.1 Each Bidder (and in case of a Consortium, each Consortium Member) shall sign and stamp Annexure G (*Form of Integrity Pact*) of the RFP (the "**Integrity Pact**"). Failure to provide such Integrity Pact may cause the Bid to be rejected by Procuring Agencies as non-responsive.

7.4 GRIEVANCE REDRESSAL

7.4.1 Any Bidder being aggrieved by any act or decision of the Procuring Agencies /TFEC, may after the issuance of the RFP, lodge a written complaint to the "*complaint redressal committee*" constituted by the Procuring Agencies in accordance with the Applicable Evaluation Documents. The mechanism for redressal of grievances of Bidders shall be as per the Applicable Evaluation Documents.

7.5 INSURANCES

7.5.1 If a Bidder is selected as the Successful Bidder, it understands, undertakes and confirms that it shall be responsible for procuring Insurances in respect of the Project. All fees, costs and other expenditures relating to such Insurances shall be borne by the SPV (as the Concessionaire).

7.6 NO LOBBYING

7.6.1 The Bidders (including any member of the Consortium), will not attempt to communicate, directly or indirectly, with any of the GoB Parties at any stage of the Bidding Process (including during the evaluation process), except as expressly permitted under this RFP, directed or permitted by the Procuring Agencies, or except as may be required and permitted under another procurement process, project or other assignment, in which event the Bidder will not have any discussions regarding the Project.

7.6.2 The Procuring Agencies /TFEC reserves the right to disqualify any Bidder that, in the Procuring Agencies /TFEC's opinion, has engaged in lobbying in connection with this Project.

8. Data Sheet

8.1 The following specific data shall supplement the provisions in the Instructions to Bidders.

1.	Address for seeking clarifications on the RFP	Address: Office of the Conservator of Forests, Forest Complex at Uthal, Lasbela. Email Address: **yarmohammaddfo@yahoo.com** **Ahsanullah@bpppa.gob.pk** **faraz.syed@bpppa.gob.pk**
2.	Pre-Bid Meetings	July 06, 2026 at 12:00 pm PST ID: 810 7878 0618 Meeting code: 036564
3.	Address for submission of Bid Security	As mentioned above
4.	Address for opening of Bids	As mentioned above
5.	Bid Submission Date	11:00 AM PST on August 11, 2026
6.	Bid Opening Date (Technical Proposals only)	11:30 AM PST on August 11, 2026
7.	Name of Project	Design, Build, Finance, Operate, Maintain and Transfer - Afforestation, Reforestation and Revegetation (ARR) Project In Balochistan
8.	Total Tenor	46 Years

ANNEXURES

ANNEXURE A – BASIC ELIGIBILITY CRITERIA

BASIC ELIGIBILITY CRITERIA FOR BIDDERS:

A Bid received from a Bidder, shall only be considered if the following Basic Eligibility Criteria are satisfied: Foreign bank guarantees must be duly counter-guaranteed by a scheduled bank in Pakistan.
IN CASE ANY DOCUMENT/ INFORMATION FURNISHED IS IN A LANGUAGE OTHER THAN ENGLISH, IT WILL NEED TO BE ACCOMPANIED BY AN ENGLISH TRANSLATION (DULY NOTARIZED BY NOTARY PUBLIC: (I) ATTESTED BY PAKISTAN EMBASSY / CONSULATE AND, ONCE BROUGHT INTO PAKISTAN, SHOULD BE ATTESTED BY MINISTRY OF FOREIGN AFFAIRS, PAKISTAN); OR (II) SUBJECT TO APPLICABLE LAWS OF THE COUNTRY WHERE ENGLISH TRANSLATION IS ISSUED, AUTHENTICATED BY AN APOSTILLE UNDER THE APOSTILLE CONVENTION. IN CASE OF ANY DISCREPANCY, THE ENGLISH TRANSLATION SHALL PREVAIL.)

BASIC ELIGIBILITY CRITERIA FOR BIDDERS:
A Bid received from a Bidder, shall only be considered if all the following components of the Basic Eligibility Criteria are satisfied:

ELIGIBILITY CRITERIA FOR BIDDERS

1. CONSTITUTIVE DOCUMENTS

A detailed description of the Bidder (including each Consortium Member), containing (as applicable):

- legal name;
- complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
- incorporation details, including corporate charter and articles of incorporation. If a Bidder (including a Consortium Member) is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.

2. REGISTRATION WITH TAX AUTHORITIES

The Bidder (or in the case of a Consortium, all Consortium Members (as applicable) must possess a valid registration certificate from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable. (Valid NTN certificate and tax returns filed for last three (3) years are to be attached, if applicable and relevant sales tax certificate, if applicable.)

(Foreign entities participating as Lead Bidders in the Bidding Process should submit a tax certificate/Registration certificate of their country and tax returns filed for last three (3) years, as applicable).

3. AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES

In case if the Bidder, or any Consortium Member, is a government owned legal enterprise or institution, such Bidder or any Consortium Member (as applicable) must establish that it is legally and financially autonomous and operating under commercial law.

(Bidders, or any Consortium Member, who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law).

RELEVANT FORM: **ANNEXURE I** (*Affidavit*)

4. NO CONFLICT OF INTEREST

Bidders (including Consortium Members) may be considered to be in a conflict of interest if they, inter alia, participated as a consultant in the preparation of the design or technical / commercial / financial / legal specifications for the works and/or services for the Project, that are the subject of this Bidding Process, or is an affiliate of Procuring Agencies or any of its advisors.

A Bidder (including a Consortium Member) may be considered to be in a conflict of interest if it (including a Consortium Member) participated in more than one Bid in the Bidding Process, either individually or as a partner in a Consortium. This will result in the disqualification of all Bids in which it is involved. For avoidance of doubt, Bidders (including a Consortium Member) shall not be considered to be in a conflict of interest under this RFP if they participate in the bidding processes for more than one Land Parcel (under different request for proposal packages), either through an identical or varied consortium.

The circumstances provided above which may constitute a conflict of interest are not exhaustive, and TFEC shall be the sole determinant of whether a conflict of interest situation has arisen.

In case there is no conflict, the Bidder (in case of a Consortium, each Consortium Member) shall provide evidence in the form of an affidavit for non-conflict.

RELEVANT FORM: **ANNEXURE I** (*Affidavit*)

5. NON- BLACKLISTING

Each Bidder (including each Consortium Member) shall provide evidence, in the form of an affidavit, of its non-blacklisting by its employers, by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/governments of any foreign countries or their governmental bodies and/or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) as at the Bid Submission Date.

RELEVANT FORM: **ANNEXURE H2** (*Historical Non-Performance, Black Listing and Pending Litigation*) or **ANNEXURE I** (*Affidavit*)

6. HISTORY OF NON- PERFORMING CONTRACTS AND LITIGATION

Any non-performance of a contract by the Bidder (or in case of Consortium, each Consortium Member) should not have occurred in the last three (3) years prior to the Bid Submission Date based on all information on fully settled disputes or litigation. All pending litigation against the Bidder or any Consortium Member shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Bidder or any Consortium Member from its obligations in respect of the Project and the terms of the PPP Agreement.

The Bidders (or in case of a Consortium, each Consortium Member) shall provide details of the litigation or the Bidder (or in case of Consortium, each Consortium Member) shall submit an Affidavit in case of no litigation on PKR 200/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate / Pakistan High Commission of their country or authenticated by an apostille under the Apostille Convention, as applicable.

RELEVANT FORMS: **Annexure H2** (*Historical Non-Performance, Blacklisting and Pending Litigation*) or **ANNEXURE I** (*Affidavit*)

7. FAILURE TO SIGN CONTRACTS

The Bidder (or in case of a Consortium, each Consortium Member) shall not have failed to sign a contract in the last three (3) years.

(The Bidder (or in case of a Consortium, each Consortium Member) shall provide details of such failure to sign contracts or the Bidder (or in case of a Consortium, each Consortium Member) shall submit an Affidavit in case if not applicable on PKR 200/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate / Pakistan High Commission of their country or authenticated by an apostille under the Apostille Convention, as applicable.

RELEVANT FORM: **ANNEXURE H2** (*Historical Non-Performance, Black-Listing and Pending Litigation*) or **ANNEXURE I** (*Affidavit*)

8. ELIGIBLE COUNTRIES

Bidder, including all Consortium Members, shall be incorporated in / have nationality of an Eligible Country. A Bidder, including all Consortium Members, shall be deemed to have the nationality of an Eligible Country, if the Bidder (including all Consortium Members) is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

RELEVANT FORM: SUBMISSION OF DOCUMENTARY PROOF – INCORPORATION CERTIFICATE.

9. FINANCIAL SITUATION / HISTORICAL FINANCIAL PERFORMANCE

• NET WORTH

The Bidder including shareholders of the bidding company must have a net worth of at least PkR 2,500,000,000/- (Pak Rupee Two Billion and Five Hundred Million only).

In case of a Consortium, only such Consortium Members that are proposed to be shareholders of the SPV as per the consortium agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion, and:

- The Lead Member including shareholders of the Lead Member must have a minimum net worth of PkR 1,500,000,000/- (Pak Rupee One Billion and Five Hundred Million only); and
- Collective net-worth of the consortium (including its shareholders) shall be PkR 2,500,000,000/- (Pak Rupee Two Billion and Five Hundred Million only).

The Consortium shall not comprise of more than three (3) members.

RELEVANT FORM: **ANNEXURE H-3** (*Financial Situation*)

• AVERAGE ANNUAL TURNOVER OR LIQUID INVESTMENTS

THE BIDDER/CONSORTIUM SHALL HAVE AN AVERAGE ANNUAL TURNOVER OF PKR 5,000,000,000/- (PAKISTANI RUPEES FIVE BILLION ONLY) FOR THE LAST THREE (3) YEARS.

OR

The Bidder including shareholders of the bidding company, or in case of consortium the Lead Member including its shareholders, must have a minimum cash, short term or liquid investments and funding lines of which at least seventy percent (70%) of the aggregate number should be demonstrated through cash and short-term investments. Such cash, short term or liquid investments and funding lines should not be less than PkR 500,000,000/- (Pak Rupee Five Hundred Million only) (the Bidder/each Consortium Member shall submit audited financial statements for the last three (3) years And/Or Bank/Financial Institution Facility offer letters to demonstrate their collective capability for this criteria, if applicable).

RELEVANT FORM: **ANNEXURE H-3** (*Financial Situation*)

10. TECHNICAL EXPERTISE AND EXPERIENCE

The Bidder (or in the case of a Consortium, at least one member of the Consortium or its staff) must demonstrate expertise and prior experience in project description documents/project design document (PDD) preparation or validation or verification processes with recognized carbon standards (such as, VERRA, Gold Standard).

RELEVANT FORM: **ANNEXURE H-5** (*Details of Contracts of Similar Nature and Complexity Completed*).

11. ENVIRONMENTAL AND SOCIAL SAFEGUARDS RELATED EXPERTISE AND EXPERIENCE

The Bidder (or in the case of a Consortium, at least one member of the Consortium or its staff) must demonstrate expertise and experience in working with local communities and other stakeholders or conducting environmental and social safeguards assessments and management.

RELEVANT FORM: **ANNEXURE H-5** (*Details of Contracts of Similar Nature and Complexity Completed*).

ANNEXURE B - TECHNICAL EVALUATION CRITERIA

The technical proposal of only those Bidders shall be considered who meet the Basic Eligibility Criteria set above.

Minimum Score to Achieve: 70%

IN CASE ANY DOCUMENT/ INFORMATION FURNISHED IS IN A LANGUAGE OTHER THAN ENGLISH, IT WILL NEED TO BE ACCOMPANIED BY AN ENGLISH TRANSLATION (DULY NOTARIZED BY NOTARY PUBLIC: (I) ATTESTED BY PAKISTAN EMBASSY / CONSULATE AND, ONCE BROUGHT INTO PAKISTAN, SHOULD BE ATTESTED BY MINISTRY OF FOREIGN AFFAIRS, PAKISTAN); OR (II) SUBJECT TO APPLICABLE LAWS OF THE COUNTRY WHERE ENGLISH TRANSLATION IS ISSUED, AUTHENTICATED BY AN APOSTILLE UNDER THE APOSTILLE CONVENTION. IN CASE OF ANY DISCREPANCY, THE ENGLISH TRANSLATION SHALL PREVAIL.)

Financial proposals of those consultants who failed to secure minimum qualifying marks in the technical evaluation shall be returned un-opened.

Technical Criteria	Maximum Points	Basis of Scoring	Data/Document to be provided by the Bidder
Section 1: Human Resource and Staffing Requirements [10 Marks] *CVs in the manner and form format provided in this Request for Proposal would be provided for these experts, who should either be employees of the Bidder/any Consortium Member or be associated with them through binding contracts.* *50% marks for qualification and remaining 50% marks for experience of the individual.*			
1.1 Project Manager / Team Leader Experience in managing large-scale forest restoration, conservation or sustainable forest management projects or Afforestation, Reforestation or Revegetation (ARR) projects, Improved Forest Management (IFM) projects, or Reducing Emissions from Deforestation and Forest Degradation (REDD) projects, or other sustainable land management projects in the AFOLU sector.	Maximum 2.5 Marks	Ph.D. or Master's degree in forestry, agriculture, or environmental sciences with fifteen (15) years overall experience – 2.5 Marks OR having a Bachelor of Science degree in forestry, agriculture or environmental sciences with at least at least twenty (20) years overall experience in the above mentioned projects, out of which twenty (20) years relevant experience – 2.0 Marks	Detailed CV along with a copy of degree to be submitted. Binding Agreement/Employment Contract to be submitted
1.2 Forest Carbon Accounting or General Greenhouse Gas Accounting Specialist	Maximum 2.5 marks	Must have a Master's degree in Natural Sciences or Social Sciences or Business subjects with specialized certification in GHG accounting and overall experience of at least five (05) years and relevant experience of at least two (2) years	CV and Copy of Degree Binding Agreement/Employment Contract to be submitted

1.3 Carbon Finance or Carbon Markets Expert or Financial Expert	Maximum 2.5 marks	Must have a Master's degree / professional accountancy certification, with at least ten (10) years overall experience.	CV and Copy of Degree Binding Agreement/Employment Contract to be submitted
1.4 Environmental Specialist	Maximum 1.25 marks	Must hold a Ph.D. or Master's degree in Environmental Sciences field with at least ten (10) years overall experience out of which two (2) years relevant experience	CV and Copy of Degree Binding Agreement/Employment Contract to be submitted
1.5 Social Specialist	Maximum 1.25 marks	Must hold a Ph.D. or Master's degree in Social Sciences field with at least ten (10) years overall experience out of which two (2) years relevant experience	CV and Copy of Degree Binding Agreement/Employment Contract to be submitted
Section 2: Technical Expertise – Prior Experience [35 Marks]			
2.1 The bidder (or the Lead Bidder in the case of consortium) must have been awarded ARR project(s) in the last five years.	35 Marks	● 25 Marks for one ARR project with at least 10,000 acres. ● Additional 10 marks for second ARR project with at least 10,000 acres. *Total 35 marks maximum*	Proof of the Project or Copy of award Letter from the relevant authority or Contract/ Agreement copy.
Section 3: Financial Capability (35 Marks)			
3.1 Net worth The Bidder including shareholders of the bidding company must have a net worth of at least PkR 2,500,000,000/- (Pak Rupee Two billion and five hundred million only). In case of a Consortium, only such Consortium Members that are proposed to be shareholders of the SPV as per the consortium agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion, and:	15 Marks	● Net worth of PkR 2,500,000,000/- (Pak Rupee Two billion and five hundred million only) will be awarded 10 marks. For each increment of PkR 200,000,000/- (Pak Rupee Two Hundred Million only) above the minimum, 1 mark will be awarded till the maximum of 15 marks is reached. ● In case of a Consortium, a collective net worth of PkR 2,500,000,000/- (Pak Rupee Two billion	Audited Financial Statements and/or Annual Tax Returns

The Lead Member including shareholders of the Lead Member must have a minimum net worth of PkR 1,500,000,000/- (Pak Rupee One Billion and Five Hundred Million only), and collective net-worth of a consortium shall be PkR 2,500,000,000/- (Pak Rupee Two billion and Five Hundred Million only).		and five hundred million only), in accordance with the above criteria, will be awarded 10 marks. For each increment of PkR 200,000,000/- (Pak Rupee Two Hundred Million only) above the minimum, 1 mark will be awarded till the maximum of 15 marks is reached	
3.2 **Cash and funding lines:** The Bidder including shareholders of the bidding company, or in case of consortium the Lead Member including its shareholders, must have a minimum cash, short term or liquid investments and funding lines of which at least seventy percent (70%) of the aggregate number should be demonstrated through cash and short-term investments.	10 Marks	• Cash, short-term or liquid investments and funding lines of not less than PkR 500,000,000/- (Pak Rupee Five Hundred Million only) will be awarded 5 marks. For each increment of PkR 50,000,000/- (Pak Rupee Fifty Million only) above the minimum, 1 mark will be awarded till the maximum of 10 marks is reached	Financial Institution Facility offer Letter, Audited Financial Statements and/or Annual Income Tax Returns
3.3 Turn Over The Bidder including shareholders of the bidding company or in case of a consortium, any member thereof (including its shareholders), whether directly or indirectly through the current company or any previous company, must demonstrate an average annual turnover of PkR 5,000,000,000/- (Pak Rupee Five billion only) in any three (03) financial years during the last five (05) years.	10 Marks	• Any 03 years average turnover during last five years of PkR 5,000,000,000/- (Pak Rupee Five Billion only) will be awarded 05 marks. For each increment of PkR average 200,000,000/- (Pak Rupee Two Hundred Million only) above the minimum, 1 mark will be awarded till the maximum of 10 marks is reached.	Audited Financial Statements and/or Tax Returns
Section 4: Project Development Experience (15 Marks)			

4.1 The following categories of experience would qualify as technical capability and eligible experience: **(i) Category 1: Development Experience in Forestry Projects** The Bidder (or in the case of a Consortium, at least one Consortium Member) has successfully completed at least one (1) Agriculture, Forestry and Other Land Use (AFOLU) project that includes afforestation and reforestation, agroforestry, forest management, carbon market development projects, nature-based carbon emission reduction with successful generation and trading of verified carbon credits. Each of the implemented projects must have a cost of at least PkR 1,000,000,000/- (Pak Rupee One Billion only) or cover an area of at least ten thousand (10,000) hectares. Projects must demonstrate climate change mitigation and adaptation benefits and be validated/verified with one of the recognized Carbon Standards (e.g., Verified Carbon Standard, Gold Standard, Plan Vivo, Open Forest Protocol, Climate Action Reserve, American Carbon Registry, Clean Development Mechanism, etc.). The Bidder must have staff in their teams with expertise in carbon projects	15 Marks	The following scores will be allocated to each category: • Category 1 – 10 marks for the first completed project and 2.5 marks for each subsequent completed project. • Category 2 – 10 marks for the first completed project and 2.5 marks for each subsequent completed project. • Category 3 – 10 marks for PKR 2,500,000,000/- (Pakistani Two and a half Billion only) and 2.5 marks for every additional PKR 500,000,000/- (Pakistani Rupees Five Hundred Million only). • Category 4 – 10 marks for five hundred thousand (500,000) carbon credits and 2.5 marks for every additional Two hundred thousand (200,000) carbon credits. (Note: Any specific project can only be quoted for one category. If multiple projects are shown, the total marks will be aggregated up till the maximum 15 marks. If a Bidder’s quoted project qualifies under multiple categories, the category in which the highest marks will be allocated shall be considered in the relevant category for evaluation.)	With respect to the relevant category, the Bidder must provide project completion certificates for projects mentioned in the submitted Bid. The certificates must have been issued by the sponsors of the projects.

management, carbon standards and AFOLU methodologies, GHG accounting, and carbon markets, or have contractual agreements with professionals who have expertise in these areas. This experience must have been gained within the last ten (10) years. **(ii) Category 2: Experience with Climate Change Projects** The Bidder (or in the case of a Consortium, at least one Consortium Member) has proven expertise in climate mitigation projects other than AFOLU, in at least one (1) of the following areas: (a) energy; industrial products and processes; and (c) waste sector; and must have implemented such projects in the last ten (10) years. Projects must demonstrate climate change mitigation and be validated/verified with one of the recognized Carbon Standards (e.g., Verified Carbon Standard, Gold Standard, Plan Vivo, Climate Action Reserve, American Carbon Registry, Clean Development Mechanism, etc.). The Bidder must have staff in their teams with expertise in carbon projects management, carbon standards and their applicable methodologies, GHG accounting, and carbon markets, or have contractual agreements with professionals who have			

expertise in these areas. Each of the implemented projects must have a cost of at least PkR 1,000,000,000/- (Pak Rupee One Billion only). **(iii) Category 3: Experience with Agro-based Manufacturing in the past 3 years** The Bidder including shareholders of the bidding company, or in case of a consortium the lead member including its shareholders, directly or indirectly, through the current Company or any previous company, has been involved in projects or business related to agro-based industry involving supply chain solutions / food processing or value-added product manufacturing, and must have a minimum average turnover of PKR 2,500,000,000/- (Pakistani Rupees Two and a half Billion only) in any three (03) financial years during the last five (05) years **(iv) Category 4: Experience with investment in Nature Based Solution Private Equity fund** The Bidder has invested in nature-based carbon credits, either directly or indirectly (through a PE/climate fund), subject to a minimum of five hundred thousand (500,000) carbon credits.			
Section 5: Business Approach and Methodology (05 Marks) *To be demonstrated as per Form H-7 (Description of Approach, Methodology and Work Plan)*			

5.1. Business Approach and Methodology	05 Marks	• **Project Understanding and Approach:** Demonstration of a clear understanding of the project's objectives and challenges in accordance with Volume II (Project Scope) and Volume III (PPP Agreement), each of the RFP - Maximum Points – 2.0 Marks • **Methodology and Work Plan:** Proposed methodology for project design, planning, development, implementation, financing, stakeholder engagement, monitoring, reporting, knowledge and technology transfer, etc, in accordance with Volume II (Project Scope) and Volume III (PPP Agreement), each of the RFP – 2.0 Mark • **Local Community HR:** Strategy to engage Local HR with Recruitment Plan and Strategy – 01 Mark	Detail Reports to be attached.
Total Technical Score	**100**		

ANNEXURE C – FORM OF BID SECURITY

…………………………., 2025

To:

The CEO,
Conservator of Forests Coastal Circle at Uthal Lasbela – (Design, Build, Finance, Operate, Maintain And Transfer an Afforestation, Reforestation And Revegetation (ARR) Project In Balochistan),
Government of Balochistan,
Quetta, Pakistan (the Beneficiary).

Guarantee No: ______________________________ (the Guarantee)

Date of Issue: ______________________________

Date of Expiry:

Guarantee Amount: ______________________________

Name of Guarantor: ______________________________

Name of Principal: ______________________________

KNOW ALL MEN BY THESE PRESENTS, WE, [●][1], being the Guarantee issuing bank (the Issuing Bank) understand that the following party/parties have responded to the '*Request for Proposal*' issued by the Balochistan Public Private Partnership Authority and the Forest & Wildlife Department, Government of Balochistan, dated [●] in relation to the 'Project (as amended and/or supplemented from time to time) (the RFP), by submitting their respective formal proposals/bids:

[*Name of the Bidder*], a [*Insert legal status*] existing under the laws of [*Insert Country*] having its [*registered office* OR *place of business*] located at [*Insert address*], (the Bidder, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Beneficiary, a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR [●]/- (Pakistani Rupees [●] Only)
(the Guaranteed Amount)

at sight and immediately, provided however not later than one (1) business day from the date of receipt of the Beneficiary's first written demand (the Demand) at the Issuing Bank's offices located at [●], such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of

[1] Insert name of issuing Bank;

and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Bid by the Guarantor to the Beneficiary in response to the RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

(i) [●] ([●]) days from the date of submission of the proposal/bid by the Guarantor to the Beneficiary in response to the RFP; or

(ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee, but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign/transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

AUTHORIZED SIGNATORY	________________________
DATE	________________________
PLACE	________________________
AUTHORIZED SIGNATORY	________________________
DATE	________________________
PLACE	________________________

ANNEXURE D – POWER OF ATTORNEY

A. **<u>POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SUBMIT THE BID</u>**

<u>NOTES FOR EXECUTION OF POWER OF ATTORNEY</u>

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *This Power of Attorney shall be notarised with the Notary Public.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

- *Please find below the form and substance of the Power of Attorney.*

"FORM OF POWER OF ATTORNEY FOR SIGNING OF TECHNICAL BID"

KNOW ALL MEN BY THESE PRESENTS, WE, ________________________ (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of ________________________ holding [*CNIC/Passport*] Number ________________________ and presently residing at ________________________, who is presently employed with [*us* OR *the Lead Member of our Consortium*] and holding the position of ________________________], as our true and lawful attorney (hereinafter referred to as the Attorney) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for operating, maintaining and transfering the Project. It is to be noted that the term of the Project is tentative at this stage and the exact term shall be set out in the PPP Agreement.

The Attorney is authorised in respect of the Project that is being developed by the Balochistan Public Private Partnership Authority and the Forest & Wildlife Department, Government of Balochistan (the Procuring Agencies), in accordance with the Request for Proposal issued by the Procuring Agencies (as amended from time to time), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Procuring Agencies, representing us in all matters before the Procuring Agencies, signing and execution of all contracts including the PPP Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Procuring Agencies in all matters in connection with, or relating to, or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the PPP Agreement with the Procuring Agencies.

AND We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _________________________, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS __________ DAY OF __________, 20[□].

FOR & ON BEHALF OF:

_________________________ (*NAME OF THE FIRM)*
BY ITS DULY AUTHORIZED SIGNATORY

…………………………………………..
(SIGNATURE)
(NAME, TITLE AND ADDRESS)

WITNESSES:

<u>WITNESS 1:</u>

……………………………………….
NAME:
CNIC/PASSPORT NUMBER:
ADDRESS:

<u>WITNESS 2:</u>

……………………………………….
NAME:
CNIC/PASSPORT NUMBER:
ADDRESS:

SIGNATURE OF ATTORNEY

[NOTARISED]

……………………………………….
(SIGNATURE)
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

B. **<u>POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE CONSORTIUM</u>**

<u>NOTES FOR EXECUTION OF POWER OF ATTORNEY</u>

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *This Power of Attorney shall be notarised with the Notary Public.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM”

WHEREAS, the Balochistan Public Private Partnership Authority and the Provincial Transport Department, Government of Balochistan (the Procuring Agencies) has invited bids from bidders for the ‘PROJECT’ (the Project) pursuant to the Request for Proposal issued by the Procuring Agencies (as amended from time to time) and other related documents relating to the Project (the RFP);

WHEREAS, ____________, ____________ and ____________ (each hereinafter referred to individually as a Consortium Member and collectively as Consortium Members) have formed a consortium (the Consortium) pursuant to a Joint Bidding Agreement dated ____________________ [*Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project*] for bidding for the Project in accordance with the terms and conditions of the RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the ‘Lead Member’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ________ DAY OF ________ 20**.

FOR:____
(SIGNATURE)
(NAME, TITLE AND ADDRESS)

FOR:____
(SIGNATURE)
(NAME, TITLE AND ADDRESS)

FOR:____
(SIGNATURE)
(NAME, TITLE AND ADDRESS)

WITNESSES:
1.

2.

(EXECUTANTS)
(TO BE EXECUTED BY ALL THE MEMBERS OF THE CONSORTIUM)

ANNEXURE E – COMMITMENT FORM

REQUEST FOR PROPOSALS

[*Date To Be Provided*]

COMMITMENT FORM

A COMMITMENT FORM MUST BE COMPLETED BY THE BIDDER

TO: Balochistan Public Private Partnership Authority and the Forest and Wildlife Department, Government of Balochistan (PROCURING AGENCIES)

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and, in our Bid, have the meaning given to them in the RFP (*as defined herein below*).

2. GENERAL

We, the undersigned, acknowledge, confirm, and agree that:

A) we have examined, read, and understood Volume 1 (*Instruction To Bidders*) (including its schedules) respectively dated [*date to be provided*] and [*date to be provided*] as it relates to the Project, as amended by way of addenda (collectively, the RFP); and

B) we have satisfied ourselves that we have a full and complete understanding of the nature of the Project.

3. PRICING

We confirm that all prices appearing in our Bid are expressed in PKR and represent aggregate prices that include all taxes, duties, levies and other charges (federal, provincial and local).

4. FIRM AND IRREVOCABLE BID

Our Bid constitutes a firm offer to the Procuring Agencies, that is irrevocable and binding upon us, and that it cannot be withdrawn or extended until the Bid Validity Period indicated in the RFP or as extended by the Procuring Agencies.

5. BID COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical bid compliance evaluation criteria;
- the financial bid compliance evaluation criteria.

6. RFP

We acknowledge, confirm, and agree that our Bid is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the Procuring Agencies or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the RFP.

7. <u>NO MATERIAL DETERIORATION</u>

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this Commitment Letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;

- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and

- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.

8. <u>NO COLLUSION OR CONFLICT</u>

In preparing and submitting our Bid, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, or Key Individual of the team of a Bidder), regarding the content, preparation, or presentation of its Bid. Our Bid has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, or Key Individual of the team of the Bidder, with the exception of a holding of less than **[•]** percent of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, or Key Individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Bid of any other Bidder, and that we do not have any interest in any such Bid, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Bid.

With the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Bid in response to the RFP, or in connection with the delivery of the services required of the Concessionaire.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Procuring Agencies, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the Procuring Agencies may communicate to all Bidders).

9. <u>FURTHER WARRANTIES</u>

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the RFP and have received all the relevant information from the Procuring Agencies, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Procuring Agencies in connection with the RFP.

10. EVIDENCE OF AUTHORITY

We acknowledge that the Procuring Agencies requires that each of the undersigned (other than a Key Individual) provides evidence, in the form of a resolution in a form deemed acceptable by the Procuring Agencies, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.

11. COPIES

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on [*date to be provided*].

BIDDER:

____
(NAME)

____
(STREET ADDRESS OR POSTAL BOX NUMBER)

____
(CITY, PROVINCE, AND POSTAL CODE)

AUTHORIZED SIGNATORY: __________________________________

NAME AND TITLE: __________________________________
(PLEASE TYPE OR PRINT)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

EXECUTED AND DELIVERED BY: __________________________________

[*NAME OF THE CONSORTIUM OR OTHER ENTITY] BY ITS DULY AUTHORIZED REPRESENTATIVE, AND BY [PROVIDE PARTICULARS ON THE SIGNATURE]:

____
[NAME OF BIDDER *]

____
(AUTHORIZED SIGNATORY)

____
(AUTHORIZED SIGNATORY)

Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Bid, that he accepts them, and that the Bid has been submitted with its consent;

- confirms and agrees that the provisions of Sections 2, 7, 8, 9, 10, and 11 apply to it, with such modifications as the circumstances require.

EXECUTED ON ___________________________________.

MEMBER: ___________________________________
(NAME)

NAME AND TITLE: ___________________________________
(PLEASE TYPE OR PRINT)

AUTHORIZED SIGNATORY: ___________________________________
(NAME)

NAME AND TITLE: ___________________________________
(PLEASE TYPE OR PRINT)

PARTICIPANT: ___________________________________
(NAME)

NAME AND TITLE: ___________________________________
(PLEASE TYPE OR PRINT)

AUTHORIZED SIGNATORY: ___________________________________
(NAME)

NAME AND TITLE: ___________________________________
(PLEASE TYPE OR PRINT)

KEY INDIVIDUAL*: ___________________________________
(NAME)

NAME AND TITLE: ___________________________________
(PLEASE TYPE OR PRINT)

* APPLICABLE TO KEY INDIVIDUALS WHO ARE NOT EMPLOYEES OF THE BIDDER, OR A MEMBER OF THE BIDDER.

ANNEXURE F - DECLARATION

We the undersigned return this RFP submission, the Bid and its appendices and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the Procuring Agencies and the subject matter of the procurement exercise as set out in the RFP.

By submitting a bid, we represent and warrant to the Procuring Agencies that our bid has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the RFP and its governing rules including but not limited to the evaluation criteria laid down in the RFP and that the same is in line with the Balochistan Public Private Partnership Rules, 2022, and applicable laws.

We warrant that the details of this submission in response to the RFP have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the Procuring Agencies are not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any bid submitted and thereafter invite any Preferred Bidder to enter into a PPP Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the RFP and that this is a bona fide submission in response to the RFP.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the RFP.

Signed for and on behalf of (Bidder/consortium member)

____
Signature:

____
Position:

____
Name:

____
Address:

____
POWER OF ATTORNEY ATTACHED: (YES/NO)

____

Date:

____

(Please return this declaration on your company's letterhead.)

Witnesses

Witness I

....
Name:
CNIC No.:

Witness II

....
Name:
CNIC No.:

ANNEXURE G – INTEGRITY PACT

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

CONTRACT NUMBER: ___________________________ DATED: [●]

CONTRACT TITLE: CARBON OFFSET PROJECT UNDER PPP MODE

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

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

[*Bidder*] agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Procuring Agencies under any law, contract or other instrument, be voidable at the option of the Procuring Agencies.

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

ACKNOWLEDGED, ACCEPTED & AGREED
FOR & ON BEHALF OF:

Balochistan Public Private Partnership Authority, GOVERNMENT OF BALOCHISTAN, THROUGH ITS DULY AUTHORIZED SIGNATORY

………………………………………
(SIGNATURE)

NAME:

DESIGNATION:

ACKNOWLEDGED, ACCEPTED & AGREED
FOR & ON BEHALF OF:

[INSERT NAME OF BIDDER], THROUGH ITS DULY AUTHORIZED SIGNATORY

………………………………………
(SIGNATURE)

NAME:

DESIGNATION:

FORM H - 1
BASIC INFORMATION FORM

[Provide here a brief description of the background and organization of your firm/entity and each Member for this Project]

Each firm or member of the Consortium must fill in this form.

Basic Information Form (Company Profile)

All individual firms and each Member of the Consortium are requested to complete the information in this form.

<table>
<tr><td>1</td><td colspan="2">Name of firm (legal):
(In case of Consortium, legal name of each member</td></tr>
<tr><td>2</td><td colspan="2">Nature of Business:
(Whether the firm is a Corporation, Partnership, Trust etc.)
(In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)</td></tr>
<tr><td>3</td><td colspan="2">Head Office address:</td></tr>
<tr><td>4</td><td colspan="2">Telephone:
Fax Number:
E-mail address:</td></tr>
<tr><td>5</td><td colspan="2">Place of Incorporation/Registration:

Year of Incorporation/Registration:</td></tr>
<tr><td>6</td><td colspan="2">Applicant's authorized representative:
Telephone:
Fax numbers:
E-mail address:</td></tr>
<tr><td rowspan="2">7</td><td colspan="2">Nationality Of Owners</td></tr>
<tr><td>Name:</td><td>Country:</td></tr>
</table>

FORM H - 2

HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION

Non-Performing Contracts			
❑ Contract non-performance did not occur within the last five (5) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided) ❑ Contract non-performance during the stipulated period,			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Black Listing
❑ Bidder shall not be black listed by government/semi government/autonomous/private organizations (Affidavit to be provided)

Failure to Sign Contract

Bid Security Declaration
❑ Bidder shall not be under execution of a Bid–Securing Declaration (Affidavit to be provided)

Conflict of Interest: Attach Affidavit

Pending Litigation			
❑ No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) (Affidavit to be provided) ❑ Pending litigation (All pending litigation shall in total not represent more than 50% of the Bidder's Net Assets and shall be treated as resolved against the Bidder)			
Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

FORM H - 3
FINANCIAL SITUATION

Financial Data for Previous 3 Years

Information from Balance Sheet

CASH AND FUNDING LINES (AMOUNT IN PKR)			
	Year 1	**Year 2**	**Year 3**
Cash and Bank Balances			
Short term investments			
Funding Lines			
Total			

- ❑ Proof of funding lines such as term sheets, commitment letters etc. with financial institutions (if applicable) must be attached. The Bidders must provide such proof by way of confirmation of the respective financial institution(s) which has provided such funding lines.

NET WORTH (AMOUNT IN PKR)			
	Year 1	**Year 2**	**Year 3**
Total Assets			
Less: Total Liabilities			
Total			

- ❑ Copies of audited financial statements and wealth statements (where applicable) which shall be signed and stamped by the auditor of the Bidder / respective Consortium Members (balance sheets including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions:

  - All such documents reflect the financial situation of the Bidder / every Consortium Member, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  - National tax number certificate (or equivalent) must be attached.
  - Tax return filed must be provided.
  - Foreign Bidders / Consortium Members should submit Registration / NTN certificate (or equivalent) of their country duly attested by consulate of their country.

FORM H - 4
CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS

Bidders and each member to the Consortium should provide information on their current commitments on all contracts that have been awarded, or for which a letter of award or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Total Estimated value [PKR]	Project Duration	Estimated Completion Date	Outcome of the Project
1						
2						
3						
4						
5						

FORM H - 5

DETAILS OF CONTRACTS – BIDDER'S EXPERIENCE IN CONTRACTS OF SIMILAR NATURE AND COMPLEXITY (COMPLETED)

Note: Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for development and implementation of Nature-based projects in the AFOLU sectors, climate and sustainability focused projects and carbon market projects.

Projects will only be evaluated for scoring if the completion certificates or a copy of contract is provided.

<table>
<tr><td colspan="2">ASSIGNMENT NAME:</td><td>COUNTRY:</td></tr>
<tr><td colspan="2">LOCATION WITHIN COUNTRY:</td><td>PROFESSIONAL STAFF PROVIDED BY APPLICANT FIRM:</td></tr>
<tr><td colspan="2">NAME OF CLIENT:</td><td>NO. OF STAFF:</td></tr>
<tr><td colspan="2">ADDRESS:</td><td>NO. OF STAFF MONTHS:</td></tr>
<tr><td>START DATE(MONTH/YEAR):</td><td>COMPLETION DATE(MONTH/YEAR):</td><td>APPROX. VALUE OF SERVICES (IN CURRENT USD/PKR):</td></tr>
<tr><td colspan="2">NAME OF ASSOCIATED FIRM(S), IF ANY:</td><td>NO. OF MONTHS OF PROFESSIONAL STAFF PROVIDED BY ASSOCIATED FIRM(S):</td></tr>
<tr><td colspan="3">NAME OF SENIOR STAFF (PROJECT DIRECTOR/CO-ORDINATOR, TEAM LEADER) INVOLVED AND FUNCTIONS PERFORMED:</td></tr>
<tr><td colspan="3">NARRATIVE DESCRIPTION OF PROJECT:</td></tr>
<tr><td colspan="3">DESCRIPTION OF ACTUAL SERVICES PROVIDED BY YOUR STAFF:</td></tr>
<tr><td colspan="3">NAME(S) OF THE CONSORTIUM MEMBER(S), IF ANY:</td></tr>
</table>

Note: Documentary proof (i.e., work order and completion certificate) to be attached.

FORM H - 6
CURRICULUM VITAE (CV) OF KEY INDIVIDUALS

---

1. Proposed Position [*only one candidate shall be nominated for each Key Individual position*]:
____

2. Name of Firm [*Insert name of firm proposing the Key Individual*]:
____

3. Name of Staff [*insert full name*]:
____

4. Date of Birth: ____

5. Nationality: ____

6. Educational Qualification: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]:

7. Membership of Professional Societies: ____

8. Other Training [*indicate significant training since degrees acquired under point 6 above*]

9. Countries of Work Experience: [*list countries where staff has worked*]:

10. Languages [*for each language indicate proficiency: good, fair, or poor in speaking, reading and writing*]:

11. Employment Record/Work Experience:

[*Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held*]:

From [Year]: To [Year]:
Employer:
Position held:

12. Detailed Tasks Assigned [List all tasks to be performed under this assignment]:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I certify that I have been informed by the Bidder that it is including my CV in the Proposal for the [*insert name of project and contract*]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal[2].

Signature of the Candidate:
Place:
Address:
Telephone No.:
Date:

---

[2] *If the undersigned is not a present employee of the Bidder, then this paragraph is to form part of the CV;*

FORM H - 7

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

The approach and methodology will be detailed precisely under the following topics.

[Technical approach, methodology, and work plan are key components of the First Stage Technical Proposal. You are suggested to present your First Stage Technical Proposal divided into the following chapters]:

A. **Project Understanding and Approach:** Demonstration of a clear understanding of the project's objectives and challenges in accordance with Volume II (Project Scope) and Volume III (PPP Agreement), each of the RFP

B. **Methodology and Work Plan:** Proposed methodology for project design, planning, development, implementation, financing, stakeholder engagement, monitoring, reporting, knowledge and technology transfer, etc, in accordance with Volume II (Project Scope) and Volume III (PPP Agreement), each of the RFP

C. **Local Community HR:** Strategy to engage Local HR with Recruitment Plan and Strategy.

The concept plan and design shall be evaluated keeping in mind various aspects including but not limited to those outlined in 'Scope of Work' and 'Draft PPP Agreement'.

The Bidders shall be required to demonstrate their vision for development of the ARR Carbon Market Project and how they plan to undertake the development and implementation.

Marks would be awarded on the basis of value addition provided in the business plan and the rationale behind the plan, additionally adherence with carbon market project development practices, together with demonstration of the implementation team's past record on delivering on of such concepts.

FORM H - 8
FINANCIAL BID FORM

BIDDING FORM F1 – LETTER OF FINANCIAL PROPOSAL

[Date]

To: **CEO, Balochistan PPP Authority,**
49-A, Jinnah Town, Quetta.

Re: Design, Build, Finance, Operate, Maintain And Transfer An Afforestation, Reforestation And Revegetation (Arr) Project In Balochistan *under Public Private Partnership Mode*' (the **"Project"**).

Dear Sir,

Reference the Request for Proposals document issued on [*To be inserted*] by the Procuring Agencies (the "**RFP**") in relation to the Project.

We, [*name of the Bidder*] hereby submit our Financial Proposal in conformity with the requirements of the RFP.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the RFP.

We, agree, confirm, undertake and declare that:

(a) We have examined and have no reservations to the RFP, including Addenda No(s)..

(b) We, [including all Consortium Members,] fully and completely understand and accept the terms of the RFP and hereby undertake to comply with the requirements specified therein.

(c) We offer to perform and undertake the works and services in respect of the Project in conformity with the RFP, including the Project Agreements, without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the RFP including the appendices / annexures attached to the RFP.

(d) We, [including all Consortium Members,] as per the requirements of the RFP, respectively:

(i) have nationalities of Eligible Countries; and

(ii) have not been declared ineligible/blacklisted by any of our employers, by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, [or any other provincial government/ governments of any foreign countries or their governmental bodies and/or International Organizations (e.g., World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.),] as at the Bid Submission Date.

(e) We, [including all Consortium Members], as per the requirements of the RFP, do not have any conflict of interest.

(f) Neither we, [including all Consortium Members,] nor any Affiliate:

(i) are included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 (www.crossdebarment.org); or

(ii) are included on any sanctions lists promulgated by the UN Security Council or its Committees, or any other recognised international sanctions list.

(g) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred twenty days (120) days from the date fixed for the Bid Submission Date in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(h) We understand that all the volumes, appendices/ annexures attached to the RFP are integral part of the RFP.

(i) We have reviewed and accepted the form of the PPP Agreement along with the Appendices attached thereto (attached as Volume III (*PPP Agreement and Schedules*) to the RFP) and undertake to execute the same within the time period stipulated in Notification of Award.

(j) We acknowledge that the GoB Parties will be relying on the information provided in our Bid and the documents accompanying them to determine the Successful Bidder. We certify that all information provided in our Bid is true and correct and that nothing has been omitted which renders such information misleading.

(k) We certify that in the last three (3) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any arbitral or judicial authority or a judicial pronouncement or arbitration award, nor have been expelled from any project or contract by any public authority, nor have had any contract terminated by any public authority for breach by us or, if we are a Consortium, by any of our Consortium Members.

(l) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the PPP Agreement (attached as Volume III (*PPP Agreement and Schedules*) to the RFP) is executed.

(m) We, [or any of our Consortium Members] (or any of our Affiliates), are not participating as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the RFP.

(n) We understand that the Procuring Agencies may cancel the Bidding Process at any time and that the Procuring Agencies is not bound either to accept any Bid that it may receive, without incurring any liability to the Bidders.

(o) We agree to permit the Procuring Agencies and any persons, representatives or auditors appointed and authorized by the Procuring Agencies to inspect and audit our accounts, records and other documents relating to our Bid.

(p) All the information submitted along with our Bid, including the enclosed forms and documents, is accurate in all respects.

(q) We accept the right of the Procuring Agencies to: (i) request additional information reasonably required to assess the Bid; (ii) amend the procedures and requirements or make clarifications thereof; and (iii) extend or amend the timelines as stipulated in the RFP.

(r) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Procuring Agencies by us or on our behalf, in connection with or arising out of the Bid are true, complete and accurate in all respects.

(s) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and/or our blacklisting by the Procuring Agencies.

(t) We, [including all Consortium Members,] have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Bid and the Project.

(u) We undertake, if our Bid is accepted, to furnish the Performance Security as per the requirements of the RFP.

(v) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Project.

(w) We understand that the RFP has been issued by the Procuring Agencies for the Project; and we undertake and confirm that if our Bid is accepted, we and the SPV (to be incorporated by us, in case the Project is awarded to us), as applicable, shall execute the PPP Agreement (including other Project Agreements) (attached as Volume III (*PPP Agreement and Schedules*) to the RFP) and all other instruments as may be required to be executed in relation to the Project as per the requirements of the RFP.

Name ………………………………………………………………………………………… In the capacity of

……………………………………………………………………………………..

Signed …………………………………………………………………………………………

… (Seal)…

Duly authorized to sign the Bid for and on behalf of: (*Insert Name of the Bidder/names of all Consortium Members*)

Date …………………………………………………………………………………………….

Witness # 1:	**Witness # 2:**
Signature: ______________________	Signature: ______________________
Name: ______________________	Name: ______________________
Designation: ____________________	Designation: ____________________
Date: ___________________________	Date: ___________________________
CNIC/Passport No.:_____________________	CNIC/Passport No.:_____________________

<u>**BIDDING FORM F2 – FINANCIAL PROPOSAL STANDARD FORM**</u>

This form shall be used for the preparation of the Financial Proposal. Notes:

- *The 'Additional GoB Revenue Share (%)' (as denoted by 'X' in the table below) shall be the Bid Price.*
- *The Bidder who quotes the highest 'Additional GoB Revenue Share (%)', using a single percentage share of the Net Base Carbon Revenue and the Non-Carbon Revenue, will be considered as the Successful Bidder.*
- *The 'Additional GoB Revenue Share (%)' shall be above and beyond the fixed 'Minimum GoB Revenue Share (%)', i.e. Ten percent (10%) of the Net Base Carbon Revenue and the Non- Carbon Revenue.*
- *Please refer to the 'Illustrative Example' set out below for clarity with respect to the mechanism through which the Net Base Carbon Revenue, GoB Revenue Share, and the Concessionaire Revenue Share may be calculated (subject to the assumptions set out therein), based on the Additional GoB Revenue Share (%) quoted.*
- *'X' shall be a single value and the same percentage shall be applied to both the Non-Carbon Revenue and the Net Base Carbon Revenue*

Bidders are required to fill in the value of 'X' (to exactly two decimal places) and the resulting '*Total GoB Revenue Share*', as applicable to the Net Base Carbon Revenue and the Non-Carbon Revenue, each as a single percentage (to exactly two decimal places) in the table below:

<table>
<tr><th colspan="2"></th><th>MINIMUM GOB REVENUE SHARE (%)</th><th>ADDITIONAL GOB REVENUE SHARE (%)</th><th>TOTAL GOB REVENUE SHARE (%)</th></tr>
<tr><td colspan="2">NON-CARBON REVENUE (PKR)</td><td>10.00%</td><td rowspan="2">[X]%
(Quoted to exactly two (2) decimal places)</td><td>[10.00%+[X]%]</td></tr>
<tr><td>CARBON REVENUE (PKR)</td><td>Net <u>Base</u> Carbon Revenue Amount (PKR)</td><td>10.00%</td><td>[10.00%+[X]%]</td></tr>
</table>

The '*Additional GoB Revenue Share*' (in percentage terms) = [*Insert Percentage Amount in Words*] percent ([*Insert Percentage Amount in Numerical Form*]%) (the "**Bid Price**").

<u>**Illustrative Example:**</u>

(Note: This illustrative example is provided for informational purposes only and does not provide an exhaustive list of applicable deductions and allocations, nor does it constitute definitive amounts or calculation of the deductions and allocations applicable to the Project. The deductions and allocations, and their respective amounts referenced herein, are hypothetical and solely for illustrative purposes. For the purposes of the Project, all deductions and allocations under the PPP Agreement (including the order of such deductions and allocations) shall be applied in accordance with the Applicable Standards.)

I. Calculation of the carbon credits available for sale: *Relevant Assumptions:*
   - *A total of fifty (50) carbon credits have been generated from the Project.*
   - *Twelve percent (12%) of the total carbon credits generated from the Project are to be allocated to the buffer pool (in accordance with the requirements of the relevant carbon standard) and, therefore, are not available for sale or revenue generation by the Concessionaire.*
   - *Five percent (5%) of the total carbon credits generated from the Project are to be deducted at source, for the purpose of contributing towards Pakistan's Nationally Determined Contributions (NDCs).*

PROJECT CARBON CREDIT GENERATION	PERCENTAGE	UNITS
Total carbon credits generated	-	50.0
Less project carbon standard deduction of Buffer Credits	12.00%	6.0
Less allocation towards Pakistan's NDC under the Carbon Policies	5.00%	2.5
Carbon credits available for sale		**41.5**

II. Calculation of the Net Base Carbon Revenue:

Relevant Assumptions:

- *Row A:*
  - *The cumulative price per carbon credit is assumed to be USD 40/- (US Dollars Forty only).*
- *Row C:*
  - *An exchange rate of USD 1 = PKR 300 has been assumed.*
  - *The gross carbon revenue shall be utilized for further deductions.*
- *Row E: The applicable export sales tax is one percent (1%) of the gross carbon revenue.*
- *Row H: The Carbon Policies require a one percent (1%) administrative fee to be deducted from the gross revenue generated from sale of carbon credits.*
- *Row K: The Carbon Policies require a twelve percent (12%) corresponding adjustment fee to be deducted from the net revenue generated for providing corresponding adjustments.*

			Net Base Carbon Revenue Calculation
Row	**Net Base Carbon Revenue Calculation**	**Assumed Percentage**	**AMOUNT PKR/USD**
	Gross Carbon Revenue		
A	Cumulative price per carbon credit (in USD)		40
B	Gross carbon revenue from sales of carbon credits (in USD)		1,660.00
C	Gross carbon revenue from sales of carbon credits (in PKR)		**Gross Base Carbon Revenue =** **498,000.00**
	Applicable Export Sales Tax		

D	Gross carbon revenue before tax (in PKR)		498,000.00
	Applicable Export Sales Tax		
D	Gross carbon revenue before tax (in PKR)		498,000.00
E	*Less* applicable export sales tax (in PKR)	1.00%	4,980.00
F	Carbon revenue after tax (in PKR)		**493,020.00**
	Carbon Policies (Administrative Fee)		
G	Carbon revenue before administrative fee (in PKR)		493,020.00
H	*Less* administrative fee (in PKR)	1.00%	4,930.20
I	Carbon revenue after administrative fee (in PKR)		488,089.80
	Carbon Policies (Corresponding Adjustment Fee)		
J	Carbon revenue before corresponding adjustment fee (in PKR)		488,089.80
K	*Less* corresponding adjustment fee (in PKR)	12.00%	58,570.776
L	**Net carbon revenues (in PKR)**		**Net Base Carbon Revenue = 429,519.02**

III. Calculation of the GoB Revenue Share and the Concessionaire Revenue Share:

Relevant Assumptions:

- *It is assumed that the total non-carbon revenue is PKR 10,000/- (Pakistani Rupees Ten Thousand only).*
- *The 'Net Base Carbon Revenue', as set out in the preceding table, shall be utilized for further calculations.*

- *An 'Additional GoB Revenue Share' of fifteen percent (15%) over and above the minimum GoB revenue share percentage has been quoted as the bid price by the Concessionaire.*

<table>
<tr><th colspan="2"></th><th>Minimum GoB Revenue Share (%)</th><th>Additional GoB Revenue Share (%)</th><th>GoB Revenue Share (%)</th><th>GoB Revenue Share (PKR)</th><th>Concessionaire Revenue (PKR)</th></tr>
<tr><th colspan="2">Non-Carbon Revenue (PKR)</th><td>10.00%</td><td rowspan="2">15.00%</td><td>25.00%</td><td>2,500.00</td><td>7,500.00</td></tr>
<tr><th>Carbon Revenue (PKR)</th><th>Net <u>Base</u> Carbon Revenue Amount (PKR)</th><td>10.00%</td><td>25.00%</td><td>107,379.76</td><td>322,139.27</td></tr>
<tr><td colspan="5">TOTAL</td><td>109,879.76</td><td>329,639.27</td></tr>
</table>

ANNEXURE I - AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable laws and the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*

- *This Affidavit shall be notarised with the Notary Public.*

- *For an Affidavit executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Affidavit is being issued.*

In case of Consortium, every consortium member firm should provide affidavit separately

Please find below the form and substance of the Affidavit.

AFFIDAVIT

DATED: ________________

[●]
[●]
[Address]

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

a. are not in bankruptcy or liquidation proceedings;

b. are not blacklisted by any governmental or non-governmental department/agency;

c. have not been convicted of fraud, corruption, collusion or money laundering;

d. are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the PPP Agreement;

e. [are legally and financially autonomous and operate under commercial law][3];

[3] Only relevant for the government owned legal enterprise or institution.

f. [there is no pending litigation which represents more than fifty percent (50%) of our Net Assets][4];

g. [are not under any non-performance of a contract within last two (2) years of the Bid Submission Date][5]; and

h. [have not failed to sign a contract with any procuring authority following award][6].

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

Yours sincerely,

SIGNATURE OF AUTHORIZED SIGNATORY:	[●]
NAME AND TITLE OF SIGNATORY:	[●]
NAME OF FIRM:	[●]
ADDRESS:	[●]

[4] If applicable;
[5] If applicable;
[6] If applicable;

Bid Evaluation Criteria

EVALUATION CRITERIA

Bids of only those Bidders shall be considered who meet the basic eligibility criteria set forth in Annexure A (*Basic Eligibility Criteria*)

The Implementing Agency shall attribute a technical score to responsive Technical Proposals.

Technical Proposals scoring less than **70 POINTS** shall be rejected.

The technical evaluation score shall be determined as per Annexure B – Technical Evaluation Criteria:

For technical qualification, a Bidder must score at least *Seventy (70)* or more marks. The detailed technical evaluation criteria for Technical Proposal is set out in Annexure B (*Technical Evaluation Criteria*).

The Bidder quoting the Highest Additional GOB Revenue Share (%) under Annexure H-8 (Financial Bid Form) shall be declared as the Preferred Bidder.

VOLUME 2:
TECHNICAL DOCUMENT AND SCOPE OF WORK

1. PROJECT DETAILS - BACKGROUND

This section details the technical scope of work for the Project and is divided into further subsections comprising of relevant phases, components, and features where applicable; proposed details of utilities provision; and technical quality standards to be followed. The aim is to engage a Private Sector Entity (PSE) under Public-Private Partnership (PPP) with The Forest & Wildlife Department, Government of Balochistan) for the Afforestation, Reforestation and Revegetation (ARR) Project across 34,351 ha of eligible land across mangrove sites located in Districts Gwadar and Lasbela, and develop this project as a carbon market project.

The primary objectives of engaging a concessionaire are:

- To restore degraded mangrove ecosystems and landscapes through afforestation, reforestation, and revegetation.
- To enhance carbon sequestration and biodiversity conservation in the project areas.
- To generate carbon credits
- To implement sustainable forest management practices and knowledge transfer.
- To promote socio-economic development of local communities dependent on forest resources.

The concessionaire is expected to work with The Forest & Wildlife Department, local communities and relevant stakeholders to develop a viable and informed project design to work towards environmental resilience and socio-economic upliftment across the coast of Balochistan by leveraging the carbon markets.

2. **ARR Project Design and Master Plan**

The ARR Project Design and Master Plan master plan should cover specifications and details on how the bidder aims to design, develop and implement the ARR project as a carbon market project, ensuring alignment with '*Scope of Work*' and Volume III (*PPP Agreement*) . Please find the site assessment attached in '*Site Assessment*'.

3. DEVELOPER'S SCOPE OF WORK

GENERAL:

The private sector entity (hereinafter referred to as "the PSE") will be responsible for executing the project over a 45-year period (O&M Period). This Scope of Work (hereinafter referred to as "SoW") outlines the responsibilities of the PSE across 04 phases spanning project design and development, implementation and closure, ensuring multi-faceted due-diligence, cognizant of national and international guidelines, and alignment with carbon market standards. The PSE will ensure coordination and alignment with The Forest & Wildlife Department, local communities, and all involved stakeholders to deliver a collaborative process, aligning closely with national and international guidelines and requirements.

The total tenor of the project spans 45 years (O&M Period). The scope of work for the Concession period is noted as follows:

Phases		Goal and Description	Expected Outcome
Phase 1	**Design and Development**	To establish a strong foundation by conducting feasibility studies, baseline assessments, and community consultations, and by finalizing the project design in line with carbon standard requirements.	Approved project design and documentation; validated baseline studies; established monitoring framework; secured community consent (FPIC); and validation under the selected carbon standard.
Phase 2	**Implementation Stage**	To bring the project to life through site preparation, nursery development, large-scale mangrove plantation, and active engagement of local communities in implementation.	Successful site preparation and plantation of mangroves; operational nurseries; active participation of local communities; and functioning monitoring systems in place.
Phase 3	**O&M Stage**	To ensure long-term success by maintaining plantations, monitoring growth, verifying carbon performance, and securing credit issuance through adaptive management.	High plantation survival rates; verified growth and carbon sequestration data; issuance of verified carbon credits; and strengthened community capacity for ongoing management.
Phase 4	**Project Closure, Partnerships and Knowledge-Sharing**	To conclude project activities with comprehensive reporting, foster lasting partnerships, and share knowledge and best practices for replication and scaling in other regions.	Comprehensive final reports submitted; partnerships established for long-term sustainability; lessons learned documented; and knowledge shared for replication and scaling in other regions.

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4. Design and Development Stage

a. Project Preparation

Establishment of Project Office

The PSE will establish a project office in Gwadar/Lasbela Districts, and a field office in the project area, identifying a location in consultation with the The Forest & Wildlife Department to ensure efficient, effective, and coordinated operation of the project. The project offices will serve as critical administrative units from where the project teams will operate and coordinate the project, maintaining on-ground presence and coordinating with relevant stakeholders. The offices will include relevant human resource personnel who will be responsible for execution of the ARR Project. The project offices will operate as critical hubs to develop, implement and manage the project, maintaining on-ground presence and coordinating with stakeholders. The offices will include relevant administration and human resource personnel who will be responsible for oversight and implementation of the project throughout the 30-year period. The location may be subject to change as per project requirements during phases 1 and 2, however, any decision pertaining to the location and/or potential relocation over the project period must be taken in consultation with The Forest & Wildlife Department.

- **Project Office in Gwadar/Lasbela District**

The establishment of the project office must remain cognizant of the following requirements to ensure an effective, efficient and coordinated process:

- **Location**: The location must be decided in consultation with the The Forest & Wildlife Department and be strategically positioned as a central and accessible area in any of the two districts. PSE must remain cognizant of the fact that the project sites are located across the coast of 02 districts, hence, the proposed location may be ideally positioned to allow ease of access. It must be located at an optimal distance to relevant offices such as forest offices, transportation routes.

- **Infrastructure and Facilities**: The office will be the working space for both the administrative and technical staff, and must provide them with the required space, services such as power supply, and facilities to ensure efficient project delivery. The office must include relevant furniture and supplies, including an adequate IT infrastructure with high-speed internet. Computers, printers, and other IT facilities' must be included.

- **Vehicles and Transport**: The project office must include 01 vehicle to enable team travel for project related operations and activities.

- **Operations and Human Resource**: The project team will be recruited composed of both administrative and technical personnel who will ensure informed delivery of the project and effective communication across all stakeholders, and possess a sound understanding of the carbon market landscape. The project office will operate with regular working hours and days.

- **Field Office in Project Area**

The establishment of the field office must remain cognizant of the following requirements to ensure an effective, efficient and coordinated process:

- **Location**: The location must be decided in consultation with the The Forest & Wildlife Department and be strategically positioned as a central and accessible area in t any of the two districts. It must be located at an optimal distance to relevant offices such as forest offices, transportation routes.

  During implementation stage, nurseries will also be developed by PSE to ensure swift and efficient plantation. Hence, selection of field office area may remain cognizant of this and select a suitable location where nurseries may be developed.

- **Infrastructure and Facilities**: The office will be the working space for both the administrative and technical staff, and must provide them with the required space, services such as power supply and facilities to ensure efficient project delivery. The office must include relevant furniture and supplies, including an adequate IT infrastructure with high-speed internet. Computers, printers, and other IT facilities' must be included to ensure communication and coordination with the project office. Ample storage facilities to be available to store field office equipment, tools and items. Health and safety equipment must also be included, including first aid kits and supplies to address any emergencies or natural risks. The office must also include a lab with adequate space and resources to ensure project delivery. It is preferred that the field office may also have a solar unit to provide energy, as a backup option.

- **Vehicles and Transport**: The project office must include vehicles/bikes to enable team travel for project related operations and activities, especially to access project areas.

- **Operations and Human Resource**: The field office will oversee and direct field operations for the project, including maintenance, monitoring and reporting. The field office team will be recruited composed of both administrative and technical personnel who will ensure informed delivery of the project across the sites and effective communication. This will include field supervisors, forest technicians and community liaison officers, hired from the local communities. PSE may consult with The Forest & Wildlife Department to decide and finalize required personnel. The field office will operate with regular working hours and days.

b. Project Team Recruitment and On-Boarding

The PSE will recruit members of the project team, developing cohesive Terms of References (TORs) that align with the required qualifications and expertise for the ARR project. Proposed qualifications for the identified project personnel are provided. These will be shared with the The Forest & Wildlife Department for further approval.

The team will be responsible for management and delivery of the project, providing multi-disciplinary guidance focusing on technical, legal, social, environmental and operational aspects. While recruiting the personnel, PSE must adhere to the following requirements:

- Ensure a transparent and inclusive hiring process, upholding the principles of fairness and equality and carefully assessing applicants to identify one that aligns with the identified criteria and role.
- The PSE may engage with the The Forest & Wildlife Department and/or Balochistan Forest Department to design and develop a robust criteria for the hiring of project personnel, identifying the roles and required expertise of each member. The priority must be to select highly qualified and experienced candidates who are motivated to accelerate the ARR project for the province of Balochistan, and possess demonstrated experience in similar projects, forest carbon and blue carbon interventions, and environmental efforts.
- Local community engagement through green employment through the ARR project is a priority and labor-intensive and forest specific jobs such as plantation and/or watch and ward must be provided to local community members across the project sites. They may be hired either on daily wage of monthly renumeration, ensuring community inclusion. Gender and social inclusion must be a ley consideration within this process.
- Once recruited, the team members must be accustomed to the project through an on-boarding process in which they are briefed about the project activities and relevant stakeholders. This will serve as an initial orientation to the project, followed by specific training workshops on critical project components such as blue carbon monitoring and/or community inclusion through FPIC. It is the PSE's responsibility to ensure that the hired personnel are capacitated and ready to deliver the project, ensuring rapid and efficient staff operations and mobilization.
- The PSE must provide a hiring, on-boarding and orientation plan and schedule in this regard, outlining relevant training and capacity-building that may be conducted to ensure the team is equipped to undertake project activities.
- A Monitoring & Evaluation (M&E) plan will be developed for the project team by the PSE to track and monitor progress. Additionally, the PSE will develop Standard Operating Procedures (SOPs) and guidelines to ensure key administrative components such as work hours, work days, and more. To ensure swift coordination and monitoring, the PSE may share this with the The Forest & Wildlife Department to ensure a robust oversight of project management and delivery.

To undertake this project, the following roles are recommended, however, the PSE may select suitable personnel and expand roles as per project design and requirements.

Proposed Role		**Responsibility**
1	Project Team Lead/Forest Expert	Provide overall leadership, coordinate project activities, and ensure technical soundness in afforestation and forest management practices.
2	Carbon Finance Expert	Ensure project delivery as a carbon market projects, manage carbon credit transactions, and ensure alignment with global carbon market mechanisms.
3	Forest Carbon or General Greenhouse Gas Accounting Specialist	Design and implement AFOLU and Nature-based Solutions methodologies, ensuring compliance with carbon standards.
4	Environment/Biodiversity Specialist	Safeguard biodiversity, monitor ecosystem impacts, and integrate environmental safeguards into project design.

5	Financial Expert	Oversee project budgeting, financial reporting, and ensure compliance with funding and audit requirements.
6	Community Engagement Specialist	Lead stakeholder consultations, secure FPIC, and design benefit-sharing mechanisms to strengthen community ownership.
7	Legal Expert	Ensure legal compliance with national laws, provincial laws, contracts, land tenure, and more.
8	GIS and Remote Sensing Expert	Provide spatial analysis, mapping, and monitoring support using GIS, drones, and remote sensing technologies.

While the proposed team is recommended to coordinate and ensure project delivery, the PSE may engage personnel as per their requirement and finalize the team in consultation with The Forest & Wildlife Department. Community members, as stakeholders and beneficiaries, will play a critical role in the project and provided direct employment for project activities such as plantation and afforestation, watch and ward, maintenance.

5. Comprehensive Project Workplan for the ARR Project, including supporting sections

a. Project Action Plan and Schedule

The PSE will arrange an inception meeting with the The Forest & Wildlife Department and relevant project partners such as the Balochistan Forest & Wildlife Department. This meeting will include discussions pertaining to the project development, including crucial features such as the identification of the carbon standard and methodology.

The PSE will develop a Project Action Plan and Schedule for each project phase, outlining how the PSE will undertake and deliver this project, resources that will be mobilized, and the expected workplan/timeline, preferably in Gantt form. The plan will cover each phase of the ARR carbon market project, identifying PSE's role in delivering the ARR project and ensuring development as a carbon market project.

b. Carbon Market Project Plan

The PSE will outline how it aims to develop a carbon market project, especially highlighting adherence to international best practices and guidelines to ensure the delivery of a high-quality project for ARR. The PSE is expected to meet the criteria and standards set by the carbon standards, and internationally acclaimed governmental bodies such as the **Integrity Council for Voluntary Carbon Markets.** The PSE will outline how it aims to develop a carbon market project that is aligned with these requirements, while ensuring integrity, quality, and transparency.

c. Stakeholder Engagement Plan and Community Framework

The PSE will develop a Stakeholder Identification and Engagement Plan aligned with the needs and requirements of the ARR project Action Plan and activities for the development of a carbon market project. The plan will map and identify various stakeholders, from both the public and private domains that may participate in the project in various capacities, this may include training, capacity-building and/or investment or guiding the project design. The plan will also identify the roles and capacities of each stakeholder. PSE will identify an engagement plan and schedule for stakeholders, identifying frequency and goals of engagement. The stakeholder engagement plan will cover all phases of the project and aim to ensure an inclusive and informed process.

- **Carbon Market Project Development**

Additionally, this plan will also outline frequency and modes of engagement with the carbon standard and Validation/Verification Bodies (VVBs) to ensure the development of a carbon market project. Additionally, the PSE will ensure that a robust timeline is proposed aligning with any international or national regulatory requirements. This includes alignment with the deadlines set by VVBs and carbon standards, and those outline in the Pakistan Policy Guidelines for Trading in the Carbon Markets.

- **Community Engagement Plan and Program**

The stakeholder engagement plan will encompass a comprehensive community engagement plan and program identifying how the community will be engaged. The procedure to acquire and maintain Free, Prior and Informed Consent (FPIC) will also be outlined at this stage, including a comprehensive community engagement and inclusion plan for each project stage. This may also include further information on revenue and benefit-sharing mechanisms developed for the carbon market project, capacity building and training, conflict resolution mechanisms, and Standard Operating Procedures (SOPs) for community engagement, ensuring transparency and maintenance of ethics. A Grievance Redress Mechanism (GRM) may also be outlined to ensure inclusive and coordinated project implementation.

- **Capacity Building and Training**

The PSE will include a component on capacity building and training identifying relevant stakeholders, including local communities and project partners, and identifying how they may be capacitated to ensure effective and efficient project delivery. The plan must provide frequency, schedule, and topics of training.

- **Revenue and Benefit-Sharing Mechanism**

The PSE will outline a revenue sharing mechanism that will be decided upon by all stakeholders, along with a benefit-sharing mechanism identifying how each stakeholder will benefit. The plan must align with global best practices, ensuring community inclusion and engagement. The PSE is also required to outline the modes and approaches it will utilize to disseminate benefits, both direct and indirect, from the project to stakeholders, remaining cognizant of utmost financial transparency and accountability. Hence, in consultation with The Forest & Wildlife Department it may explore various options such as a digital payment mechanism for local communities, ensuring that the selection is tailored to local landscape and realities.

d. Legal Landscape Assessments and Approvals and Permit Plan

The PSE will provide a detailed plan identifying relevant provincial, national and international **approvals, permits or certifications** that are to be acquired for the development and implementation of the carbon market project to ensure compliance, credibility, and legitimacy of the ARR project. The approvals at each stage are critical to ensure an aligned approach to deliver this intervention, ensuring compliance with key regulations and rules. The PSE will outline their approach and coordination with The Forest & Wildlife Department to secure the identified approvals.

- **Provincial Approvals**

The project must comply with the regulations and policies of the Government of Balochistan. The PSE is required to secure necessary permits from relevant departments such as the Balochistan Forest Department. This may include acquisition of a no-objection certificate (NOC) to proceed with activities that may impact forest areas under the department's jurisdiction.

The PSE must also ensure compliance with **environmental and social regulations** of the province. It will ensure adherence to environmental regulations outlined by the Balochistan Environmental Protection Act and the Balochistan Environmental Protection Agency (SEPA) Rules and Regulations.

- **National Approvals**

The PSE must identify any national approvals and permits necessary for the ARR project. As the project has successfully acquired a **Letter of Intent (LOI)** by Pakistan's Nationally Designated Authority (NDA), the Ministry of Climate Change & Environmental Coordination (MoCC&EC), the

PSE may continue engagement with NDA if the project decides to opt for authorization of credits, as per the requirements set forth under the Pakistan Policy for Trading in the Carbon Markets. In cases where Article 6 mechanisms of the Paris Agreement are relevant, the PSE must obtain explicit authorization for the project to function within those frameworks. Hence, in this plan, the PSE will outline engagement with MoCC&EC for authorization upon credit issuance. However, this is subject to consultation with The Forest & Wildlife Department.

- **International Approvals**

PSE will outline required international approvals the project must comply with to ensure a high-quality carbon market project. PSE will be responsible for:

  - **Registration and Validation of Carbon Market Project**
    PSE will engage with the carbon standard and accredited VVBs to ensure that the project is successfully registered and aligned with the identified standard and methodology. The PSE must engage internationally accredited Validation and Verification Bodies (VVBs) to ensure the project adheres to rigorous carbon accounting, monitoring, and reporting standards. PSE will ensure that all relevant documents and information is submitted to the relevant body, including a detailed Project Design Document (PDD) and Monitoring, Review and Verification (MRV) reports.

  - **Alignment with International Treaties and Frameworks**:
    The project must operate in alignment with international commitments, including the United Nations Framework Convention on Climate Change (UNFCCC), the Convention on Biological Diversity (CBD), and other relevant treaties. This alignment ensures the project supports global objectives for environmental conservation and climate action.

The PSE will ensure this plan identified relevant approvals, permits and/or certifications needed, outlining the approach to acquire along with detailed timelines and documentations required for each step. PSE will also outline responsible authorities to ensure compliance is achieved. While PSE may engage with stakeholders to expedite the process, it is the PSE's responsibility to ensure alignment with The Forest & Wildlife Department and relevant stakeholders to ensure timely acquisition of all approvals. PSE will also be responsible for providing regular updated to The Forest & Wildlife Department and ensuring coordination in this regard.

e. MRV and Risk Management Plan for the Carbon Market Project

The PSE will develop a comprehensive and multi-faceted Monitoring, Reporting, and Verification (MRV) Plan for the project, encompassing not only the operational and forest focused components, but also environmental, biodiversity and social aspects of the project. The aim of the MRV plan is to ensure accuracy, transparency, and credibility of all information and progress pertaining to carbon sequestration and stock, forest growth, project performance, community inclusion and engagement and co-benefits. The PSE may develop Key Performance Indicators (KPIs) to monitor each aspect of the project, including forest, community, environment, biodiversity and more, ensuring alignment with global best practices and carbon market guidelines. The plan may include a component on integration of resources such as technology that may be utilized to ensure robust and efficient MRV, this includes utilization of remote sensing. The MRV plan will also outline a systematic framework for preparing and submitting accurate, transparent, and verifiable documents, following a strict timeline. Periodic MRV will planning will be ensured while the PSE will be required to share data and documents with the The Forest & Wildlife Department on a frequent basis.

The PSE may follow the Climate, Community and Biodiversity (CCB) Standards to develop a robust MRV plan for climate, community, biodiversity aspects of the project, encompassing gender and social inclusion, and integrating key approaches and frameworks required under the carbon standard and methodology, such as the High Conservation Value (HCV) Approach. Monitoring and assessing Sustainable Development Goals (SDGs) may also be integrated, if required under the carbon standard. Additionally, if the project is opting for a specific label or certification, the PSE must tailor the MRV and Risk Plan accordingly. The MRV plan focusing on community will strictly monitor community inclusion and engagement, including dissemination of project benefits will be monitored.

The PSE will also develop a comprehensive risk identification and mitigation plan, referencing critical tools such as Article 6.4 Sustainable Development Tool, and especially focusing on all categories and indicators identified in Verra's AFOLU Non-Permanence Risk Assessment Tool. The plan must outline and specify potential risks across the key categories: Internal Risks, External Risks, Natural and Climate Risks. The PSE may also identify responsible authorities and parties to mitigate and address risks. A data management plan may also be integrated within the MRV to identify how information is to be stored and tracked. PSE must ensure that the MRV and Risk Management Plan is consistent with the identified carbon standard and methodology, and international best practices.

f. Financial Analysis and Resource and Finance Mobilization Plan

- **Financial and Economic Analysis**

The PSE will also conduct a detailed financial and economic analysis for the project, inclusive of a sensitivity analysis as per various pricing scenarios for the carbon credit, to provide a holistic overview of project CAPEX and OPEX costs, and expected financial performance and returns. This will ensure that the PSE is able to identify adequate financial resources to mobilize the required funding. The PSE will identify and assess both carbon and non-carbon revenues the project offers the potential to leverage.

- **Resource and Finance Mobilization**

The PSE will develop a comprehensive Resource and Financial Mobilization plan, outlining the required resources (e.g. technical, human, operational, and more) and funding. The PSE will also identify how it will mobilize the required resources and finance and ensure that the project is effectively activated. The plan is to detail the financial strategy, sources of funding, and mechanisms for resource allocation, ensuring alignment with the project's goals and timelines.

- **Revenue Sharing and Re-investment**

This plan will encompass the revenue share decided for the project and allocation amongst the main stakeholders: PSE, The Forest & Wildlife Department and the local communities. Furthermore, it will identify how carbon revenue is re-invested, including the maintenance of the benefit-sharing structure. The plan will also outline and identify non-carbon revenues that the project may produce, this includes those generated through alternative revenue generating activities such as shrimp farming or honey farming, and more.

g. Sustainability and Exit Strategy

The PSE will develop a comprehensive exist strategy encompassing how the project may sustain its results once the 30-year period is completed. It will identify key sustainability factors that are integrated into the project to ensure maintenance and longevity of project goals and benefits, this includes capacity-building and training components and development of alternative forms of revenue, improved ownership and guardianship of forests, and enhanced community forest management. The PSE may identify and develop sustainability strategies, ensuring that the project longevity is ensured.

- **Technology Transfer Plan**

The PSE will integrate a technology-transfer plan within this report, identifying how it will ensure that The Forest & Wildlife Department and Balochistan Forest Department retain, maintain and utilize the technologies procured for this project, leveraging them to maintain the project's longevity. The plan will identify the relevant training and capacity building workshops that the PSE will organize to ensure the sustainability of this project. It will also integrate community members, identifying how they may be trained in this regard.

h. Monitoring, Due-Diligence and Quality Assurance Plan for the PSE

The PSE is required to share with The Forest & Wildlife Department a monitoring, due-diligence and quality assurance/quality control (QA/QC) plan it aims to follow to ensure the delivery of this assignment. The aim of this plan is to outline how PSE will ensure the quality, transparency, and efficiency of its operations, and ensure report it to The Forest & Wildlife Department. The PSE is required to align its operations and delivery of this project with critical international standards such as International Finance Corporation's (IFC) Performance Standards and World Bank's Environmental and Social Standards (ESS), to commit to good practice to manage and deliver this project, and contributing to the delivery of high-quality project design. This is necessary to ensure the ARR project remains is environmentally sustainable, socially inclusive, and aligned with international best practices for responsible project management, contributing to enhancing the credibility, integrity, transparency, and accountability as a carbon market project.

Additionally, the PSE may also maintain a set of policies to ensure it operated in adherence to international and national best practices. PSE is required to share, if existing, or draft, key policies and Standard Operating Procedures (SOPs) including an HR policy, Equal Employment Opportunity Policy, Gender Inclusion, Non-Discrimination and Anti-Harassment Policy, Ethics Policy, Financial Transparency and Anti-Bribery Policy, Grievance Redressal Mechanism policy, Occupational Health and Safety Policy, Environment and Sustainability Policy. The policies and SOPs must cover key operational areas such as environmental compliance, social safeguards, governance, risk management, and sustainability. Additionally, they should include clear protocols for their implementation, monitoring, documentation, and reporting to ensure that all activities are conducted in a structured and accountable manner. The PSE may also develop a policy/SOP on Environmental, Social and Governance (ESG) compliance, incorporating each pillar into planning, implementing and delivery of the project activities.

The PSE may also ensure that is followed and maintains high-standards in its approach through a QA/QC plan. The PSE is required to implement stringent quality assurance protocols to monitor and uphold the reliability and effectiveness of its operations, from planting and maintenance to monitoring and reporting. The PSE will also outline its reporting and engagement with The Forest & Wildlife Department, outlining the modes of engagement and timeline of sharing monitoring and review progress.

i. Carbon Credit Marketing and Business Plan

The PSE must develop a comprehensive plan to outline how it aims to market the carbon credit project and provide a robust business case.

- **Branding and Concept Development**

The plan must identify how to leverage the potential of the project, ensuring commercialization across the globe to attract potential buyers. The plan may outline how the carbon market project may develop a grounded business case, touching upon the human and environmental aspects of the project, and ensuring that the essence of the project is adequately captured through this marketing strategy.

- **Marketing and Awareness**

Additionally, the PSE must outline marketing channels and platforms that it aims to leverage, including various national and international entities from the private sector and/or carbon market platforms. PSE may also identify commercialization mechanism such as direct agreements, spot sales, and more. The PSE will also outline strategic techniques it may use to market the project, while fostering awareness of this initiative and providing a platform for local communities to share their experience. A key suggestion is to utilize social media, through the development of a website and separate platform profiles (e.g. X, Instagram, Facebook) in order to develop and disseminate the project's critical narrative. The plan must also include a section on potential risks and how the PSE aims to manage and address any potential risks to the marketing and commercialization of credits.

By meeting these requirements, the PSE will ensure that the carbon credits generated from the project are effectively commercialized and marketed, maximizing revenue while maintaining compliance with national and international standards. This approach will also enhance the project's credibility, transparency, attract premium buyers, and deliver long-term environmental, social, and economic benefits.

j. Project Baseline Assessment and Analysis

The PSE will develop a comprehensive and informed baseline assessment and analysis, aligned with the identified carbon standard and methodology, in order to formulate and complete the PDD. The PSE will be required to develop a checklist and identify the components it must develop to fulfill the PDD (for example, if VCS+CCBS is selected as PDD template, the PSE will identify required information, develop a checklist, and ensure timely completion and preparation for listing and subsequent registration). The PSE is expected to conduct site visits and engage with local communities and relevant stakeholders to deliver each component. This may include, but is not limited to, the following:

k. Land Cover and Land Use Change Analysis

The PSE will engage closely with the project sites, and develop a comprehensive land cover and land use change analysis assessment, outlining the historical, current and projected state of the project area. The land use change will be accurately mapped and depicted through maps, where relevant, utilizing high-resolution satellite imagery, to map and classify the various land cover types. Advanced techniques, including supervised classification or machine learning algorithms, will enhance the accuracy of the analysis. To validate the satellite data, field teams will conduct ground-truthing surveys, visiting sample sites representative of different land cover categories. By comparing historical and current imagery, the PSE will gain valuable insights into land cover changes over time, providing a clear picture of baseline conditions. This analysis requires access to reliable satellite data, GIS software for mapping, and field teams equipped with GPS tools for on-site validation. The PSE will also assess and identify macro- and micro-drivers of degradation, assessing the sources and factors that influence LULC and land degradation.

l. Legal and Regulatory Assessment

The PSE will also include legal and regulatory assessments scoping relevant legal instruments that impact or govern the project area. The focus will scope across key aspects of the project such as operational, technical, economic, especially community and environmental;

m. Carbon Stock Assessment and Emission Analysis

As per the identified methodology, the PSE will examine and assess the carbon stock of the project sites to understand its potential as a carbon market project. The PSE will conduct extensive field surveys and measure both above-ground biomass and below-ground biomass using systematic sampling techniques. Scientifically validation allometric equations will be utilized. Data will be gathered through field work and site assessments and integrated with remote sensing outputs to create a comprehensive picture of the carbon stock baseline. This process will draw upon specialized tools, laboratory facilities for soil analysis, and expertise in carbon accounting methodologies aligned with IPCC guidelines or similar standards.

n. Socio-Economic and Environmental Baseline

The PSE will undertake a socio-economic profiling and baseline assessment of the local communities residing across the project area, providing critical insights into social and economic aspects such as demographics, employment, livelihoods, dependency on mangrove forests, and more. This will include conducting consultations and discussions with local communities. PSE will also assess existing vulnerabilities and conditions across the project area, especially identifying critical issues such as lack of water and sanitation and/or education access. This baseline will also identify and inform the acquisition of FPIC and development of the maintenance plan. It is important to note that the FPIC will also be acquired at this stage, prior to the development of the PDD.

The project area’s biodiversity and the ecosystem services it provides will be systematically documented through field surveys. Using techniques like transects, quadrats, and camera traps, the

PSE will inventory flora and fauna, noting species presence and abundance. Alongside this, threats to biodiversity, such as habitat fragmentation or invasive species, will be analyzed. The biodiversity assessment will rely on collaboration with IUCN / WWF to ensure accurate species identification and robust data collection.

Additional components and information will be identified as per the selected standard and methodology. The PSE will be required to closely engage with the project sites, stakeholders, including The Forest & Wildlife Department and the Balochistan Forest Department, and local communities, to conduct this activity.

o. Environmental and Social Impact Assessment (ESIA) Development and Submission

PSE will develop a comprehensive ESIA to submit to the Balochistan Environmental Protection Agency (BEPA), aligning the process and development with the relevant rules and regulations. The PSE must ensure that it aligns action with the relevant guidelines and regulatory requirements and deliver a robust ESIA for approval by the BEPA.

6. Project Design Development

The baseline assessment and project area review conducted in alignment with the identified standard and methodology will provide a comprehensive, localized and informed overview of the project area, highlighting its ecological, carbon, and socio-economic aspects. This is crucial to identify how the PSE, in consultation with The Forest & Wildlife Department and relevant stakeholders, will design the project, identifying critical features and design components such as afforestation and plantation durations, techniques, species selection, nursery development, community inclusion, and overall project management, inclusive of hiring and staffing. This comprehensive baseline will serve as the foundation for project planning, enabling the PSE to design effective interventions, monitor progress, and ensure compliance with environmental and carbon market standards. By adopting this thorough approach, the PSE demonstrates its commitment to evidence-based decision-making and sustainable development. Based upon the findings and assessment, the PSE will propose a project ARR design with specifications in this phase.

7. Carbon Market Project Listing and Registration

a. Project Description Document (PDD) Development

In consultation with The Forest & Wildlife Department, the PSE will finalize the project design and begin the development of the PDD following with the outline and requirements set by the identified carbon standard and methodology. It is the PSE's responsibility to ensure that the PDD, along with relevant required documents, such as a listing agreement, are all prepared for submission to the carbon standard for listing.

b. Project Verification and Registration as a Carbon Market Project

The PSE will engage the carbon standard and submit the developed PDD along with the required documents for listing. Once listed, the PSE will engage an accredited Validation/Verification Body (VVB) to initiate the registration process, working closely with the carbon standard to ensure delivery of required documents including PDD and listing agreement. It is the PSE's responsibility to identify the modes and platforms for application, along with the associated deadlines and required documents, and engage and work with The Forest & Wildlife Department and relevant stakeholders to complete the process.

The PSE will initiate the process by submitting the validated Project Design Document (PDD) to the carbon standard for official registration. This step will involve:

- **Pre-Registration Compliance**: Ensuring all prerequisites are fulfilled, including stakeholder consultations and environmental impact assessments, as mandated by the standard.
- **Document Submission**: Providing all required documentation to demonstrate the project's alignment with the carbon standard's methodology and objectives

i. Deliverables

The PSE is required to submit the following deliverables and ensure PDD completion by 05 months from contract signing:

Activity	Deliverable	Timeline
Project Preparation	Establishment of Project Office and Field Office	1 month from contract signing
	Terms of References (TORs) for project team	2 weeks from contract signing
	Hiring, on-boarding and orientation plan and schedule	2 weeks from contract signing
	Monitoring & Evaluation (M&E) plan will be developed for the project team	2 weeks from contract signing
	Project Team Recruitment and On-Boarding	1-2 month from contract signing
Comprehensive Project Workplan for the ARR	Project Action Plan and Schedule	2 weeks from contract signing

Project, including supporting sections	Carbon Market Project Plan	2 weeks from contract signing
	Stakeholder Engagement Plan and Community Framework	2 weeks from contract signing
	Legal Landscape Assessments and Approvals and Permit Plan	2 weeks from contract signing
	MRV and Risk Management Plan for the Carbon Market Project	2 weeks from contract signing
	Financial Analysis and Resource and Finance Mobilization Plan	2 weeks from contract signing
	Sustainability and Exit Strategy	2 weeks from contract signing
	Monitoring, Due-Diligence and Quality Assurance Plan for the PSE	2 weeks from contract signing
	Carbon Credit Marketing and Business Plan	2 month from contract signing
Project Baseline and Analysis	Share checklist with The Forest & Wildlife Department as per the PDD template for identified carbon standard and methodology	1 month from contract signing
	Land Cover and Land Use Change Analysis	2 month from contract signing
	Legal and Regulatory Assessment	
	Carbon Stock Assessment and Emission Analysis	
	Socio-Economic and Environmental Baseline	
	FPIC Acquisition	
	Environmental and Social Impact Assessment (ESIA) Development and Submission to BEPA, PSE must secure approval	
	Ensure completion of all required information and components needed for PDD development	3 months from contract signing
Project Design Development	Project Design finalization in consultation with The Forest & Wildlife Department and relevant stakeholders	4 months from contract signing

Carbon Market Project Listing and Registration	Project Description Document (PDD) Development	4 months of contract signing
	Listing and Registration of the Balochistan Carbon Offset Project	PSE is expected to begin the listing and registration process as soon as the PDD is finalized

Note: PSE may conduct and carry out activities in parallel where required to meet deadlines and cater to the interlinkages between each deliverable and activity.

Note: The PSE must complete the PDD development within 05 months of contract signing, and acquire all relevant permits, approvals and consent, including FPIC until then. PSE may engage, consult and coordinate with The Forest & Wildlife Department to ensure this timeline is met. It is solely the responsibility of the PSE to deliver the identified activities and ensure successful registration of the carbon market project. While the PDD will be developed 05 months from contract singing, the listing process and subsequent activities are to begin immediately after.

8. Implementation Stage

The ARR project will be implemented over 45 years (O&M Period), composed of 02 project plantation phases spanning two years. The tenor period comprises of the project duration which will include plantation for the ARR project, consistent and robust MRV, community engagement and program activation, and engagement of VVBs to ensure that the carbon market project successfully and efficiently issues carbon credits in alignment with the identified carbon standard. The specific project activities for crediting period are noted below:

Year 1	Plantation in Sonmiani and Kalmat Khor spanning 17,175 ha
Year 2	Plantation across the other sites, Sonmiani, Kalmat Khor, Jiwani Khor, Sahidi Khor, Sawar Khor, and Shabi and Ankara Creeks, spanning an area of 17,175 ha
Years 3-4	Monitoring, Review and Verification
	Operations and Maintenance
	Engagement of VVBs for Credit Issuance
Year 5-46	Oversee and ensure efficient and adequate MRV and credit issuance process, through engagement of VVBs when necessary

The PSE will be expected to deliver the following activities:

a. Site Preparation and Infrastructure Development

Review and Prepare Site

The project team will conduct a thorough site review, building upon the assessment in Phase 1, preparing for the required physical preparation that is required to initiate planation. The team will ensure that ideal range, soil conditions, salinity and hydrology is adequate to initiate plantation.

The PSE will ensure the site is prepared as per the requirements and design identified in Phase 1, to begin plantation. Any clearing and/or cleaning that is needed is to be done, including soil preparation. The PSE will also ensure that species selection remains suited to the identified sites and aligned with the features of the tidal zone, ensuring the delivery of the ARR project, as identified in Phase 1. The PSE will engage with the The Forest & Wildlife Department and Balochistan Forest Department to ensure site preparation.

Nursery Development

The PSE will establish nurseries across the project sites, initiating with development at Sonmiani for the 1st plantation phase. Nurseries are crucial to ensure efficient ARR activities through provision of healthy saplings that are able to withstand transplantation.

The establishment of the nurseries across identified project sites must remain cognizant of the following requirements to ensure an effective, efficient and coordinated plantation activities:

- **Location**: The location must be decided in consultation with the The Forest & Wildlife Department and be strategically positioned across project plantation sites, ensuring ease of access and transport. PSE must ensure that the nursery development follows adequate technical and operational guidelines, especially prioritizing its development of elevated ground to avoid complete submergence in water.

- **Infrastructure and Facilities**: To ensure optimal maintenance and operations, PSE must ensure, in coordination with The Forest & Wildlife Department, that the nursery has access to adequate water supply, if required. It must be able to withstand strong winds and/or waves to avoid any damage.

- **Vehicles and Transport**: Boats are to be provided for the plantation process.

- **Operations and Human Resource**: The nursery development and management plan outlined in Phase 1 will be operationalized by the PSE to operate the nurseries and ensure maintenance, and engage local community members through employment to maintain and develop nurseries.

Procure Field Equipment and Plantation Resources
The PSE will procure necessary field equipment for plantation, including propagation. This includes polybags, shovels/spades, buckets and watering cans, soil mix and seed/propagule collection bags (gunny bags). Additionally, equipment for the staff will also be procured, including hand gloves, boots, and hats, along with resources such as tagging stickers for plants. Health and safety equipment must also be included, including first aid kits and supplies to address any emergencies or natural risks.

- **Procurement of Species**: The PSE, in consultation with The Forest & Wildlife Department and Balochistan Forest Department, will review the species selection in relation to site suitability during the PDD development ensuring that native and climate-resilient species are identified for plantation. Improving diversity of species and biodiversity is a key priority in this regard, ensuring optimal ecosystem restoration.

Planting Methods and Techniques
Plantation methods and techniques identified during Phase 1 will be operationalized, remaining cognizant of plantation periods, tidal elevation, and design in terms of spacing and density. The design must ensure adequate spacing and transplantation of saplings to avoid overcrowding and provide optimal space for growth. The PSE will ensure that the project design is thoroughly followed, ensuring optimal timings of plantation as identified in Phase 1, remaining cognizant favorable soil and hydrological conditions, ideally post monsoon season to ensure provision of moist soil and lower salinity levels.

Plantation will be conducted by engaging local community through direct employment, ensuring community inclusion and ownership, Once plantation is initiated, PSE will ensure security through adequate monitoring and deployment of forest guards to safeguard afforested sites and prevent human activity.

Project Area Management and Monitoring
As outlined in Phase 1, once plantation is initiated, PSE will ensure adequate project site management including optimization of carbon sequestration through plantation, biodiversity improvement and conservation, sustainable resource use and maintenance of plantation activities in relation with local communities, while maintaining a robust MRV system. PSE must ensure the following, but is not limited to:

- **Optimal Carbon Sequestration**

PSE will ensure maximization and maintenance of carbon sequestration through ARR activities by maintaining healthy plantations, controlling pests and damage, and ensuring stringent MRV of the plantation. The PSE will be expected to utilize advanced tools and resources including remote sensing, LiDAR, and field-based sampling to monitor carbon stock changes. The PSE will also ensure that human activities or damage to mangrove plantations is prohibited.

The PSE will establish monitoring plots, using remote sensing and ground-based measurements to track planting success and mangrove growth. A real-time monitoring system will ensure transparency and accountability throughout the project lifecycle.

- **Environmental and Biodiversity Monitoring and Conservation**

The MRV framework will ensure oversight of biodiversity and environmental factors, ensuring optimal ecosystem regeneration and protection.

- **Security and Watch and Ward**

The PSE will be expected to maintain a robust security and oversight to ensure protection and healthy growth of the plantation across project sites. This includes engaging local communities to ensure watch and ward.

The PSE will ensure that the MRV plan and management remains adaptive, addressing any issue that may arise and coordinating with project partners and The Forest & Wildlife Department to ensure a swift resolution. The MRV and management methods will be continuously reviewed and revised based on a strict feedback loop between the PSE and The Forest & Wildlife Department, inclusive of project conditions and community inputs

Community Engagement and Program Activation

Ensuring coordination and alignment with The Forest & Wildlife Department and Balochistan Forest Department, the PSE will operationalize its community engagement and program:

Capacity-Building for Local Communities

At this stage, the PSE and project team will organize and initiate capacity-building for local community members who are to be engaged in ARR project activities such as plantation and watch and ward, providing them with the information and relevant skills to begin plantation activities. Local communities will also be accustomed to the project team and mechanisms.

Community Benefit and Training Program Activation

The PSE will activate the community program components focusing on the benefit-sharing mechanism through capacity-building. Capacity-building will focus on the development of alternative forms of revenues that are identified under the Community Program in Phase 1, providing locals with the skills and training to develop sources of livelihoods such as shrimp farming, mangrove honey farming, sea weed collection, eco-tourism and more. This is critical to enhance community well-being and inculcate socio-economic upliftment, which is a key reason for the development of this project. This program is to be initiated simultaneously as the plantation activities begin.

9. Deliverables and Timelines

Activity	Deliverable	Timeline
Site Preparation and Infrastructure Development	Site Assessment, Resources and Preparation Plan (Nursery development, species selection, resource procurement, operationalization of staff)	1 week from project registration with carbon standard
Planting Methods and Techniques	Begin plantation across the project site	
Project Area Management and Monitoring	Monitoring Reports and documents as per identified carbon standard and methodology,	
	Maintain project area management and oversight	
	Monitoring and Overview, PSE performance reports inclusive of QA/QC reports submitted to The Forest & Wildlife Department	
Community Engagement and Program Activation	Hiring and operationalization of community through employment in project activities	
	Capacity-Building for Local Communities	
	Community Benefit and Training Program Activation	

Note: The PSE is required to maintain engagement with the carbon standard, ensuring successful registration and begin project activities across the project area identified as per the project design. The PSE is required to ensure completion of all relevant documents, acquisition of approvals, or anything else that may be required at this stage by the carbon standard. It is the PSE’s responsibility to ensure efficient and effective carbon project operationalization.

10. Operate and Maintenance (O&M) Stage

During the O&M stage the PSE will ensure coordinated and efficient operations of the ARR project, ensuring effective and informed maintenance. The PSE will coordinate with The Forest & Wildlife Department ensuring effective communication and alignment to deliver the project. The PSE will be responsible for the following activities:

a. Maintenance and Protection of Project Area and Activities

Project Area Maintenance and Security

The PSE will ensure management, maintenance and security of the project area and afforested sites. It will engage local communities for watch and ward and maintenance, as required.

Optimal Carbon Sequestration

PSE will ensure maximization and maintenance of carbon sequestration through ARR activities by maintaining healthy plantations, controlling pests and damage, and ensuring stringent MRV of the plantation. The PSE will be expected to utilize advanced tools and resources including remote sensing, LiDAR, and field-based sampling to monitor carbon stock changes. The PSE will also ensure that human activities or damage to mangrove plantations is prohibited.

Environmental, Biodiversity, and Community MRV for the Project Area

The MRV framework will ensure oversight of biodiversity and environmental factors, ensuring optimal ecosystem regeneration and protection. It will also ensure monitoring of community engagement and benefits. This will be maintained as per the identified carbon standard and methodology. The PSE must ensure that monitoring, verification, and credit issuance processes are subject to ongoing quality assurance and adaptive management.

PSE will conduct scheduled monitoring and track changes in biodiversity and the provision of ecosystem services, such as water regulation, soil fertility, and carbon sequestration. This monitoring will involve both field-based surveys and technological tools like GIS and remote sensing. Data collected will inform future management strategies and demonstrate the project’s ecological impact.

Biodiversity and Ecosystem Conservation and Management

The PSE will adopt measures to conserve and enhance biodiversity within the project area while maintaining ecosystem services essential to the local environment and communities. The PSE will focus on restoring degraded habitats by addressing factors such as soil degradation, hydrological disruptions, and invasive species. Restoration efforts will aim to reestablish natural processes and create a balanced ecosystem.

Security and Watch and Ward

The PSE will be expected to maintain a robust security and oversight to ensure protection and healthy growth of the plantation across project sites. This includes engaging local communities to ensure watch and ward.

Adaptive Management

The PSE will periodically review and revise monitoring plans to adapt to evolving project conditions, advancements in methodologies, or updates to carbon standard requirements. This will involve:

- Utilizing and adopting new technologies and techniques, such as updated remote sensing tools or improved carbon modeling software, to enhance monitoring accuracy.
- Adjusting monitoring parameters and schedules based on environmental or operational changes.
- Ensuring compliance with the latest guidelines and requirements of the chosen carbon standard, keeping the project aligned with best practices.

These updates will ensure the monitoring framework remains dynamic and responsive to new challenges and opportunities. The PSE will ensure that the MRV plan and management remains adaptive, addressing any issue that may arise and coordinating with project partners and The Forest & Wildlife Department to ensure a swift resolution. The MRV and management methods will be continuously reviewed and revised based on a strict feedback loop between the PSE and The Forest & Wildlife Department, inclusive of project conditions and community inputs. Additionally, any approvals, or consent, that is required as per national and international guidelines and carbon market requirements are to be maintained, such as FPIC.

Capacity-Building of The Forest & Wildlife Department**, Balochistan Forest Department and Other Stakeholders**

To ensure efficient project delivery and effective MRV the PSE will consistently engage with The Forest & Wildlife Department project officials to impart training and awareness on project activities, MRV, ensuring capacitation and awareness of best practices to deliver a viable and high-quality carbon market project. This will equip The Forest & Wildlife Department staff with relevant skills and knowledge to conduct effective MRV while developing a sense of ownership.

11. Monitoring, Verification and Issuance of Carbon Credits

The PSE will work closely with the carbon standard to ensure efficient and transparent validation, registration, and issuance of carbon credits. Following 02 plantation phases inclusive of MRV aligned with the carbon standard and identified methodology against which the project was registered, the PSE will now proceed towards engagement of accredited third-party VVB to initiate action towards issuance of the first tranche of carbon credits through independent verification of monitoring data and certify project compliance with the identified standard and methodology.

Engagement of Validation/Verification Bodies (VVBs) and Facilitation of the Verification/Validation process

The PSE will ensure an adequate and efficient validation/verification process, encompassing all relevant activities and requirements to ensure successful issuance of the first tranche of carbon credits. Specific responsibilities include:

- **Engage an Accredited VVB**
  The PSE will engage a credible VVB as per the requirements of the identified carbon market standard and work closely to facilitate an efficient and transparent process.
- **Field Visits**
  The PSE will be responsible for facilitating the Validation/verification process, providing all relevant documents to the VVB as requested. This will include facilitation of field visits to verify on-ground activities, including carbon stock assessment, tree growth data, survival rates and community inclusion.
- **Review and Improve Documents**
  PSE will ensure an efficient validation/verification process and record all feedback gathered, incorporating it into the project and documents.

Engagement with the Carbon Standard for Credit Issuance
Additionally, the PSE will be responsible for receiving the reports issued by the VVB following acceptance and review of project's compliance with the methodology. The PSE will:

- **Submission for Approval and Issuance**
  The PSE will submit the documents by VVB to the carbon credit standard for review and verification.

- **Resolution of Findings**
  In case of any queries and/or requests for additional information, the PSE will engage with the carbon standard and ensure completion of all information and documents required.

It is critical to note that the PSE will maintain **utmost transparency and consistent communication** when engaging with the VVB and carbon standard, consistently coordinating efforts with the The Forest & Wildlife Department. The PSE will ensure prompt response to any queries and requests, and ensure public disclosure of all project related information and documents, enhancing transparency and confidence.

Buffer Pool Contributions
Aligning with the international carbon market standards and best practices, and those require dunder the identified carbon standard and methodology, the PSE will allocate a portion of the

generated carbon credits to the carbon standard's buffer pool. The buffer pool provides a safeguards against potential non-permanence risks, such as natural disasters or unforeseen losses, ensuring the credibility of the project's carbon credits. The total amount of the buffer pool will be decided as per the risk assessment. Additionally, the PSE will engage with the carbon standard to ensure timely release of buffer pool credits.

Compliance with Article 6

As the project has successfully acquired a Letter of Intent (LOI) by Pakistan's Nationally Designated Authority (NDA), the Ministry of Climate Change & Environmental Coordination (MoCC&EC), it will now align issuance with the requirements set forth under the Pakistan Policy for Trading in the Carbon Markets. The PSE will ensure coordination with The Forest & Wildlife Department and engage with the MoCC&EC to successfully generate ITMOs.

Continuous Engagement with VVB and Issuance of Carbon Credits

The PSE will be responsible for ensuring robust MRV of the carbon market project, ensuring alignment with the identified standard and methodology under which the project was registered and credits were issued. The PSE will ensure periodic issuance of carbon credits and engaging with the VVBs.

12. Community Program Maintenance and Operations

The PSE will ensure operation and management of the community program which includes maintenance of FPIC, training and capacity-building, benefit-sharing mechanism, and ensuring a robust MRV of community inclusion and engagement. The responsibilities will include:

- **Maintenance of FPIC**
  The PSE will ensure that the FPIC is periodically maintained and re-acquired as per the project schedule, ensuring effective and coordinated community engagement. The PSE will also ensure that all agreements made with the community under the FPIC are operational and effective.

- **Grievance Redressal Mechanism (GRM) and Community Feedback**
  The PSE will ensure that the GRM set up during the inception phase for local communities is effectively operational and utilized by community members to address any concerns. The PSE will ensure community engagements and incorporation of community feedback into the project, ensuring inclusion and transparency.

- **Benefit Distribution under the Benefit-Sharing Mechanism**
  The PSE will ensure equitable and just distribution of benefits identified under the project's benefit-sharing mechanism and identified mode of transfer. The PSE will ensure monitoring and tracking of benefit-sharing mechanisms, including training programs, under the project MRV.

- **Training and Capacity-Building**
  PSE will ensure continuous training and capacity-building for local communities, investing in inculcating critical skills such as those pertaining to mangrove plantation, growth and conservation, equipping both the locals and project personnel with skills and knowledge to ensure efficient project delivery and effective MRV.

13. Deliverables and Timelines

At this stage, the PSE is required to ensure the following:

- Ensuring coordination with The Forest & Wildlife Department and local communities, and other relevant stakeholders
- Submission of scheduled monitoring and performance reports of PSE to The Forest & Wildlife Department
- Maintain communication with the carbon standard and VVB to ensure project delivery, reporting to The Forest & Wildlife Department on each communication and ensuring coordination
- Ensure engagement with VVB and carbon standard to operationalize project and work towards transparent and verified issuance of credits as the monitoring process is completed.
- Coordinate with the NDA, if required, to ensure compliance with Article 6.
- Actively market the project and ensure awareness dissemination as per the developed Marketing Plan
- Actively engage investors and interested entities to engage with the project in various capacities, especially identification of credible buyers for the credits.
- Ensuring maintenance of FPIC, and inclusive community engagement
- Develop avenues for the generation of non-carbon revenues through alternative revenue generation pathways.
- Ensure capacity-building of all stakeholders, including local communities, The Forest & Wildlife Department, Balochistan Forest Department
- Respond to any clarifications or requests issued by carbon standard, VVB, or local stakeholders such as The Forest & Wildlife Department, BEPA, Balochistan Forest Department, and others.

The timeline is contingent upon the project registration; however, it will be decided in consultation with The Forest & Wildlife Department.

14. Project Closure and Transfer

Final Report

The PSE will be required to develop a final report, drawing upon the project experience, outlining critical achievements and identifying challenges faced. The aim is to document all lessons and highlight the progress that the project has delivered. The report will also outline the identification and operationalization of the sustainability and exit strategy, ensuring project longevity and goals are maintained. The PSE will also outline its efforts to enhancing capacities of The Forest & Wildlife Department, Balochistan Forest Department, local communities, and other stakeholders to sustain efforts and continue efforts towards environmental resilience. This report may be developed as a toolkit for future action, document invaluable lessons. The PSE will also operationalize knowledge and technology transfer, highlighting best practices, technological innovations, and strategic insights developed during the project.

The PSE may also organize final workshops for government ministries and community members. These sessions will capacitate and provide participants with the skills and knowledge needed to manage and sustain project outcomes independently. Through these efforts, PSE aims to ensure empowerment and resilience within the communities and stakeholders.

Operationalization of the Sustainability and Exit Strategy

The PSE will outline how it has ensured that project longevity is maintained, identifying key development s such as website development, social media profile engagement,. The PSE will outline project benefits and sustenance, specifically in regards to enhanced environmental resilience and socio-economic upliftment. The PSE may also draw upon MRV data over 30 years to build a robust rationale.

Deliverables and Timelines

At this stage, the PSE is required to ensure the following:

- Ensuring coordination with The Forest & Wildlife Department and local communities, and other relevant stakeholders to ensure successful project closure
- Develop a final report
- Ensure sustainability of the project in every aspect including ARR, environmental resilience and community upliftment
- Actively market the project and ensure awareness dissemination as per the developed Marketing Plan
- Operationalize the sustainability and exit strategy, including knowledge and technology transfer plan
- Organize final workshops for government ministries and community members on project development and sustenance.

RESPONSIBILITIES AND ROLES

1. RESPONSIBILITIES OF THE BALOCHISTAN PUBLIC PRIVATE PARTNERSHIP AUTHORITY (The Forest & Wildlife Department)

The The Forest & Wildlife Department will play a central, governing and collaborative role in ensuring the success of the project, contributing its resources, expertise, and commitment to sustainable development and ecological preservation. It will engage closely with the PSE to guide the project and PSE to ensure efficient, transparent and inclusive project operations.

- **Providing State-Owned Reserve Forest Lands**

The Forest & Wildlife Department will allocate **protected mangrove lands** for the project. These lands will serve as the basis for implementing project activities, ensuring that they align with the Government's broader objectives of forest conservation and sustainable resource management.

- **Facilitating Permits and Clearances**

To streamline project implementation, The Forest & Wildlife Department will facilitate PSE in acquiring necessary permits and approvals. By expediting administrative processes, the department will enable the PSE to initiate and execute project activities within the framework of regulatory compliance and environmental safeguards.

- **Supporting Community Mobilization**

Recognizing the importance of local involvement, The Forest & Wildlife Department will actively support community mobilization efforts, fostering a sense of ownership and participation among local stakeholders. Furthermore, the department will act as a mediator in resolving conflicts, ensuring that diverse community interests are harmonized and aligned with project goals.

- **Sharing Technical Expertise and Data**

Drawing from its extensive experience and resources, The Forest & Wildlife Department will provide technical expertise and relevant data to guide project design and execution. It will also coordinate with relevant stakeholders such as Balochistan Forest Department if required.

- **Monitoring Compliance and Standards Adherence**

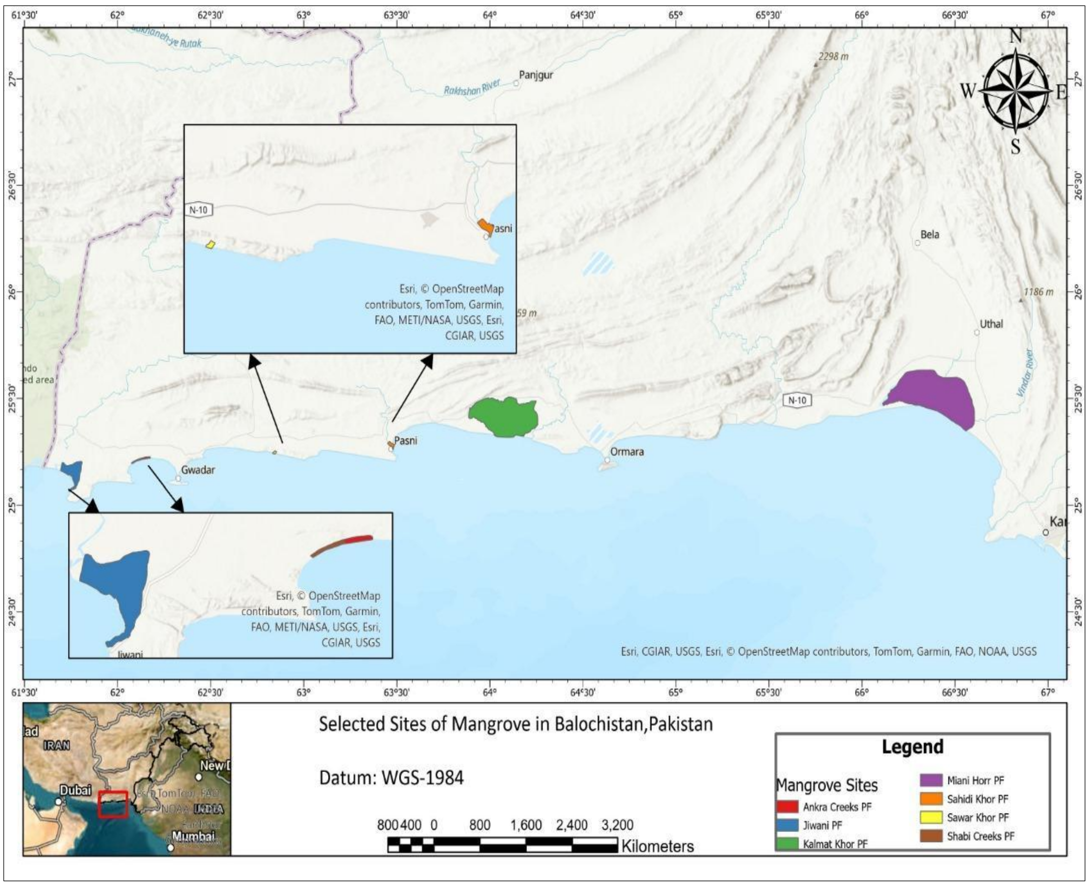
The Forest & Wildlife Department will maintain a vigilant role in monitoring compliance with project standards and agreements. Through regular oversight, the department will ensure that the PSE adheres to the agreed-upon protocols, fostering accountability and safeguarding the project's ecological and social objectives.

2. Expectations from the PSE

The PSE will be responsible for ensuring that the ARR Project in Balochistan is implemented with the highest standards of transparency, accountability, technical rigor, and alignment with international best practices in carbon market projects. The following expectations will apply:

- The PSE shall maintain full transparency, ensure continuous coordination with The Forest & Wildlife Department, and secure formal approval of all deliverables, incorporating feedback as required.
- The PSE shall ensure close coordination with The Forest & Wildlife Department and align all activities with the agreed project timeline, providing regular progress updates and addressing any delays proactively.
- The PSE shall implement strict QA/QC protocols to guarantee accurate, consistent, and reliable data, supported by regular audits and internationally recognized methodologies.
- The PSE shall periodically update monitoring plans, adopt new technologies, and comply with the latest carbon standard requirements to keep the project adaptive and credible.

- The PSE shall maintain complete, auditable records and develop a Performance Management Plan aligned with IFC Performance Standards to ensure environmental sustainability, social inclusion, and global market credibility.
- The PSE shall engage local communities through participatory approaches, ensuring Free, Prior, and Informed Consent (FPIC), inclusive benefit-sharing, and livelihood co-benefits to strengthen long-term project ownership and sustainability.



The potential project zone lies on the coast of Balochistan province in the districts of Lasbela and Gwadar, and covers the following area:

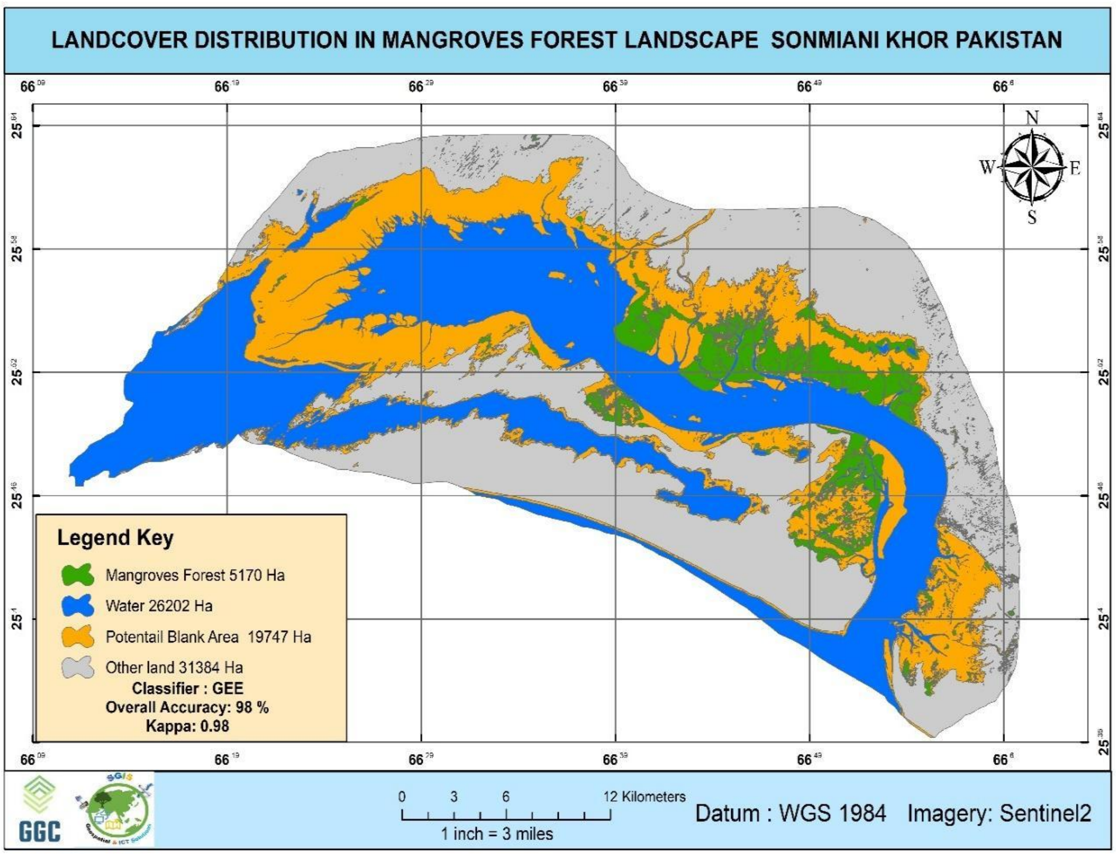
Forest Area	District	Area (Ha)
Sonmiani Khor	Lasbela	82,503
Kalmat Khor	Gwadar	55,869
Sahidi Khor	Gwadar	617
Sawar Khor	Gwadar	200.5
Shabi & Ankara Creeks	Gwadar	707
Jiwani	Gwadar	8,062

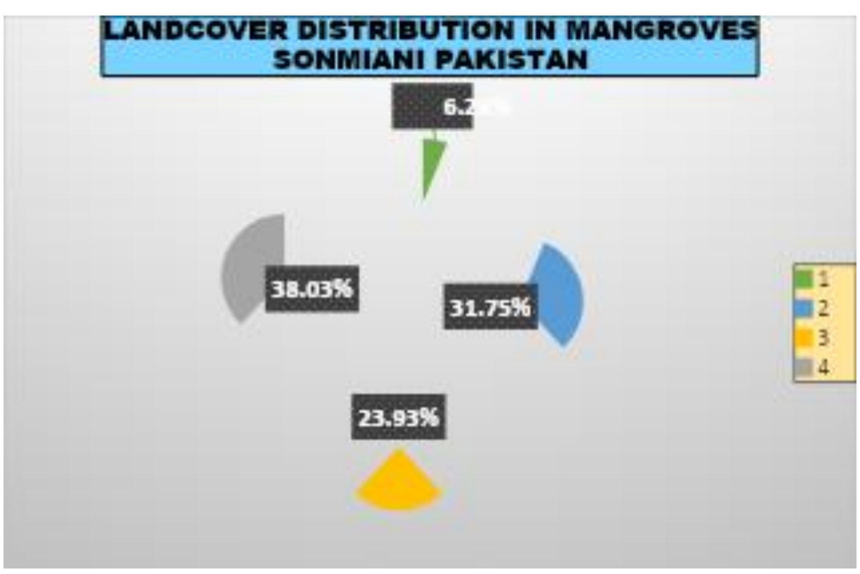
Total	147,958.5

SALIENT FEATURES OF THE PROJECT AREA

The ARR project area spans 34,351 ha across 06 mangrove sites analyzed in detail below:

1. Sonmiani Khor

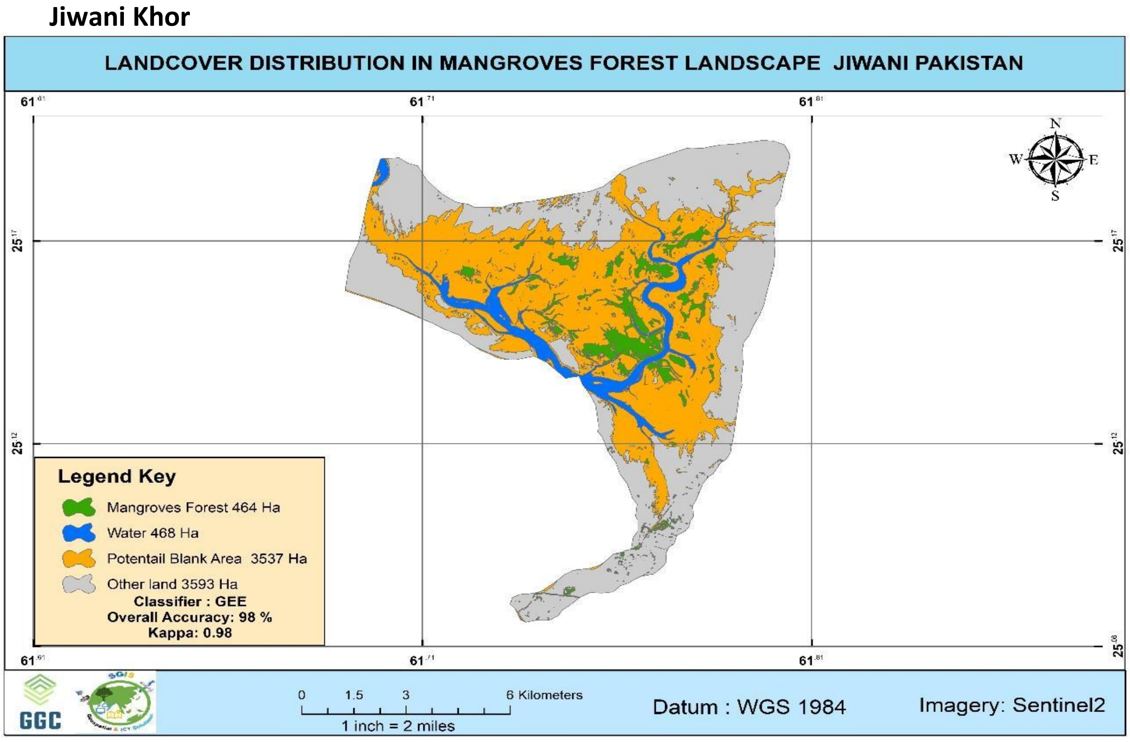




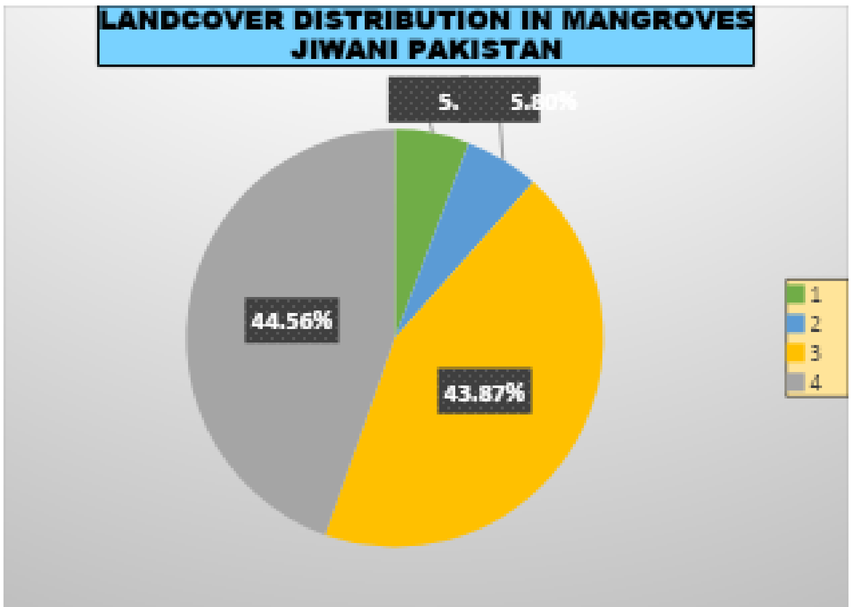
Sonmiani Khor's land cover analysis covers a total area of 82,503 hectares, and primarily depicts the impact of land uses that do not involve vegetation. As per the LULC assessment, **mangrove forests** in the location cover **5,170 ha (6.26%)**. Despite its limited coverage, the mangrove forest is ecologically crucial as it offers critical coastal protection from erosion and storm surges. Additionally, it ensures carbon sequestration that is beneficial for climate policies and carbon credit potential and acts as a nursery for marine life, benefiting local fisheries. **Water bodies** encompass **26,202 hectares (31.75%),** almost one-third of the region, including tidal flats, lagoons, and creeks. This suggests a high marine biodiversity suitable for sustainable fisheries and aquaculture. **Potential blank area** consists of **19,747 hectares (23.93%)**. This area likely includes barren saline land, mudflats, or degraded zones. **Other land** covers **31,384 hectares** (**38.03%),** and likely includes areas with dunes, rocky terrain, sparse vegetation, or human-altered landscapes. The findings are summarized and depicted below:

Land Cover Type	Area (ha)	Percentage of Total (%)
Mangrove Forest	5,170	6.26%
Water Bodies	26,202	31.75%
Potential Blank Area	19,747	23.93%
Other Land	31,384	38.03%
Total Area	82,503	100%

2. Jiwani Khor



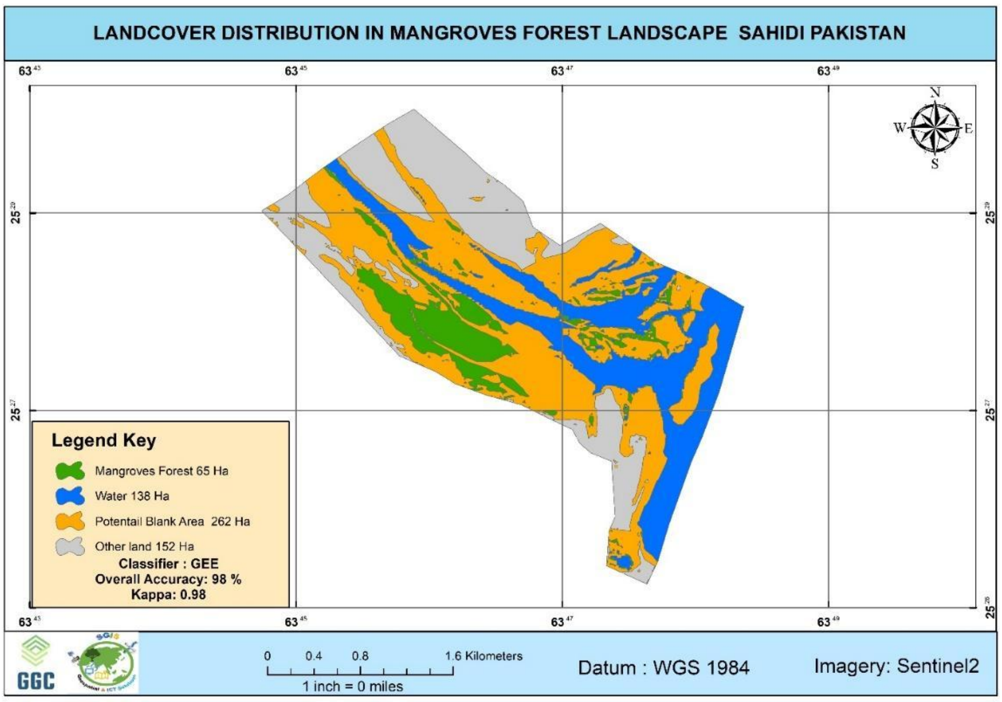
The land cover analysis of the Jiwani mangrove region, covering a total area of 8062 ha, demonstrated a landscape with limited vegetative cover and a high proportion of altered or unproductive land. In terms of **mangrove forests**, they cover **464 ha (5.75%)** and play a crucial role as ecological keystones. These forests provide essential functions such as buffering storm surges, preventing erosion, supporting marine species, sequestering carbon, and improving water quality. **Water bodies** span **468 ha (5.80%)** of the region and include tidal channels, estuaries, lagoons, and shallow coastal waters. These areas are vital for fisheries, salinity regulation, and maintaining ecosystem connectivity with mangroves.

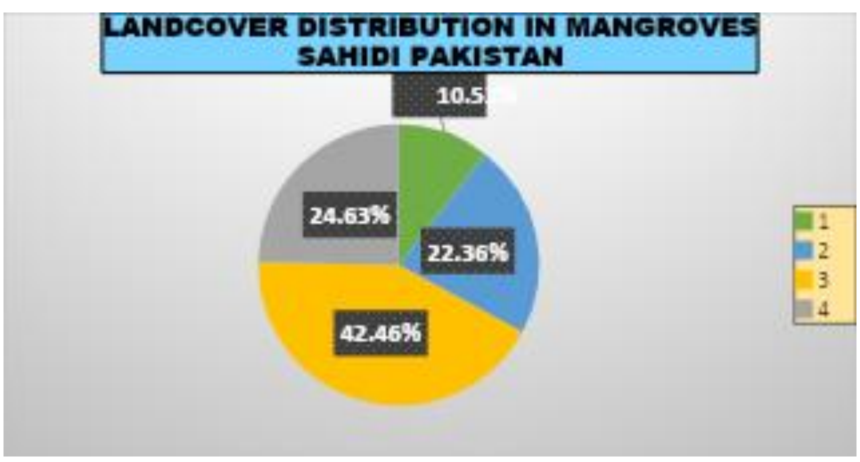


A significant portion of the region, **3,537 ha or 43.87%,** is categorized as a **potential blank area**, consisting of salt flats, barren land, or unused terrain. **3,593 ha (44.56%)** is **other land**, encompassing various terrains such as sandy areas, rocky terrain, sparse vegetation, and settlements. The findings are summarized and depicted below:

Class	**Area (ha)**	**Percentage (%)**
Mangrove Forest	464	5.75%
Water Bodies	468	5.80%
Potential Blank Area	3,537	43.87%
Other Land	3,593	44.56%
Total Area	8,062	100%

3. Sahidi Khor



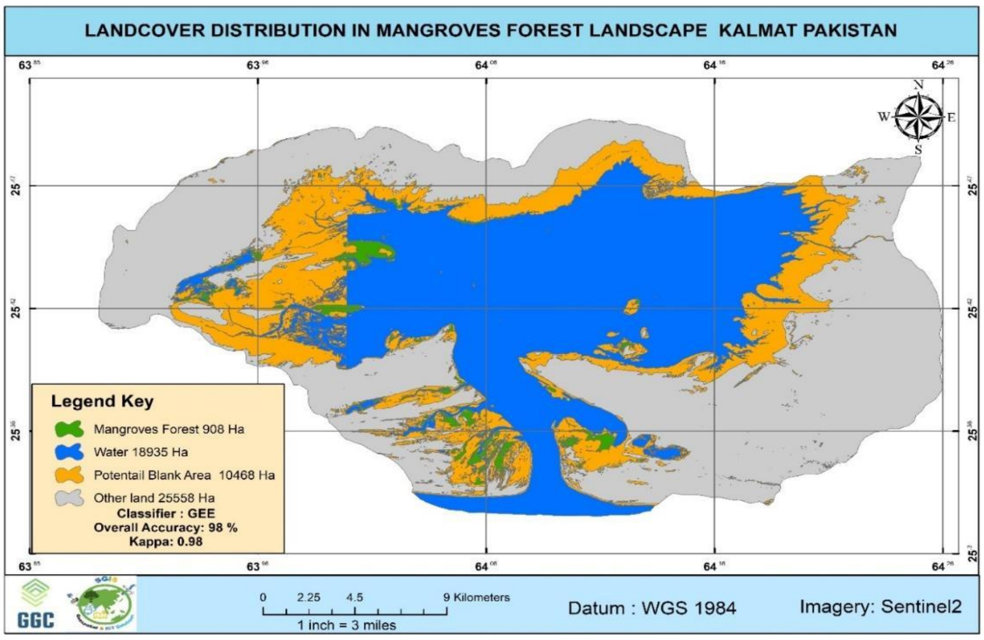


The land cover analysis of the Sahidi mangrove region, covering a total area of 617 hectares, demonstrates a high rate of potential blank area for a fruitful regeneration of mangroves forest. **Mangrove forests** span **65 ha (10.53%)**.

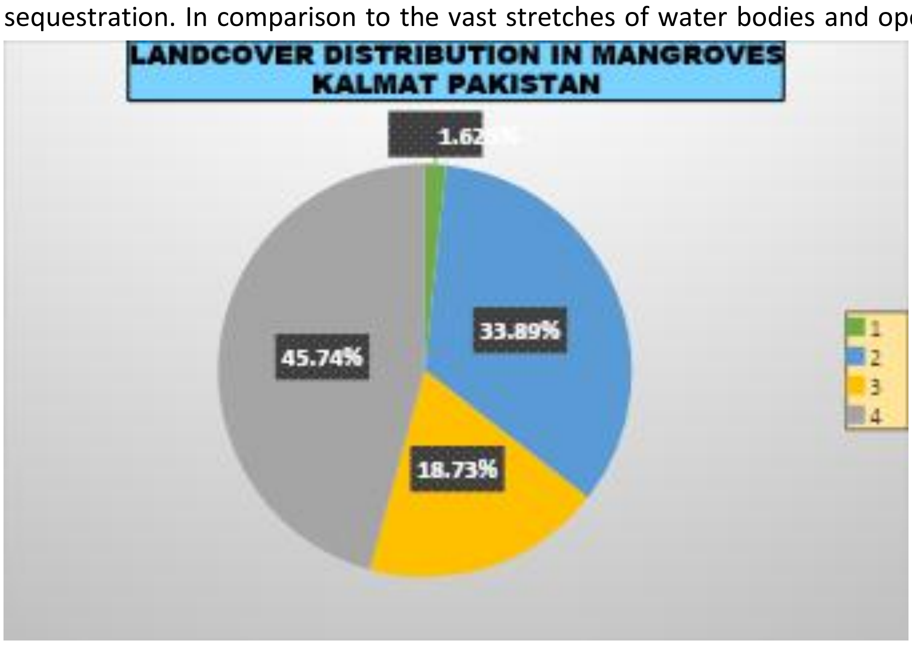
While small in size, they are still crucial for the ecosystem and provision of a habitat for coastal biodiversity, prevents erosion, and acts as a valuable carbon sink. **Water bodies** cover **138 ha (22.36%)** and are essential for fisheries, aquaculture, and natural drainage. Mapping seasonal variations using satellite imagery can provide valuable insights for managing these vital hydrological features. The **potential blank area** occupies **282 ha (42.46%),** and offers immense potential for mangrove reforestation, wetland restoration, and more. **Other land**, totaling **152 ha (24.63%),** includes various environments like sandy land and sparse vegetation. The findings are summarized and depicted below:

Land Cover Type	Area (ha)	Percentage of Total (%)
Mangrove Forest	65	10.53%
Water Bodies	138	22.36%
Potential Blank Area	282	42.46%
Other Land	152	24.63%
Total Area	617	100%

4. Kalmat Khor



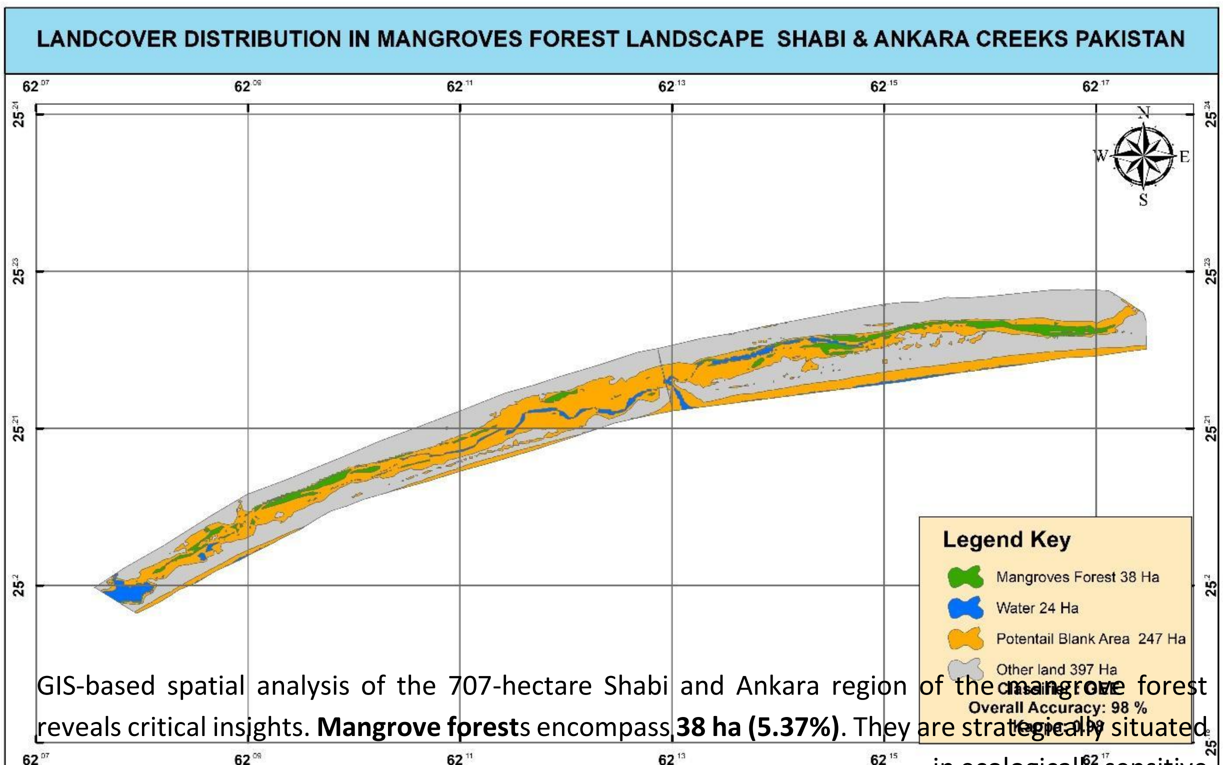
The land cover analysis of the Kalmat region, covering a total area of 55,869 hectares, reveals a landscape predominantly influenced by non-vegetative land uses. Only **908 ha (1.625%)** of land are covered by **mangrove forests** in Kalmat. This insufficient coverage is alarming, considering the significant role that mangroves play in shoreline stabilization, habitat provision, and carbon sequestration. In comparison to the vast stretches of water bodies and open spaces, the limited



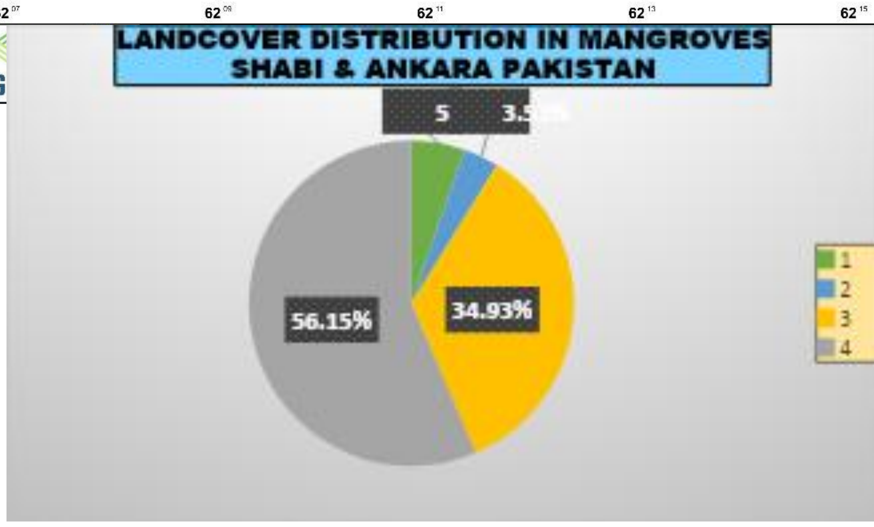
presence of mangroves underscores the pressing need for immediate conservation and expansion initiatives in the region. **water bodies** cover a significant portion of Kalmat, accounting for **18,935 ha (33.89%).** This strong hydrological presence is likely attributed to the coastal or estuarine characteristics of the region, which foster a diverse range of aquatic species and support livelihoods dependent on water resources. **The potential blank area** covers **10,468 ha (18.73%)** of the region. This space presents a valuable opportunity for restoration, afforestation, or sustainable development projects. These areas provide a chance for environmental intervention and climate-resilient land use strategies. **Other land** occupies **25,558 ha (45.74**%), the largest category makes up 51.64% of the total. This sizable percentage indicates extensive human activity, arid regions, or the presence of infrastructure development. The findings are summarized and depicted below:

Land Cover Type	Area (ha)	Percentage of Total (%)
Mangrove Forest	908	1.625%
Water Bodies	18935	33.89%
Potential Blank Area	10468	18.73%
Other Land	25558	45.74%
Total area	**55869**	100%

5. Shabi and Ankara Creeks



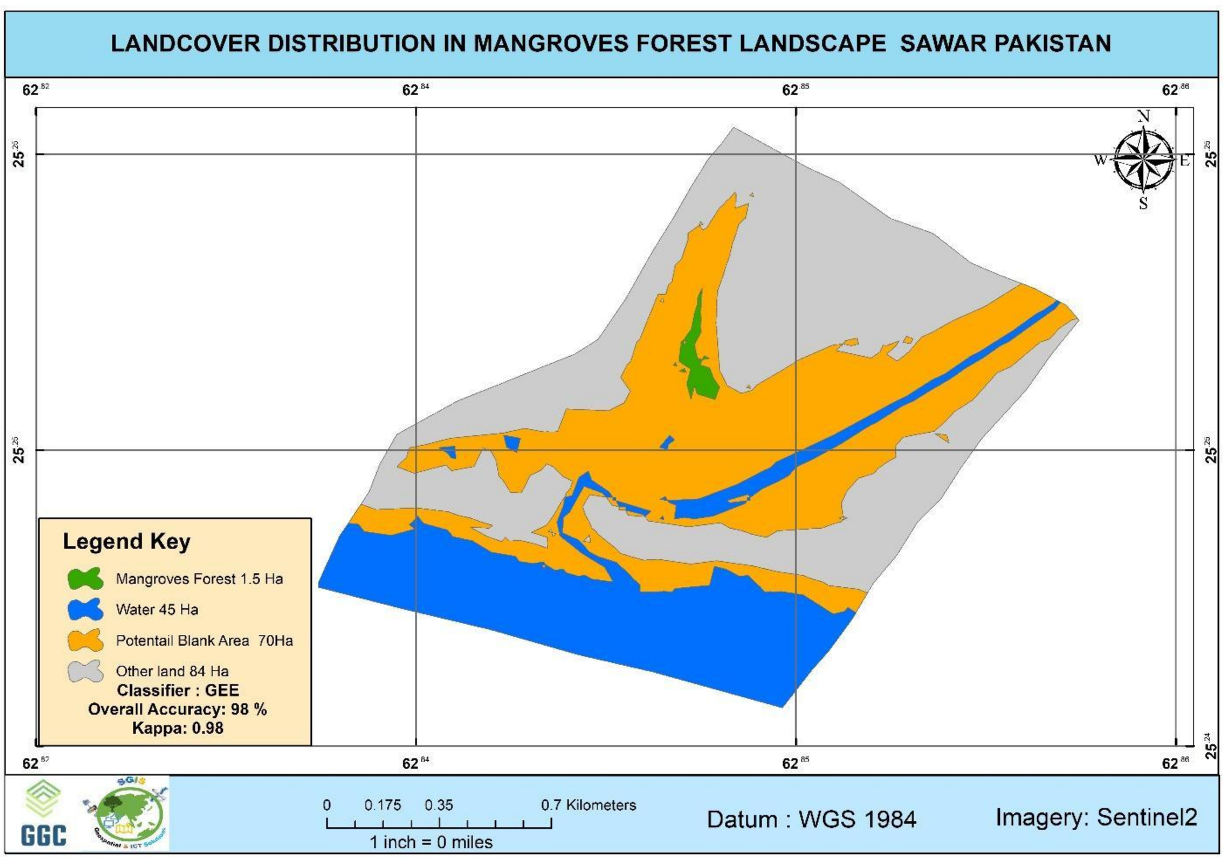
GIS-based spatial analysis of the 707-hectare Shabi and Ankara region of the mangrove forest reveals critical insights. **Mangrove forests** encompass **38 ha (5.37%)**. They are strategically situated in ecologically sensitive zones, primarily near tidal inlets or along the sheltered banks of creeks. Despite their relatively small size, they play a significant role in ecological productivity, protection against coastal erosion, and support for fish spawning. **Water bodies** cover **25 ha (3.53%)**.



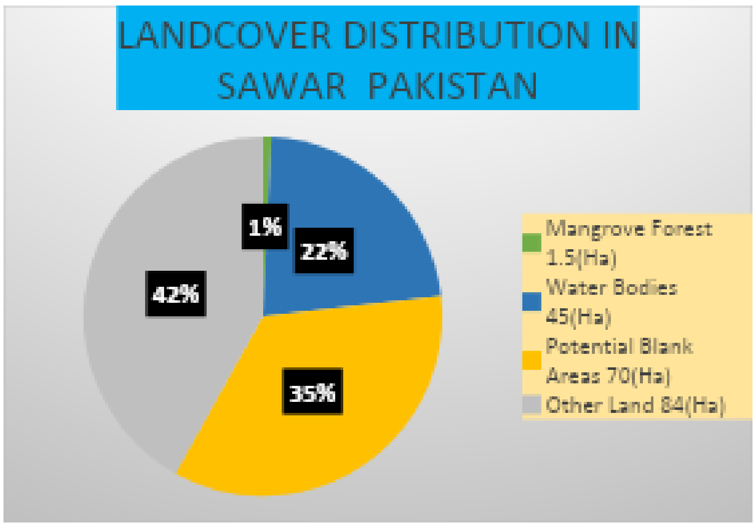
This category includes creek channels, seasonal waterlogged areas, and lagoons. Although their extent is limited, these water bodies are crucial for maintaining hydrological balance and ensuring tidal connectivity. A substantial portion, measuring **247 ha (34.93%),** is classified as a **potential blank area**. This area is likely composed of saline or degraded land, tidal mudflats, or exposed sediment zones. It presents opportunities for mangrove reforestation, wetland restoration, and carbon sequestration initiatives. The majority of the land, totaling **397 hectares (56.15**%), is categorized as **other land**. This classification typically includes sandy or gravelly surfaces, areas with sparse vegetation, and minor infrastructure or natural dunes. The findings are summarized and depicted below:

Land Cover Type	Area (ha)	Percentage of Total (%)
Mangrove Forest	38	5.37%
Water Bodies	25	3.53%
Potential Blank Area	247	34.93%
Other Land	397	56.15%
Total Area	707	100%

6. Sawar Khor



Mangrove forest covers 1.5 hectares (**1.09%**) though small, plays a crucial role in the ecosystem. It indicates limited tidal influence, most likely near sheltered creek mouths or estuarine margins. Despite its size, this patch is essential for coastal biodiversity, sediment stabilization, and carbon sequestration. It is considered a priority conservation zone and is well-suited for mangrove enrichment planting or assisted natural regeneration through community-based or climate



resilience programs. **Water bodies comprise 45 ha (32.72%),**spanning almost 40% of the total area, the water bodies in this region are thought to be a mix of tidal creeks, saline lagoons, and seasonal water channels. This suggests a highly dynamic hydrological zone that may experience tidal fluctuations or seasonal flooding. These areas play a vital role in supporting diverse aquatic ecosystems and offer promising opportunities for activities such as blue carbon storage, aquaculture, and wetland restoration. **Potential blank area** spans **70 ha (5.09%).** This category likely consists of saline flats, degraded scrublands, or unproductive coastal patches. Although currently underutilized, this area holds significant potential for ecological restoration through initiatives such as expansion of community managed green-belts. **Other land spans 84 ha (61.09%)** This category likely consists of a variety of landscapes such as barren ground, sandy terrain, rocky outcrops, and limited human activity. Although not currently ecologically active, these areas should undergo detailed analysis through advanced remote sensing or on-site investigations to assess their potential for rehabilitation, sustainable land utilization, or development planning.

Land Cover Type	**Area (ha)**	**Percentage of Total (%)**
Mangrove Forest	1.5	0.75%
Water Bodies	45	22.44%
Potential Blank Area	70	34.91%
Other Land	84	41.89%
Total Area	200.5	100%

VOLUME 3:
PPP AGREEMENT (DRAFT)