

## **CORRIGENDUM**

An advertisement was published in the national newspapers on 29th March 2025 regarding the outsourcing of Twelve (12) Railway Managed Schools.

It is for the information of the general public and all interested parties that the dates for the following events have been revised:

- 1) Road Show: Rescheduled to 6th May 2025.
- 2) Pre-Bid Conference: Rescheduled to 14th May 2025 instead of 30.04.2025.
- 3) Last Date for Submission of Proposals Rescheduled to 28<sup>th</sup> May 2025 instead of 15<sup>th</sup> May 2025.

All other terms and conditions mentioned in the original advertisement shall remain unchanged. This corrigendum be considered as an integral part of the original advertisement.

**Director General/Education,**  
Pakistan Railways,  
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REQUEST FOR PROPOSAL  
REHABILITATION AND OPERATION OF PAKISTAN RAILWAYS SCHOOLS

Request for Proposal (RFP)  
FOR THE  
REHABILITATION AND OPERATION OF  
PAKISTAN RAILWAYS SCHOOLS  
ASA  
PUBLIC PRIVATE PARTNERSHIP  
ON  
REHABILITATE-OPERATE-TRANSFER MODE

Pakistan Railways

April, 2025



### Disclaimer

Pakistan Railways ("**PR**") with the approval of the Public Private Partnership Authority established by the Federal Government of Pakistan, hereby invites proposals/bids through this Request for Proposal (the "**RFP**") from interested domestic and international Bidders for the school rehabilitation and operation projects on a Rehabilitate-Operate-Transfer (ROT) mode following a "Single Stage, Two Envelopes" bidding process.

This RFP is an invitation to bid and does not constitute any commitment on the part of the PR to enter into any binding relationship and/or contract with any of the Bidder(s). In the event that any omissions, deletions, alterations are required to be made to this RFP, PR reserves the right to do the same (as and when required prior to the opening of bids). However, the Bidders will be informed accordingly of the same as expeditiously as possible. The PR reserves the right to withdraw from the process, or any part thereof, or to vary any of its terms at any time without assigning any reason to such variation whatsoever and the PR shall have no financial or other obligation whatsoever in such an event.

The assumptions, facts, statements, representations etc. made in this document are correct to the best of the PR's knowledge and belief and the same are provided for general information to interested parties and do not purport to be comprehensive or contain all of the information that such Bidder may desire with respect to the Project. Each Bidder is advised to conduct its own investigations and analysis and to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP. The Bidders are required to undertake their independent assessment and to seek independent professional advice on any or all aspects of the RFP. No decision should be based solely on the basis of the information provided by the RFP. The PR shall not be responsible for the same in any manner whatsoever for any statements, opinions or information provided in the RFP.

All information submitted in response to the RFP becomes the property of the PR. While the PR shall take reasonable care and diligence for maintaining the confidentiality of such information, it will not accept any responsibility for the same including of any trade secrets or proprietary data submitted to the PR.

In submitting a proposal in response to this RFP, each Bidder certifies that it understands, accepts and agrees to the disclaimers set forth above. Nothing contained in any other provision of the RFP nor any statements made orally or in writing by any person or party shall have the effect of negating or suspending any of the disclaimers set forth hereinabove.

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**Acronyms**

|             |                                      |
|-------------|--------------------------------------|
| <b>BOEC</b> | Bid Opening and Evaluation Committee |
| <b>CV</b>   | Curriculum Vitae                     |
| <b>PR</b>   | Pakistan Railways                    |
| <b>PPP</b>  | Public Private Partnership           |
| <b>PKR</b>  | Pakistan Rupees                      |
| <b>RFP</b>  | Request for Proposal                 |
| <b>SPC</b>  | Special Purpose Company              |

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## Definitions & Interpretations

### 1. Definitions

- 1.1. **"Best Evaluated Bid"** means a Bid which conforms to the Technical Proposal evaluation criteria and is the highest bid according to the criteria prescribed in this Bidding Document.
- 1.2. **"Bid/Proposal"** means the Technical and Financial Proposals and other related documents submitted by the Bidders in response to issuance of this RFP.
- 1.3. **"Bidders"** mean all parties submitting Bids in response to this RFP.
- 1.4. **"Bidding Process"** shall mean the entire process commencing from issuance of RFP until signing of the Concession Agreements with the successful Bidders.
- 1.5. **"Bid Bond"** means the Pay Order/CDR/bank guarantee, for a sum in PKR of the amount specified in Section E of this RFP (depending on which Project School is being bid for) in favour of the PR in the form and manner annexed hereto as **Form 2 of Section C "Bid Forms"**, issued from any scheduled bank of Pakistan to be submitted by a Bidder together with the Bid to secure the obligations of the Bidder participating in the Bidding Process. The Bid Bond shall be valid for the duration of the Bid Validity Period. The Bid Bond shall be returned to all the unsuccessful Bidders within 1 month after the award. The Bid Bonds of successful Bidders shall also be refunded upon submission of the performance security as specified in the Concession Agreements.
- 1.6. **"Bid Submission Date"** means the date on or before which Proposals can be submitted as described in the Letter of Invitation (LOI) of this RFP.
- 1.7. **"Concession"** means the concession to be granted to the Concessionaires by the PR pursuant to this RFP, in terms of and pursuant to the Concession Agreements.
- 1.8. **"Concession Agreements"** or the **"Draft Concession Agreements"** means the agreements governing the relationship between PR and each successful Bidder/Concessionaire that is substantially and materially based on the attached draft Concession Agreement.
- 1.9. **"Concession Period"** means a period of 21 years and extendable to another 21 years or a shorter period in case of early termination in accordance with the relevant provisions of the Draft Concession Agreement.
- 1.10. **"Government"** means the Federal Government of Pakistan.
- 1.11. **"Mis-procurement"** means any action or omission during the Bidding Process that was carried out in contravention of any provision of the laws, rules, regulations, orders or instructions of public procurement laws in Pakistan or any other law in respect of or related to public procurement and declared to be such by the PR.
- 1.12. **"Project"** means, subject to the provisions of each Concession Agreement, the rehabilitation/up gradation, financing, operation and maintenance of a Project School and/or college including (i) rehabilitation/up gradation of the existing infrastructure available at a Project School; (ii) undertaking such activities as provided in the scope of concession set forth in the Concession Agreement; (iii) financing the rehabilitation/upgradation cost; (iv) operating and maintaining the Project School (iv) collection of fees from the students; (vi) provision of quality education as per

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concessionaire's mandate under the Concession Agreement; (vii) payment of fixed lease rental amounts to PR; and (viii) transfer of all rights in the Project School and under the Concession Agreement to PR at the end of the Concession Period or on prior termination of the Concession Agreement.

- 1.13. **"Project School"** means the educational institution, including but not limited to primary and secondary schools and colleges, owned by PR, earmarked for the development of each Project, to be specified in the relevant Concession Agreement, wherein the relevant Project is to be developed, implemented, established, operated, maintained and managed by the relevant Concessionaire in accordance with the provisions of the Concession Agreement. For the avoidance of doubt, it is clarified that there are a number of proposed Project Schools, a list of which is contained in **Section E** of this RFP. A Bidder may bid for one or more Project Schools in accordance with the terms of this RFP.
- 1.14. **"PPRA Ordinance"** means Pakistan Procurement Regulatory Authority Ordinance, 2002, as amended from time to time.
- 1.15. **"PPRA Rules"** mean the Pakistan Public Procurement Rules 2004, as amended from time to time.
- 1.16. **"PPP Act"** means Pakistan Public Private Partnership Authority Act, 2017 as amended from time to time.
- 1.17 **"Joint Venture or Consortium"** Joint Venture (JV) or Consortium shall be treated a synonyms. All partners in the JV or consortium shall sign the Concession Agreement and shall be jointly and severely responsible.

All terms and conditions not defined herein shall bear the same meaning as set out in Draft Concession Agreement.



**2. Interpretations:**

In this RFP, unless the context otherwise requires:

- 2.1. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- 2.2. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- 2.3. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this RFP;
- 2.4. the words "include" and "including" are to be construed without limitation;
- 2.5. any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;
- 2.6. any reference to day shall mean a reference to a calendar day;
- 2.7. any reference to month shall mean a reference to a calendar month;
- 2.8. any reference to Bidder(s) shall mean an entity submitting the Proposal or a group of entities submitting the Proposal as a joint venture (JV) or consortium, and any reference to the Concessionaire shall mean the special purpose company incorporated by successful Bidder(s) (if applicable) with whom Concession Agreement(s) has or have been signed;
- 2.9. the attached volumes of this RFP or any addendum issued later on to provide further clarification to the Bidders, if any, form an integral part of this RFP and shall be enforced and construed as though they were expressly set out in the body of this RFP, jointly referred to as "Bidding Documents";
- 2.10. unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- 2.11. any reference to Bidding Process shall mean the entire process commencing from issuance of RFP until signing of Concession Agreements with the Concessionaires; and
- 2.12. Where there is any inconsistency in this RFP with the Draft Concession Agreement, the provisions of the Draft Concession Agreement, to the extent of such conflict, shall prevail.

**Letter of Invitation**

Date: April, 2025

**Subject: Rehabilitation and operation of Pakistan Railways Schools on Rehabilitate-Operate-Transfer modality under Public Private Partnership (PPP) mode in light of the PPP Act.**

Dear Sir/Madam,

- 1.1. Pakistan Railways ("**PR**") hereby invites you to submit your Technical and Financial Proposal for Rehabilitation and Operation of Pakistan Railways Schools on Rehabilitate-Operate-Transfer modality under Public Private Partnership ("**PPP**") mode in light of the PPP Act. Please find enclosed the Request for Proposal (the "**RFP**") on the basis of which Bids are to be prepared and submitted.
- 1.2. There are various Project Schools which are listed in **Section E** of the RFP. A Bidder may bid for one or more Project Schools in accordance with the terms of the RFP. However, the Bidder must submit separate proposal (both Technical & Financial) for each school / college.
- 1.3. Bids are required to be submitted by **May 28, 2025 on or before 1400 Hours** Pakistan Standard Time at the address mentioned below:

**Director General Education**  
Pakistan Railways, Headquarters Office,  
Empress Road, Lahore  
Phone: 92-42-99201753  
Email: dgeducation4050@gmail.com
- 1.4. A Road Show will be held on **May 06, 2025 at 11:00** am in Conference Room No.1, Pakistan Railways, Headquarters Office, Empress Road, Lahore.
- 1.5. A Pre-bid meeting is scheduled to be held on the **May 14, 2025 at 11:00** am in Conference Room No.1, Pakistan Railways, Headquarters Office, Empress Road, Lahore in order to facilitate the understanding of interested parties on this RFP and the Project itself.
- 1.6. No Bidder shall be allowed to alter or modify its Bid once the same has been submitted.
- 1.7. The Project is to be established within the purview of the PPP Act and Rules framed thereunder.
- 1.8. Bids are being solicited under a 'Single Stage, Two Envelopes' competitive bidding process as prescribed by the PPP Act and each Bid is required to contain separately sealed Technical and Financial Proposals within an outer sealed envelope.

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- 1.9. Bidders are required to provide a Bid Bond with their Bids.
- 1.10. Under no circumstances shall the PR consider a conditional Bid.
- 1.11. Costs of preparing the Bids, including any visits to the Project Schools or any other location, are not reimbursable.
- 1.12. The PR reserves the right to reject all Bids at any time prior to the acceptance of a Bid. The PR will, upon request, communicate to any Bidder, the grounds for its rejection of all Bids, but shall not be required to justify those grounds. It shall incur no liability, solely by virtue of such rejection of a Bid. The Bidders shall be promptly informed about the rejection of the Bids.
- 1.13. Notwithstanding anything to the contrary contained in the RFP, the detailed terms specified in the Draft Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement. However, any condition, which discriminates between Bidders or which is difficult to meet should be immediately brought to the notice of the PR for review .
- 1.14. In case a Bid is submitted by a consortium or a joint-venture, all members thereof are required to furnish a power of attorney in favour of the lead member using the format provided as **Form-6 of Section C "Bid Forms"** of this RFP.

**Director General Education**

Pakistan Railways, Headquarters Office,  
Empress Road, Lahore  
Phone: 92-42-99201753  
Email: dgeducation4050@gmail.com

## **Section A: Information to Bidders**

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**1. Project Bidding and Execution Schedule:**

The sequence of activities to be performed and their tentative schedule is as follows:

| NO. | Item   | Timeline        |
|-----|--|-----------------|
| 1.  | Issuance of RFP                              | March 29, 2025  |
| 2.  | Pre Bid Meeting                              | May 14, 2025    |
| 3.  | Last date for submission of Bids             | May 28, 2025    |
| 4.  | Opening of technical proposals               | May 28, 2025    |
| 5.  | Technical evaluation of the Bids             | June 26, 2025   |
| 6.  | Financial Bid opening                        | July 10, 2025   |
| 7.  | Financial Bid evaluation                     | July 31, 2025   |
| 8.  | Letter of Award issued to successful Bidders | August 21, 2025 |
| 9.  | Signing of Concession Agreements             | Sep 24, 2025    |

PR may, in its sole discretion (subject to applicable laws) and without prior notice to Bidders, amend the abovementioned timetable. PR shall not incur any liability whatsoever arising out of amendments to the above timetable.

## 2. Introduction and Background of the Project:

### 2.1. Project Introduction and Background

Pakistan Railways (PR) is a national, state-owned railway company of Pakistan. It was founded in 1861 and its headquarters is in Lahore. It provides an important mode of transportation in the farthest corners of the country and brings them closer for business, sightseeing, pilgrimage and education. It has been a great integrating force and has provided a fast, reliable and economical mode of rail transportation for the large scale movement of people and freight.

PR also owns land and infrastructure for several educational institutes at multiple locations in Pakistan. These educational institutes were formalized with the concept to provide quality education to the children of Pakistan Railways employees. Currently, these schools and colleges are being operated by the in-house management under DG Education PR.

Total Twelve (12) educational institutes are the subject of the instant Project, details of which are included in Section E to this RFP. These educational institutes are cited in/near major cities of Pakistan; one (01) school in Karachi Division, three (03) schools in Sukkur Division, three (03) schools in Multan Division, five (05) schools (including college) in Lahore / Moghalpura Divisions. PR now intends to outsource the rehabilitation and operations of these institutes to private party(s) under the Public Private Partnership (PPP) mode.

The following are the three different categories of Project Schools that are the subject matter of this instant bidding process:

#### CATEGORY A

The following are the list of Project Schools which have an area of up to 20 kanals:

| S.No | Institute Name         | Location  | Area (Kanals) |
|------|------------------------|-----------|---------------|
| 1    | P.R. Girls High School | Rohri     | 8.8           |
| 2    | P.R. Girls High School | Sukkur    | 9.9           |
| 3    | P.R. Boys High School  | Sukkur    | 11.7          |
| 4    | P.R. Boys High School  | Samasatta | 17.3          |

#### CATEGORY B

The following are the list of Project Schools which have an area of above 20 and up to 40 kanals:

| S.No | Institute Name                     | Location  | Area (Kanals) |
|------|------------------------------------|-----------|---------------|
| 1    | P.R. Girls Middle School           | Samasatta | 27.80         |
| 2    | P.R. Girls Middle School           | Khanewal  | 31.0          |
| 3    | P.R. Girls High School, Moghalpura | Lahore    | 22.0          |

#### CATEGORY C

The following are the list of Project Schools which have an area of above 40 kanals:

| S.No | Institute Name                     | Location | Area (Kanals) |
|------|------------------------------------|----------|---------------|
| 1    | P.R. Boys High School, Engine Shed | Lahore   | 49.70         |

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|   |  |               |       |
|---|--|---------------|-------|
| 2 | P.R. Boys High School, Moghalpura  | Lahore        | 42.90 |
| 3 | P.R. Lady Griffin Girls High School  | Lahore        | 47.60 |
| 4 | P.R. St. Andrew's Girls High School , Lahore and P.R Axis college of science and Arts, st Andrews campus LHR | Lahore        | 50.9  |
| 5 | P.R Girls / Boys Secondary School, Kala Pul Karachi  | Karachi Cantt | 66.40 |

Note: Areas of various schools / colleges shown above are tentative and are for the guidance of the prospective Bidders. Actual area of school / college may vary.

## 2.2. Scope of Work

The Concessionaire(s) shall be responsible for the overall implementation of the Project including, but not limited to, the upgradation/rehabilitation, financing, operations and maintenance of the Project in line with the terms and conditions provided in the Draft Concession Agreements on the specific Project School(s) allotted to each Concessionaire through the Bidding Process.

## 2.3. Concession Framework

Responsibilities of the PR for the transaction will entail the following steps:

- PR shall be responsible to provide the Project School premises to each private party for the rehabilitation and operations of the Project during the Concession Period. The required approvals and costs in this regard shall be the responsibility of PR. PR shall ensure that each Project School is free from encumbrances and claims arising in relation to the possession or ownership of the Project School and the land on which it is located.
- Concession arrangements shall be governed by the Pakistan Public-Private Partnership (PPP) Act, 2017 and all relevant rules and regulations made thereunder and all approvals for the Concession shall be acquired from the PPP Authority. Acquisition of all such approvals and authorizations for the successful execution of the Project shall fall under the domain of PR under this transaction structure.
- PR shall be responsible to provide an enabling environment to the private parties for the execution of the Project.

**Each private party being the Concessionaire for a particular Project School shall be responsible, inter alia, for the following:**

- Private party, if it is a natural person, shall incorporate (if deemed appropriate by the Private Party) a Special Purpose Company (SPC) solely for the purpose of implementing and operating the Project in accordance with the terms of the relevant Concession Agreement. The SPC shall not undertake any other project or business activity unrelated to the Project. In case a successful Bidder is a consortium, the entire shareholding of the SPC should be held by the consortium members. For the purposes of clarification, this requirement shall not apply if the Concessionaire single corporate entity;
- Private party shall be responsible for the development of the Project in accordance with conditions as may be specified in the relevant Concession Agreement entered into between PR and such private party. Private party shall bear all the direct and indirect costs that pertain thereto.
- Private party shall at its own cost and expense obtain all Applicable Permits/licenses for the Project which are required under laws applicable from time to time throughout the Concession Period. PR shall provide any assistance that it is able to in this regard.
- Private party shall bear responsibility for financing required to undertake the Project. It shall be the sole responsibility of the Concessionaire, to repay the amount of debt raised through periodic interest and principal repayments (as agreed with the lending institution).

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- e. Private party may undertake Project related development works and services by itself or through contractor(s) possessing requisite technical, financial and managerial expertise / capability; but in any case the private party shall remain solely responsible for all liabilities and obligations under the Concession Agreement, and for the overall supervision, monitoring and control of the activities of all the contractors, sub-contractors, their employees and agents engaged under respective Project Agreements as may be necessary.
- f. Private party shall develop and operate the Project during Concession Period in accordance with the terms specified in the Concession Agreement.
- g. The private party shall be responsible for setting up the proper and appropriate level of security arrangements for the protection of the Project School.
- h. Private party shall follow applicable federal and provincial laws, regulations and rules of the Islamic Republic of Pakistan regarding *inter alia* educational and other relevant aspects.
- i. Private party shall transfer all rights in the Project School and under the Concession Agreement to PR upon completion of Concession Period in accordance with the provisions of the Concession Agreement.

#### 2.4. Project Monitoring

PR may, at its sole discretion, either designate an official of its own or appoint one (1) or more Consultants, as and when required, in accordance with the PPRA Ordinance and the rules formulated thereunder, to oversee the Concessionaire's works including, but not limited to, assessing various performance metrics such as quality of the work done, education standard, students assessment mechanism, teachers training protocols, science and IT labs etc. Details regarding appointment of Consultants are set forth in the Draft Concession Agreement.

#### 2.5. Transfer of Lease Rentals

From time to time, each Concessionaire shall transfer lease rentals to PR as set forth in the Concession Agreement.

#### 2.6. Performance Guarantee / Security

Each Concessionaire shall, for due and punctual performance of its obligations under the Concession Agreement, deliver to the PR an irrevocable and unconditional bank guarantee (the "**Performance Guarantee**") acceptable to the PR. Such Performance Guarantee shall be for an amount equal to six months worth of lease rental and validity period provided for in the Concession Agreement and in line with the terms provided in the Concession Agreement.

#### 2.7. Financing of the Project

The Concessionaire shall be required at its own cost, expense and risk to make such financing arrangement as would be necessary to finance the Project and to meet the obligations under the Concession Agreement in a timely manner.

#### 2.8. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation of Bids shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising PR in relation to, or matters arising out of, or concerning the Bidding Process. The PR will treat all information, submitted as part of the Bid, as confidential and will require all those who have access to such material to treat the same as such. PR shall not divulge any such information unless: (a) it is directed to do so by any statutory entity that has the power under law to require its disclosure; or (b) is disclosed to enforce or assert any right or privilege of a statutory entity and/or PR or as may be required by law or in connection with any legal process.

#### 2.9. Code of Ethics for Bidder

(a) The Bidders must not be involved in offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the Bidding Process or in Concession Agreement execution to the detriment of PR or other procuring agencies involved.



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(b) The Bidders will not misrepresent the facts in order to influence the procurement process or the execution of the Concession Agreements.

(c) The Bidders will not engage in collusive practices (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive PR of the benefits of free and open competition.

(d) PR shall ensure that an individual consultant or a consulting firm, for an assignment, shall not be hired where there is a conflict of interest.

(e) The selected Successful Bidders shall have to enter into an integrity pact with PR.

(f) The Bidder should not submit any information concerning its qualification, which is false and inaccurate or incomplete otherwise he shall be disqualified from the Bidding Process.

(g) Bidders who are found to be indulged in Corrupt or Fraudulent Practices shall be debarred from participating in the Bidding Process.

#### **2.10. Fraud and Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers are required to observe the highest standard of ethics during the Bidding Process and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the Draft Concession Agreement, PR shall reject a Bid, or terminate the relevant Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Successful Bidder or Concessionaire, as the case may be, if it determines that the Successful Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt or Fraudulent, coercive, undesirable or restrictive practices in the Bidding Process. In such an event, the PR shall appropriate in full the Bid Bond or Performance Guarantee, as the case may be, without prejudice to any other available rights and remedies. The following terms shall fall under the meaning of Corrupt and Fraudulent Practice and have the meanings hereinafter respectively assigned to them:

"Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PR who is or has been associated in any manner, directly or indirectly with the Bidding Process or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of PR, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the Concession Agreement, as the case may be, with any person in respect of any matter relating to the Project or the Concession Agreement, who at any time has been or is a legal, financial or technical advisor of PR in relation to any matter concerning the Project;

"Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

"Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

"Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by PR with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest; and

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### **2.11. Disqualification**

PR shall have the right to cross check the validity of the documents submitted by the Bidder.

The following will lead to the disqualification of Bidder(s) from the Bidding Process:

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- a. Submission of eligibility or qualification information which is false, fabricated, inaccurate or otherwise not in consonance with the terms of this RFP or the Concession Agreement; or
- b. Submission of incomplete Bids and Bids without Bid Bond shall be disqualified.

#### 2.12. Reservations and Preference

PR shall allow all prospective Bidders to participate in this bidding procedure without regard to nationality except in cases in which PR decides to limit such participation to national Bidders only or prohibit participation of Bidders of some nationalities in accordance with the policy of the Federal Government of Pakistan.

#### 2.13. Scope of Concession (*extract from Concession Agreement*)

Subject to and in accordance with the provisions of this Agreement including specifications and standards, Applicable Laws, Applicable Permits, terms of clearances, Good Industry Practice, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire, during the Concession Period, at its own cost to:

- a. rehabilitate, expand / construct, finance, operate, maintain and manage the Project School/College (including management of education quality, hiring of teaching and other staff, training of staff (teaching or otherwise), student affairs and admissions and school fee policy) and transfer all its rights to the Project School to the Concessioneing Authority on the expiry or the prior termination of the Concession Period;
- b. upgrade the Project School, if it so chooses, into a college or university, educational evening academy and/or build additional infrastructure (including hostels);
- c. refrain from and prohibit exploitation of the Project School for non-educational purposes;
- d. perform and fulfill all of the Concessionaire's obligations in accordance with this Agreement;
- e. bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;
- f. subject to this Agreement and other relevant provisions under Applicable Laws, enter into agreements with such legal entities, as it may deem necessary and appropriate, for performing its obligations under this Agreement;
- g. create an Encumbrance, with respect to its rights and obligations under this Agreement excluding any right related to the Project School, in favour of Lenders, only during the Concession Period strictly in part or whole, and in accordance with the terms of this Agreement. Provided that the Concessionaire shall create an Encumbrance in strict compliance with the provisions of this Agreement. Provided further, the Concessionaire shall not sub-let or mortgage or create any other Encumbrance over the Project School or any part of the Project School for any purpose without prior written approval of the Concessioneing Authority; and
- h. exercise such other rights and obligations as the Concessioneing Authority may determine as being necessary or desirable for the purpose or incidental and necessary for implementing the Project.
- i. Provide education to the children of railway employees, with maximum number of such students per school / college as stated in Section-E.
- j. The fee structure (inclusive of fee & funds notified by Railways) for children of Railway employees shall be as under:
  - i. Upto Primary (5<sup>th</sup> Class) – Max Rs. 1000 per month
  - ii. Beyond Primary and upto 10<sup>th</sup> Class – Max Rs. 1500 per month
  - iii. For college Intermediate level (FA, FSc, Icom, ICS, FA/IT) – Max Rs. 2000 per month
  - iv. For college, Graduation level (Associate Degree Program) – Max Rs. 2500 per month
  - v. For Master level (BS Honor) – Max Rs. 5000 per month
  - vi. For B.Sc Engineering and other technical education including allied health sciences program – Half of actual fee.

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Note:

- a. For new categories / disciplines maximum seats reserved for children of railway employees shall be 5% of total seats of that category / discipline.
- b. In case of BSc engineering and other similar disciplines admissions shall be granted strictly on merit among eligible railway employees' children, subject to the fulfilment of admission criteria set by the Government of Pakistan for engineering education.

## **Section B: Instructions to Bidders on Submission of Proposals**

## 1. Bid Preparation

Each Project School, which is being offered to the Bidders through the Bidding Process, is listed in **Section E** hereof. Separate Bids will need to be made for each Project School. A Bidder may bid for one or more of the Project Schools that are listed in **Section E**. Bidders are expected to submit their respective Bids after conducting their independent due diligence vis-a-vis the proposed Project, including *inter alia* visiting the Project School that they are specifically bidding for and ascertaining for themselves the educational institution's conditions, location, surroundings, student data, availability of utilities, handling and storage of materials, teachers data, project viability, applicable laws and regulations, and any other matter considered relevant to undertaking the Project. By submitting a Bid, the Bidder shall be deemed to have:

- a. made a complete and careful examination of this RFP and attached volumes;
- b. received all relevant information requested from PR;
- c. satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP and Draft Concession Agreement, and performance of all of its obligations thereunder;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from PR, or a ground for termination of the Concession Agreement(s) by the Concessionaire(s);
- e. conducted all relevant surveys and tests, if required, regarding the relevant Project School;
- f. acknowledged that it does not have a conflict of interest; and agreed to be bound by the undertakings provided by it under and in terms hereof; and
- g. acknowledged that PR shall not bear any responsibility towards the successful Bidder in regards to any issue that may arise in relation to the data regarding the relevant Project School.

## 2. Only One Proposal

A Bidder shall be allowed to submit only one Bid for each Project School being offered, however, a Bidder may apply for more than one Project School at a time subject to fulfilment of necessary formalities, either by itself, or as a lead member in a consortium or joint venture. For a Bid in relation to one Project School, a Bidder shall not:

- a. have common controlling shareholders or other ownership interest with any other Bidder (or any constituent thereof); or
- b. be a member (as defined in the Companies Act, 2017, as amended from time to time) of another Bidder; or
- c. receive or have received any direct or indirect subsidy from any other Bidder, or have provided any such subsidy to any other Bidder; or
- d. have the same legal representative for purposes of this Bid as any other Bidder; or
- e. have a relationship with another Bidder, directly or through common third parties, that puts it in a position to have access to each other's information about, or to influence the Bid of either Bidder.

Any Bidder found in violation of these terms shall be disqualified and PR shall be entitled to appropriate the Bid Bond of the said Bidder.

### 3. Bid Bond

Each Bidder shall submit a Bid Bond with the Bid. In case Bidder is bidding for more than one Project School, separate Bid Bonds for each Project School should be submitted. The Bid Bond amount will vary for each Project School. The Bid Bond amount for each Project School shall be in PKR in the amount specified in **Section E** of this RFP. Any Bid not accompanied by a Bid Bond in the requisite amount shall be rejected by PR. Bid Bonds of unsuccessful Bidders shall be released within thirty (30) days of issuance of Letter of Award.

The Bid Security shall be forfeited under the following conditions:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified the RFP;
- b) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as may be extended by mutual consent of the respective Bidder(s) and the PR;
- c) In the case of the Bidder, if it fails within the specified time limit:
  - (i) to accept the LoA and / or to sign and return the duplicate copy of LoA; or
  - (ii) to sign the Concession Agreement; or
  - (iii) to furnish the Performance Security within the stipulated period.

### 4. Bid Validity

Bids shall be valid for a period of one hundred and eighty (180) days from the Bid Submission Date ("Bid Validity Period"). In exceptional circumstances, prior to expiry of the original Bid validity period, PR may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder agreeing to the request shall extend the validity of the Bid Bond correspondingly. The Bid Bond shall be returned to the Successful Bidder upon submission of the executed Performance Guarantee.

### 5. Taxation

The Concessionaire shall be liable to pay all applicable federal, provincial and local taxes. Any change in law resulting in increase or decrease of taxes shall be treated in accordance with the Concession Agreement.

### 6. Language and Currency

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in the English language for the ease of comprehension and comparability. Any supporting documentation or published material that is in another language must be accompanied by certified English translation(s) thereof acceptable to PR. Supporting materials, which are not translated into English, may not be considered for fixing the qualification criteria. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

The currency for the purpose of the Bid shall be Pakistani Rupees only.

### 7. Clarifications

Bidder requiring clarification on any of the terms contained in this RFP or attached volumes may seek such clarification by way of an e-mail to ( dgeducation4050@gmail.com) . In the interest of fairness, any clarifications issued to any of the Bidders will be e-mailed to all the Bidders without disclosing the identity of the sender of the original request. A pre-bid meeting will also be held with all the Bidders to address the queries raised by the Bidders.

## 8. Amendment of RFP

At any time prior to the Bid Submission Date, PR may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addenda. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders. In order to allow the Bidders a reasonable time for taking an Addendum into account, or for any other reason, PR may, at its sole discretion, extend the Bid Submission Date.

However, no amendments to the RFP or any of the Bid Documents shall be made at the request of the Bidder, after the issuance of an addendum (if any) to the Bid Documents after the last pre-bid meeting.

For the purposes of clarification, PR is not bound to make any changes to the RFP or any of its supporting Bid Documents. PR shall have the sole discretion and decision-making authority as to whether any changes need to be made or not to the RFP and its supporting Bid Documents.

## 9. Bid Submission

Bidders shall submit one original Technical Proposal, and one original Financial Proposal and two (2) hard copies and one (1) soft copy of the Technical Proposals for each Project School that they wish to Bid for by the **May 28, 2025 till 2:00 pm**. Each Proposal will have to clearly indicate which Project School the respective Proposal relates to. In case a Bidder wishes to make a Bid for more than one Project School, it will need to submit separate Technical and Financial Proposals for each Project School that it is bidding for. Each Proposal shall be in a separate envelope indicating original or copy, as appropriate. Bidders must not place any information or document forming part of the Technical Proposal in the envelope for the Financial Proposal and *vice versa*. The Technical and Financial Proposals shall be placed in sealed envelopes clearly marked "Technical Proposal" and "Financial Proposal" separately. The Bid Bond will be placed in the Technical Proposal envelope. These two envelopes, in turn, shall be placed in a sealed outer envelope bearing the address and information indicated in this Letter of Invitation. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE". Bids shall be opened in a single stage two envelopes manner. Bids sent through fax or email shall not be considered.

The Technical and Financial Proposals shall be signed by a duly authorized representative of the Bidder. The Proposals shall include a Power of Attorney in **Form 3 of Section C "Bid Forms"** authorizing such representative to sign and submit the Technical and Financial Proposals to PR on behalf of Bidder. Authorized representative of Bidders shall make initials on each page of Technical and Financial Proposals. In case the Bidder is an entity (e.g. a company or a firm) then the stamp of that entity shall also be placed on every page of the Technical and Financial Proposal alongside the signature mentioned above.

The Proposals must be sent not later than the Bid Submission Date or any extension to this date, if provided by the PR. Any Proposal received after the deadline for submission shall be returned unopened. Proposals shall be sent at the addresses provided hereunder:

**Director General Education**  
Pakistan Railways, Headquarters Office,  
Empress Road, Lahore  
Phone: 92-42-99201753  
Email: dgeducation4050@gmail.com:

#### 10. Bid Opening

In order to avoid Mis-procurement, an unambiguous bid evaluation criteria has been provided in the RFP for all prospective Bidders. The Bid Opening and Evaluation Committee (BOEC) shall be formed to open, analyse and evaluate the Bids according to the criteria contained in this RFP. The BOEC does not have an obligation, responsibility, commitment, or legal liability towards any Bidder or any Bidder's advisers arising from this RFP or any Bid submitted in response to it, or from the Bidding Process.

The BOEC shall open the Technical and Financial Proposals for each Project School in the presence of Bidders at a date and time which shall be intimated, in advance, to the Bidders. The Bidders' representatives who are present shall sign a register in evidence of their attendance. BOEC shall examine the Bids to determine whether they are complete and responsive, whether the requisite Bid Bond has been furnished, whether the documents have been properly signed and whether the Bids are generally in order. Any errors or omissions in a Bid will be sufficient grounds for the BOEC to reject a Bid, however, the BOEC reserves the right to ask Bidders to correct any errors or omissions in their Bids to the BOEC's satisfaction. However, under no circumstances can a Bidder amend the amount of the monthly lease rentals of the Project School it is offering as part of its Financial Proposal as the result of clarifying or rectifying a Bid. Bidders' names, Bid withdrawals (if any), the presence of the requisite Bid Bond and such other details as BOEC at its discretion, may consider appropriate, will be announced at the Bid opening. BOEC shall prepare minutes of the Bid opening for transparency and its own record.

#### 11. Test of Responsiveness

Prior to and during evaluation of Bids, the BOEC shall determine whether each Bid is responsive to the requirements of this RFP, in accordance to the following:

- a) it is received by the Bid Submission Date (including any extension thereof);
- b) it is accompanied by a Bid Bond in the format prescribed in **Form-2 of Section C "Bid Forms"** of this RFP;
- c) it is accompanied by the power of attorney authorizing a representative in accordance with **Form-3 of Section C "Bid Forms"** of this RFP;
- d) it is duly signed and each page is initialled by the authorized representative of the Bidder;
- e) it is received as per the formats provided in **Section C "Bid Forms"**;
- f) it is signed, sealed, bound together in hard cover and marked as stipulated in the above clauses;
- g) it is accompanied by an affidavit in accordance with **Form-4 of Section C "Bid Forms"** of this RFP;
- h) it is accompanied by a duly signed and witnessed integrity pact in accordance with **Form-5 of Section C "Bid Forms"** of this RFP;
- i) it contains all the information (complete in all respects) as requested in this RFP; and
- j) it does not contain any condition or qualification.

The PR reserves the right to reject any Bid which is declared by the BOEC as nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect thereof.



## 12. Evaluation of Bids

BOEC shall evaluate responsive Bids according to the evaluation criteria provided in this RFP. Any effort by Bidders to influence PR in the examination and evaluation of Proposals, and recommendation for award of the Project may result in the rejection of the Bidders' Proposal.

PR may, at any stage of the Bidding Process, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a Bidder, whether or not qualified, or even otherwise may require the Bidder to provide such further information concerning its professional, technical, financial, legal or managerial competence as the PR may decide.

- 12.1. **Evaluation of Technical Proposal:** Responsive bids shall be considered for technical evaluation by BOEC. The Project Schools are divided into three categories (depending on the size of the Project School) and the technical evaluation for each category of Project Schools shall be done separately in the following manner:

(For the purposes of clarification, if the Bidder is bidding for multiple Project Schools then each Bid will be submitted by the interested Bidder separately and will be evaluated separately. In other words, a potential Bidder may have its Technical Proposal for one Project School disqualified even though it may have it qualified for a separate Project School.)

### CATEGORY A

The following are the list of Project Schools which have an area of up to 20 kanals:

| S.No | Institute Name         | Location  | Area (Kanals) |
|------|------------------------|-----------|---------------|
| 1    | P.R. Girls High School | Rohri     | 8.8           |
| 2    | P.R. Girls High School | Sukkur    | 9.9           |
| 3    | P.R. Boys High School  | Sukkur    | 11.7          |
| 4    | P.R. Boys High School  | Samasatta | 17.3          |

In order to be technically qualified bid and qualify for next stage of bidding in this category, the Bidders shall have to satisfy the following conditions of eligibility (i.e. meet all the criteria in Part I and score at least 65 marks in Part II):

**I)** The Bidder MUST meet all of the following criteria:

- Holder of National Tax Number (duly supported by **NTN** Certificate and official tax returns for the past three (3) years) or any equivalent thereof, if it exists, for foreign entities that prove that the Bidding entity is a registered taxpayer in the jurisdiction in which it is based.
- Bidder must have an annual turnover of at least PKR 8 million over the last three (3) years. The Bidder must provide audited financial statements for the last three years along with the Technical Proposal.
- Bidder's net worth should be equivalent to at least PKR 3 million. Net worth shall be as per latest audited accounts or wealth statements of the Bidder to be provided with Technical Proposal.

**II)** The Bidder must score at least sixty five (65) marks according to the following criteria:

| Grading  | Marks |
|--|-------|
| Years of management of educational institute(s): |       |

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|   |    |
|---|----|
| 10 years or more (10 Marks)<br>8 years or more and less than 10 years (8 Marks)<br>6 years or more and less than 8 years (6 Marks)<br>4 years or more and less than 6 years (4 Marks)<br>2 years or more and less than 4 years (2 Marks)<br>Less than 2 years (0 Marks) | 10 |
| <b>Number of institutes being managed by the Bidder in the education sector:</b><br><br>above 50 (10 Marks)<br>41to 50 (8 Marks)<br>31to 40 (6 Marks)<br>21to 30 (4 Marks)<br>10 to 20 (2 Marks)<br>Below 10 (Zero Marks)   | 10 |

|  |    |
|--|----|
| <b>Proposed methodology and work plan:</b><br><br>Description of the strategy to improve governance, head teachers training and quality of education in the target institute (4 marks).<br><br>Optimal upgradation/maintenance of structure & facilities and provision of a conducive learning environment (4 marks).<br><br>Actionable plan for improving individual student learning needs and providing differentiated student-centered learning environment (4 marks).<br><br>Detailed summary of execution strategy to address management issues including maintenance of records (teachers' service/profession records, students personal and learning record, infrastructure/asset record, resource utilization record, staff leave record, etc.) school discipline, etc. (4 marks).<br><br>Student assessment strategy i.e. school based or using the Specific Learning Outcomes (SLOs) (4 marks).<br>Teachers hiring/management plan, strategy for Teachers' Continuous Professional Development (CPO) and evaluation of teachers performance (4 marks).<br><br>Teachers hiring/management plan, strategy for Teachers' Continuous Professional Development (CPO) and evaluation of teachers performance (4 marks).<br><br>Explanation of methodology to engage School Management Committee, parents and communities in school development (3 marks).<br><br>An effective teacher and student attendance management system (3 marks). | 40 |
|--|----|

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|   |  |
|---|--|
| <p>Provision of modern digital labs (science labs and computer labs) equipped with IT facilities and imparting IT skills (4 marks).</p> <p>Plan for co-curricular activities (3 marks).</p> <p>A detailed work plan for the first five academic years (Gantt chart supported with narrative) (3 marks).</p> |  |
|---|--|

|  |    |
|--|----|
| <p><b>Average Annual Turnover of last three years:</b></p> <p>PKR 20 million or more (20 Marks);<br/>         PKR 14 million or more but less than PKR 20 million (15 Marks);<br/>         PKR 8 million or more but less than PKR 14 million (10 Marks);<br/>         Less than PKR 8 million (0 Marks)</p> <p>This should be supported by audited accounts or wealth statement for the past three years.</p> | 20 |
| <p><b>Financial Net Worth:</b></p> <p>PKR 7 million or more (20 Marks)<br/>         PKR 5 million or more but less than PKR 7 million (15 Marks)<br/>         PKR 3 million or more but less than PKR 5 million (10 Marks)<br/>         Less than PKR 3 million (0 Marks)</p> <p>This should be supported by the latest audited accounts or wealth statement.</p>  | 20 |

**TOTAL: /100**

Documentary evidence in support of the abovementioned criteria should be provided in the Technical Proposal in order to properly evaluate the same.

As mentioned hereinabove, in order to qualify, a minimum score of **sixty five (65) marks** is required.

The Financial Proposals of those Bidders whose Technical Proposal have been passed (i.e. those who have meet all the criteria stated in Part I) hereinabove and have achieved a minimum score of 65 marks in Part II) hereinabove shall have their Financial Proposals opened.

The Financial Proposals of those Bidders whose Technical Proposal has not been passed shall be returned unopened.

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**CATEGORY B**

The following are the list of Project Schools which have an area of above 20 and up to 40 kanals:

| S.No | Institute Name                     | Location  | Area (Kanals) |
|------|------------------------------------|-----------|---------------|
| 1    | P.R. Girls Middle School           | Samasatta | 27.80         |
| 2    | P.R. Girls Middle School           | Khanewal  | 31.0          |
| 3    | P.R. Girls High School, Moghalpura | Lahore    | 22.0          |

In order to be technically qualified bid and qualify for next stage of bidding in this category, the Bidders shall have to satisfy the following conditions of eligibility (i.e. meet all the criteria in Part I and score at least 65 marks in Part II) :

- I)** The Bidder MUST meet all of the following criteria:
- Holder of National Tax Number (duly supported by NTN Certificate and official tax returns for the past three (3) years) or any equivalent thereof, if it exists, for foreign entities that prove that the Bidding entity is a registered taxpayer in the jurisdiction in which it is based.
  - Bidder must have an annual turnover of at least PKR 20 million over the last three (3) years. The Bidder must provide audited financial statements for the last three years along with the Technical Proposal.
  - Bidder's net worth should be equivalent to at least PKR 7 million. Net worth shall be as per latest audited accounts or wealth statements of the Bidder to be provided with Technical Proposal.
- II)** The Bidder must score at least sixty-five (65) marks according to the following criteria:

| Grading  | Marks |
|--|-------|
| <b>Years of management of educational institute(s):</b><br><br>10 years or more (10 Marks)<br>8 years or more and less than 10 years (8 Marks)<br>6 years or more and less than 8 years (6 Marks)<br>4 years or more and less than 6 years (4 Marks)<br>2 years or more and less than 4 years (2 Marks)<br>Less than 2 years (0 Marks) | 10    |

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|   |    |
|---|----|
| <p><b>Number of institutes being managed by the Bidder in the education sector:</b></p> <p>above 50 (10 Marks)<br/>41to 50 (8 Marks)<br/>31to 40 (6 Marks)<br/>21to 30 (4 Marks)<br/>10 to 20 (2 Marks)<br/>Below 10 (0 Marks)</p>  | 10 |
| <p><b>Proposed methodology and work plan:</b></p> <p>Description of the strategy to improve governance, headteachers training and quality of education in the target institute (4 marks).</p> <p>Optimal upgradation/maintenance of structure &amp; facilities and provision of a conducive learning environment (4 marks).</p> <p>Actionable plan for improving individual student learning needs and providing differentiated student-centered learning environment (4 marks).</p> <p>Detailed summary of execution strategy to address management issues including maintenance of records (teachers' service/profession records, students personal and learning record, infrastructure/asset record, resource utilization record, staff leave record, etc.) school discipline, etc. (4 marks).</p> <p>Student assessment strategy i.e. school based or using the Specific Learning Outcomes (SLOs) (4 marks).</p> <p>Teachers hiring/management plan, strategy for Teachers' Continuous Professional Development (CPD) and evaluation of teachers performance (4 marks).</p> <p>Explanation of methodology to engage School Management Committee, parents and communities in school development (3 marks).</p> <p>An effective teacher and student attendance management system (3 marks).</p> | 40 |

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|   |    |
|---|----|
| <p>Provision of modern digital labs (science labs and computer labs) equipped with IT facilities and imparting IT skills (4 marks).</p> <p>Plan for co-curricular activities (3 marks).</p> <p>A detailed work plan for the first five academic years (Gantt chart supported with narrative) (3 marks).</p>   |    |
| <p><b>Average Annual Turnover of last three years:</b></p> <p>PKR 40 million or more (20 Marks)<br/> PKR 30 million or more but less than PKR 40 million (15 Marks)<br/> PKR 20 million or more but less than PKR 30 million {10 Marks)<br/> Less than PKR 20 million (0 Marks)</p> <p>This should be supported by audited accounts or wealth statement for the past three years.</p> | 20 |
| <p><b>Financial Net Worth:</b></p> <p>PKR 13 million or more (20 Marks)<br/> PKR 10 million or more but less than PKR 13 million (15 Marks)<br/> PKR 7 million or more but less than PKR 10 million {10 Marks)<br/> Less than PKR 7 million (0 Marks)</p> <p>This should be supported by the latest audited accounts or wealth statement.</p>   | 20 |
| <b>TOTAL:</b>   |    |
| <b>/100</b>   |    |

Documentary evidence in support of the abovementioned criteria should be provided in the Technical Proposal in order to properly evaluate the same.

As mentioned hereinabove, in order to qualify, a minimum score of **sixty five (65) marks** is required.

The Financial Proposals of those Bidders whose Technical Proposal have been passed (i.e. those who have meet all the criteria stated in Part I) hereinabove and have achieved a minimum score of 65 marks in Part II) hereinabove shall have their Financial Proposals opened.

The Financial Proposals of those Bidders whose Technical Proposal has not been passed shall be returned unopened.

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**CATEGORY C**

The following are the list of Project Schools which have an area of above 40 kanals:

| S.No | Institute Name   | Location      | Area (Kanals) |
|------|--|---------------|---------------|
| 1    | P.R. Boys High School, Engine Shed   | Lahore        | 49.70         |
| 2    | P.R. Boys High School, Moghalpura  | Lahore        | 42.90         |
| 3    | P.R. Lady Griffin Girls High School  | Lahore        | 47.60         |
| 4    | P.R. St. Andrew's Girls High School , Lahore and PR Axis college for girls and boys, st.Andrews campus | Lahore        | 50.9          |
| 5    | P.R Girls / Boys Secondary School, Kala Pul Karachi  | Karachi Cantt | 66.40         |

In order to be technically qualified bid and qualify for next stage of bidding in this category, the Bidders shall have to satisfy the following conditions of eligibility (i.e. meet all the criteria in Part I and score at least 65 marks in Part II):

**I)** The Bidder MUST meet all of the following criteria :

- a. Holder of National Tax Number (duly supported by NTN Certificate and official tax returns for the past three (3) years) or any equivalent thereof, if it exists, for foreign entities that prove that the Bidding entity is a registered taxpayer in the jurisdiction in which it is based.
- b. Bidder must have an annual turnover of at least PKR 30 million over the last three (3) years. The Bidder must provide audited financial statements for the last three years along with the Technical Proposal.
- c. Bidder's net worth should be equivalent to at least PKR 10 million. Net worth shall be as per latest audited accounts or wealth statements of the Bidder to be provided with Technical Proposal.

**II)** The Bidder must score at least sixty five (65) marks according to the following criteria :

| Grading  | Marks |
|--|-------|
| <b>Years of management of educational institute(s):</b><br><br>10 years or more (10 Marks)<br>8 years or more and less than 10 years (8 Marks)<br>6 years or more and less than 8 years (6 Marks)<br>4 years or more and less than 6 years (4 Marks)<br>2 years or more and less than 4 years (2 Marks)<br>Less than 2 years (0 Marks) | 10    |
| <b>Number of institutes being managed by the Bidder in the education sector:</b><br><br>above 50 (10 Marks)<br>41to 50 (8 Marks)<br>31to 40 (6 Marks)<br>21to 30 (4 Marks)<br>10 to 20 (2 Marks)   | 10    |

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|  |    |
|--|----|
| Below 10 (0 Marks)   |    |
| <p><b>Proposed methodology and work plan:</b></p> <p>Description of the strategy to improve governance, headteachers training and quality of education in the target institute (4 marks).</p> <p>Optimal upgradation/maintenance of structure &amp; facilities and provision of a conducive learning environment (4 marks).</p> <p>Actionable plan for improving individual student learning needs and providing differentiated student-centered learning environment (4 marks).</p> <p>Detailed summary of execution strategy to address management issues including maintenance of records (teachers' service/profession records, students personal and learning record, infrastructure/asset record, resource utilization record, staff leave record, etc.) school discipline, etc. (4 marks).</p> <p>Student assessment strategy i.e. school based or using the Specific Learning Outcomes (SLOs) (4 marks).</p> | 40 |

|  |    |
|--|----|
| <p>Teachers hiring/management plan, strategy for Teachers' Continuous Professional Development (CPD) and evaluation of teachers performance (4 marks).</p> <p>Explanation of methodology to engage School Management Committee, parents and communities in school development (3 marks).</p> <p>An effective teacher and student attendance management system (3 marks).</p> <p>Provision of modern digital labs (science labs and computer labs) equipped with IT facilities and imparting IT skills (4 marks).</p> <p>Plan for co-curricular activities (3 marks).</p> <p>A detailed work plan for the first five academic years (Gantt chart supported with narrative) (3 marks).</p> |    |
| <p><b>Average Annual Turnover of last three years:</b></p> <p>PKR 50 million or more (20 Marks)</p> <p>PKR 40 million or more but less than PKR 40 million (15 Marks)</p>  | 20 |



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|  |    |
|--|----|
| <p>PKR 30 million or more but less than PKR 30 million {10 Marks)<br/>Less than PKR 30 million (0 Marks)</p> <p>This should be supported by audited accounts or wealth statement for the past three years.</p>   |    |
| <p><b>Financial Net Worth:</b></p> <p>PKR 18 million or more (20 Marks)<br/>PKR 14 million or more but less than PKR 13 million (15 Marks)<br/>PKR 10 million or more but less than PKR 10 million {10 Marks)<br/>Less than PKR 10 million (0 Marks)</p> <p>This should be supported by the latest audited accounts or wealth statement.</p> | 20 |
| <b>TOTAL:</b>  |    |
| <b>/100</b>  |    |

Documentary evidence in support of the abovementioned criteria should be provided in the Technical Proposal in order to properly evaluate the same.

As mentioned hereinabove, in order to qualify, a minimum score of **65 marks** is required.

The Financial Proposals of those Bidders whose Technical Proposal have been passed (i.e. those who have meet all the criteria stated in Part I) hereinabove and have achieved a minimum score of 65 marks in Part II) hereinabove shall have their Financial Proposals opened.

The Financial Proposals of those Bidders whose Technical Proposal has not been passed shall be returned unopened.

#### 12.2. Evaluation of Financial Proposal

The BOEC shall conduct an evaluation of those Financial Bids, which have been technically qualified. Bidders shall propose a monthly lease rental amount, in Pakistan Rupees, of the Project School, which is to be paid to PR during the Project from the specific Project School that it is bidding for.

| Sr.No. | Financial Evaluation Criteria | Marks(%) |
|--------|-------------------------------|----------|
| 1.     | Highest Lease Rental to PR    | 100%     |
| Total  |                               | 100%     |

The accepted monthly lease rental amount shall be fixed for the first three (03) years of the Concession Period. Subsequently, the monthly lease rental rate shall be increased by five percent (05%) per year (compounded).

Payment of lease rental shall commence upon signing of Concession Agreement and after handing over of the Project school / college. The private party will pay lease rental as advance on quarterly basis.

The reserve price for each Project School is mentioned alongside the name of each Project School in **Section E** of this RFP. Any bidder quoting less than the mentioned reserve price shall be disqualified.

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The contract for a particular Project School shall be awarded to the Bidder that would offer the highest monthly lease rental amount for a Project School provided that it either meets or exceeds the reserve price of that particular Project School

All applicable and prevailing duties and taxes from time to time in consequence of its obligations under the Concession Agreement, including income tax (including corporate), customs and excise duties, advertisement tax, VAT, any cess, levy, duty, tax or charge etc. shall be directly borne by the Concessionaire and would not have any impact on rental to be paid to PR.

In the event that the highest bidder, for a particular Project School, withdraws its Bid, for whatever reason, then the second highest bidder for that particular Project School, shall be considered the successful Bidder provided it meets the reserve price.

In the event that the same rental is offered by more than one Bidder (the "Tie Break Bidders"), then the PR shall invite all of the Tie Break Bidders to re-submit the Financial Bid with their best and final offer and the PR shall select and appoint the Tie Break Bidder which offers highest rent.

In the event of again tie between Bidders, PR shall select Bidder which has obtained highest Technical score.

#### 13. Award of Contracts

PR shall announce the result of the Bidding Process and issue a Letter of Award ("**LOA**"), along with notice for execution of the Concession Agreements within the timelines stipulated in the RFP, to the selected Bidders within ten (10) days of the Bid evaluation or where applicable, approval of the PPP Authority, as the case may be. The selected Successful Bidders must be the Best Evaluated Bidders in respect of each Project School.

The successful Bidder will be required within sixty (60) days of issuance of the LOA to sign and execute the Concession Agreement(s).

#### 14. Grievance Redressal Committee

A committee has been established for the purposes of redressing grievances of Bidders ("**Grievance Redressal Committee**"). This Grievance Committee shall comprise of the following personnel:

Chief Electrical Engineer, Chief Mechanical Engineer / C&W and COPS/Safety

The Grievance Committee has been constituted with proper powers and authorizations, to address the complaints of Bidders that may occur prior to the entry into force of the award of Concession Agreements.

#### 15. Termination of Bidding Process

PR reserves the right to terminate the Bidding Process in respect of any or all Project Sites at any time till such time that the relevant Concession Agreement is signed. PR may, upon request of any of the Bidders, communicate to such Bidder, grounds for the cancellation of the Bidding Process, but is not required to justify such grounds.

In the event PR terminates the Bidding Process, the PR reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the PR considers to be most suitable, which does not exclude the involvement of one or more of the Bidder's advisers.

## **Section C: Bid Forms**

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**Form 1: Covering Letter**

No:

Date:

[insert designated official details]

The undersigned,

Name:

Title/Position: \_\_\_\_\_

Company: \_\_\_\_\_

**School / College Name:** \_\_\_\_\_

Acting as the legal representative of [Bidder], \_\_\_\_\_, [collectively] known as the "**Bidder**" and who is/are interested in the Rehabilitation and Operation of Pakistan Railways Schools (the "**Project**") on Rehabilitate-Operate-Transfer (ROT) mode and Public Private Partnership basis, we submit the attached documents forming our bid proposal ("**Bid**") for Project School: XXXX and I/we hereby certify, represent, warrant and agree, on behalf of the Bidder(s) that:

1. This Bid letter, along with all its attachments hereto, forms our Bid and has been submitted pursuant to the Request for Proposal ("**RFP**") and its attached volumes as issued by the Pakistan Railways ("**PR**") for the Project including the draft concession agreement for the Project ("**Concession Agreement**").
2. Having examined in detail and being fully familiar with all the provisions of the RFP including the draft of the Concession Agreement, we hereby acknowledge the receipt of the same.
3. Based on the document received by us, we have conducted our own studies to evaluate the nature and scope of the contractual obligations under the Concession Agreement, the structure of the Project proposed in the Concession Agreement, and the Concession Agreement itself and any other regulation associated to the Project or its execution. We therefore stand fully aware of the magnitude and novelty of this Project and hereby offer to undertake the Project in compliance with all requirements of the RFP and draft Concession Agreement.
4. We hereby agree that our Bid constitutes a firm and irrevocable offer that is binding upon us and that it will remain valid until one hundred and eighty (180) days from the Bid Submission Date.
5. We have provided and attached hereto a Bid Bond issued by [name of issuing bank] in the amount of PKR XXXX in accordance with the RFP.
6. We certify that (i) the information submitted as part of our Bid is complete and accurate and (ii) we accept the documents, terms and conditions of the RFP and draft Concession Agreement and are bound to develop this Project in accordance with the RFP and draft Concession Agreement.
7. We understand the evaluation criteria and the process for selection of the Successful Bidder that has been provided in the RFP and acknowledge that the PR is under no obligation to accept our Bid and may at any time reject our Bid at its sole discretion.
8. We commit ourselves, if required, to extend the validity of our Bid until the issuance of the Letter of Award to the Successful Bidder, subject to mutual agreement.
9. We commit ourselves to furnish the Performance Guarantee (as defined in the Concession Agreement) and to finalize and sign the Concession Agreement in good faith, if we are advised to do so by the PR.
10. We further commit ourselves to provide any additional information, clarification and data in respect of the Bid, if required by PR.

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At (Insert Location), on this (Insert date)

The undersigned is duly authorized to execute the Bid for and on behalf of the Bidder

Authorized signature and seal

**Form 2: Format of Bid Bond**

[To be stamped in accordance with the Stamp Act, 1899]

**IRREVOCABLE AND UNCONDITIONAL BID BOND  
GUARANTEE**

BANK GUARANTEES No: DATE:

[insert designation]

Dear Sir,

**Ref:** Bid for Rehabilitation and Operation of Pakistan Railways School

**WHEREAS** [name and legal status of the Bidder] (hereinafter referred to as the "**Bidder**") has submitted his/its Bid dated \_\_\_\_\_ (hereinafter referred to as the "**Bid**") for granting of a Concession for Project School: XXXX in the project titled "Rehabilitation and Operation of Pakistan Railways Schools", a requirement of which is that the Bidder must submit a Bid Bond of the amount of PKR XXXX.

**AND WHEREAS** to satisfy the aforesaid requirement, this Deed of Bid Bond Guarantee (hereinafter referred to as the "**Guarantee**") is made on this day of \_\_\_\_\_ by [name of the bank] a banking company lawfully undertaking business in the Islamic Republic of Pakistan, having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Bank**" which expression shall, wherever the context so admits, include its executors, administrators and successors-in interest) in favour of the Pakistan Railways, a body established by the Federal Government of Pakistan (hereinafter referred to as "**PR**").

**NOW THEREFORE** in consideration of the PR accepting the Bank's obligations contained in the following paragraphs for the due discharge of the Bidder's obligation to provide a Bid Bond, THE BANK, by THIS GUARANTEE AGREES TO THE FOLLOWING:

1. The Bank hereby undertakes and guarantees that it shall, on the first written demand of PR, without any caveat, demur, protest or contest and without reference or recourse to the Bidder or any other person, organization or authority, pay PR within three (3) working days, in clear funds, without any deduction or withholding on any account whatsoever, a sum of PKR XXXX.
2. The obligation of the Bank to PR to pay the sum specified in paragraph 1 above within the time and in the manner specified therein shall be that of principal without PR proceeding against the Bidder and notwithstanding any security or other guarantee PR may have in relation to the Bidder's liabilities.
3. Any demand specified in paragraph 1 above, made by PR on the Bank, will be conclusive and binding between PR and the Bank notwithstanding any dispute or difference between PR and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other judicial, quasi-judicial or other authority. The Bank hereby affirms that it shall pay PR the amount specified in paragraph 1 above within the time and in the manner specified therein, without PR needing to prove or show grounds or reasons for PR's demand.
4. Any payments made to PR shall be net and free of and without any present or future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.
5. The Bank hereby waives, to the fullest extent possible by law, any defense whether in law or equity, that may be raised to prevent or delay the PR from making a demand specified in paragraph 1 above or being paid the sum specified therein.
6. PR shall be at liberty, without affecting the Bank's obligations to PR contained in this Guarantee, to postpone for any time or from time to time, the enforcement of any rights accruing to PR against the Bank or the Bidder and to enforce the same at any time and in any manner and to enforce or forbear to enforce any remedies available to PR against the Bank or the Bidder. The Bank accepts that it shall not be released of its obligations to PR contained in

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this Guarantee by any exercise by PR of its liberty in relation to the aforesaid matters or any of them or by time or other indulgence including the granting of any waiver to either the Bank or the Bidder or by any variation in this Guarantee or by any other act or omission whatsoever which, under law or equity, but for this provision would have the effect of releasing the Bank of its obligations under this Guarantee notwithstanding that any such postponement, forbearance, extension of time or other indulgence, waiver, variation or any other thing was granted, made, given or happened without the consent or knowledge of the Bank.

7. The Bank hereby undertakes not to revoke this Guarantee during its currency without the prior written approval of PR and agrees that the obligations of the Bank under this Guarantee are continuous obligations and shall remain in full force and effect and be enforceable against the Bank notwithstanding any change in the constitution, legal status or organization of the Bank, the Bidder or PR until all dues of PR under or by virtue of this Guarantee have been paid by the Bank in full or until PR discharges this Guarantee in writing.
8. The Bank hereby affirms that it has the power and authority under its Memorandum and Articles of Association and all necessary consents and authorizations, including without limitation, those required from its board of directors, regulator or other relevant governmental body, to enter into, execute, deliver and perform the Bank's obligations under this Guarantee in favour of PR and that the signatory(ies) hereto has/have the capacity, authority and power to sign and bind the Bank to the Bank's obligations contained herein under [Power of Attorney/Board Resolution] dated \_\_\_\_\_
9. The Bank hereby confirms that notwithstanding any dispute which may arise with regard to this Guarantee or otherwise upon receiving the demand in writing as specified herein it shall pay the demanded amount without any objection.
10. Notwithstanding anything contained in paragraphs 1 to 7 above, the Bank's liability to PR under this Guarantee is restricted to and shall remain in force up to and including \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall be extended for such period as may be desired by the Concessionaire.
11. The Bank's obligations as set out in this Guarantee shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without the Bank's assent or otherwise, if any act or omission, or any circumstance or events which would otherwise discharge, impact or otherwise affect any of the Bank's obligations contained in this Guarantee.
12. No set off, counterclaim or reduction or diminution of any obligation that the Bank has or may have against the PR shall be available to it against the PR in connection with any of its obligations to the PR under this Guarantee.
13. The Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and all necessary authorizations, approvals and consents there under to enter into, execute, deliver and perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Bank under the laws of Pakistan. Further that the signatories to this Guarantee are the Bank's duly authorized officers.
14. This Guarantee is limited to the sum of PKR XXXX and shall be valid up till \_\_\_\_\_
15. This Guarantee shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

IN WITNESS WHEREOF the Bank, through duly and lawfully authorized representative(s), has executed this Guarantee on the date first written above in the presence of the witnesses mentioned below.

Signature of Authorized Signatory \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

#### WITNESSES:

1. Signature of witness 1 \_\_\_\_\_
2. Name of Title of witness \_\_\_\_\_

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3. Name of Firm: \_\_\_\_\_

4. Address: \_\_\_\_\_

1. Signature of witness 2 \_\_\_\_\_

2. Name of Title of witness \_\_\_\_\_

3. Name of Firm: \_\_\_\_\_

4. Address: \_\_\_\_\_



**Form 3: Format of Authorization of Representative**

[On Stamp Paper in accordance with the Stamp Act, 1899]

**POWER OF ATIORNEY**

KNOW ALL MEN BY THESE PRESENTS, we [Insert name and address of the registered office] (the "**Company**") do hereby constitute, appoint, ordain and authorize Mr./ Ms. [Insert name and residential address] (the "**Attorney**"), severally as our true and lawful attorneys to undertake all necessary actions in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Rehabilitation and Operation of Pakistan Railways Schools on Rehabilitate-Operate-Transfer (**ROT**) under Public Private Partnership (the "**Project**"), including signing and submission of all documents and providing information / responses to the Pakistan Railways (**PR**), representing us in all matters before PR, and generally dealing with PR in all matters in connection with our Bid for the said Project.

AND GENERALLY to do and perform all acts and things as may be deemed necessary or expedient for the said purpose.

AND we hereby undertake to ratify and confirm all acts, deeds and things lawfully done or caused to be done by virtue of these present and the same be construed as acts and things done by us.

This Power of Attorney shall be valid and effective until and including

IN WITNESS WHEREOF, we have executed this Power of Attorney on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[Signatures of executants]

Signature of Authorized Signatory \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

**Note:** To be executed by all members in case of a consortium or JV. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Witness 1:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address: \_\_\_\_\_  
CNIC / Passport No. \_\_\_\_\_

Witness 2:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address: \_\_\_\_\_  
CNIC / Passport No. \_\_\_\_\_

**Form 4: Format of Affidavit**

Date:

[insert designated official details]

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

- a. is not in bankruptcy or liquidation proceedings;
- b. has not been convicted of, fraud, corruption, collusion or money laundering;
- c. 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 capability to comply with the obligations under the Concession Agreement;
- d. is not in default or non-performing any other contract with Pakistan Railways or any other entity during the last five years;
- e. is not blacklisted by any government, semi-government or non-governmental institution; and
- f. there is no ongoing litigation that involves more than 50% of the net worth of the Bidder.

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

Yours sincerely,

Signature of Authorized Signatory

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Form 5: Format of Integrity Pact**

[Executed on Stamp Paper in accordance with the Stamp Act, 1899)

**[Insert Name of the Concessionaire]** (the "**Concessionaire**") hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit through any corrupt business practice from the Government of Pakistan, any provincial government, any local government, any administrative subdivision or agency of any of the foregoing or any other entity owned or controlled by any of the foregoing.

Without limiting the generality of the foregoing, the Concessionaire represents, warrants and covenants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone or any authority 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 the Concessionaire's affiliates, agents, associates, brokers, consultants, directors, promoters, shareholders, sponsors or subsidiaries, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from any Government Agency, except that which has been expressly declared pursuant by the Concessionaire beforehand.

The Concessionaire certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to any transaction with any Government Agency and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty or covenant.

The Concessionaire 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, warranty and covenant. The Concessionaire agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to any Government Agency under any law, contract or other instrument, be voidable at the option of the relevant Government Agency and/or the Government of Pakistan and/or the Pakistan Railways.

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

For and on behalf of the Bidder(s):

Signature of Authorized Signatory  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

Witness 1:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address: \_\_\_\_\_  
CNIC / Passport No. \_\_\_\_\_

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Witness 2:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

CNIC / Passport No. \_\_\_\_\_

**Form 6: Format of Authorization of Lead Member**

[To be stamped in accordance with the Stamp Act, 1899]

**POWER OF ATIORNEY**

**WHEREAS**, Pakistan Railways (PR) has invited proposals from interested parties for the Rehabilitation and Operation of Pakistan Railways Schools ("**the Project**").

**WHEREAS**, the members of the [consortium/JV] named \_\_\_\_\_ are interested in Bidding for the Project and implementing the Project in accordance with the terms and conditions of in accordance with the Request for Proposal (**RFP**) and the accompanying draft Concession Agreement issued by the PR with regards to the Project ("**Concession Agreement**") and other attached volumes in respect of the Project.

**AND WHEREAS**, it is necessary under the RFP for the members of the [consortium/JV] to designate one of them as the lead member with all necessary power and authority to do for and on behalf of the [consortium/JV], all acts, deeds and things as may be necessary in connection with the [consortium/JV's] Bid for the Project

**NOW THIS POWER OF ATIORNEY WITNESSETH THAT** we, M/s \_\_\_\_\_ M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (the respective names and addresses of the registered office) do hereby designate M/s \_\_\_\_\_ being one of the members of the [consortium/JV], as the Lead Member of the [consortium/JV], to do on behalf of the [consortium/JV], all or any of the acts, deeds or things necessary or incidental to the [consortium/JV's] Bid for the Project, including submission of application / proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the [consortium/JV] in all its dealings with PR, any other Government entity or any person, in connection with the Project until culmination of the process of Bidding and thereafter till the execution of relevant Project/Concession documents with PR as mandated by the RFP. We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member 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 the [consortium/JV].

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

(To be executed by all the members of the consortium or JV, using the terminology that is applicable to the arrangement)

Witness 1:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

CNIC / Passport No. \_\_\_\_\_

Witness 2:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

CNIC / Passport No. \_\_\_\_\_

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

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**Form 7: Format of Technical Proposal**

Date: \_\_\_\_\_

[designated official details]

**Subject:** Rehabilitation and Operation of Pakistan Railways Schools on Rehabilitate- Operate and Transfer (ROT)

**School / College Name:** \_\_\_\_\_

Dear Sir,

We, [insert name of Bidder] hereby submit our Technical Proposal in response to your Request for Proposal (RFP) dated [-] issued for Project Site: XXXX of the above-cited project (the "**Project**"). We hereby unconditionally offer to undertake and complete the Project through performance of all works and services in accordance with the draft Concession Agreement ("**Concession Agreement**").

We understand and accept that PR may require us, under the applicable laws, to clarify or modify our Technical Proposal in conformity with its requirements leading to finalization of terms of services.

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

We undertake to initiate work on the Project, in the event of acceptance of our proposal, in accordance with the Concession Agreement to be signed between the parties.

Yours sincerely

Signature of Authorized Signatory \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## INFORMATION TO BE ENCLOSED IN TECHNICAL PROPOSAL

The Bidder (or each member in the case of a consortium or JV) shall provide a comprehensive explanation of its relevant experience and capability to undertake the Project. For each relevant experience cited, outline the precise role of the Bidder, Project duration, outcomes, and its value.

The Bidder (or each member in the case of a consortium or JV) is required to provide at a minimum, the following information in addition to any other information which has been required in this RFP:

### 1. General information

- a. Name of the bidder/ organization;
- b. Country of incorporation (or domicile in case the Bidder is an individual);
- c. Date of establishment/incorporation (attach legal entity establishment evidence e.g. Certificate of Incorporation and commencement of Business Certificate etc.) (in case Bidder is a non-natural legal entity);
- d. Address of the corporate headquarters and its branch office(s), if any, in Pakistan; and  
e. In case of a joint bid/consortium, a copy of the agreement binding all the joint bidders together and providing details of *inter alia* the respective responsibilities and financial share of each member should be provided as part of this Technical Proposal.

### 2. Support Information

- a. Using format below, Bidders shall provide information about the overall experience of the Bidder in enterprise management either in Pakistan or abroad. Bidder should specify the number of years of experience successfully doing business duly supported with appropriate evidence, in addition, brief description of the business should also be provided.  
  
In case Bidder is claiming experience in education and education management, Bidders should provide the relevant details of the type of activities undertaking by it, which should be duly supported with the evidence. Name, designation, cell phone and landline number, email and fax numbers of the primary and secondary individuals, who will serve as the point of contact/ communication with PR.
- b. Information on any litigation in which the Bidder have been involved in during the previous five years or still in progress;
- c. Affidavit declaring that the Bidder or any of its consortium/JV Members (in case of JV) is not blacklisted (Separate Affidavits are required from each consortium/JV Members);
- d. Latest audited financial reports of the preceding three (3) years; if applicable
- e. National Tax Number (duly supported by NTN Certificate) or any equivalent thereof, if it exists, for foreign entities that prove that the Bidding entity is a registered taxpayer in the jurisdiction in which it is based;
- f. Bank Statement of the Bidder for preceding three (3) years;
- g. Shareholding structure of its proposed SPC where there are more than one shareholders;
- h. Bidders should provide details regarding its average net worth and supporting documents, which include financial statements, tax returns, bank statements. In case



## REQUEST FOR PROPOSAL

### REHABILITATION AND OPERATION OF PAKISTAN RAILWAYS SCHOOLS

- the Bidder is a foreign based entity, then it should provide the equivalent version of the aforementioned documents, if they exist, from the jurisdiction in which it is based.
- i. Bidder should provide proposed methodology and work plan as described in the RFP.

REQUEST FOR PROPOSAL  
REHABILITATION AND OPERATION OF PAKISTAN RAILWAYS SCHOOLS

**Form 7: Format of Experience**

|  |  |
|--|--|
| Name of the Bidder   |  |
| Business details of the Bidder   |  |
| Number of Years of relevant Experience in the educational sector   |  |
| Business Location (City+ Country)  |  |
| Address  |  |
| Name & designations of the senior staff  |  |
| Name of the client's contact persons, email, phone and fax number [it is implied that PR has authority of reference check) |  |

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

\_\_\_\_\_  
Signature of Staff Member or  
Authorized official from the Firm

Date: \_\_\_\_\_  
Day/Month/Year

**Form 8: Format of Financial Proposal**

Date: \_\_\_\_\_

[insert designated official details]

**Subject:** Financial Proposal - Rehabilitation and Operation of Pakistan Railways Schools on Rehabilitate-Operate and Transfer

**School / College Name:** \_\_\_\_\_

Dear Sir,

We, [insert name of Bidder] hereby submit our Financial Proposal for Project School: XXXX in response to your Request for Proposal.

Based on the terms and conditions of this RFP and attached sections, we hereby propose to pay an amount of PKR \_\_\_\_\_ as the monthly lease rental of the Project School to be paid to PR over the concession period.

We again affirm that ( i) the information submitted as part of our Bid is complete and accurate; and (ii) we accept the documents, terms and conditions of the RFP and Draft Concession Agreement and are bound to undertake this Project in accordance with this RFP and Draft Concession Agreement and (iii) the monthly lease rental proposed by us for the Project School shall be increased @ 5% per annum(compounded) after the first three years.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Bid, i.e. one hundred and eighty (180) days from the Bid Submission Date.

Signature of Authorized Signatory \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Form 9: Comments/Suggestions of the Firm**

*{Present and justify here any modifications or improvement to the Request for Proposal and/or on services or facilities to be provided by the Client, you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).}*

On the Request for Proposal (RFP)

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
- Etc.

On the data, services and facilities to be provided by PR indicated in the RFP:-

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
- Etc.

Section D:  
[Draft Concession Agreement]

### **Section E**

List of Project Schools being offered alongside reserve price and bid bond amounts is as follows:

#### **CATEGORY A**

| <b>S.No</b> | <b>Institute Name</b>  | <b>Location</b> | <b>Area (Kanals)</b> | <b>Current number of students</b> | <b>Minimum monthly lease rental in PKR (Reserve Price)</b> | <b>Bid security amount (PKR)</b> |
|-------------|------------------------|-----------------|----------------------|-----------------------------------|--|----------------------------------|
| 1           | P.R. Girls High School | Rohri           | 8.8                  | 90                                | 1,000,000  | 2,000,000                        |
| 2           | P.R. Girls High School | Sukkur          | 9.9                  | 299                               | 1,000,000  | 2,000,000                        |
| 3           | P.R. Boys High School  | Sukkur          | 11.7                 | 56                                | 1,700,000  | 3,000,000                        |
| 4           | P.R. Boys High School  | Samasatta       | 17.3                 | 211                               | 1,000,000  | 2,000,000                        |

#### **CATEGORY B**

| <b>S.No</b> | <b>Institute Name</b>              | <b>Location</b> | <b>Area (Kanals)</b> | <b>Current number of students</b> | <b>Minimum monthly lease rental in PKR (Reserve Price)</b> | <b>Bid security amount (PKR)</b> |
|-------------|------------------------------------|-----------------|----------------------|-----------------------------------|--|----------------------------------|
| 1           | P.R. Girls Middle School           | Samasatta       | 27.80                | 21                                | 1,000,000  | 3,000,000                        |
| 2           | P.R. Girls Middle School           | Khanewal        | 31.0                 | 116                               | 2,300,000  | 3,000,000                        |
| 3           | P.R. Girls High School, Moghalpura | Lahore          | 22.0                 | 1300                              | 4,600,000  | 5,000,000                        |

#### **CATEGORY C**

| <b>S.No</b> | <b>Institute Name</b>  | <b>Location</b> | <b>Area (Kanals)</b> | <b>Current number of students</b> | <b>Minimum monthly lease rental in PKR (Reserve Price)</b> | <b>Bid security amount (PKR)</b> |
|-------------|--|-----------------|----------------------|-----------------------------------|--|----------------------------------|
| 1           | P.R. Boys High School, Engine Shed   | Lahore          | 49.70                | 632                               | 8,700,000  | 9,000,000                        |
| 2           | P.R. Boys High School, Moghalpura  | Lahore          | 42.90                | 1176                              | 8,800,000  | 9,000,000                        |
| 3           | P.R. Lady Griffin Girls High School  | Lahore          | 47.60                | 747                               | 11,000,000   | 10,000,000                       |
| 4           | P.R. St. Andrew's Girls High School , Lahore& PR Axis college, St.Andrews campus | Lahore          | 50.9                 | 1456+175                          | 8,600,000  | 9,000,000                        |
| 5           | P.R Girls / Boys Secondary School, Kala Pul Karachi                              | Karachi Cantt   | 66.40                | 672 + 227 899                     | 18,000,000   | 10,000,000                       |

**REQUEST FOR PROPOSAL**  
REHABILITATION AND OPERATION OF PAKISTAN RAILWAYS SCHOOLS

Note: Areas of various schools / colleges shown above are tentative and are for the guidance of the prospective Bidders. Actual area of school / college may vary.

## STUDENTS INFORMATION

### CATEGORY A

| S.No | Institute Name         | Location  | Number of Students being the Children of PR Employees | Max Number of Students fix for receiving subsidies fee from PR |
|------|------------------------|-----------|---|--|
| 1    | P.R. Girls High School | Rohri     | 23  | 50   |
| 2    | P.R. Girls High School | Sukkur    | 53  | 60   |
| 3    | P.R. Boys High School  | Sukkur    | 25  | 50   |
| 4    | P.R. Boys High School  | Samasatta | 199   | 250  |
|      | Total                  |           | 300   | 410  |

### CATEGORY B

| S.No | Institute Name                     | Location  | Number of Students being the Children of PR Employees | Max Number of Students fix for receiving subsidies fee from PR |
|------|------------------------------------|-----------|---|--|
| 1    | P.R. Girls Middle School           | Samasatta | 21  | 50   |
| 2    | P.R. Girls Middle School           | Khanewal  | 89  | 120  |
| 3    | P.R. Girls High School, Moghalpura | Lahore    | 771   | 900  |
|      | Total                              |           | 881   | 1070   |

### CATEGORY C

| S.No | Institute Name   | Location     | Number of Students being the Children of PR Employees | Max Number of Students fix for receiving subsidies fee from PR |
|------|--|--------------|---|--|
| 1    | P.R. Boys High School, Engine Shed   | Lahore       | 455   | 600  |
| 2    | P.R. Boys High School, Moghalpura  | Lahore       | 719   | 800  |
| 3    | P.R. Lady Griffin Girls High School  | Lahore       | 546   | 600  |
| 4    | P.R. St. Andrew's Girls High School , Lahore,& PR Axis college, St. Andrews campus | Lahore       | 864+100   | 1000+120   |
| 5    | P.R Girls / Boys Secondary School, Kala Pul Karachi                                | Karachi Cant | 312   | 400  |
|      | Total  |              | 2996  | 3520   |
|      | Grand Total  |              | 4177  | 5000   |

Note: The above table indicates the current number of students of the employees of the Concessioning Authority in the Project Schools.





**PAKISTAN RAILWAYS**  
**REQUEST FOR PROPOSAL**  
**RESTRUCTURING OF PAKISTAN RAILWAYS' SCHOOLS**  
**UNDER PPP MODE**



Pakistan Railways is undertaking the restructuring of its existing schools across Pakistan under the Public-Private Partnership Authority (Amendment) Act, 2021. This initiative will be carried out through the Build-Operate-Transfer (BOT) model via an open competitive bidding process. Below is the list of Pakistan Railways' Schools, along with their locations, that will be modernized, rehabilitated, up-graded and operated under the PPP/BOT framework.

| S No. | Name of Schools/Location   |
|-------|--|
| 1     | P.R. Lady Griffin Girls High School, Bougie Road, Garhi shahu, Lahore. |
| 2     | P.R. St. Andrews Girls High School, 45-GT. Road, Lahore.               |
| 3     | P.R. Boys High School, Loco Shed Colony (Engine Shed), Lahore.         |
| 4     | P.R. Girls High School, Railway Colony Mughalpura, Lahore.             |
| 5     | P.R. Boys High School, Railway Colony Mughalpura, Lahore.              |
| 6     | P.R. Girls High School, Near Anwar Paracha Hospital, Sukkur.           |
| 7     | P.R. Girls Secondary School Kala Pul Karachi.                          |
| 8     | P.R. Boys Secondary School Kala Pul Karachi.                           |
| 9     | P.R. Girls Axis College St. Andrew's Campus, 45-G.T Road, Lahore.      |
| 10    | P.R. Girls Middle School, Railway Colony, Khanewal.                    |
| 11    | P.R. Girls Middle School, Railway Colony, Samma Satta.                 |
| 12    | P.R Boys High School, Railway Colony, Sammasatta.                      |
| 13    | P.R Boys High School Near Station Road, Sukkur.                        |
| 14    | P.R Girls High School, Loco Shed Colony, Rohri.                        |
| 15    | P.R Locomotive Factory Girls High School, Risalpur Colony , Risalpur   |

1. Pakistan Railways intends to engage a private investor(s) to finance, modernize, expand, rehabilitate, upgrade, operate, and maintain its existing schools while sharing revenue with Pakistan Railways. To achieve this, PR is inviting proposals from reputable national firms, either as a single entity or through a Joint Venture (JV) of firms, to undertake the project under the Public-Private Partnership (PPP) model on a Build-Operate-Transfer (BOT) basis, with a concession period of 21+21 years.
2. Firms/Bidders (Lead partner in case of Joint Venture) must be registered with Securities and Exchange Commission of Pakistan (SECP) or Registrar of Firms.
3. The bidder (all partners in case of Joint Venture) must possess valid registration certificate with Federal Board of Revenue (FBR) and must be on active tax payer list.
4. The bidding process will follow the Single Stage – Two Envelope procedure, requiring separate submission of Technical and Financial Proposals.
5. The interested firms / bidders can download Request for Proposal (RFP) documents, including the Instructions to Bidders, Evaluation Criteria and other relevant details from Pakistan Railways' website (<https://www.pakrail.gov.pk>) or PPRA's website ([www.ppra.org.pk](http://www.ppra.org.pk)).
6. A Road show will be held on **April 24, 2025 at 11:00AM** in in Conference Room No.1, Pakistan Railways Headquarters Office, Empress Road, Lahore. This event aims to provide valuable insights into the process, clarify the scope, and outline expectations. All prospective bidders are strongly encourage to attend.
7. A pre-bid conference will be held on **May 02, 2025 at 11:00 AM** in Conference Room No.1, Pakistan Railways Headquarters Office, Empress Road, Lahore.
8. The firm or bidder can apply for any one or more than one of the above stated project. However, in case of applying for more than one project the firm or bidder is required to submit separate proposal for each project.
9. The firms or bidders must submit a bid security of PKR Five (05) million in the form and manner as specified in the RFP documents. If applying for multiple projects, a separate bid security must be submitted for each project. Bid security must be submitted with technical proposal.
10. The Technical and Financial Proposals (sealed in separate envelope) must be submitted at the under mentioned address **by 2:00 PM on or before May 15, 2025**. The technical proposal will be opened at 2:30 PM on the same day at the address below, in the presence of bidders' representatives who choose to attend.
11. For further information, bidders may contact the undersigned office on any working day during business hours.

**Director General Education,**  
Pakistan Railways,  
Headquarter Office, Empress Road, Lahore  
E-mail:[dgeducation4050@gmail.com](mailto:dgeducation4050@gmail.com) Ph-92-42-99201753  
Website:<http://www.railways.gov.pk/>

# HBL

HABIB BANK  
حبیب بینک

## Deposit Slip Customer Copy

Branch: A Block Branch Pak Secretariat Bldg Islamabad Date: 03/04/2025  
Account Title اکاؤنٹ ہولڈر کا نام Public Procurement M/s

IBAN: آئی بی این P K H A B B 0 0 9 4 5 4 0 0 1 3 1 0 0 7 0 1  
Currency: ☒ PKR ☐ USD ☐ EURO ☐ GBP ☐ JPY ☐ Others  
Credit Card No. ☐ Intercity ☐ Within city ☐ Same Branch

☐ CASH نقد  
BANK / BRANCH

| CHEQUE/INSTRUMENT NO. چیک نمبر / چیک / براؤچ |  | AMOUNT رقم |
|--|--|------------|
|  |  | 15000/-    |
| TOTAL AMOUNT کل رقم                          |  | 15000/-    |

Total Amount in Words: Fifteen thousand only

Depositor's Name

Muhammad Naeem

Contact No.

0322-4905677

Depositor's CNIC No.

35202-9593528-3

(For non-HBL/Walk-in Customers. Also attach CNIC Copy)

Depositor's Account No.

(For HBL Customers / Account Holders)

Received By:

وصول کنندہ

Depositor's Signature دستخط جمع کنندہ

Commission (if any)

Online Cash Deposit

Branch: 0557-ALLAMA IQBAL ROAD. L

Account: PUBLIC PROCUREMENT Date: 2025-04-03

IBAN: PK17HABB0004540013100701

Amount: \*\*\*\*\*15.000.00 PKR

Charges: \*\*\*\*\*725.00

Teller CW50 87

Time 10.31.21.206000

(As per Terms & Conditions on reverse) (Not official unless validated)

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