# PAKISTAN RAILWAYS

## BIDDING DOCUMENTS

***For***

## LEASING OF PAKISTAN RAILWAY LAND FOR ESTABLISHING A COMMERCIAL PLAZA/MARKET, MIX USE COMMERCIAL, IT PARK, HOSPITAL/HEALTH CARE UNIT, SHOWROOMS, FOOD AND RETAIL OUTLETS ETC FOR 21+21 YEARS

**September, 2026**

***Case Reference #:*** 473-W/10578/C.E/Pt-1/2026-27

## FOREWORD

**1.** This Bidding Documents has been prepared by **Pakistan Railways for** "Leasing of Pakistan Railway land for establishing a Commercial Plaza/market, mix use commercial, IT Park, Hospital/Health Care Unit, Showrooms, Food and retail outlets etc at different locations, for 21+21 Years. The document reflects what are considered as "best practices".

**2.** This Bidding Document has been structured in the following manner:

**a. Bidding Document Part I: Bidding Instructions**

i. Invitation to Bid;

ii. Instructions to Bidders;

iii. Eligibility Criteria;

iv. Bid Evaluation Criteria;

v. Bid Forms and Schedule; and

**b. Bidding Document Part II: Special Condition of Contract Agreement**

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**c. Bidding Document Part III: Terms of Reference & Technical Specifications**

i. Scope of work; and

ii. Technical Specifications.

**d. Bidding Document Part IV: Financial Proposal**

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# IMPORTANT NOTICE

These bidding documents are being issued to the interested bidders by the Procuring Entity solely for use in preparing and submitting their Bid for participation in the competitive bidding process being conducted by the Procuring Entity for the purposes of selection of a Successful bidder to perform the Services in relation to establishing a Multi-Storey Commercial Shopping plaza/center at different locations for 21+21 years.

The Bids will be reviewed in accordance with the Laws applicable in Pakistan. Neither the Procuring Entity, nor its employees, personnel, agents, consultants, 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 Bidding Process and the same shall have no liability for these Bidding Documents or for any other written or oral communication transmitted to the Bidders in the course of the evaluation of Bids. Neither the Procuring Entity nor its employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the Bidders for any costs, fees, damages or expenses incurred by the Bidders in evaluating or acting upon these Bidding Documents or otherwise in connection with the Services. Any Bid submitted in response to these Bidding Documents by any of the Bidders shall upon full understanding and agreement of any and all terms of these Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in these Bidding Documents.

Any Bid that is 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 these Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of these Bidding Documents and all information provided by Procuring Entity. The Procuring Entity (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 Entity (including its employees, personnel, agents, consultants, advisors and contractors etc.) in this regard.

These Bidding Documents do not constitute a solicitation to invest, or otherwise participate, in the Bidding Process, neither shall it constitute a guarantee on part of the Procuring Entity that the Agreements will be awarded.

# PART – I

## SECTION - I: LETTER OF INVITATION TO BID

To,

M/s.___________________

___________________

Dear Mr./Ms.

Pakistan Railways invites sealed bids from interested Bidders for "leasing of Pakistan Railway land for establishing a Multi-Storey Commercial Shopping Plaza/Center at ______________________________________ for 21+21 Years" under Public Procurement Rules, 2004 (the Rules amended time to time).

**1.** The bidding process is open to all parties who meet the eligibility criteria as laid down in the Bidding Document.

**2.** Bidding documents will be issued to interested Bidder upon submission of application along with tender processing fee (non-refundable) amounting to PKR 10,000/- in cash.

**3.** Detailed terms and conditions are provided in the Agreement (**Part II**) and Specifications (**Part III**).

**4.** Competitive bidding will be conducted and the Lessee will be selected using **Single Stage Two Envelope (SSTE)** procedures, in accordance with the Rule 36(b) of PPRA Rules.

**5.** It is mandatory for proposals to be made using the standard forms provided in the Bidding Documents. If any information required in the forms is missing, or is not written in the indicated location, no credit will be given during evaluation for such omission.

**6.** 1 (one) original and 1 (one) copy of "**Technical Proposal**" and 1 (one) original of "**Financial Proposal**" in the prescribed forms given in the Bidding Documents, separately sealed, signed & stamped as per Clause 15 of the BDS, must be delivered to the address given below by not later than 22nd September**, 2026** **14:00 Hrs.** **PST (Pakistan Standard Time).**

**OPENING OF BIDS**: 22nd September, **2026 at 14:30 Hrs. PST (Pakistan Standard Time)**
**ADDRESS:** Director General/Property & Land, Pakistan Railway, Hqrs: office, Lahore
**PHONE #** 042-99201769
EMAIL # jdplhq2023@gmail.com

7. The Technical Proposal will be opened on the same day in the presence of the authorized representatives of the Bidders who may wish to attend. The Financial Proposal of only technically responsive Bidders will be opened at a time and date to be specified.

8. The Procuring Entity may reject all proposals at any time prior to the acceptance of a proposal as per Rule 33 of the PPRA Rules.

9. Bidding documents can be downloaded from Pakistan Railways website (www.pakrail.gov.pk,) or PPRA (www.ppra.org.pk). Bidding Documents available on websites are for information purposes, however, for submitting Bids the interested firms/companies can obtain any information and purchase Biding Documents from Director General/Property & Land, Pakistan Railways, Headquarters Office, Lahore upon cash payment of PKR 10,000 (non-refundable).

**YOURS SINCERELY,**

**DIRECTOR GENERAL/PROPERTY & LAND**
**PAKISTAN RAILWAYS**
**HEADQUARTER OFFICE, LAHORE**
**Ph# +92-42-99201769**

# SECTION - II: INSTRUCTIONS TO BIDDERS

## A: DEFINITIONS

(a) **"Agreement"** means the Agreement for "Establishing a Commercial Plaza/market, mix use commercial, IT Park, Hospital/Health Care Unit, Showrooms, Food and retail outlets etc at different locations for 21+21 Years to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document.

(b) **"Bid(s)"** means documents required to be submitted in response to the Invitation to Bid and ITB.

(c) **"Bidding Data Sheet" or "BDS"**, means Section III of the Bidding Documents.

(d) **"Bidder(s)"** means Commercial Property Developers, Real Estate Development Companies/Developers, Construction Companies, JVs/ Firms, Consultant/Architect firm or Individual Investors who meet the eligibility requirements as set out in the Bidding Document.

(e) **"Bid Prices"** means the prices included in the Schedule of Prices, as specified in Clause 19 of the ITB.

(f) **"Bid Security"** means the bid security to be given by the Bidders, as detailed in Clause 13 of the ITB.

(g) **"Bid Submission Deadline"** has the meaning given in the BDS.

(h) **"Bidding Documents"** means the documents prepared by the Procuring Entity for the selection of the Bidder dated September, 2026 and bearing reference No. 473-W/10578/C.E/2026.

(i) **"Lessee"** means the successful Bidder with whom the Procuring Entity would sign the Agreement.

(j) **"Day"** means Working Day.

(k) **"Evaluation Committee"** means the evaluation committee set up under Sub-Clause 16.1 of the ITB in order to evaluate the technical and financial proposals of the Bidders.

(l) **"GOP"** means the Government of Pakistan.

(m) "**Instructions to Bidders" or "ITB**" means the instructions to bidders provided in Section II of Part I of the Bidding Documents.

(n) **"Invitation to Bid"** means the letter included in the Section I of Part I of the bidding documents, released/published by the Procuring Entity.

(o) **"Letter of Acceptance"** means the notification of award as specified in Clause 24 of the ITB.

(p) **"Net Worth"** means the total net assets (total assets minus total liabilities) as stated in the audited financial statements of the Bidder.

(q) **“Parties”** means the Procuring Entity and the Lessee or Bidder, as the case may be.

(r) **“Procuring Entity”** means the Pakistan Railways, with which the Successful Bidder will sign the Agreement for the Services.

(s) “**Project**” means the lease for Establishing a Commercial Plaza/market, mix use commercial, IT Park, Hospital/Health Care Unit, Showrooms, Food and retail outlets etc at different locations for 21+21 years by the Procuring Entity to the Successful Bidder.

(t) **“Proposal”** means the Technical Proposal and/or the Financial Proposal, as the case may be.

(u) “**Rules**” means the Public Procurement Rules, 2004, amended up to date

(v) **“Service(s)”** means the services to be performed by the Lessee pursuant to the Agreement and the Technical Specifications.

(w) **“Sub-Contractor(s)”** means any person(s) or entity (ies) to whom the Bidder would sub-contract part of the Services in accordance with the requirements of the Agreement and the Technical Specifications.

(x) **“Technical Proposal”** and **“Financial Proposal”** means the technical proposal and financial proposal as specified in Clause 9.1 of the ITB.

(y) **“Technical Specifications”** mean the terms of reference and technical specifications contained in the Part III of the Bidding Document.

## B. INTRODUCTION

**1. Scope of Bid**

**1.1** The Procuring Entity as defined in the BDS intends to receive Bids for the Project. Bidders shall be selected in accordance with the method of selection specified in the Bidding Documents. The Bidder must quote for the complete scope of Services. Any Bid covering partial scope of Services will be rejected as non-responsive.

2. Eligible Bidders

**2.1** Bidding is open to all eligible bidders as defined in definitions and Bidding Data Sheet Clause 2.1, 18 & 20.

**2.2** A Bidder shall not have any conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if *inter alia*,

a. they have controlling shareholders in common; or
b. they receive or have received any direct or indirect subsidy from any of them; or
c. they have the same legal representative for purposes of this bid; or
d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
e. Bidder or any affiliated entity, participated as a consultant in the preparation of the design or Technical Specifications that are the subject of the Bid, the list of circumstances provided above, which may constitute a conflict of interest, is not exhaustive, and the Procuring Entity shall be the sole determinant of when a conflict of interest shall arise.

**2.3** A bidder may not, in the sole determination of the Procuring Entity, be eligible to participate in Bids for the Project while under sanction (including but not limited to blacklisting) by the GoP or provincial government. A Bid from a sanctioned firm will be rejected.

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| **3. Eligible Services** | **3.1** | Services to be supplied by the Lessee under the Agreement shall have their origin in eligible countries as per the laws of Pakistan. |
| | **3.2** | For purpose of this Clause, "origin" means the place from which and where the Services are supplied. |
| **4. Cost of Bidding** | **4.1** | The Bidders shall bear all costs associated with the preparation and submission of their respective Bids and the Procuring Entity shall in no case be liable for such costs, regardless of the conduct or outcome of the bidding process. |

**5. Contents of Bidding Documents**

**5.1** In addition to the Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any schedules or addenda issued in accordance with Sub-Clause 7.1 of the ITB.

a. **Part I:** Instructions to Bidders & Bidding Data Sheet
Schedules to Bid comprising the following:

**i)** Schedule A: Specific Services Data
**ii)** Schedule B: Integrity Pact
**iii)** Schedule C: Letter of Technical Proposal
**iv)** Schedule D: Form of Bid Security
**v)** Schedule E: Form of Power of Attorney for purposes of Clause 14.6 of the ITB
**vi)** Schedule F: Checklist

b. **Part II:** Agreement

c. **Part III:** Terms of Reference for the Bidders and Technical Specifications of the Project

d. **Part IV:** Financial Proposal – Letter and Form

**5.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

**5.3** The Bidders shall obtain the Bidding Documents directly from the Procuring Entity in the manner specified in the advertisement. Bidding Documents obtained from any other source shall not be valid.

**6. Clarification of Bidding Documents**

**6.1** A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may make a request for clarification from the Procuring Entity in writing on the letterhead of the Bidder, and such request for clarification shall be sent to the Procuring Entity's address indicated in the BDS.

**6.2** The Procuring Entity shall only consider a request for clarification received at **least 5 (five) days prior to the deadline for the submission of Bids**. Clarification requests received after this time shall not be entertained. The Procuring Entity shall respond to any request for clarification received within the stipulated time before two (2) working days prior to the deadline for the submission of Bids. Copies of the Procuring Entity's response shall be forwarded to all prospective Bidders who have received the Bidding Documents, including a description of the enquiry but without identifying its source.

**6.4** The Procuring Entity shall not be bound by any verbal interpretation of the Bidding Documents, which may be made by the Procuring Entity or any of the Procuring Entity's representatives. Only interpretations made in writing by the Procuring Entity in accordance with the procedure sets forth in this Bidding Documents shall be binding.

**7. Amendment of Bidding Documents**

**7.1** At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.

**7.2** Any addendum issued pursuant to Sub-Clause 7.1 of the ITB shall be deemed to form part of the Bidding Documents, and shall be communicated in writing to all Bidders who have acquired the Bidding Documents within 2 (two) days of the Procuring Entity's approval of the addendum. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.

**7.3** To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for submission of Bids.

**8. Language of Bid & Notifications**

**8.1** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in the English language. Any printed literature furnished by a Bidder may be written in another language, so long as the same is accompanied by an English translation. For purposes of interpretation of quotation Bid, the English translation shall govern.

**8.2** The Procuring Entity may make announcements or issue notifications through registered mail, delivery by hand against signature, electronic mail or fax, provided that the electronic mail addresses and fax number are given on the forms submitted by the Bidder. Announcements and notifications made by the Procuring Entity to Bidders at the electronic mail or fax numbers provided by the Bidders shall be deemed to have been received by the Bidders on the date of such communication by the Procuring Entity.

**8.3** [●] Not Used

**8.4** For the correspondence sent to the Procuring Entity by Bidders through electronic mail or fax, the date of receipt shall be taken as the date of communication, provided that communication made through electronic mail or fax must be confirmed by the Procuring Entity on the same day. Notifications which are not confirmed by the Procuring Entity within 1 (one) working day shall be considered as not realized. In order to ensure the confirmation as realized, to the Bidders may make communication through registered mail. Notifications made through electronic mail or fax will be documented in such a way to contain the date of notification and its content.

**8.5** Notifications through electronic mail shall be made by using the official electronic mail address of the Procuring Entity.

**9. Documents Comprising the Bid, Technical Proposal, Financial Proposal and Sub-Contracting**

**9.1** The Technical Proposal to be prepared by the Bidder shall comprise of the following documents:

(a) Letter of Technical Proposal
(b) Specific Services Data
(c) Integrity Pact
(d) Bid Security furnished on the Form of Bid Security in accordance with Clause 13 of the ITB.
(e) Power of Attorney furnished in accordance with Sub-Clause 14.6 of the ITB.
(f) Documentary evidence furnished in accordance with Clause 11 of the ITB
(g) Documentary evidence furnished in accordance with Clause 12 of the ITB.

The Financial Proposal to be submitted by the Bidder shall comprise the following documents:

(a) Letter of Financial Proposal
(b) Form of Financial Proposal

**9.2** The Bid shall comprise two envelopes submitted in accordance with Clause 15 of the BDS, one called the Technical Proposal and the other called the Financial Proposal containing the respective documents listed in Clause 9.1 of the ITB, both envelopes enclosed together in a single outer envelope.

**9.3** All documents listed under Sub-Clause 9.1 of the ITB shall be submitted using the relevant forms. The documents must be completed by the Bidder without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**9.4** The Bidder shall furnish the Technical Proposal and a Financial Proposal as specified in Sub-Clause 9.1 of the ITB, including all particulars as specified in the Bidding Documents, in sufficient detail to demonstrate the adequacy of the Bidder to meet the requirements thereof. No amendments to the Technical Proposal or Financial Proposal may be made during the period of evaluation unless permitted by the Bidding Documents.

**10. Sufficiency of Bid**

**10.1** Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid and of the fee entered in the financial forms.

**10.2** The Bidder is advised to obtain for itself at his/her own cost and responsibility all information that may be necessary for preparing the Bid and entering into an Agreement for execution of the Services.

**11. Bidder's Eligibility and Qualification**

**11.1** The Bidder must possess the capability and the experience as stipulated in Bidding Data Sheet and the qualification criteria stipulated in the Bidding Documents.

**11.2** Pursuant to Clause 9 and Sub-Clause 11.1 of the ITB, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Services and the obligations under the Agreement.

**11.3** The Procuring Entity shall determine, to its satisfaction, during the evaluation of the Technical Bid, whether a Bidder meets the eligibility and qualifying criteria specified in the BDS. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Financial Proposal. A negative determination shall result in the disqualification of the Bidder, in which event the Procuring Entity shall return the unopened Financial Proposal to such disqualified Bidder.

**12. Documents Establishing Services' Conformity to Bidding Documents**

**12.1** The documentary evidence of the Services' conformity to the Bidding Documents may be in the form of literature, maps and data and the Bidder shall furnish documentation as set out in Bidding Data Sheet.

**12.2** The Bidder shall comply with the standards stipulated by the Procuring Entity in the Bidding Documents for the provision of the Services, including specifications as to human resources, materials and equipment, and ensure that such standards are reflected in the submitted Technical Proposal.

**13. Bid Security**

**13.1** Each Bidder shall furnish, as part of its bid, a Bid Security equivalent to the amount stipulated in Bidding Data Sheet in the form of a Bank Guarantee / CDR / Pay Order / Demand draft issued by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan in favor of Financial Advisor & Chief Accounts Officer/Pakistan Railways (**FA&CAO/PR**).

**13.2** The Bid Security shall be submitted using the Form of Bid Security included as Schedule D in case of Bank Guarantee. The Bid Security must include the complete name of the Bidder. The Bid Security shall be valid for 180 days. The Bidder shall extend the Bid Security if informed by the Procuring Entity in writing to do so.

**13.3** Any Technical Bid not accompanied by a substantially compliant Bid Security shall be rejected by the Procuring Entity as non-responsive.

**13.4** The Bid Security of the successful Bidder will be returned when the successful Bidder deposits the upfront fee (non-refundable)/ Premium and first year annual rent in advance as per ITB 25.1.

**13.5** The Bid Security may be forfeited under either of the following circumstances:

(a) if a Bidder withdraws its Bid during the bid validity period (as specified in the BDS); or

(b) if a Bidder does not accept the correction of his Bid Price,

(c) in the case of a successful Bidder, if he fails to:

i. Pay the non-refundable upfront fee and annual rent within stipulated time in accordance with Clause 25 of the ITB, or

ii. sign the Agreement, in accordance with Sub-Clauses 24.3 of the ITB

iii. Fulfill its obligations as specified on or prior to the signing date of the Agreement.

**14. Validity, Format, and Signing of Bids**

**14.1** Bids shall remain valid for the bid validity period stipulated in the BDS. A bid valid for a shorter period shall be rejected by the Procuring Entity as un-responsive.

**14.2** In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request the Bidder to extend the period of validity of their respective Bids. The request, and responses to the request, shall be in writing. A Bidder may refuse the request and withdraw the Bid without forfeiting the Bid Security. A Bidder granting the request for extension in the Bid validity period shall not be required or permitted to modify its Bid.

**14.3** All Schedules to the Bid are to be properly filled, completed and signed.

**14.4** No alteration is allowed in the Letter of Technical Proposal or Letter of Financial Proposal. In case of any alteration, the Bid shall be rejected by the Procuring Entity.

**14.5** Each Bidder shall prepare the original and number of copies, as specified in the BDS, of the documents comprising the Bid as described in Clause 5 of the ITB and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

**14.6** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, photocopies are also acceptable). The name and position held by each person signing the authorization must be written or typed below the signatures.

**14.7** The Bid shall be delivered in person or sent by registered mail at the address as given in the BDS.

**14.8** Any interlineations, erasures, or overwriting in the Bid shall only be valid if such interlineations, erasures or overwriting are signed or initialed by the person signing the Bid.

## D. SUBMISSION OF BIDS

**15.** Deadline for Submission, Sealing, Modification, Substitution & Withdrawal of Bids

**15.1** Sealed Bids must be received by the Procuring Entity at the address provided in BDS not later than the Bid Submission Deadline. The Bids shall be sealed in the manner specified in the Bidding Data Sheet.

**15.2** Bidders shall submit their Bids by mail or by hand. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

**15.3** Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be returned unopened to such Bidder.

**15.4** Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to Bid Submission Deadline.

**15.5** Withdrawal of a Bid during the interval between the Bid Submission Deadline and the expiration of bid validity period (specified in the BDS) may result in forfeiture of the Bid Security pursuant to sub-clause 25.3 of the ITB.

**15.6** In case any envelope is not sealed or marked as required in the Bidding Documents, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Bid.

**15.7** The Procuring Entity may, at its discretion, extend the Bid Submission Deadline, by amending the Bidding Documents under the terms there-of, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**15.8** The Procuring Entity shall not consider any Bid that arrives after the Bid Submission Deadline. Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.

## E. BID OPENING AND EVALUATION

**16. Bid Opening**

**16.1** An evaluation committee, as constituted by the Procuring Entity for the evaluation of bids, shall open the Bids (including withdrawals, substitution and modifications made pursuant to Clause 15 of the ITB) in the presence of the Bidders' authorized representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. Technical Proposals shall be opened first. At the end of the evaluation of the Technical Proposals, the Procuring Entity shall invite technically substantially responsive Bidders, eligible for award, to attend opening of the Financial Proposals.

The Financial Proposals shall remain unopened and shall be held in the custody of the Procuring Entity until the specified time of their opening. If the Financial Proposal and Technical Proposal are submitted in one envelope, the Procuring Entity may reject the entire Bid.

The Bidders' authorized representatives who are present shall sign in a register evidencing their attendance.

**16.2** Envelopes marked "Modification", "Substitution" or "Withdrawal" shall be opened and read out in that order (Modification first, Substitution second, and Withdrawal third) and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 15 of the ITB shall not be opened.

**16.3** All Bidders' envelopes holding the Technical Proposal shall be opened one at a time, and the respective Bidder's name, bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, shall be announced by the Procuring Entity. The Procuring Entity shall record minutes of Bid opening.

Only Technical Proposals read out and recorded at the Bid opening as specified in this Clause 16.5 shall be considered for evaluation.

**16.4** Not Used

**16.5** The Procuring Entity shall prepare a record of the opening of Technical Proposals that shall include, at a minimum, the name of the Bidder and whether there is a withdrawal, substitution or modification, and the presence or absence of Bid Security, The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder's or a representative's signature shall not invalidate the contents and effects of the record.

**16.6** At the end of the evaluation of the Technical Proposals, the Procuring Entity shall invite Bidders who have been determined to have submitted substantially technically responsive Bids, and have been determined as being qualified for award to attend the opening of the Financial Proposals. The date, time and location of the opening of Financial Proposals shall be advised in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of the Financial Proposals.

**16.7** The Procuring Entity shall notify Bidders in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive to the requirements of the Bidding Documents.

**16.8 A** committee consisting of odd number of members nominated by the Procuring Entity shall open the Financial Proposals in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated under Sub-Clause 16.6 of the ITB above.

**16.9** All envelopes containing Financial Proposals shall be opened one at a time and the name of the Bidder, whether there is a modification, withdrawal or substitution, Bid Prices, including any discounts, details of the Bid Security and any other details the Procuring Entity may consider appropriate, shall be read out. Only Financial Proposals read out and recorded during the opening of the Financial Proposals shall be considered for evaluation.

**16.10** The Procuring Entity shall prepare a record of the opening of Financial Proposals that shall include, at a minimum, the name of the Technically Qualified Bidder. The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder or a representative's signature shall not invalidate the contents and effects of the record.

**17. Clarification of Bids**

**17.1** To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

Any clarification submitted by the Bidder that is not in response to a request of the Procuring Entity shall not be considered. The request for clarification and the response shall be in writing.

A failure to provide clarification as requested by the Procuring Entity may result in the rejection of the Bid.

**18. Preliminary Examination & Determination of Responsiveness of Bids**

**18.1** Prior to detailed evaluation pursuant to Clause 20 of the ITB, the evaluation committee will determine the responsiveness of the Technical Proposals in the following manner:

**(a)** the Committee will examine each Technical Proposal to determine whether:

(i) The Technical Proposal is complete and does not deviate from the scope;

(ii) The completion period offered is within specified limits;

(iii) The Bidder meets the desired eligibility criteria including the requisite experience;

(iv) The Technical Proposal does not deviate from basic technical requirements;

(v) The Technical Proposal is generally in order;

(vi) The required sureties have been furnished;

(vii) The required documents have been submitted; and

(viii) The required documents have been properly signed, where applicable.

(b) the Bid shall not to be considered, if:

(i) It is unsigned;

(ii) Its validity is less than specified bid validity period (as specified in the BDS);

(iii) It is submitted for incomplete scope of work;

(iv) It indicates alteration in Letter of Technical Proposal

(v) The Bidder refuses to accept arithmetic correction;

(vi) It is materially and substantially different from the Conditions/Specifications of the Bidding Documents; and

(vii) Submission of Conditional Bid.

After determining the responsiveness of Technical Proposals in the light of criteria stated in Sub-Clause 18.1 of the ITB, further action on technical evaluation will be taken.

18.2 Prior to the detailed evaluation, pursuant to Clause 20 of the ITB, the Evaluation Committee shall determine the substantial responsiveness of each Technical Proposal to the Bidding Documents. For purpose of these Clauses, a substantially responsive Technical Proposal is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

**19.Bid Price**

**19.1** The Bidder shall completely fill the Letter of Financial Proposal and Form of Financial Proposal indicating the fee for the Services to be performed under the Agreement.

**20. Detailed Evaluation of Technical and Financial Proposals**

**20.1** Only the Technical Proposals previously determined to be substantially responsive pursuant to Clause 18 of the ITB shall be evaluated and compared in detail by the Procuring Entity as per the requirements given hereunder.

**20.2** The Technical Proposal submitted by the Bidder shall be examined in detail whether the Services offered by the Bidder comply with the evaluation criteria of the Bidding Documents, including the BDS. For this purpose, all personnel capabilities, equipment, materials and services standards offered by the Bidder shall be reviewed for which the Bidder's data submitted with the Bid under Schedule A to Bid (Specific Services Data) shall be compared with the technical features/criteria prescribed by the Procuring Entity in the Technical Specifications. Other technical information submitted with the Bid regarding the scope of Services will also be reviewed including importations required, if any.

**20.3 Bidders** obtaining minimum qualifying marks, as specified in the Bidding data Sheet, shall be declared technically qualified. Financial proposals of technically qualified Bidders shall be opened while Procuring Entity shall return the unopened Financial Proposal to the disqualified Bidders.

**20.4 [●]** Not Used

**20.5 To** evaluate a Financial Proposal, the Procuring Entity shall consider the following:

a. The quoted upfront fee.
b. The quoted annual rental.
c. Annual quoted rentals for the first year will be discounted to reach at Present Value as explained in Bidding Data Sheet. Quoted upfront fee and present value of quoted annual rentals will be summed up and compared to determine the highest quoted amount among the bidders.

**20.6** The Procuring Entity shall compare all Bids of technically qualified bidders to determine the highest bid in accordance with Sub-Clause 20.5 of the ITB.

**20.7** If the Bid which results in the highest Bid is unbalanced or unrealistic in the sole determination of the Procuring Entity, the Procuring Entity may reject the Bid without justifying the reasons.

**20.8** The Evaluation Committee's determination of Financial Proposal's responsiveness shall be based on the contents of the Financial Proposal itself without recourse to irrelevant evidence.

**20.9** A Financial Proposal determined as substantially non-responsive shall be rejected and shall not subsequently be made responsive by the Bidder by correction. Any minor informality or non-conformity or irregularity in a Financial Proposal which does not constitute a material deviation may be waived by Procuring Entity, in its sole discretion, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

| | | |
|---|---|---|
| **21. Confidentiality** | **21.1** | The Procuring Entity shall keep all information regarding the technical or final evaluation confidential, as the case may be, until the time of the announcement of the respective evaluation reports in accordance with the Rules.<br><br>No Bidder shall contact Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Procuring Entity. The evaluation result shall be announced at least fifteen (15) Days prior to award of Agreement. The announcement to all Bidders shall include table(s) comprising read out Bid Price, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated. |
| | **21.2** | Any effort by a Bidder to influence Procuring Entity in the Bid evaluation, bid comparison or decision to award the Agreement may result in the rejection of his Bid. |
| **21a. Grievance Redressal Mechanism** | **21a.1** | **Whereas**, any Bidder feeling aggrieved may lodge a written complaint within 7 (seven) days of announcement of the technical evaluation report and 5 (five) days after issuance of final evaluation report. |
| | **21a.2** | The Procuring Entity shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of Bidders that may occur prior to the entry into force of the procurement contract. |
| | **21a.3** | Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) well before the proposal submission deadline. |
| | **21a.4** | In case, the complaint is filed against the technical evaluation report, the Grievance Redressal Committee constituted by Procuring Entity shall suspend the procurement proceedings.<br><br>In case, the complaint is filed after the issuance of the final evaluation report, the Bidder/complainant cannot raise any objection on technical evaluation of the report. |

**21a.5 The** Grievance Redressal Committee shall investigate and decide upon the complaint within ten days of its receipt.

## F. AWARD OF AGREEMENT

**22. Post Qualification**

**22.1** The Procuring Entity, at any stage of the Bid evaluation, having credible reasons for or *prima facie* evidence of any defect in a Bidder's capacities, may require the Bidder to provide information concerning its professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons in writing. The recorded reasons shall form part of the records of that Bid evaluation report.

**22.2** The evaluation shall take into account the Bidder's financial and technical capabilities. The evaluation shall be based upon an examination of the documentary evidence of the Bidders' qualifications submitted under Clause 11 of the ITB, as well as such other information required in the Bidding Documents

**23. Award Criteria & Procuring Entity's Right**

**23.1** Subject to Sub-Clause 23.2 of the ITB, the Procuring Entity shall award the Agreement to the technically qualified Bidder who has offered the highest Bid Price, provided that such Bidder has been determined to be qualified to satisfactorily perform the Agreement in accordance with the provisions of Clause 22 of the ITB.

**23.2** Notwithstanding Sub-Clause 23.1 of the ITB, the Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of the Agreement, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Entity 's action except that the grounds for the Procuring Entity's rejection of all Bids shall, upon request, be communicated to any Bidder who submitted a Bid, without justification of the grounds. Notice of the rejection of all the Bids shall be given promptly to all the Bidders.

**24. Notification of Award & Signing of Agreement**

**24.1** Prior to expiration of the bid validity period (as specified in the BDS), the Procuring Entity shall notify the successful Bidder in writing ("Letter of Acceptance") that its Bid has been accepted.

**24.2** **[.]**

**24.3** The formal agreement between the Procuring Entity and the successful Bidder shall be executed within fifteen (15) days, or extended time period, of fulfillment of conditions precedent to the agreement.

**24.4** Until the Agreement is formally executed, the Letter of Acceptance, duly accepted by the Bidder, shall constitute a binding Agreement. Nothing in this Clause shall restrict or nullify the obligation of the Bidder to sign the Agreement.

**24.5** **In** case where the successful Bidder, who is most advantageous (highest ranked) Bidder, escapes or withdraws from the procurement process or fails to meet the requirements for award as mentioned in the Letter of Acceptance, then the Procuring Entity shall consider the second highest ranked Bidder for award of contract after forfeiting the Bid Security of the highest ranked Bidder.

Provided that:

- The prices of the other (i.e., 2nd most advantageous) Bidder are not abnormally deviating from the estimates or market prices (analyzed by the Procuring Entity) as per the practices of the particular business or trade, and Procuring Entity after making an analysis of combination of all other related aspects, is of the view that the object of procurement may bring Value for Money;
- There are no indications of collusive practices between the most advantageous or (highest evaluated bidder) and other bidder(s) and in such case the process of debarment of the bidders is initiated in accordance with mechanism defined in the Rules; and/or
- There are no irregularities in the procurement

process leading towards miss-procurement.

**25. Upfront fee and annual rent**

**25.1** The successful Bidder shall deposit the upfront fee / non-refundable premium and first year annual rent within 30 days as per instructions laid down in the BDS.

**25.2** [•]

**25.3** Failure of the successful Bidder to comply with the requirements of Sub-Clauses 15.5, 23.1, 25.1 and 26.1 of the ITB shall constitute sufficient grounds for the annulment of the Letter of Acceptance and forfeiture of the Bid Security.

**26. Fraud and Corruption**

**26.1** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule B in the Bidding Documents. Failure to provide such Integrity Pact shall make the bid non-responsive.

**26.2** The Bidder shall observe the highest standards of ethics during the process of submission of the Bid and during the evaluation process. The terms used in this Clause 26 shall have the following definitions:

(a) "corrupt and fraudulent practice" means the offering, giving, receiving of soliciting of anything of value to influence the action of a public official or the Lessee in the procurement process or in contract execution to the detriment of the Procuring Entity; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of the public official's duty;

(b) "Coercive practice" means impairing or harming, threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party;

(c) "Collusive practice" means, the arrangement between two or more parties to the procurement process or contract execution, designed to establish, with or without the knowledge of the Procuring Entity, prices at artificial, noncompetitive levels for any wrongful gain.

(d) "Obstructive practice" by 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;

(e) "Integrity violation" means any act which violates Anticorruption Policy including corrupt and fraudulent practice, coercive practice, collusive practice and/or obstructive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation into any of the foregoing or from pursuing an investigation or acts intended to materially impede the exercise of inspection and audit rights.

**26.3** The Procuring Entity may reject a Bid if it determines that the Bidder, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.

**26.4** The Procuring Entity may cancel the Agreement on a determination at any time that the Bidder engaged in any way in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.

**26.5** If at any time the Procuring Entity determines that the Bidder has, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice, obstructive practices and/or any integrity violation in competing for or in executing, a GoP or Provincial Government (PG) or any other government contract, the Procuring Entity may take any act to sanction a Bidder as permitted by the applicable laws, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, from the award of any contract by the Procuring Entity and recommending to the GoP and provincial government that the Bidder be disqualified from participation and award of any project or contract to be awarded by the GoP or provincial government, as the case may be.

**26.6** The Procuring Entity shall have the right to inspect accounts and records and other documents relating to the Bid submission and the performance of the Services and the Agreement, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Bidders shall assist the Procuring Entity upon any request to inspect accounts and records and shall timely provide requested information to the Procuring Entity.

**27. Eligible Countries**

**27.1** A Bidder, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws).

## SECTION - III: BIDDING DATA SHEET

The following specific data for the Project to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. In case of conflict between the terms of this Bidding Data Sheet (**"BDS"**) and the terms of the Instructions to Bidders, the provisions of the Bidding Data Sheet shall prevail.

### A. General

**ITB 1.1**

**Scope of bid**. The procuring entity intends to lease out Railway land for Establishing a Commercial Plaza/market, mix use commercial, IT Park, Hospital/Health Care Unit, Showrooms, Food and retail outlets etc on following sites for 21+21 years.

| Bid Reference No. | Location | Area (sft) Tentative | Bid Security | Benchmark for Bidding | |
|---|---|---|---|---|---|
| | | | | One Time Non-refundable Commitment Fee | Annual Rent |
| **Peshawar Division** | | | | | |
| PSC-1 | Kabul River Seen/Nowshera (Plot-A) | 3600 | 3 | 16 | 2 |
| PSC-2 | Kabul River Seen/Nowshera (Plot-B) | 9000 | 3 | 38 | 4 |
| PSC-3 | Kabul River Station Yard (Plot-A) | 4000 | 2 | 6 | 2 |
| PSC-4 | Kabul River Station Yard (Plot-B) | 4000 | 2 | 6 | 2 |
| PSC-5 | Kabul River Station Yard (Plot-C) | 4000 | 2 | 6 | 2 |
| PSC-6 | Kabul River Station Yard (Plot-D) | 4000 | 2 | 6 | 2 |
| PSC-7 | Kabul River Station Yard (Plot-E) | 4000 | 2 | 6 | 2 |
| PSC-8 | Attock City Station (Plot-F) | 28195 | 4 | 72 | 5.2 |
| PSC-9 | Risalpur Station Yard | 22500 | 2 | 28.5 | 3.5 |
| PSC-10 | Mardan Station Yard (Zaman Sons Plaza) | 27456 | 5 | 61.5 | 20.5 |
| PSC-11 | Mardan Plot-C | 1054 | 2 | 12.5 | 2.5 |
| PSC-12 | Mardan Plot-D | 1440 | 2 | 16.5 | 3 |
| **Rawalpindi Division** | | | | | |
| RWP-1 | Near Bakery Chowk Rawalpindi | 27000 | 10 | 160 | 15 |
| **Lahore Division** | | | | | |
| LHR-1 | Faisalabad Tariqabad Road (Plot-C) | 24840 | 5 | 70 | 8 |
| LHR-2 | Sambrial | 1750 | 1 | 8 | 1 |
| **Sukkur Division** | | | | | |
| SUK-1 | Near L-xing No.67 DN side, Sadiqabad | 119540 | 4 | 53 | 13.5 |
| SUK-2 | In front of micro tower, Sadiqabad (Plot A&B) | 3704 | 1 | 3.5 | 1.5 |

**i. Lease Structure**

- Initial Lease Period: 21 years
- Extension: Extendable for another 21 years on same/ mutually agreed terms
- Ownership of Land: Pakistan Railways (at all times)
- Ownership of Building:
  - Constructed by Lessee at own cost
  - Transfer to Pakistan Railways at expiry of lease (without compensation)
  - First Right of Refusal to Ex-Lessee in case of Re-auction unless he is neither defaulter Nor in any litigation with P. Railways

ii. **Development Responsibility**

- Entire construction, approvals/NOCs, utilities, finishing, branding and maintenance shall be the sole responsibility of the Lessee
- Design must comply with:

| | |
|---|---|
| | • Local building by-laws<br>• Railway safety and operational clearances<br>• Pakistan Railways shall have no capital expenditure liability |
| **ITB 2.1** | **Bidding is open to all eligible bidders i.e.,** Commercial Property Developers, Real Estate Development Companies/Developers, Construction Companies, (JVs/Firms), Consultant/Architect firm or Individual Investors (having Letter of Understanding and Authorization issued by Commercial Property Developers, Real Estate Development Companies/Developers, Construction Companies, JVs/ Firms, Consultant/Architect), the Companies registered with the Securities & Exchange Commission of Pakistan (SECP) or registered with Pakistan Engineering Council or an Individual register with FBR & active on Tax Payer List |
| **ITB 13.1** | The Bid Security against each project as shown in scope of bid of bidding data sheet ITB 1.1 shall be furnished in the form of a bank guarantee / pay order / CDR /Demand draft from the scheduled bank as per State Bank of Pakistan requirements in favour of Financial Advisor and Chief Accounts Officer (FA&CAO), Pakistan Railways**.** **Bid Security is to be enclosed with the Technical Proposal in original.** |
| **ITB 14.1** | **Bid Validity Period**<br>The bid should remain valid for 180 (one hundred and eighty) Days from the date of opening of Technical Bids (i.e., the Bid Submission Deadline). |
| **ITB 14.5** | One copy is required along with original. |
| **ITB 14.7** | The bid shall be delivered at the following address.<br>The Director General, Property & Land, Pakistan Railway Headquarter office, Lahore. |
| **ITB 15.1** | Bidder shall submit 1 (one) original and 1 (one) copy of "Technical Proposal" and 1 (one) original "Financial Proposal" on the prescribed forms alongwith original bidding document duly signed by representative of Pakistan Railway and the bidder.<br><br>Bidding shall be conducted on single stage two envelop procedure as under:<br><br>(i) the bid shall be a single package consisting of **two separate envelopes**, containing separately the Financial and the Technical Proposals. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the Project. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Project, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE".<br><br>(ii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained un-opened in the custody of the Procuring Entity;<br><br>(iii) the Procuring Entity shall evaluate the Technical Proposal in the manner prescribed in advance, without reference to the price and shall reject any Proposal which does not conform to the specified requirements;<br><br>(iv) during the technical evaluation, no amendments in the Technical Proposal shall be permitted;<br><br>(v) after the evaluation and approval of the Technical Proposals, the Procuring Entity shall |

| | |
|---|---|
| | open the Financial Proposals of the technically accepted bids, publicly, at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; and<br><br>(vi) The financial bids of technically non-responsive bidders shall be returned un-opened to the respective bidders. |
| **ITB 15.2** | Proposals must be submitted not later than the following date and time:<br><br>Deadline for submission of Bids: 14:00 Hrs. PST (Pakistan Standard Time) on **22nd September, 2026** ("Bid Submission Deadline") |
| **ITB 16.1** | **Venue, Time and Date of Technical Proposal Opening**<br><br>**Venue:** The Director General, Property & Land, Pakistan Railway Headquarter office, Lahore.<br><br>**Date: 22nd September, 2026**<br>**Time:** PST (Pakistan Standard Time) 14:30 Hrs.<br><br>The Financial Proposals of the technically responsive Bidder(s) will be opened at a date provided later on. The sealed Financial Proposals of technically non-responsive Bidders will be returned un-opened. |
| **B. Preparation and Submission of Bids** | |
| **ITB 18.1** | **Following is also added**<br><br>**<u>QUALIFICATION REQUIREMENTS</u>**<br><br>**Eligibility Criteria**<br><br>A Bid received from a Bidder, shall only be considered for further evaluation if all the following components (and the relevant requirements of the Bidding Documents) are satisfied. The Bidder should fulfill each of the following requirements to be declared as eligible for technical evaluation:<br><br>**A. Constitutive Documents as Proof of Existence**<br>• The Bidder must be a legal entity which includes a firm registered with Registrar of Firms, a Company registered with the Securities & Exchange Commission of Pakistan (SECP) or registered with Pakistan Engineering Council or an Individual register with FBR & active on Tax Payer List.<br>• Bidder should provide a detailed description of its entity including:<br>➢ Legal Name;<br>➢ Complete head office, contact information, including mailing address, telephone number and an e-mail address;<br>➢ Incorporation details, including certification of incorporation/registration, memorandum and articles of association/partnership deed and amendments made therein till date of submission of bid.<br><br>**B. Registration with Tax Authorities**<br>• The Bidder must possess a valid registration certificate from the Income Tax Authority (i.e., the NTN certificate) and relevant Sales Tax Authority, if applicable.<br>• Bidders must be having Active taxpayer status.<br>**C. Non-Blacklisting, No Conflict of Interest & Litigation History** |

| | |
|---|---|
| | i. Each Bidder shall provide evidence in the form of an affidavit on legal paper (PKR 500/-) duly notarized by the notary public stating that Bidder:<br>• is not in bankruptcy or liquidation proceedings;<br>• is never blacklisted by any governmental or non-governmental department / agency;<br>• is never convicted of, fraud, corruption, collusion or money laundering;<br>• has not previously entered into any contract/agreement with Pakistan Railways which was terminated prior to completion period due to default;<br>• is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its/his/her capability to comply with the obligations under the Agreement;<br>• is legally and financially autonomous and operate under commercial law;<br>• has no pending litigation that prevents or materially impedes in performing its obligations in respect of the Services and the Terms of the Agreement.<br>**Bidder shall provide details of any ongoing litigation.*<br><br>**D. Financial Soundness**<br>• Minimum net worth (average of immediately preceding three years) of the Bidder shall not be less than:<br>a. **75 million Rupees for Kabul river Station Yard (Plots, A, B, C, D & E), Mardan Plot C & D, Sambrial and Sadiqabad (Plot A & B).**<br>b. **125 million Rupees for Plot-A & B at Kabul River Seen Station, Risalpur and Sadiqabad near L-xing No.67 Dn**<br>c. **200 million Rupees for Plot-C at Faisalabad Tariqabad Road, Attock City Station (Plot-F) and Mardan Station Yard (Zaman Sons Plaza).**<br>d. **400 million Rupees for Plot at Bakery Chowk Rawalpindi.**<br>based on the audited financial statements of respective years to demonstrate the current financial soundness of the Bidder's financial position or proof of assets duly evaluated by State Bank accredited evaluator including closing balance as per its bank statement, in case of individual.<br>(h) The Bidder shall have minimum annual turn-over (average of immediately preceding three years):<br>a. **25 million Rupees for Kabul river Station Yard (Plots, A, B, C, D & E), Mardan Plot C & D, Sambrial and Sadiqabad (Plot A & B).**<br>b. **50 million Rupees for Plot-A & B at Kabul River Seen Station, Risalpur and Sadiqabad near L-xing No.67 Dn**<br>c. **75 million Rupees for Plot-C at Faisalabad Tariqabad Road, Attock City Station (Plot-F) and Mardan Station Yard (Zaman Sons Plaza).**<br>d. **125 million Rupees for Plot at Bakery Chowk Rawalpindi.**<br>Based on the audited financial statements of respective years or bank statement including tax returns in case of individual.<br>**E. Minimum Experience**<br>The Bidder or firm authorizing bidder must have minimum seven (07) years of National / International experience in Construction/Designing of Buildings (Commercial, Residential and Govt. Buildings), OR Development of Societies, Commercial & Residential Schemes.<br><br>**Note**: *Where the bidder is an individual, he/she shall furnish a duly executed Letter of Understanding and Authorization issued by a Commercial Development Company OR Real Estate Developer, OR Construction/Design Company, authorizing the bidder to undertake the project. In such case, the experience and credentials of the authorizing company shall be considered for the purpose of technical evaluation.* |

| | |
|---|---|
| ITB 20.2 | **Technical Evaluation** The Technical proposals declared substantially responsive in pursuance to instruction to bidders Clause No.18.1 and BDS Clause No.18.1 shall be evaluated as under: |

**Technical Evaluation**

The Technical proposals declared substantially responsive in pursuance to instruction to bidders Clause No.18.1 and BDS Clause No.18.1 shall be evaluated as under:

(i) It will be examined in detail whether the Services offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, personnel capabilities and services standards offered by the Bidder will be reviewed for which the Bidder's data submitted with the Bid under Schedule A (Specific Services Data) to Bid will be compared with the technical features/criteria prescribed by the Procuring Entity in Technical Specifications. Other technical information submitted with the Bid regarding the scope of work will also be reviewed, if any.

(ii) The criteria for evaluation of Technical Proposal shall be:

| Sr. No. | Category | Total Marks |
|---|---|---|
| 1. | Bidder Profile | 10 |
| 2. | Relevant Experience | 40 |
| 3. | Financial Credibility | 50 |
| | **Total** | **100** |

The breakup of the each of the category is given hereunder:

**1. Bidder Profile**

The Bidder profile shall be assessed on the basis of experience on the following parameters:

| Category | Max. Marks | Documents to be provided by the Bidder |
|---|---|---|
| **Having existence as a registered legal entity since:** | | |
| Less than 07 years | 0 | *Proof of registration with relevant authorities should be provided* |
| More than 07-year Upto 10 years | 7 | |
| More than 10 years Upto 15 years | 8 | |
| More than 15 years | 10 | |
| **Total** | **10** | |

**2. Relevant Experience**

Relevant experience of the Bidder will be assessed on the basis of experience on the following parameters:

| Category | Marks | |
|---|---|---|
| **Project in Hand with minimum Worth Rs.50 Million or More for each: Construction of Buildings or other construction works (Commercial, Residential and Govt. Buildings), Development of Societies, Commercial & Residential Schemes or other construction works in the last ten years.** | | |
| More than 6 Projects | **20** | Relevant Experience will be substantiated from Acceptance Letters, Work Awards and Agreements. |
| More than 4 Up to 6 Projects | 17 | |
| More than 2 up to 4 Projects | 15 | |
| Equal to 1 up to 2 Projects | 12 | |
| Less than 1 Project | 0 | |

| | | |
|---|---|---|
| *Sub Total (1)* | **20** | |
| **Project Completed with minimum Worth Rs.50 Million or More for each: Construction of Buildings (Commercial, Residential and Govt. Buildings), Development of Societies, Commercial & Residential Schemes or other construction works in the last ten years.** | | |
| More than 6 Projects | **20** | Relevant Experience will be substantiated from the Work Awards and Subsequent Completion Certificates. |
| More than 4 Up to 6 Projects | 17 | |
| More than 2 up to 4 Projects | 15 | |
| Equal to 1 up to 2 Projects | 12 | |
| Less than 1 Project | 0 | |
| *Sub Total (2)* | **20** | |
| **Total 1+2** | **40** | |

3. **Financial Credibility**
   i. **For Kabul river Station Yard (Plots, A, B, C, D & E), Mardan Plot C & D, Sambrial and Sadiqabad (Plot A & B).**

| ***Sr. No.*** | ***Category*** | ***Max Marks*** | ***Documents to be provided by the Bidder*** |
|---|---|---|---|
| *1.* | ***Net Worth** (average of immediately preceding 3 years of bidder) **(Max. marks-30)*** | | |
| *a.* | *Equal to PKR 75 million* | *20* | *Audited financial statements of **last** 3 years should be submitted in English language or assets evaluated by State Bank accredited evaluator in case of individual.* |
| *b.* | *Greater than PKR 75 million but less than PKR 100 million* | ***23*** | |
| *c.* | *Equal to or greater than PKR 100 million but less than PKR 125 million* | *25* | |
| *d.* | *Equal to or greater than PKR 125 million but less than PKR 150 million* | *27* | |
| *e.* | *Equal to or greater than PKR 150 million* | *30* | |
| | ***Sub Total (1)*** | ***30*** | |
| ***2.*** | ***Overall Turnover / Revenue (average of immediately preceding 3 years** of bidder**) (Max. marks-20)*** | | |
| *a.* | *Greater than or equal to PKR 25 million and less than PKR 30 million* | *14* | *Audited financial statements of **last** 3 years should be submitted in English language or bank statements and income tax returns in case of individuals.* |
| *b.* | *Greater than or equal to PKR 30 million and less than PKR 35 million* | *16* | |
| *c.* | *Greater than or equal to PKR 35 million and less than PKR 40 million* | *18* | |
| *d.* | *Greater than or equal to PKR 40 million* | *20* | |
| | ***Subtotal (2)*** | ***20*** | |
| | ***Total (1+2)*** | ***50*** | |

   ii. **For Plot-A & B at Kabul River Seen Station, Risalpur and Sadiqabad near L-xing No.67 Dn**

| ***Sr. No.*** | ***Category*** | ***Max Marks*** | ***Documents to be provided by the Bidder*** |
|---|---|---|---|
| 1 | ***Net Worth** (average of immediately preceding 3 years of bidder) **(Max. marks-30)*** | | |
| *a.* | *Equal to PKR 125 million* | *20* | *Audited financial statements of **last** 3 years should be submitted in English language or assets evaluated by State Bank accredited evaluator in case of individual.* |
| *b.* | *Greater than PKR 125 million but less than PKR 150 million* | ***23*** | |
| *c.* | *Equal to or greater than PKR 150 million but less than PKR 175 million* | *25* | |
| *d.* | *Equal to or greater than PKR 175 million but less than PKR 200 million* | *27* | |
| *e.* | *Equal to or greater than PKR 200 million* | *30* | |
| | ***Sub Total (1)*** | ***30*** | |

| | | | |
|---|---|---|---|
| 2. | ***Overall Turnover / Revenue (average of immediately preceding 3 years** of bidder**) (Max. marks-20)*** | | |
| a. | *Greater than or equal to PKR 50 million and less than PKR 55 million* | 14 | *Audited financial statements of **last** 3 years should be submitted in English language or bank statements and income tax returns in case of individuals.* |
| b. | *Greater than or equal to PKR 55 million and less than PKR 60 million* | 16 | |
| c. | *Greater than or equal to PKR 60 million and less than PKR 65 million* | 18 | |
| d. | *Greater than or equal to PKR 65 million* | 20 | |
| | ***Subtotal (2)*** | **20** | |
| | ***Total (1+2)*** | **50** | |

**iii. For Plot-C at Faisalabad Tariqabad Road, Attock City Station (Plot-F) and Mardan Station Yard (Zaman Sons Plaza).**

| ***Sr. No.*** | ***Category*** | ***Max Marks*** | ***Documents to be provided by the Bidder*** |
|---|---|---|---|
| 1 | ***Net Worth** (average of immediately preceding 3 years of bidder) **(Max. marks-30)*** | | |
| a. | *Equal to PKR 200 million* | 20 | *Audited financial statements of **last** 3 years should be submitted in English language or assets evaluated by State Bank accredited evaluator in case of individual.* |
| b. | *Greater than PKR 200 million but less than PKR 225 million* | **23** | |
| c. | *Equal to or greater than PKR 225 million but less than PKR 250 million* | 25 | |
| d. | *Equal to or greater than PKR 250 million but less than PKR 275 million* | 27 | |
| e. | *Equal to or greater than PKR 275 million* | 30 | |
| | ***Sub Total (1)*** | **30** | |
| 2. | ***Overall Turnover / Revenue (average of immediately preceding 3 years** of bidder**) (Max. marks-20)*** | | |
| a. | *Greater than or equal to PKR 75 million and less than PKR 80 million* | 14 | *Audited financial statements of **last** 3 years should be submitted in English language or bank statements and income tax returns in case of individuals.* |
| b. | *Greater than or equal to PKR 80 million and less than PKR 85 million* | 16 | |
| c. | *Greater than or equal to PKR 85 million and less than PKR 90 million* | 18 | |
| d. | *Greater than or equal to PKR 90 million* | 20 | |
| | ***Subtotal (2)*** | **20** | |
| | ***Total (1+2)*** | **50** | |

**iv. For Plot at Bakery Chowk Rawalpindi.**

| ***Sr. No.*** | ***Category*** | ***Max Marks*** | ***Documents to be provided by the Bidder*** |
|---|---|---|---|
| 1 | ***Net Worth** (average of immediately preceding 3 years of bidder) **(Max. marks-30)*** | | |
| a. | *Equal to PKR 400 million* | 20 | *Audited financial statements of **last** 3 years should be submitted in English language or assets evaluated by State Bank accredited evaluator in case of individual.* |
| b. | *Greater than PKR 400 million but less than PKR 425 million* | **23** | |
| c. | *Equal to or greater than PKR 425 million but less than PKR 450 million* | 25 | |
| d. | *Equal to or greater than PKR 450 million but less than PKR 475 million* | 27 | |
| e. | *Equal to or greater than PKR 475 million* | 30 | |
| | ***Sub Total (1)*** | **30** | |
| 2. | ***Overall Turnover / Revenue (average of immediately preceding 3 years** of bidder**) (Max. marks-20)*** | | |
| a. | *Greater than or equal to PKR 125 million and less than PKR 140 million* | 14 | *Audited financial statements of **last** 3 years should be submitted in English language or bank statements* |
| b. | *Greater than or equal to PKR 140 million and less than PKR 155 million* | 16 | |

| | | | | | |
|---|---|---|---|---|---|
| | *c.* | *Greater than or equal to PKR 155 million and less than PKR 170 million* | *18* | *and income tax returns in case of individuals.* |
| | *d.* | *Greater than or equal to PKR 170 million* | *20* | |
| | | ***Subtotal (2)*** | ***20*** | |
| | | ***Total (1+2)*** | ***50*** | |

**The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Overdraft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.*

**Qualifying Marks**: *Minimum qualifying marks shall be 65%.*

| | |
|---|---|
| **ITB 20.3** | (a)Bids will be evaluated for complete scope of work.<br>(b)Basis of Price Comparison<br>The prices will be compared on the basis of the Bid Price of the technically qualified Bidders and the highest ranked bidder using the Cost Based Method. |
| **ITB 20.5** | **Bid Evaluation**<br>The financial bids of technically qualified Bidders shall be opened. To evaluate a Financial Proposal, the Procuring Entity shall consider the following:<br>**a.** Annual quoted rentals for the first year shall be multiplied with **15.572** (factor based on discount rate of 12%) to reach at Present Value<br>**b.** Quoted Upfront Fee (non-refundable) and present value of quoted Annual rental will be summed up and compared to determine the highest quoted amount among the bidders."<br>**c.** The bidder offering highest quoted amount shall be declared as successful.<br>**Note**: The above method adopted is only for the purpose of bids evaluation without incurring any liability on the Lessor. |
| **ITB 19.1** | Bid shall be quoted entirely in Pak Rupees. The payment shall be made to Pakistan Railways in Pak Rupees. |
| **ITB 25.1** | The Bidder is bound to pay the commitment fee/upfront (non-refundable) and first year annual rent within 30 days from the date of issuance of Letter of Acceptance. |

## SECTION - IV: BID FORM & SCHEDULES

- Schedule A: Specific Services Data
- Schedule B: Integrity Pact
- Schedule B: Letter of Technical Proposal
- Schedule C: Form of Bid Security
- Schedule D: Form of Power of Attorney (For Submission of Bids)
- Schedule F: Checklist

## SCHEDULE A

## SPECIFIC SERVICES DATA

(*Please provide summarized Project understanding and details of proposed activities to be performed during the Project term. The bidder must ensure that the proposed activities meet all the requirements as specified in part III- Terms of Reference & Technical Specifications.)*

***Note: The information provided under this section will be for evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication***

**SCHEDULE - B**

**INTEGRITY PACT**
**(On Stamp Paper of Rs. 1,000)[1]**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDERS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No.________________ Dated __________________
Contract Value: ________________
Contract Title: _________________

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

Without limiting the generality of the foregoing, [name of 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 from GoP, except that which has been expressly declared pursuant hereto.

[Name of 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 subject project with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of 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. It agrees that any

[1] To be attested by a notary public

contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of 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 from GoP. [Name of Bidder] understands that any corrupt business practice or giving of any kickback, commission, tip, bribe or gift shall result in termination of any contract signed with the GoP, blacklisting from any future award of contract, and recovery from [name of Bidder] of any damage or loss caused as a result of such termination.

For and on behalf of the [Name of Bidder]:

Name: ………………

Designation: ………………

Signature: ……………………

[Seal]

Witness 1:

………………………
Name:
Address:
CNIC/Passport:

Witness 2:

………………………
Name:
Address:
CNIC/Passport:

## SCHEDULE - C

## LETTER OF TECHNICAL PROPOSAL

[Bidder's Letterhead]

Date:

Invitation for Bid No.:
To:

With reference to the Bidding Documents dated September, 2026 and issued by Pakistan Railways (the "**Procuring Entity**") (the "**Bidding Documents**").

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: _________________________and _____________________________hereby declare that:

(a) We have examined and have no reservations to the Bidding Documents, including all addenda and schedules, issued in accordance with Instructions to Bidders (ITB);

(b) We, including any sub-contractors or suppliers for any part of the Agreement, do not have any conflict of interest in accordance with Clause 2.6 of the ITB;

(c) We are not participating as a Bidder in more than one bid as per the Bidding Documents;

(d) Our firm, its affiliates or subsidiaries, including any sub-contractors or suppliers for any part of the Agreement, have not been declared ineligible by the Procuring Entity, the Government of Pakistan under the Procuring Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(e) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amounting to PKR _________ million drawn in your favor or made payable to you and valid for a period of 180 (one hundred and eighty) days. We confirm that the Bid Security has been issued and maintained in Pakistan Rupees by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan or a foreign bank outside Pakistan duly counter-guaranteed / confirmed by a scheduled bank (as per the State Bank of Pakistan requirements) in Pakistan;

(f) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of 180 (one hundred and eighty) days from the date fixed for the Bid Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period (as such period may be extended in accordance with the Bidding Documents);

(g) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Procuring Entity;

(h) We have reviewed and accepted the form of the Agreement as attached in Part II of the Bidding Documents and undertake to execute the same within the period specified in the Bidding Documents; and

(i) We hereby declare that all the information and statements made in this Bid are true and accurate, and we accept that any misrepresentation contained in our Bid may lead to our

Name of Bidder: ______________________________

Address: ______________________________

Contact #: ______________________________

Email: ______________________________

Signature of Authorized Signatory: ______________________________

Name: ______________________________

Designation: ______________________________

Date: ______________________________

disqualification and forfeiture of the Bid Security.

[Seal]

## SCHEDULE - D

## FORM OF BID SECURITY
**(Bank Guarantee)**

Security Executed on ______________________________________________
(Date)

Name of Surety (Bank) with Address: __________________________________
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _________________________________
______________________________________________________________

Penal Sum of Security Rupees . ____________________(Rs. ____________________)

Bid Reference No. _____________________________________________

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto **PAKISTAN RAILWAYS** (hereinafter called the 'Procuring Entity') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated ______ for Bid Reference No. _______ for_______(Particulars of Bid) to the said Procuring Entity; and

WHEREAS, the Procuring Entity has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Entity, conditioned as under:

(1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Entity, notice of which extension(s) to the Surety is hereby waived;

(2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Entity after expiry of its validity or upon signing of the Agreement; and

(3) that in the event of failure of the successful Bidder to execute the proposed Agreement for such work, the entire said sum be paid immediately to the said Procuring Entity pursuant to Clause 25.3 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Agreement with the said Procuring Entity in accordance with his Bid as accepted and deposit within thirty (30) days from the date of issuance of the Letter of Acceptance, the non-refundable premium with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Entity for the faithful performance and proper fulfilment of the said Agreement or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Procuring Entity the said sum upon first written demand of the Procuring Entity (without cavil or argument) and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Entity by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Entity shall be the sole and final judge for deciding whether the Bidder has duly performed his obligations to sign the Agreement and has deposited upfront premium (non-refundable) with the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Procuring Entity forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

| WITNESS: | Signature ____________________ |
|---|---|
| 1. ____________________ | Name ____________________ |
| ____________________ | Title ____________________ |
| Corporate Secretary (Seal) | Corporate Guarantor (Seal) |
| 2. ____________________ | |
| ____________________ | |
| Name, Title & Address | |

# SCHEDULE - E

## FORM OF POWER OF ATTORNEY

**POWER OF ATTORNEY (For Submission of Bids)**
**(On Stamp Paper of Rs. 1,000)**

Know all men by these presents, we {name of the company/ entity and address of the registered office} intend to submit a bid for the "Leasing of Pakistan Railway land for Establishing a Commercial Plaza/market, mix use commercial, IT Park, Hospital/Health Care Unit, Showrooms, Food and retail outlets etc at ______________________________________for 21+21 years" (the "**Bid**") and do hereby appoint and authorize Mr./Mrs. {full name and residential address} (vide authorization by the board/approving body of the company/entity dated _____) who is presently employed with us and holding the position of _____________________ as our attorney (the "**Attorney**"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Pakistan Railways (the "Procuring Entity")** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

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

Dated this _____ day of ____________________ 20__

For and on behalf of: ________________________________

(Signature)
(Name, Designation and Address)

Accepted by the Attorney:

(Signature)
(Name, Title and Address of the Attorney)
Date:

Witness 1:

………………………

Name:

Address:

CNIC/Passport:

Witness 2:

………………………

Name:

Address:

CNIC/Passport:

# SCHEDULE - F

## CHECKLIST

| Reference | Bidding Document - Page Reference | Check | Page Ref. |
|---|---|---|---|
| ITB 15, 16 and 20 | *Bid Submission* | | |
| | One (1) original and One (1) copy of Technical proposal | ☐ | |
| | One (1) original Financial Proposal separately sealed | ☐ | |
| | Bid Security enclosed with the Technical proposal | ☐ | |
| ITB 14.1 | *Bid Validity* | | |
| | One hundred and eighty (180) days from the date of opening of technical bids | ☐ | |
| ITB 18 & 20 and Bidding Data Sheet | *Constitutive Documents as Proof of Existence* | | |
| | Detailed description of the entity including: | ☐ | |
| | • Legal Name; | ☐ | |
| | • Complete head office, contact information, including mailing address, telephone number and an e-mail address; | ☐ | |
| | • Certification of incorporation/ registration | ☐ | |
| | • Memorandum of Association and Articles of Association/ Partnership Deed and amendments made therein till date of submission of bid. | ☐ | |
| | • Foreign entities - Certified true copies of foreign constitutive documents. *(if applicable)* | ☐ | |
| | *Registration with Tax Authorities* | | |
| | ***Local Entities:*** Valid NTN certificate, STRN or provincial sales tax registration certificate | ☐ | |
| | ***Foreign Entities:*** Tax Certificate duly attested by Pakistani Consulate / Pakistan High Commission of respective country | ☐ | |
| | Evidence of Active Taxpayer status | ☐ | |
| | *Non-Blacklisting, No Conflict of Interest & Litigation History* | | |
| | Affidavit on legal paper of PKR 100 duly notarized by the notary public stating the matters stated in the BDS. | ☐ | |
| | Ongoing litigation details, if any, of Bidder | ☐ | |
| | *Financial Soundness* | | |
| | Audited financial statements of immediately preceding three (3) financial years of Bidders | ☐ | |
| | *Minimum Experience* | | |
| | The Bidder must have minimum ten (10) years of National / International experience in Construction of Buildings (Commercial, Residential and Govt. Buildings), Development of Societies, Commercial & Residential Schemes. | ☐ | |
| | *Human Resource/Key Experts* | | |
| | Proof of employment of Key Experts/ proof of commitment by the Key Experts | ☐ | |
| Letter of Invitation | Tender Processing fee (non-refundable) of PKR 10,000/- | ☐ | |
| | **Schedules & Forms** | | |
| *Schedule A* | Specific Services Data | ☐ | |

| Reference | Bidding Document - Page Reference | Check | Page Ref. |
|---|---|---|---|
| ***Schedule B*** | *Integrity Pact on legal paper (PKR 1,000)* | | |
| ***Schedule C*** | *Letter of Technical Proposal* | ☐ | |
| ***Schedule D*** | *Bid Security of PKR (to the selected from the table given in ITB 1.1)* | ☐ | |
| ***Schedule E*** | *From of Power of Attorney on legal paper (PKR 1,000)* | ☐ | |
| ***PART-IV***<br>***PART-IV*** | *Letter of Financial Proposal*<br>*Form of Financial Proposal* | ☐<br>☐ | |

Any other information attached, which has been sought in the BDS, please specify:

- ______________________________
- ______________________________
- ______________________________

# PART- II – DRAFT AGREEMENT

## PART- III- TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS

1. Permissible Commercial Activities
   - Restaurants & cafés
   - Fast food chains (KFC, McDonald's, etc.)
   - Clothing, footwear & lifestyle brands
   - Electronics & mobile outlets
   - Banks / ATMs / service counters
   - Play Area
   - Showrooms
   - IT Park, Hospital/Health Care Unit
   - Mixed-use commercial activities etc.

   ✕ No hazardous, Flammable, noisy, or railway-unsafe activities allowed.
2. The site shall be leased out for a period of 21 years with 8% compound increase in rent per annum. The agreement shall be extended for another term of 21 years on mutual consent.
3. All applicable taxes shall be paid by the successful bidder/lessee to the Federal/Provincial/District/Local Government or any nominated autonomous agency/authority of Government, as the case may be.
4. All kinds of NOCs, permissions, approvals etc. from District Administration **OR** from any other authority/ department, shall be the sole responsibility of lessee. Pakistan Railway shall not be responsible for any delay or rejection in such cases and lessee shall be granted a 2 years grace period for all kinds of permissions/NOCs, Design and construction. The lease period shall be started from the date of possession. The grace period shall be part of the lease period.
   a. In case, lessee failed to get NOC from District Administration or concerned Department, or due to circumstances of force majeure his business could not be developed, he may request Pakistan Railway Administration for change in commercial use of land by terminating the contract and submitting his complete business plan and financial proposal of new commercial activity to Pakistan Railway. The site will be re-auctioned for commercial use after fixing benchmark for such new business after due process. However the lessee will be given first right of refusal in the new bidding if he is not defaulter of Railways, and his premium will be adjustable (on proportionate basis, considering applicable discount rate, as determined by Railway) in payables of new site. However, there will be no adjustment of already paid annual rentals.
   b. In case lessee want to discontinue the lease term altogether as per agreement, as per his convenience, no refund or adjustment of rent or premium shall be admissible in this case.
5. Successful bidder shall deposit ***6 month rent as security money*** along with one year advance rent within **30** days of the issuance of letter of intent/acceptance. In case of failure, the bid shall be liable to be cancelled with the forfeiture of bid security.

6. Site can only be used for specific purpose for which site is leased out.
7. Lessee shall not sub lease, sell, dispose of mortgage the land / site. In case the lessee need so, he will apply for the same to Director General/P&L, PR, Hqrs: office,Lahore, who will examine the case and will seek approval of CEO/Sr.GM, Pakistan Railway to allow the transfer of lease deed subject to the payment of 2% of DC value (commercial) of respective year.
8. Successful bidder shall sign the agreement with P.R (DG/P&L) after approval of bids and within a period of 15 working days of payment of all liabilities/rentals as admissible under the policy in vogue/TORs of bidding.
9. The Layout/ construction plan shall approved by DG/P&L, however the structural Design shall be got vetted by the bidder through PEC Registered consultant, who will issue necessary safety certificates for the structural design.
10. The lessee shall be awarded 2 years mobilization period after the execution of agreement. Rentals for these 2 years shall not be admissible. However, all the payables shall be deposited at the time of agreement as per given schedule. The mobilization period may be allowed to be extended by CEO/Sr.GM in compelling circumstances beyond reasonable control of the Lessee subject to his written request along with documentary evidence.
11. The title of land in Revenue record as owner and user shall remain unchanged andwill be intact in the name of Federal Govt/Pakistan Railway. After the expiry of lease term, all immovable property shall belong to Railways.
12. In case the land is required by Pakistan Railway for operational or any other purpose, Pakistan Railway shall serve 90 day notice for vacation of land to the lessee/tenant, compensated by rationalizing the advance rent amount for remaining period. The premium will also be refunded proportionately after discounting the same on applicable discount rate, as determined by Railway.

**13. <u>Dispute Resolution/Arbitration.</u>**

In case of any dispute arising between the parties, in connection with implementation of the contract/agreement, which cannot be resolved at the level of Director General/P&L, Hqrs: office, Lahore, the same shall be resolved through arbitration, administered by sole arbitrator under the Arbitration Act, 1940. The matter shall be referred to the Sole Arbitrator whose decision shall be final and binding upon both the parties. The CEO/Sr. General Manager shall act as Sole Arbitrator. Any litigation initiated without exhausting the procedure mentioned in this provision, shall be considered pre-mature and of no effect. Lessee shall not file anyCivil suit for seeking any interim order without filing reference to arbitrator and issuance of award. The venue of any arbitration or judicial proceedings shall be in Lahore (**the "Arbitration Venue").** The cost of litigation thereof shall be borne by lessee.

**14. <u>Force Majeure.</u>**

In the event, the lessee is rendered unable wholly or partially, by **force majeure**, toperform its responsibilities as outlined in the Contract, then lessee shall submit hisrepresentation with full particulars in writing to District & Railway administration as soon as possible after the occurrence of the calamity. The term force majeure shall mean acts of God. Tribal and War blockage, insurgencies, Riots and Civil disturbances, effects of which by the exercise of due diligence, lessee is unable toovercome. CEO/Sr.GM will be competent to approve concession rentals in the above mentioned circumstances, upon the recommendation of Deputy Commissioner, Divisional Superintendent/PR and Director General Property & Land/PR respectively.

**15. Penalties.**

In case of default of advance payment as annual rent, **a penalty of Rs.5000/- per day** shall be imposed for the first month of default and Rs.10000/- per day for the 2nd month of default and Rs.15,000/- per day for 3rd month. After three months, the license agreement shall be cancelled and land shall be possessed by Railway administration for re-auction. The penalties and overdue rent shall be adjusted from the security deposit of licensee. The defaulter shall not be allowed to participate in the future auction.

# PART- IV- FINANCIAL PROPOSAL

## LETTER OF FINANCIAL PROPOSAL

[Bidder's Letterhead]

Date:

Invitation for Bid Reference No.:
To:

With reference to the Bidding Documents dated September, 2026 and issued by Pakistan Railways (the "**Procuring Entity**") (the "**Bidding Documents**").

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: __________________________and ______________________________hereby declare that:

(a) With reference to your Bidding Document dated September, 2026 I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

(b) We hereby submit our Financial Proposal for the amount of _____________________ PKR [in words & figures] as quoted upfront fee (non-refundable) and amount of ___________________ PKR [in words & figures] as quoted Annual Rentals; as specified in the annexed Form of Financial Proposal.

(c) We are making this Proposal after taking into consideration all the terms and conditions stated in the Bidding Document and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the Financial Proposal.

(d) We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the bidding document.

(e) As security for due performance of the undertakings and obligations of this Bid, we submitted a Bid Security in the amount of PKR------- Million which was enclosed with the Technical Proposal.

(f) I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

(g) I/ We believe that we satisfy(s) the Technical & Financial Criteria and meet(s) the requirements as specified in the Bidding Document.

(h) We understand that you are not bound to accept the highest or any bid you may receive.

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

Name of Bidder: ______________________________

Address: ______________________________

Contact #: ______________________________

Email: ______________________________

Signature of Authorized Signatory: ______________________________

Name: ______________________________

Designation: ______________________________

Date: ______________________________

[Seal]

## FORM OF FINANCIAL PROPOSAL

[Bidder's Letterhead]

For P.R Site at _________________________, area measuring ___________ sft for 21 + 21 years lease term.

| Sr. # | Description | Quoted Amount** (Rs.) |
|---|---|---|
| 1. | **Commitment fee/Premium** (one-time non-refundable) | Rs. (in figures) |
| | | Rs. (in words) |
| 2. | **Annual Rent** | Rs. (in figures) |
| | | Rs. (in words) |

*"Annual rent quoted for the first year shall be multiplied with 15.572 (factor based on discount rate of 12%)"and summed up with the quoted commitment fee / Premium for the purpose of determining the highest quoted bid.*

*** The quoted amount is exclusive of all applicable taxes*

*Note: Minimum Base Value/Benchmark for Commitment fee/Premium and Annual rent for the first year to be quoted by the Bidder is mentioned against each of the site in the advertisement. The quoted amounts less than the base value/benchmark shall not be accepted.*

**1.** The annual rent will be subject to an increase each year at the rate of 8% on compound basis. Annual rent shall be paid in advance to Pakistan Railways.

**2.** The commitment fee/ premium shall be paid to Pakistan Railways within Thirty days from the date of issuance of Letter of Acceptance. This fee is exclusive of the applicable taxes, which will be payable separately.

Name of Bidder: ______________________________
Address: ______________________________
Contact #: ______________________________
Email: ______________________________

**Signature of Authorized Signatory:** ______________________________

**Name:** ______________________________
**Designation:** ______________________________
**Date:** ______________________________

**[Seal]**