

# PAKISTAN RAILWAYS

## BIDDING DOCUMENTS

*For*

### **LEASING OF PAKISTAN RAILWAY CLUB, MCNEIL ROAD KARACHI FOR IMPROVEMENT, MANAGEMENT & OPERATIONS**



April, 2023

*Bid Reference #: 473-W/510/KYC/P&L/2021*

## FOREWORD

1. This Bidding Document has been prepared by the **Pakistan Railways** “the Procuring Entity” for hiring the services of a company/firm/Group/JV for Improvement, Management & Operations of Railway Club at Mcneil Road, Karachi **by providing allied facilities i.e. 02 Marques, 20 room for visiting Guests**. The document reflects what are considered as “best practices”.
2. This Bidding Document has been structured in the following manner:
  - a. **Bidding Document Part I: Bidding Instructions**
    - i. Invitation to Bid;
    - ii. Instructions to Bidders;
    - iii. Eligibility Criteria;
    - iv. Bid Evaluation Criteria;
    - v. Bid Forms and Schedule; and
    - vi. Details of standards that are to be used in assessing the quality of services specified.
  - b. **Bidding Document Part II: Agreement**
  - c. **Bidding Document Part III: Terms of Reference & Technical Specifications**
    - i. Scope of work; and
    - ii. Technical Specifications.
  - d. **Bidding Document Part IV: Financial Proposal**

## CONTENTS

<b>IMPORTANT NOTICE .....</b>	<b>5</b>
<b>PART – I.....</b>	<b>6</b>
<b>SECTION - I: LETTER OF INVITATION TO BID .....</b>	<b>6</b>
<b>SECTION - II: INSTRUCTIONS TO BIDDERS.....</b>	<b>8</b>
A: DEFINITIONS .....	8
B. INTRODUCTION.....	10
1. SCOPE OF BID .....	10
2. ELIGIBLE BIDDERS .....	10
3. ELIGIBLE SERVICES.....	11
4. COST OF BIDDING .....	11
C: PREPARATION OF BIDS.....	12
5. CONTENTS OF BIDDING DOCUMENTS .....	12
6. CLARIFICATION OF BIDDING DOCUMENTS.....	13
7. AMENDMENT OF BIDDING DOCUMENTS .....	13
D. PREPARATION OF BIDS .....	14
8. LANGUAGE OF BID & NOTIFICATIONS.....	14
9. DOCUMENTS COMPRISING THE BID, TECHNICAL PROPOSAL, FINANCIAL PROPOSAL AND SUB-CONTRACTING.....	15
10. SUFFICIENCY OF BID .....	16
11. BIDDER’S ELIGIBILITY AND QUALIFICATION .....	16
12. DOCUMENTS ESTABLISHING SERVICES’ CONFORMITY TO BIDDING DOCUMENTS.....	16
13. BID SECURITY .....	17
14. VALIDITY, FORMAT, AND SIGNING OF BIDS.....	18
E. SUBMISSION OF BIDS .....	19
15. DEADLINE FOR SUBMISSION, SEALING, MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BIDS .....	19
F. BID OPENING AND EVALUATION .....	20
16. BID OPENING .....	20
17. CLARIFICATION OF BIDS.....	22
G. AWARD OF AGREEMENT.....	26
22. POST QUALIFICATION .....	26
<b>SECTION - III: BIDDING DATA SHEET .....</b>	<b>32</b>
<b>SECTION - IV: BID FORM &amp; SCHEDULES.....</b>	<b>40</b>

SCHEDULE A .....	41
SCHEDULE B .....	42
SCHEDULE C .....	42
SCHEDULE D .....	44
SCHEDULE E .....	45
SCHEDULE F .....	48
SCHEDULE G .....	50
SCHEDULE H .....	52
SCHEDULE I .....	54
SCHEDULE J .....	56
SCHEDULE K .....	58
SCHEDULE L .....	60
<hr/>	
<b>PART- II – DAFT AGREEMENT .....</b>	<b>61</b>
<hr/>	
<b>PART- III- TERMS OF REFERENCE &amp; TECHNICAL SPECIFICATIONS .....</b>	<b>62</b>
<hr/>	
ABOUT PAKISTAN RAILWAY CLUB KARACHI.....	62
DEVELOPMENT ENVISAGED (“THE PROJECT”) .....	63
COMMERCIAL CONSIDERATION .....	65
LEASE TERM.....	65
SITE VISIT .....	65
<hr/>	
<b>PART- IV- FINANCIAL PROPOSAL .....</b>	<b>66</b>
<hr/>	
LETTER OF FINANCIAL PROPOSAL .....	66
FORM OF FINANCIAL PROPOSAL .....	68

## IMPORTANT NOTICE

These Bidding Documents are being issued to the interested Bidders by the Procuring Entity solely for use in preparing and submitting their Bid for participation in the competitive bidding process being conducted by the Procuring Entity for the purposes of selection of a Successful Bidder to perform the Services in relation to the “leasing of Pakistan Railway Club, Mcneil Road Karachi for improvement, management & operations” (herein referred to as the “Project.”)

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

Any Bid that is submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid in response to these Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of these Bidding Documents and all information provided by Procuring Entity. The Procuring Entity (including its employees, personnel, agents, consultants, advisors and contractors etc.) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and / or completeness of any assessment, assumptions, statement or information provided by it and the Bidder shall have no claim whatsoever of any nature against the Procuring Entity (including its employees, personnel, agents, consultants, advisors and contractors etc.) in this regard.

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

**PART – I****SECTION - I: LETTER OF INVITATION TO BID**

To,

M/s. \_\_\_\_\_  
\_\_\_\_\_

Dear Mr./Ms.

Pakistan Railways invites sealed bids from interested Firms/ Group/Companies/Operators (as single entity or JV) for “leasing of Pakistan Railway Club, Mcneil Road Karachi for improvement, management & operations” under Public Procurement Rules, 2004 (the Rules).

1. The bidding process is open to all parties who meet the eligibility criteria as laid down in the Bidding Document.
2. Bidding documents will be issued to interested Bidder upon submission of application on original letterhead along with tender processing fee (non-refundable) amounting to PKR 10,000/- in cash.
3. Details of the services are provided in the Agreement (**Part II**) and the Terms of Reference & Technical Specifications (**Part III**).
4. Open competitive bidding will be conducted and the Lessee will be selected using **Single Stage Two Envelope (SSTE)** procedures, in accordance with the Rule 36(b) of PPRA Rules.
5. It is mandatory for proposals to be made using the standard forms provided in the Bidding Documents. If any information required in the forms is missing, or is not written in the indicated location, no credit will be given during evaluation for such omission.
6. Pre-bid meeting will be held to explain the details of the Bidding Document to interested bidders as per following details:

Meeting Details	Pre-bid Meeting
Date	<b>15<sup>th</sup> May, 2023</b>
Time	<b>11:00 Hrs. PKT (Pakistan Standard Time)</b>
Venue	<b>Pakistan Railways Divisional Superintendent Office, Karachi</b>
Phone #	<b>021-99213500, 021-99213412</b>
Email #	<b><a href="mailto:dskarachi@yahoo.com">dskarachi@yahoo.com</a></b>

7.1 (one) original and 3 (three) copies along with 1 (one) soft copy in CD/DVD/USB of “**Technical Proposal**” and 1 (one) original of “**Financial Proposal**” in the prescribed forms given in the Bidding Documents, separately sealed, signed & stamped as per Clause 15 of the BDS, must be delivered to the address given below by not later than 30<sup>th</sup> April, **2023 15:00 Hrs. PKT (Pakistan Standard Time)**.

**OPENING OF BIDS: 30<sup>th</sup> May, 2023 at 15:30 Hrs. PKT (Pakistan Standard Time)**

**ADDRESS: Divisional Superintendent Office, Karachi**

**PHONE # 021-99213500**

**EMAIL # dskarachi@yahoo.com**

8. The Technical Proposal will be opened on the same day in the presence of the representatives of the Bidders who may wish to attend. The Financial Proposal of only technically responsive Bidders will be opened at a time and date to be specified.
9. The Procuring Entity may reject all proposals at any time prior to the acceptance of a proposal as per Rule 33 of the PPRA Rules.
10. Bidding documents can be downloaded from Pakistan Railways website ([www.pakrail.gov.pk](http://www.pakrail.gov.pk)) or PPRA ([www.ppra.org.pk](http://www.ppra.org.pk)). Bidding Documents available on websites are for information purposes, however, for submitting Bids the interested firms/companies can obtain any information and purchase Bidding Documents from Divisional Superintendent Office, Pakistan Railways, Karachi upon cash payment of PKR 10,000 (non-refundable).

**YOURS SINCERELY,**

**DIVISIONAL SUPERINTENDENT  
PAKISTAN RAILWAYS  
KARACHI  
Ph# +92-21-99213500, 021-99213412**

## SECTION - II: INSTRUCTIONS TO BIDDERS

### A: DEFINITIONS

- (a) **“Agreement”** means the Agreement for “leasing of Pakistan Railway Club, Mcneil Road Karachi for improvement, management & operations” to be executed by and between the Procuring Entity and the Successful Bidder annexed as Part II of the Bidding Document.
- (b) **“Bid(s)”** means documents required to be submitted in response to the Invitation to Bid and ITB.
- (c) **“Bidding Data Sheet” or “BDS”**, means Section III of the Bidding Documents.
- (d) **“Bidder(s)”** means any reputable & registered firm/ Group/Company/Operator (as a single entity or JV) who meets the eligibility requirements as set out in the Bidding Document.
- (e) **“Bid Prices”** means the prices included in the Schedule of Prices, as specified in Clause 19 of the ITB.
- (f) **“Bid Security”** means the bid security to be given by the Bidders, as detailed in Clause 13 of the ITB.
- (g) **“Bid Submission Deadline”** has the meaning given in the BDS.
- (h) **“Bidding Documents”** means the documents prepared by the Procuring Entity for the selection of the Bidder dated April, 2023 and bearing reference number **No. 473-W/510/KYC/P&L/2021**
- (i) **“Lessee”** means the successful Bidder with whom the Procuring Entity would sign the Agreement.
- (j) **“Day”** means working day.
- (k) **“Evaluation Committee”** means the evaluation committee set up under Sub-Clause 16.1 of the ITB in order to evaluate the technical and financial proposals of the Bidders.
- (l) **“GOP”** means the Government of Pakistan.
- (m) **“Hospitality Industry”** includes hotels, resorts, health clubs, restaurants, and services of similar nature.
- (mm) **“Health Club business”** means the management and operations of the Health Club along with all the allied facilities.
- (n) **“Instructions to Bidders” or “ITB”** means the instructions to bidders provided in Section II of Part I of the Bidding Documents.
- (o) **“Invitation to Bid”** means the letter included in the Section I of Part I of the bidding documents, released/published by the Procuring Entity.
- (p) **“Joint Venture” or “JV”** means an association, with or without a legal personality distinct from that of its members, of more than one Bidder(s), registered in Pakistan

or if not already registered, gets registered as SPV in Pakistan within three (3) months from the date of issuance of Letter of Acceptance by the Procuring Entity. One member of the JV shall have the authority to conduct all business for and on behalf of any and all the members of the JV, and the members of the JV shall be jointly and severally liable to the Procuring Entity for the performance of their obligations under the Agreement.

- (q) **“Lead Partner”** means the lead partner of a JV, as described in Sub-Clause 2.3 of the ITB.
- (r) **“Letter of Acceptance”** means the notification of award as specified in Clause 24 of the ITB.
- (s) **“Net Worth”** means the total net assets (total assets minus total liabilities) as stated in the audited financial statements of the Bidder.
- (t) **“Parties”** means the Procuring Entity and the Lessee or Bidder, as the case may be.
- (u) **“Group”** means a holding company and its subsidiaries registered with the commission under Regulation 4 of Group Companies Registration Regulations, 2008 of Security & Exchange Commission of Pakistan Notification dated 31.12.2008.
- (v) **“Performance Security”** means the performance security to be submitted by the successful Bidder as detailed in Clause 25 of the ITB.
- (w) **“Procuring Entity”** means the Pakistan Railways, with which the **Successful Bidder** will sign the Agreement for the Services.
- (x) **“Project”** means the lease of the Club by the Procuring Entity to the **Successful Bidder**.
- (y) **“Proposal”** means the Technical Proposal and/or the Financial Proposal, as the case may be.
- (z) **“Rules”** means the Public Procurement Rules, 2004, amended up to date
- (aa) **“Service(s)”** means the services to be performed by the Lessee pursuant to the Agreement and the Technical Specifications.
- (bb) **“Sub-Contractor(s)”** means any person(s) or entity(ies) to whom the Bidder would sub-contract part of the Services in accordance with the requirements of the Agreement and the Technical Specifications.
- (cc) **“Technical Proposal”** and **“Financial Proposal”** means the technical proposal and financial proposal as specified in Clause 9.1 of the ITB.
- (dd) **“Technical Specifications”** mean the terms of reference and technical specifications contained in the Part III of the Bidding Document.
- (ee) **“The Club”** means **Pakistan Railways Health Club comprising of all the facilities and other ancillary activities i.e. 2 marques & 10 Rooms to be established in Bungalow No. 103 & 101, 5 Rooms of Bungalow No. 100, 5 Rooms of Guest House and buildings comprising of restaurant, swimming pool, gymnasium & leisure facilities and other supporting functions.**

**B. INTRODUCTION**

- 1. Scope of Bid**      **1.1**      The Procuring Entity as defined in the BDS intends to receive Bids for the Project. Bidders shall be selected in accordance with the method of selection specified in the Bidding Documents. The Bidder must quote for the complete scope of Services. Any Bid covering partial scope of Services will be rejected as non-responsive.
- 2. Eligible Bidders**
- 2.1**      Bidding is open to all eligible bidders as defined in definitions and Bidding Data Sheet.
- 2.2**      All partners of any JV submitting a Bid shall at all times and under all circumstances be liable jointly and severally to the Procuring Entity for the execution of the entire Services and Agreement in accordance with the terms and conditions there-of, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.4 of the ITB below as well as in the Letter of Technical Proposal, Letter of Financial Proposal and Agreement (in case of a successful Bidder).
- 2.3**      One of the JV partners shall be nominated as being in-charge (the “Lead Partner”) and this authorization shall be evidenced by submitting a power of attorney, duly executed in accordance with Pakistan law requirements, signed by legally authorized signatories of all the JV partners. The Power of Attorney shall be notarized by local notary public. The format of the required Power of Attorney is appended hereto as Schedule J.
- 2.4**      The Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV.
- 2.5**      A certified true copy of the duly executed and binding agreement entered into by the JV partners shall be submitted with the Bid stating the conditions under which the JV will function, its period of duration, the persons authorized to represent the JV and the identity of the persons which shall be directly responsible for due performance of the Services under the Agreement the proportionate participation of the several firms forming the JV, and any other information necessary to permit a full appraisal of the functioning of the JV. No amendments / modifications whatsoever in the JV agreement (Schedule L) shall be agreed to between the JV partners without prior written consent of the Procuring Entity.

- 2.6 A Bidder shall not have any conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if *inter alia*,
- a. they have controlling shareholders in common; or
  - b. they receive or have received any direct or indirect subsidy from any of them; or
  - c. they have the same legal representative for purposes of this bid; or
  - d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
  - e. Bidder or any affiliated entity, participated as a consultant in the preparation of the design or Technical Specifications that are the subject of the Bid, the list of circumstances provided above, which may constitute a conflict of interest, is not exhaustive, and the Procuring Entity shall be the sole determinant of when a conflict of interest shall arise.
- 2.7 A firm may not, in the sole determination of the Procuring Entity, be eligible to participate in Bids for the Project while under sanction (including but not limited to blacklisting) by the GoP or provincial government. A Bid from a sanctioned firm will be rejected.
- 2.8 One Bidder shall submit only one Bid and if one Bidder submits more than one bid the Procuring Entity shall reject all such Bids.
- 3. Eligible Services**
- 3.1 Services to be supplied by the Lessee under the Agreement shall have their origin in eligible countries as per the laws of Pakistan.
- 3.2 For purpose of this Clause, “origin” means the place from which and where the Services are supplied.
- 4. Cost of Bidding**
- 4.1 The Bidders shall bear all costs associated with the preparation and submission of their respective Bids and the Procuring Entity shall in no case be liable for such costs, regardless of the conduct or outcome of the bidding process.

## C: PREPARATION OF BIDS

### 5. Contents of Bidding Documents

- 5.1 In addition to the Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any schedules or addenda issued in accordance with Sub-Clause 7.1 of the ITB.
- a. **Part I:** Instructions to Bidders & Bidding Data Sheet Schedules to Bid comprising the following:
    - i) Schedule A: Specific Services Data
    - ii) Schedule B: Services to be Performed by Sub-Contractors
    - iii) Schedule C: Proposed Programme of Services
    - iv) Schedule D: Method of Performing Services
    - v) Schedule E: CVs of Proposed staff
    - vi) Schedule F: Integrity Pact
    - vii) Schedule G: Letter of Technical Proposal
    - viii) Schedule H: Form of Bid Security
    - ix) Schedule I: Form of Power of Attorney for purposes of Clause 14.6 of the ITB
    - x) Schedule J: Form of Power of Attorney for purposes of Clause 2.3 of the ITB (required if Bidder is a JV)
    - xi) Schedule K: Checklist
  - b. **Part II:** Agreement
  - c. **Part III:** Terms of Reference for the Bidders and Technical Specifications of the Project
  - d. **Part IV:** Financial Proposal – Letter and Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.
- 5.3 The Bidders shall obtain the Bidding Documents directly from the Procuring Entity in the manner specified in the advertisement. Bidding Documents obtained from any other source shall not be valid.

**6. Clarification of Bidding Documents**

- 6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may make a request for clarification from the Procuring Entity in writing on the letterhead of the Bidder, and such request for clarification shall be sent to the Procuring Entity's address indicated in the BDS.
- 6.2 The Procuring Entity shall only consider a request for clarification received at least 5 (five) days prior to the deadline for the submission of Bids. Clarification requests received after this time shall not be entertained. The Procuring Entity shall respond to any request for clarification received within the stipulated time before two (2) working days prior to the deadline for the submission of Bids. Copies of the Procuring Entity's response shall be forwarded to all prospective Bidders who have received the Bidding Documents, including a description of the enquiry but without identifying its source.
- 6.3 The Bidder or its designated, authorized representative may attend a pre-bid meeting, on the date, time and venue indicated in the Invitation to Bid. The purpose of such meeting shall be to clarify issues and to answer questions on any matter that may be raised.
- 6.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meetings, shall be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with the Invitation to Bid. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the procedure prescribed in Clause 7 below of the ITB.
- 6.5 The Procuring Entity shall not be bound by any verbal interpretation of the Bidding Documents, which may be made by the Procuring Entity or any of the Procuring Entity's representatives. Only interpretations made in writing by the Procuring Entity in accordance with the procedure sets forth in this Bidding Documents shall be binding.

**7. Amendment of Bidding Documents**

- 7.1 At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a

prospective Bidder, modify the Bidding Documents by issuing an addendum.

- 7.2 Any addendum issued pursuant to Sub-Clause 7.1 of the ITB shall be deemed to form part of the Bidding Documents, and shall be communicated in writing to all Bidders who have acquired the Bidding Documents within 2 (two) days of the Procuring Entity's approval of the addendum. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.
- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for submission of Bids.

#### **D. PREPARATION OF BIDS**

##### **8. Language of Bid & Notifications**

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in the English language. Any printed literature furnished by a Bidder may be written in another language, so long as the same is accompanied by an English translation. For purposes of interpretation of quotation Bid, the English translation shall govern.
- 8.2 The Procuring Entity may make announcements or issue notifications through registered mail, delivery by hand against signature, electronic mail or fax, provided that the electronic mail addresses and fax number are given on the forms submitted by the Bidder. Announcements and notifications made by the Procuring Entity to Bidders at the electronic mail or fax numbers provided by the Bidders shall be deemed to have been received by the Bidders on the date of such communication by the Procuring Entity.
- 8.3 [●] Not Used
- 8.4 For the correspondence sent to the Procuring Entity by Bidders through electronic mail or fax, the date of receipt shall be taken as the date of communication, provided that communication made through electronic mail or fax must be confirmed by the Procuring Entity on the same day. Notifications which are not confirmed by the Procuring Entity within 1 (one) working day shall be considered as not realized. In order to ensure the confirmation as realized, to the Bidders may make communication through registered mail. Notifications made

through electronic mail or fax will be documented in such a way to contain the date of notification and its content.

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

8.6 Notifications and announcements to a JV shall be made to the Lead Partner.

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

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

- (a) Letter of Technical Proposal
- (b) Specific Services Data
- (c) Services to be Performed by Sub-Contractors,
- (d) Proposed Programme of Services
- (e) Method of Performing Services
- (f) Curriculum Vitae of Proposed Professional Staff
- (g) Integrity Pact
- (h) Bid Security furnished on the Form of Bid Security in accordance with Clause 13 of the ITB.
- (i) Power of Attorney furnished in accordance with Sub-Clause 14.6 of the ITB.
- (j) Documentary evidence furnished in accordance with Clause 11 of the ITB
- (k) Documentary evidence furnished in accordance with Clause 12 of the ITB.

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

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

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

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

- 9.4 The Bidder shall furnish the Technical Proposal and a Financial Proposal as specified in Sub-Clause 9.1 of the ITB, including all particulars as specified in the Bidding Documents, in sufficient detail to demonstrate the adequacy of the Bidder to meet the requirements thereof. No amendments to the Technical Proposal or Financial Proposal may be made during the period of evaluation unless permitted by the Bidding Documents.
- 9.5 The Bidder shall give details as prescribed in Schedule B to Part I of the Bidding Documents of the Sub-Contractors to whom the Bidder intends to sub-contract a part of the Services.
- 10. Sufficiency of Bid**
- 10.1 Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid and of the fee entered in the Financial forms.
- 10.2 The Bidder is advised to obtain for itself at his/her own cost and responsibility all information that may be necessary for preparing the Bid and entering into an Agreement for execution of the Services.
- 11. Bidder's Eligibility and Qualification**
- 11.1 The Bidder must possess the capability and the experience as stipulated in Bidding Data Sheet and the qualification criteria stipulated in the Bidding Documents.
- 11.2 Pursuant to Clause 9 and Sub-Clause 11.1 of the ITB, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Services and the obligations under the Agreement.
- 11.3 The Procuring Entity shall determine, to its satisfaction, during the evaluation of the Technical Bid, whether a Bidder meets the eligibility and qualifying criteria specified in the BDS. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Financial Proposal. A negative determination shall result in the disqualification of the Bidder, in which event the Procuring Entity shall return the unopened Financial Proposal to such disqualified Bidder.
- 12. Documents Establishing Services' Conformity to Bidding Documents**
- 12.1 The documentary evidence of the Services' conformity to the Bidding Documents may be in the form of literature, maps and data and the Bidder shall furnish documentation as set out in Bidding Data Sheet.
- 12.2 The Bidder shall comply with the standards stipulated by the Procuring Entity in the Bidding Documents for the provision of the Services, including specifications as to human resources,

materials and equipment, and ensure that such standards are reflected in the submitted Technical Proposal.

- 13. Bid Security**
- 13.1** Each Bidder shall furnish, as part of its bid, a Bid Security equivalent to the amount stipulated in Bidding Data Sheet in the form of a Bank Guarantee issued by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan in favor of the Procuring Entity.
- 13.2** The Bid Security shall be submitted using the Form of Bid Security included as Schedule H. The Bid Security must include the complete name of the Bidder. The Bid Security shall be valid till the time that the successful Bidder issues the Performance Security to the Procuring Entity in accordance with the Agreement and the Bidding Documents. The Bidder shall extend the Bid Security if informed by the Procuring Entity in writing to do so.
- 13.3** Any Technical Bid not accompanied by a substantially compliant Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 13.4** The Bid Security of unsuccessful Bidders shall be returned upon award of the Agreement to the successful Bidder or on the expiry of validity of the Bid Security, whichever is earlier.
- 13.5** The Bid Security of the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security under Clause 25 of the ITB, has paid the upfront fee, and signed the Agreement, pursuant to Sub-Clauses 24.2 & 24.3 of the ITB.
- 13.6** The Bid Security may be forfeited under either of the following circumstances:
- (a) if a Bidder withdraws its Bid during the bid validity period (as specified in the BDS); or
  - (b) if a Bidder does not accept the correction of his Bid Price,
  - (c) in the case of a successful Bidder, if he fails to:
    - i. furnish the required Performance Security in accordance with Clause 25 of the ITB, or
    - ii. sign the Agreement, in accordance with Sub-Clauses 24.3 of the ITB
    - iii. Fulfill its obligations as specified on or prior to the signing date of the Agreement.

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

- 14.1** Bids shall remain valid for the bid validity period stipulated in the BDS. A bid valid for a shorter period shall be rejected by the Procuring Entity as un-responsive.
- 14.2** In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request the Bidder to extend the period of validity of their respective Bids. The request, and responses to the request, shall be in writing. A Bidder may refuse the request and withdraw the Bid without forfeiting the Bid Security. A Bidder granting the request for extension in the Bid validity period shall not be required or permitted to modify its Bid.
- 14.3** All Schedules to the Bid are to be properly filled, completed and signed.
- 14.4** No alteration is allowed in the Letter of Technical Proposal or Letter of Financial Proposal. In case of any alteration, the Bid shall be rejected by the Procuring Entity.
- 14.5** Each Bidder shall prepare the original and number of copies, as specified in the BDS, of the documents comprising the Bid as described in Clause 5 of the ITB and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, photocopies are also acceptable). The name and position held by each person signing the authorization must be written or typed below the signatures. The authorized person or persons shall be named by submitting a written Power of Attorney, notarized by local notary public (and in case of a Power of Attorney executed outside Pakistan, such Power of Attorney shall also be attested by the relevant Pakistan Embassy/Consulate, **however bidders are allowed to submit Power of Attorney attested by relevant Embassy/Consulate of Pakistan within 90 days after the date of opening of bids**) be written authorizing him to sign the Bidding Documents and to act on behalf of the Bidder. All pages of the Bidding Documents shall be initialed by the authorized person or persons along with the affixed official seal. The format of the required Power of Attorney is appended hereto as Schedule I.

- 14.7** The Bid shall be delivered in person or sent by registered mail at the address as given in the BDS.
- 14.8** Any interlineations, erasures, or overwriting in the Bid shall only be valid if such interlineations, erasures or overwriting are signed or initialed by the person signing the Bid.

#### **E. SUBMISSION OF BIDS**

- 15. Deadline for Submission, Sealing, Modification, Substitution & Withdrawal of Bids**
- 15.1** Sealed Bids must be received by the Procuring Entity at the address provided in BDS not later than the Bid Submission Deadline. The Bids shall be sealed in the manner specified in the Bidding Data Sheet.
- 15.2** Bidders shall submit their Bids by mail or by hand. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3** Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be returned unopened to such Bidder.
- 15.4** Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to Bid Submission Deadline.
- 15.5** Withdrawal of a Bid during the interval between the Bid Submission Deadline and the expiration of bid validity period (specified in the BDS) may result in forfeiture of the Bid Security pursuant to sub-clause 25.3 of the ITB.
- 15.6** In case any envelope is not sealed or marked as required in the Bidding Documents, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Bid.
- 15.7** The Procuring Entity may, at its discretion, extend the Bid Submission Deadline, by amending the Bidding Documents under the terms there-of, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 15.8** The Procuring Entity shall not consider any Bid that arrives after the Bid Submission Deadline. Any Bid received by the Procuring Entity after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.

**F. BID OPENING  
AND  
EVALUATION****16. Bid Opening**

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

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

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

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

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

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

**16.4** Not Used

**16.5** The Procuring Entity shall prepare a record of the opening of Technical Proposals that shall include, at a minimum, the name of the Bidder and whether there is a withdrawal,

- substitution or modification, and the presence or absence of Bid Security, The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder's or a representative's signature shall not invalidate the contents and effects of the record.
- 16.6** At the end of the evaluation of the Technical Proposals, the Procuring Entity shall invite Bidders who have been determined to have submitted substantially technically responsive Bids, and have been determined as being qualified for award to attend the opening of the Financial Proposals. The date, time and location of the opening of Financial Proposals shall be advised in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of the Financial Proposals.
- 16.7** The Procuring Entity shall notify Bidders in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive to the requirements of the Bidding Documents.
- 16.8** A committee consisting of members nominated by the Procuring Entity shall open the Financial Proposals in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated under Sub-Clause 16.6 of the ITB above.
- 16.9** All envelopes containing Financial Proposals shall be opened one at a time and the name of the Bidder, whether there is a modification, withdrawal or substitution, Bid Prices, including any discounts, details of the Bid Security and any other details the Procuring Entity may consider appropriate, shall be read out. Only Financial Proposals read out and recorded during the opening of the Financial Proposals shall be considered for evaluation.
- 16.10** The Procuring Entity shall prepare a record of the opening of Financial Proposals that shall include, at a minimum, the name of the Technically Qualified Bidder. The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder or a representative's signature shall not invalidate the contents and effects of the record.

- 17. Clarification of Bids**
- 17.1** To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- Any clarification submitted by the Bidder that is not in response to a request of the Procuring Entity shall not be considered. The request for clarification and the response shall be in writing.
- A failure to provide clarification as requested by the Procuring Entity may result in the rejection of the Bid.
- 18. Preliminary Examination & Determination of Responsiveness of Bids**
- 18.1** Prior to detailed evaluation pursuant to Clause 20 of the ITB, the evaluation committee will determine the responsiveness of the Technical Proposals in the following manner:
- (a) the Committee will examine each Technical Proposal to determine whether:
    - (i) The Technical Proposal is complete and does not deviate from the scope;
    - (ii) The completion period offered is within specified limits;
    - (iii) The Bidder meets the desired eligibility criteria including the requisite experience;
    - (iv) The Technical Proposal does not deviate from basic technical requirements;
    - (v) The Technical Proposal is generally in order;
    - (vi) The required sureties have been furnished;
    - (vii) The required documents have been submitted; and
    - (viii) The required documents have been properly signed, where applicable.
  - (b) the Bid shall not to be considered, if:
    - (i) It is unsigned;
    - (ii) Its validity is less than specified bid validity period (as specified in the BDS);

- (iii) It is submitted for incomplete scope of work;
- (iv) It indicates completion period later than specified in the Bidding Documents;
- (v) It indicates alteration in Letter of Technical Proposal
- (vi) The Bidder refuses to accept arithmetic correction;
- (vii) It is materially and substantially different from the Conditions/Specifications of the Bidding Documents; and
- (viii) Submission of Conditional Bid.

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

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

## **19. Bid Price**

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

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

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

**20.2** The Technical Proposal submitted by the Bidder shall be examined in detail whether the Services offered by the Bidder comply with the evaluation criteria of the Bidding Documents, including the BDS. For this purpose, all personnel capabilities, equipment, materials and services standards offered by the Bidder shall be reviewed for which the Bidder's data submitted

with the Bid under Schedule A to Bid (Specific Services Data) shall be compared with the technical features/criteria prescribed by the Procuring Entity in the Technical Specifications. Other technical information submitted with the Bid regarding the scope of Services will also be reviewed including importations required, if any.

- 20.3** Bidders obtaining minimum qualifying marks, as specified in the Bidding data Sheet, shall be declared technically qualified. Financial proposals of technically qualified Bidders shall be opened while Procuring Entity shall return the unopened Financial Proposal to the disqualified Bidders.
- 20.4** [●] Not Used
- 20.5** To evaluate a Financial Proposal, the Procuring Entity shall consider the following:
- a. The quoted upfront fee.
  - b. The quoted annual rental.
  - c. Annual quoted rentals for the first year will be discounted to reach at Present Value as explained in Bidding Data Sheet. Quoted upfront fee and present value of quoted annual rentals will be summed up and compared to determine the highest quoted amount among the bidders.
- 20.6** The Procuring Entity shall compare all Bids of technically qualified bidders to determine the highest bid in accordance with Sub-Clause 20.5 of the ITB.
- 20.7** If the Bid which results in the highest Bid is unbalanced or unrealistic in the sole determination of the Procuring Entity, the Procuring Entity may reject the Bid without justifying the reasons.
- 20.8** The Evaluation Committee's determination of Financial Proposal's responsiveness shall be based on the contents of the Financial Proposal itself without recourse to irrelevant evidence.
- 20.9** A Financial Proposal determined as substantially non-responsive shall be rejected and shall not subsequently be made responsive by the Bidder by correction. Any minor informality or non-conformity or irregularity in a Financial Proposal which does not constitute a material

deviation may be waived by Procuring Entity, in its sole discretion, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

## **21. Confidentiality**

**21.1** The Procuring Entity shall keep all information regarding the technical or final evaluation confidential, as the case may be, until the time of the announcement of the respective evaluation reports in accordance with the Rules.

No Bidder shall contact Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Procuring Entity. The evaluation result shall be announced at least fifteen (15) Days prior to award of Agreement. The announcement to all Bidders shall include table(s) comprising read out Bid Price, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated.

**21.2** Any effort by a Bidder to influence Procuring Entity in the Bid evaluation, Bid comparison or decision to award the Agreement may result in the rejection of his Bid.

## **21a. Grievance Redressal Mechanism**

**21a.1** Whereas, any Bidder feeling aggrieved may lodge a written complaint within 7 (seven) days of announcement of the technical evaluation report and 5 (five) days after issuance of final evaluation report.

**21a.2** The Procuring Entity shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of Bidders that may occur prior to the entry into force of the procurement contract.

**21a.3** Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) well before the proposal submission deadline.

**21a.4** In case, the complaint is filed against the technical evaluation report, the Grievance Redressal Committee

constituted by Procuring Entity shall suspend the procurement proceedings.

In case, the complaint is filed after the issuance of the final evaluation report, the Bidder/complainant cannot raise any objection on technical evaluation of the report.

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

## G. AWARD OF AGREEMENT

- 22. Post Qualification**
- 22.1** The Procuring Entity, at any stage of the Bid evaluation, having credible reasons for or *prima facie* evidence of any defect in a Bidder's capacities, may require the Bidder to provide information concerning its professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- Provided that such qualification shall only be laid down after recording reasons in writing. The recorded reasons shall form part of the records of that Bid evaluation report.
- 22.2** The evaluation shall take into account the Bidder's financial and technical capabilities. The evaluation shall be based upon an examination of the documentary evidence of the Bidders' qualifications submitted under Clause 11 of the ITB, as well as such other information required in the Bidding Documents
- 23. Award Criteria & Procuring Entity's Right**
- 23.1** Subject to Sub-Clause 23.2 of the ITB, the Procuring Entity shall award the Agreement to the technically qualified Bidder who has offered the highest Bid Price, provided that such Bidder has been determined to be qualified to satisfactorily perform the Agreement in accordance with the provisions of Clause 22 of the ITB.
- 23.2** Notwithstanding Sub-Clause 23.1 of the ITB, the Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of the Agreement, without thereby incurring any liability to the affected

Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Entity 's action except that the grounds for the Procuring Entity's rejection of all Bids shall, upon request, be communicated to any Bidder who submitted a Bid, without justification of the grounds. Notice of the rejection of all the Bids shall be given promptly to all the Bidders.

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

- 24.1** Prior to expiration of the bid validity period (as specified in the BDS), the Procuring Entity shall notify the successful Bidder in writing ("Letter of Acceptance") that its Bid has been accepted.
- 24.2** The Bidder shall furnish the Performance Security as per Clause 25.1 of ITB.
- 24.3** The formal agreement between the Procuring Entity and the successful Bidder shall be executed within fifteen (15) days, or extended time period, of fulfillment of conditions precedent to the agreement.
- 24.4** Until the Agreement is formally executed, the Letter of Acceptance, duly accepted by the Bidder, shall constitute a binding Agreement. Nothing in this Clause shall restrict or nullify the obligation of the Bidder to sign the Agreement.
- 24.5** In case where the successful Bidder, who is most advantageous (highest ranked) Bidder, escapes or withdraws from the procurement process or fails to meet the requirements for award as mentioned in the Letter of Acceptance, then the Procuring Entity shall consider the second highest ranked Bidder for award of contract after forfeiting the Bid Security of the highest ranked Bidder.

Provided that:

- The prices of the other (i.e., 2nd most advantageous) Bidder are not abnormally deviating from the estimates or market prices (analyzed by the Procuring Entity) as per the practices of the particular business or trade, and Procuring Entity after making an analysis of combination of all other related aspects, is of the

view that the object of procurement may bring Value for Money;

- There are no indications of collusive practices between the most advantageous or (highest evaluated bidder) and other bidder(s) and in such case the process of debarment of the bidders is initiated in accordance with mechanism defined in the Rules; and/or
- There are no irregularities in the procurement process leading towards misprocurement.

**25. Performance Security** 25.1 The successful Bidder shall furnish Performance Security to the Procuring Entity as per instructions laid down in the BDS and in the form stipulated in the Agreement.

25.2 The Performance Security shall be in the form of a bank guarantee issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Procuring Entity which shall remain valid till six (6) months from the Expiry Date of the Lease Term; in favor of the Procuring Entity.

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

**26. Fraud and Corruption**

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

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

- (a) "corrupt and fraudulent practice" means the offering, giving, receiving of soliciting of anything of value to influence the action of a public official or the Lessee in the procurement process or in contract execution to the detriment of the Procuring Entity;

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

- (b) "coercive practice" means impairing or harming, threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (c) "collusive practice" means, the arrangement between two or more parties to the procurement process or contract execution, designed to establish, with or without the knowledge of the Procuring Entity, prices at artificial, noncompetitive levels for any wrongful gain.
- (d) "obstructive practice" by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice;
- (e) "integrity violation" means any act which violates Anticorruption Policy including corrupt and fraudulent practice, coercive practice, collusive practice and/or obstructive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation into any of the foregoing or from pursuing an investigation or acts intended to materially impede the exercise of inspection and audit rights.

- 26.3** The Procuring Entity may reject a Bid if it determines that the Bidder, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.4** The Procuring Entity may cancel the Agreement on a determination at any time that the Bidder engaged in any way in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.
- 26.5** If at any time the Procuring Entity determines that the Bidder has, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice, obstructive practices and/or any integrity violation in competing for or in executing, a GoP or Provincial Government (PG) or any other government contract, the Procuring Entity may take any act to sanction a Bidder as permitted by the applicable laws, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, from the award of any contract by the Procuring Entity and recommending to the GoP and provincial government that the Bidder be disqualified from participation and award of any project or contract to be awarded by the GoP or provincial government, as the case may be.
- 26.6** The Procuring Entity shall have the right to inspect accounts and records and other documents relating to the Bid submission and the performance of the Services and the Agreement, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Bidders shall assist the Procuring Entity upon any request to inspect accounts and records and shall timely provide requested information to the Procuring Entity.

## **27. Eligible Countries**

- 27.1** A Bidder, Sub-Operators and all JV Members (in case of JV) constituting the Bidder, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has commercial/trade relations and those who are not

subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws). A Bidder shall be deemed to have the nationality of a country if the Bidder or any JV Member (in case of JV) is a national of that country; or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country. The above requirement shall apply to the determination of the nationality of Bidders.

### SECTION - III: BIDDING DATA SHEET

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

<b>A. General</b>													
<b>ITB 1.1</b>	Procuring Entity: Pakistan Railways												
<b>ITB 1.1</b>	Name of Project “leasing of Pakistan Railway Club, Mcneil Road Karachi for improvement, management & operations”												
<b>ITB 1.1</b>	The procurement shall be made under the Rules “Single Stage Two Envelope (SSTE) method”.												
<b>ITB 6.3</b>	<p>Pre-bid meeting will be held to explain the details of the Bidding Document to interested bidders as per following details:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Meeting Details</th> <th style="text-align: center;">Pre-bid Meeting</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Date</td> <td style="text-align: center;"><b>15<sup>th</sup> May, 2023</b></td> </tr> <tr> <td style="text-align: center;">Time</td> <td style="text-align: center;"><b>11:00 Hrs. PKT (Pakistan Standard Time)</b></td> </tr> <tr> <td style="text-align: center;">Venue</td> <td style="text-align: center;"><b>Divisional Superintendent Office, Karachi</b></td> </tr> <tr> <td style="text-align: center;">Phone #</td> <td style="text-align: center;"><b>021-99213500</b></td> </tr> <tr> <td style="text-align: center;">Email #</td> <td style="text-align: center;"><b>dskarachi@yahoo.com</b></td> </tr> </tbody> </table>	Meeting Details	Pre-bid Meeting	Date	<b>15<sup>th</sup> May, 2023</b>	Time	<b>11:00 Hrs. PKT (Pakistan Standard Time)</b>	Venue	<b>Divisional Superintendent Office, Karachi</b>	Phone #	<b>021-99213500</b>	Email #	<b>dskarachi@yahoo.com</b>
Meeting Details	Pre-bid Meeting												
Date	<b>15<sup>th</sup> May, 2023</b>												
Time	<b>11:00 Hrs. PKT (Pakistan Standard Time)</b>												
Venue	<b>Divisional Superintendent Office, Karachi</b>												
Phone #	<b>021-99213500</b>												
Email #	<b>dskarachi@yahoo.com</b>												
<b>ITB 13.1</b>	The Bid Security shall be furnished in the form of a bank guarantee from the scheduled bank as per State Bank of Pakistan requirements in favour of Financial Advisor and Chief Accounts Officer (FA&CAO), Pakistan Railways which shall be <b>Rs. 3,000,000 (Thirty Lac Rupees only)</b> . <b>Bid Security is to be enclosed with the Technical Proposal.</b>												
<b>ITB 15, 16 and 20</b>	<p>Bidder shall submit 1 (one) original and 3 (<u>three</u>) copies and one soft copy of “Technical Proposal” in CD/DVD/USB and 1 (one) original “Financial Proposal” on the prescribed forms.</p> <p>Single stage two envelopes bidding procedure shall be used for procurement of Services whereby the bids are to be evaluated on technical and financial grounds. The procedure for single stage two envelopes means:</p> <p>(i) the bid shall be a single package consisting of <b>two separate envelopes</b>, containing separately the Financial and the Technical Proposals. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Project. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the Project, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked “DO</p>												

	<p>NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE”.</p> <p>(ii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained un-opened in the custody of the Procuring Entity;</p> <p>(iii) the Procuring Entity shall evaluate the Technical Proposal in the manner prescribed in advance, without reference to the price and shall reject any Proposal which does not conform to the specified requirements;</p> <p>(iv) during the technical evaluation, no amendments in the Technical Proposal shall be permitted;</p> <p>(v) after the evaluation and approval of the Technical Proposals, the Procuring Entity shall open the Financial Proposals of the technically accepted bids, publicly, at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; and</p> <p>(vi) the financial bids of technically non-responsive bidders shall be returned un-opened to the respective bidders.</p>
<b>ITB 15</b>	<p>Proposals shall be delivered to:</p> <p>The Divisional Superintendent, Pakistan Railways, I.I. Chundrigarh Road, Karachi City.</p> <p>Proposals must be submitted not later than the following date and time:</p> <p>Deadline for submission of Bids: 15:00 Hrs. PKT (Pakistan Standard Time) on 30<sup>th</sup> May, 2023 (“Bid Submission Deadline”)</p>
<b>ITB 14.1</b>	<p><b>Bid Validity Period</b></p> <p>The bid should remain valid for 180 (one hundred and eighty) Days from the date of opening of Technical Bids (i.e., the Bid Submission Deadline).</p>
<b>ITB 16.1</b>	<p><b>Venue, Time and Date of Technical Proposal Opening</b></p> <p><b>Venue:</b> Divisional Superintendent, Pakistan Railways, I.I. Chundrigarh Road, Karachi City</p> <p><b>Date:</b> 30<sup>th</sup> May, 2023  <b>Time:</b> PKT (Pakistan Standard Time) 15:30 Hrs.</p> <p>The Financial Proposals of the technically responsive Bidder(s) will be opened at a date provided later on. The sealed Financial Proposals of technically non-responsive Bidders will be returned un-opened.</p>

<b>B. Preparation and Submission of Bids</b>	
<b>ITB 18 and 20</b>	<p style="text-align: center;"><b><u>QUALIFICATION REQUIREMENTS</u></b></p> <p><b>Eligibility Criteria</b></p> <p>A Bid received from a Bidder, shall only be considered for further evaluation if all the following components (and the relevant requirements of the Bidding Documents) are satisfied. The Bidder should fulfil each of the following requirements to be declared as eligible for technical evaluation:</p> <p><b>A. Constitutive Documents as Proof of Existence</b></p> <ul style="list-style-type: none"> <li>• Bidder must be a legal entity which includes a firm registered with Registrar of Firms or a Company registered with the Securities &amp; Exchange Commission of Pakistan (SECP).</li> </ul> <p>i. Bidder should provide a detailed description of its entity (in case of JV; for all members) including:</p> <ul style="list-style-type: none"> <li>• Legal Name;</li> <li>• Complete head office, contact information, including mailing address, telephone number and an e-mail address;</li> <li>• Incorporation details, including certification of incorporation/registration, memorandum and articles of association/partnership deed and amendments made therein till date of submission of bid.</li> <li>• In case of JV, a JV agreement duly executed by all partners of the JV should be provided along with the Technical Proposal (Schedule L).</li> <li>• Further, Successful Bidder whose JV is un-registered shall get the JV registered as Special Purpose Vehicle (SPV) containing all the partners of JV within three (3) months from the date of Letter of Acceptance. The SPV should include all JV members who have submitted the Bid. No change in the JV members shall be allowed without prior consent of the Procuring Entity.</li> </ul> <p><b>B. Registration with Tax Authorities</b></p> <p>i. The Bidder and in case of JV; all JV members; must possess a valid registration certificate from the Income Tax Authority (i.e., the NTN certificate) and relevant Sales Tax Authority, if applicable.</p> <p>ii. Bidders must be having Active taxpayer status.</p> <p><b>C. Non-Blacklisting, No Conflict of Interest &amp; Litigation History</b></p> <p>i. Each Bidder (in case of a JV, each JV Member) shall provide evidence in the form of an affidavit on legal paper (PKR 500/-) duly notarized by the notary public stating that Bidder/ JV partner:</p> <ul style="list-style-type: none"> <li>• is not in bankruptcy or liquidation proceedings;</li> <li>• is never blacklisted by any governmental or non-governmental department / agency;</li> <li>• is never convicted of, fraud, corruption, collusion or money laundering;</li> <li>• has not previously entered into any contract/agreement with Pakistan Railways which was terminated prior to completion period due to default;</li> <li>• is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its/his/her capability to comply with the obligations under the Agreement;</li> <li>• is legally and financially autonomous and operate under commercial law;</li> </ul>

	<ul style="list-style-type: none"> <li>• has no pending litigation that prevents or materially impedes in performing its obligations in respect of the Services and the Terms of the Agreement.  <i>*Bidder/JV Partners shall provide details of any ongoing litigation.</i></li> </ul> <p><b>D. Financial Soundness</b></p> <ul style="list-style-type: none"> <li>• Minimum net worth (average of immediately preceding five years) of the Bidder (Group/Firm /Company/JV) shall not be less than <b>five hundred (500) million Rupees</b> based on the audited financial statements of respective years to demonstrate the current financial soundness of the Bidder's financial position.</li> <li>• The Bidder (Group/Firm/ Company/JV) shall have minimum annual turnover (average of immediately preceding five years) of 250 million Rupees based on the audited financial statements of respective years.</li> <li>• In case of JV, average net worth and turnover as per the audited financial statements of JV will be considered for evaluation.</li> </ul> <p><b>E. Minimum Experience</b></p> <p>Bidder (Group/Firm/Company) must have minimum three (3) years of experience in Hospitality Industry and Health Club business (which includes services as mentioned in Section II(A) sub clause (m) and (mm) of the ITB). In case of Joint venture any one of the partner must have minimum three (03) years of experience in Health Club business and any one of the partner with minimum three (3) years of experience in Hospitality business.</p> <p><b><u>Evaluation and Comparison of Bids</u></b></p> <p>The financial bids of technically qualified Bidders shall be opened. To evaluate a Financial Proposal, the Procuring Entity shall consider the following:</p> <ol style="list-style-type: none"> <li>a. The quoted upfront fee.</li> <li>b. The quoted annual rental.</li> <li>c. Annual quoted rentals for the first year will be discounted to reach at Present Value as explained in Bidding Data Sheet. Quoted upfront fee and present value of quoted annual rentals will be summed up and compared to determine the highest quoted amount among the bidders</li> </ol> <p>The bidder offering highest quoted amount shall be declared as successful.</p> <p>Note: The above method adopted is only for the purpose of bids evaluation without incurring any liability on the Lessor.</p> <p><b>I Technical Evaluation</b></p> <ol style="list-style-type: none"> <li>(i) It will be examined in detail whether the Services offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, personnel capabilities and services standards offered by the Bidder will be reviewed for which the Bidder's data submitted with the Bid under Schedule A (Specific Services Data) to Bid will be compared with the technical features/criteria prescribed by the Procuring Entity in Technical Specifications. Other technical information submitted with the Bid regarding the scope of work will also be reviewed, if any.</li> </ol>
--	--

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

Sr. No.	Category	Total Marks
1.	Bidder Profile	10
2.	Relevant Experience	30
3.	Human Resource/Key Experts	15
4.	Approach, Methodology and Business Plan	15
5.	Financial Credibility	30
	<b>Total</b>	<b>100</b>

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

### 1. Bidder Profile

Profile of the bidder will be assessed on the basis of the following parameters:

Category	Max. Marks	Documents to be provided by the Bidder
<b>Having existence* as a registered legal entity since:</b>		
3 to 5 years	6	<i>Proof of registration with relevant authorities should be provided</i>
More than 5 years to 10 years	8	
More than 10 years	10	
<b>Total</b>	<b>10</b>	

### 2. Relevant Experience

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

Sr.	Category	Max. Marks	Documents to be provided by the Bidder
1	<b>Experience in Hospitality Industry and Health Club business based on "Annual Turnover (average of immediately preceding three years) of projects, executed/handled in last three years** (Max-15)</b>		
a.	Equal to or greater than PKR 250 million but less than PKR 300 million	8	<i>Audited financial statements of last 3 years should be submitted in English language</i>
b.	Equal to or greater than PKR 300 million but less than PKR 400 million	10	
c.	Equal to or greater than PKR 400 million but less than PKR 500 million	12	
d.	Equal to or greater than PKR 500 million	15	
	<b>Sub Total</b>	<b>15</b>	
2	<b>Experience in Hospitality industry which includes Marquees/Marriage Hall/Lawns and operation &amp; management of Guest House/Hotels/Motels etc separately and Health Club Business (Max. mark-15)</b>		
i	Experience in Hospitality industry (operation & management of marquees, marriage hall/lawn & restaurant) for at least 3 years	5	Project profile/service agreements should be provided to evaluate

ii	Experience in Hospitality industry (operation & management of guest house/hotels/motels etc) for at least 3 years	3	experience in English language
iii	Demonstrated experience in Operating/running & managing Health Club business for at least 3 years	7	
<b>Sub Total</b>		<b>15</b>	
<b>Total (1+2)</b>		<b>30</b>	

\* Includes Group/Firm/Company/at least one of the members in case of JV.

\*\* In case of the Bidder which has managed Hospitality Industry or **Health Club**, then turnover of such business shall be considered for evaluation.

### 3. Human Resource/Key Experts

The bidder must have the following staff as its key experts:

Sr.	Category	Total Marks	Documents to be provided by the Bidder
a.	<b>Health Club Expert</b> • Bachelor's degree in Sports Management or Management / Marketing /social science with at least 10 years of relevant experience	3.75	i. CVs of the proposed key experts should be provided on Schedule E of the Bidding Document.
b.	<b>Hospitality Expert</b> • Bachelor's degree in Hospitality/ Business/ Management/marketing/Social Sciences or any other relevant degree; with at least 10 years of relevant experience. Certification in hotel management will be preferred.	3.75	
c.	<b>Finance Expert</b> • Master's degree in Accountancy/ Finance/Business Management/ Commerce or certification including ACCA/CPA/CA from a reputable university/institute with at least 10 years of experience in relevant field.	3.75	iii. Proof of employment of Key Experts/ proof of commitment/experience letters of the Key Experts should be submitted by the bidders.
d.	<b>Construction &amp; Maintenance Expert</b> • BS/BSc (Civil) with at least 5 <b>years</b> of experience in infrastructure development.	3.75	
		<b>15</b>	

\* Bachelor degree means 16 years education.

### 4. Approach, Methodology and Business Plan

For evaluation of this aspect of the Bidder's Approach and Methodology to carry out the Project is further sub-divided as follows:

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

Sr. No	Description	Total Marks	Documents to be provided by the Bidder
1.	<b>Plan for Execution of Services</b> Quality of the execution plan will be assessed for the following: a. Understanding the Project (5%) b. Approach & Methodology (10%) c. Concept design of the Project (50%) d. Work plan for development activities (10%) e. Performance standards for the proposed Services of the Project development and management (15%) f. Identification of risk in project implementation and mitigation plan (5%) g. Organization & Staffing Plan (5%)	7.5	Schedule A, C & D of the Bidding Document
2.	<b>Quality of Business Plan</b> a. Sound basis of key commercial assumptions [50%] b. Reasonableness of estimated project costs for the land use proposed [25%]. c. Reasonableness of estimated revenue rates [25%].	7.5	Schedule D of the Bidding Document; Business Plan duly vetted by a qualified consultant
<b>Total</b>		<b>15</b>	

#### 5. Financial Credibility

<i>Sr. No.</i>	<i>Category</i>	<i>Max Marks</i>	<i>Documents to be provided by the Bidder</i>
1.	<b>Net Worth (average of immediately preceding 3 years of firm or JV) (Max. marks-15)</b>		
a.	Equal to PKR 500 million	08	Audited financial statements of last 5 years should be submitted in English language
b.	Greater than PKR 500 million but less than PKR 700 million	10	
c.	Equal to or greater than PKR 700 million but less than PKR 900 million	12	
d.	Equal to or greater than PKR 900 million but less than PKR 01 billion	14	
e.	Equal to or greater than PKR 01 billion	15	
	<b>Sub Total (1)</b>	<b>15</b>	
2.	<b>Overall Turnover / Revenue (average of immediately preceding 3 years of firm or lead partner in case of JV) (Max. marks-15)</b>		
a.	Greater than or equal to PKR 250 million and less than PKR 300 million	08	Audited financial statements of last 5 years should be submitted in English language
b.	Greater than or equal to PKR 300 million and less than PKR 500 million	10	
c.	Greater than or equal to PKR 500 million and less than PKR 750 million	12	
d.	Greater than or equal to PKR 750 million	15	
	<b>Subtotal (2)</b>	<b>15</b>	
	<b>Total (1+2)</b>	<b>30</b>	

	<p><b>Qualifying Marks:</b> <u>Minimum qualifying marks for each category is 50% and minimum total qualifying marks are 70%</u></p> <p><b><u>Bid Evaluation</u></b></p> <p>The financial bids of technically qualified Bidders shall be opened. To evaluate a Financial Proposal, the Procuring Entity shall consider the following:</p> <ol style="list-style-type: none"> <li>a. Annual quoted rentals for the first year shall be multiplied with 14 (factor based on discount rate of 15%) to reach at Present Value</li> <li>b. Quoted Upfront Fee (non-refundable) and present value of quoted Annual rental will be summed up and compared to determine the highest quoted amount among the bidders.”</li> <li>c. The bidder offering highest quoted amount shall be declared as successful.</li> </ol> <p><b>Note:</b> The above method adopted is only for the purpose of bids evaluation without incurring any liability on the Lessor.</p>
<b>ITB 19.1</b>	Bid shall be quoted entirely in Pak Rupees. The payment shall be made to Pakistan Railways in Pak Rupees.
<b>ITB 25.1</b>	The Bidder shall, within 4 weeks from date of issuance of Letter of Acceptance, submit Performance Security equal to the annual rentals quoted by the bidder.

## SECTION - IV: BID FORM & SCHEDULES

- Schedule A: Specific Services Data
- Schedule B: Services to be Performed by Sub-Contractors
- Schedule C: Proposed Programme of Services
- Schedule D: Method of Performing Services
- Schedule E: CVs of Proposed Professional Staff
- Schedule F: Integrity Pact
- Schedule G: Letter of Technical Proposal
- Schedule H: Form of Bid Security
- Schedule I: Form of Power of Attorney (For Submission of Bids)
- Schedule J: Form of Power of Attorney (In case of JV)
- Schedule K: Checklist
- Schedule L: Standard Form of JV Agreement

**SCHEDULE A**

**SPECIFIC SERVICES DATA**

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

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

## SCHEDULE B

### SERVICES TO BE PERFORMED BY SUB-CONTRACTORS

*The Bidder will undertake the whole of the Services, except the work listed below which he intends to subcontract in accordance with the terms and conditions of the Agreement and after approval of the Procuring Entity. The said list provided by the Bidders is tentative and is for the evaluation purposes only and will not be binding upon Procuring Entity nor have any financial implication*

<i>Items of services to be Sub-contracted</i>	<i>Name and address of Sub-contractors</i>

*Note:*

- 1. The Bidder may sub-contract with prior approval of Procuring Entity.*
- 2. The Bidder shall be permitted to nominate up to a maximum of 3 (three) Sub-Contractors against each item of the Services.*
- 3. The Bidder shall be responsible for all actions, performances, works or services carried out by the sub-contractor (s).*
- 4. Any liability arising out of the performance of the sub-contractor of any portion or part of the Services shall be deemed as liability of the Bidder.*

**SCHEDULE C**

**PROPOSED PROGRAMME OF SERVICES**

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

*Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he/ she proposes to complete the Services specified in the Technical Specifications and the Agreement. The programme should indicate the sequence of work items and the period of time during which he/she proposes to complete the Services including the activities such as performance of obligations under agreement.*

No	Activities	Years							TOTAL TIME
		1	2	3	4	5	6	7	
A-1									
A-2									
.									
.									
.									
.									
.									
.									
.									
.									
.									
A-n									

*Note: Additional sheets may be added. However, all additional sheets shall be signed and stamped by the Bidder.*

**SCHEDULE D**  
**METHOD OF PERFORMING SERVICES**

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

A description of the approach, methodology and business plan for performing the Services, as specified in Schedule A, including a detailed description of the proposed methodology and staffing for training, if the Technical Specifications specify training as a specific component of the Services.

{Suggested structure of your Technical Proposal (in FTP format):}

**A-** Plan for execution of services

- a) Technical Approach and Methodology
- b) Work Plan

**B-** Quality of Business Plan

**A - a) Technical Approach and Methodology.** {Please explain your understanding of the objectives of the Project as outlined in the Terms of Reference (TORs)/ Technical Specifications, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs/Technical Specifications in here.}

**A - b) Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the Project, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs/Technical Specifications and ability to translate them into a feasible working plan. Work plan should include at a minimum the following activities:

- a. Understanding the Project
- b. Approach & Methodology
- c. **Concept** design of the Project
- d. Work plan for development activities
- e. Performance standards for the proposed Services of the Project development and management
- f. Identification of risk in project implementation and mitigation plan
- g. Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff.} The Execution Schedule and human resource allocation including:

- Detailed Activity Schedule (Preferable if prepared in MS Project as Gantt Chart) including procurement and human resource allocation.
- Organizational structure at supervisory and arrangements to handle contractual obligations with Procuring Entity's representatives.
- Role and Responsibility of Project Team i.e. job descriptions of the Core team.
- Anticipated time required to arrange funding.
- Timing for the construction of marquees and rooms.
- Timetable within which Bidder would be able to close-out the Project.
- Transition plan.

**B- Quality of Business Plan**

The bidder shall submit a business plan comprising of Balance Sheet, Profit or Loss, Cash flow Statement, Project Cost, Sources of Project Funding, Project Investment Appraisal including NPV, IRR, Payback period etc. The business

- Sound basis of key commercial assumptions
- Reasonableness of estimated project costs for the land use proposed
- Reasonableness of estimated revenue rates

**SCHEDULE E****CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF**

1. **Proposed Position** [only one candidate shall be nominated for each position]: \_\_\_\_\_
2. **Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_
3. **Name of Staff** [Insert full name]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **CNIC No (if Pakistani):** \_\_\_\_\_ **or Passport No (if foreigner):** \_\_\_\_\_
6. **Education:**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** \_\_\_\_\_
8. **Other Training** [Indicate significant training since degrees under item 6 "Education" were obtained]:
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format below): dates of employment, name of employing organization, positions held.]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>


**11. Detailed Tasks Assigned as per Component of Evaluation**

*[List all tasks to be performed under this assignment with separate heading]*

**12. Work undertaken that best illustrates capability to handle the tasks assigned as per evaluation criteria**

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

- 1) Name of assignment or project: \_\_\_\_\_
- Year: .
- Location: \_\_\_\_\_
- Procuring Entity: \_\_\_\_\_
- Main project features: \_\_\_\_\_
- Positions held: \_\_\_\_\_
- Activities performed: \_\_\_\_\_

2)	Name of assignment or project: _____ Year: _____ Location: _____ Procuring Entity: _____ Main project features: _____ Positions held: _____ Activities performed: _____
3)	Name of assignment or project: _____ Year: _____ Location: _____ Procuring Entity: _____ Main project features: _____ Positions held: _____ Activities performed: _____
[Add the project details and continue numbering (4, 5, ...) as many times as is required]	

**13. Certification:**

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

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

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

**SCHEDULE F**

**INTEGRITY PACT**

**(On Stamp Paper of Rs. 1,000)<sup>1</sup>**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

[Name of Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the subject project with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall,

---

<sup>1</sup> To be attested by a notary public

without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

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

Name: .....

Designation: .....

Signature: .....

[Seal]

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

## SCHEDULE G

LETTER OF TECHNICAL PROPOSAL

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated **April, 2023** and issued by Pakistan Railways (the "Procuring Entity") (the "Bidding Documents").

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: \_\_\_\_\_ and \_\_\_\_\_] hereby declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including all addenda and schedules, issued in accordance with Instructions to Bidders (ITB);
- (b) We, including any sub-contractors or suppliers for any part of the Agreement, do not have any conflict of interest in accordance with Clause 2.6 of the ITB;
- (c) We are not participating as a Bidder in more than one bid as per the Bidding Documents;
- (d) Our firm, its affiliates or subsidiaries, including any sub-contractors or suppliers for any part of the Agreement, have not been declared ineligible by the Procuring Entity, the Government of Pakistan under the Procuring Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (e) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security amounting to PKR 3 Million drawn in your favor or made payable to you and valid for a period of 180 (one hundred and eighty) days. We confirm that the Bid Security has been issued and maintained in Pakistan Rupees by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan or a foreign bank outside Pakistan duly counter-guaranteed / confirmed by a scheduled bank (as per the State Bank of Pakistan requirements) in Pakistan;
- (f) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of 180 (one hundred and eighty) days from the date fixed for the Bid Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period (as such period may be extended in accordance with the Bidding Documents);

- (g) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (h) We have reviewed and accepted the form of the Agreement as attached in Part II of the Bidding Documents and undertake to execute the same within the period specified in the Bidding Documents; and
- (i) We hereby declare that all the information and statements made in this Bid are true and accurate, and we accept that any misrepresentation contained in our Bid may lead to our disqualification and forfeiture of the Bid Security.

Name of Bidder: \_\_\_\_\_

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

Contact #: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

[Seal]

## SCHEDULE H

### FORM OF BID SECURITY (Bank Guarantee)

Security Executed on \_\_\_\_\_  
(Date)

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

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees . \_\_\_\_\_ (Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

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

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

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

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Entity, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Entity after expiry of its validity or upon signing of the Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Entity pursuant to Clause 25.3 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Agreement with the said Procuring Entity in accordance with his Bid as accepted and furnish within fourteen (14) days from the date of issuance of the Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Entity for the faithful performance and proper fulfilment of the said Agreement or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

WITNESS:

1. \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_

Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Guarantor (Seal)

## SCHEDULE I

### FORM OF POWER OF ATTORNEY

#### **POWER OF ATTORNEY (For Submission of Bids) (On Stamp Paper of Rs. 1,000)<sup>2</sup>**

Know all men by these presents, We {name of the company/ entity and address of the registered office} intend to submit a bid for the “leasing of Pakistan Railway Club, Mcneil Road Karachi for improvement, management & operations” (the “**Bid**”) and do hereby appoint and authorize Mr./Mrs. {full name and residential address} (vide authorization by the board/approving body of the company/entity dated \_\_\_\_ ) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney (the “**Attorney**”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Pakistan Railways (the “Procuring Entity”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Entity in all matters in connection with our Bid.

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of: \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted by the Attorney:

(Signature)

(Name, Title and Address of the Attorney)

Date:

<sup>2</sup> To be attested by a notary public if executed in Pakistan. In addition, to be notarized by a notary public and attested by the relevant Pakistan Embassy/Consulate if executed outside Pakistan.

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

## SCHEDULE J

### FORM OF POWER OF ATTORNEY

#### POWER OF ATTORNEY (In case of JV) (On Stamp Paper of Rs. 1,000)<sup>3</sup>

Know all men by these presents, We: [(i) {name of the company/ entity and address of the registered office}; (ii) {name of the company/ entity and address of the registered office}; and (iii) {name of the company/ entity and address of the registered office}]<sup>4</sup> intend to submit a bid for the {assignment nature} as {legal status} \_\_\_\_\_ (the “**Bid**”) and do hereby appoint and authorize {name of the company/ entity and address of the registered office} as our attorney on behalf of the \_\_\_\_\_ (the “**Attorney**”), to do in the name of the \_\_\_\_\_ and on its behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **Pakistan Railways (the “Procurring Entity”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procurring Entity (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procurring Entity in all matters in connection with our Bid.

We hereby further authorize our Attorney to nominate and appoint a designated representative to undertake all the actions permitted by this Power of Attorney on our behalf.

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

[For and on behalf of: \_\_\_\_\_

(Signature)  
(Name, Designation and Address)

For and on behalf of: \_\_\_\_\_

(Signature)  
(Name, Designation and Address)

For and on behalf of: \_\_\_\_\_

<sup>3</sup> To be attested by a notary public

<sup>4</sup> Fill as appropriate with respect to the number of JV Partners.

(Signature)  
(Name, Designation and Address)]<sup>5</sup>

Accepted by the Attorney:

(Signature)  
(Name and Address of the Attorney)  
(Name and Designation of the signatory of the Attorney)

Date:

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

---

<sup>5</sup> Fill as appropriate with respect to the number of JV Partners.

## SCHEDULE K

### CHECKLIST

Reference	Bidding Document - Page Reference	Check	Page Ref.
ITB 15, 16 and 20	<i>Bid Submission</i>		
	One (1) original and Two (2) copies of Technical proposal along with one soft copy in CD/DVD/USB	<input type="checkbox"/>	
	One (1) original Financial Proposal separately sealed	<input type="checkbox"/>	
ITB 14.1	Bid Security enclosed with the Technical proposal	<input type="checkbox"/>	
	<i>Bid Validity</i>		
	One hundred and eighty (180) days from the date of opening of technical bids	<input type="checkbox"/>	
	<i>Constitutive Documents as Proof of Existence</i>		
	Detailed description of the entity (in case of JV; for all members) including:	<input type="checkbox"/>	
	• Legal Name;	<input type="checkbox"/>	
	• Complete head office, contact information, including mailing address, telephone number and an e-mail address;	<input type="checkbox"/>	
	• Certification of incorporation/ registration	<input type="checkbox"/>	
	• Memorandum of Association and Articles of Association/ Partnership Deed and amendments made therein till date of submission of bid.	<input type="checkbox"/>	
	• Foreign entities - Certified true copies of foreign constitutive documents. <i>(if applicable)</i>	<input type="checkbox"/>	
ITB 18 & 20 and Bidding Data Sheet	A JV agreement duly executed by all partners of the JV <i>(if applicable)</i> (Schedule L)	<input type="checkbox"/>	
	<i>Registration with Tax Authorities</i>		
	<b>Local Entities:</b> Valid NTN certificate, STRN or provincial sales tax registration certificate	<input type="checkbox"/>	
	<b>Foreign Entities:</b> Tax Certificate duly attested by Pakistani Consulate / Pakistan High Commission of respective country	<input type="checkbox"/>	
	Evidence of Active Taxpayer status	<input type="checkbox"/>	
	<i>Non-Blacklisting, No Conflict of Interest &amp; Litigation History</i>		
	Affidavit on legal paper of PKR 100 duly notarized by the notary public stating the matters stated in the BDS. <i>(each member shall submit affidavit in case of JV)</i>	<input type="checkbox"/>	
	Ongoing litigation details, if any, of Bidder/JV Partners	<input type="checkbox"/>	
	<i>Financial Soundness</i>		
	Audited financial statements of immediately preceding five (5) financial years of Bidders/all JV Partners	<input type="checkbox"/>	
	<i>Minimum Experience</i>		
	Hospitality project profile /service agreements to evidence minimum five (5) years of experience in Hospitality Industry <b>and Health Club</b> business or both	<input type="checkbox"/>	
<i>Human Resource/Key Experts</i>			
Proof of employment of Key Experts/ proof of commitment by the Key Experts	<input type="checkbox"/>		

Reference	Bidding Document - Page Reference	Check	Page Ref.
<b>Letter of Invitation</b>	Tender Processing fee (non-refundable) of PKR 10,000/-	<input type="checkbox"/>	
<b>Schedules &amp; Forms</b>			
<i>Schedule A</i>	<i>Specific Services Data</i>	<input type="checkbox"/>	
<i>Schedule B</i>	<i>Services to be Performed by Sub-Contractors</i>	<input type="checkbox"/>	
<i>Schedule C</i>	<i>Proposed Programme of Services</i>	<input type="checkbox"/>	
<i>Schedule D</i>	<i>Method of Performing Services (Approach, Methodology &amp; Business Plan duly vetted by a qualified consultant)</i>	<input type="checkbox"/>	
<i>Schedule E</i>	<i>CVs of Proposed Professional Staff along with proof of employment by Bidder/undertaking by Key expert to remain available for the Project</i>	<input type="checkbox"/>	
<i>Schedule F</i>	<i>Integrity Pact on legal paper (PKR 1,000)</i>	<input type="checkbox"/>	
<i>Schedule G</i>	<i>Letter of Technical Proposal</i>	<input type="checkbox"/>	
<i>Schedule H</i>	<i>Bid Security of PKR 3,000,000/-</i>	<input type="checkbox"/>	
<i>Schedule I</i>	<i>Power of Attorney on legal paper (PKR 1,000)</i>	<input type="checkbox"/>	
<i>Schedule J</i>	<i>Power of Attorney- JV on legal paper (PKR (1,000) (if applicable)</i>	<input type="checkbox"/>	
<i>Schedule L</i>	<i>JV Agreement duly executed by all partners of the JV (if applicable)</i>	<input type="checkbox"/>	
<b>PART-IV</b>	<i>Letter of Financial Proposal</i>	<input type="checkbox"/>	
<b>PART-IV</b>	<i>Form of Financial Proposal</i>	<input type="checkbox"/>	

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

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

SCHEDULE – L  
FORM OF JV AGREEMENT, IF APPLICABLE

**PART- II – DRAFT AGREEMENT**

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

*Disclaimer: All the information provided in this section relating to facilities, area, memberships, repairs and renovation and related details is based on facts as existed at the time of collecting such information. The successful Bidder is to survey and update such information at the time of signing of agreement.*

### About Pakistan Railways Club Karachi

Pakistan Railways Club, measuring 3.83 acre was lease out to M/S Shapes on 01-7-2001 for 20 years and further extendable for another term of 20 years on mutual consent but the same was not extended and remained on occupancy charges till 31-12-2022.

After the orders of Honorable Supreme Court of Pakistan dated 26.01.2023, Pakistan Railways decided to auction the Railway Club through sealed bidding to lease out its management, operation and further improvement in the Club premises by establishing 2 marquees and 10 additional rooms in Bungalow No. 101 and 103. 5 Nos. rooms of already constructed guest house and 5 rooms of Bungalow No. 100 will also be part of the club that will be commercially utilized by the successful bidder. Furthermore, the extension of existing restaurant in Club premises shall also be applicable for commercial purpose.

#### a) Location

The Club is spread over approximately 5.09 acres and situated at Mcneil Road, Karachi. Satellite image of the Club's location is given below:



The Club offers different services and facilities which include swimming pool, squash court, badminton court, restaurant, cheese room and gymnasium:

Description	Area (SFT)
Swimming Pool	2800
Squash Court	2744
Badminton Court	5600
Dressing Room	630
Cheese Room	1404
Canteen/Restaurant	350
5 already constructed rooms	4380
Bungalow No.100	12459
Bungalow No.101	19123
Bungalow No.103	23305

### Development Envisaged (“the Project”)

Pakistan Railways Club is currently under the operational management and control of M/s Shapes. Pakistan Railways (Lessor) intends to lease out the Club for a period of 5 years extendable for further 2 terms of same period, to run and improve its operations by providing other ancillary facilities. The main purpose of the Project is to manage the Club operations as per best practicing models and to deliver better service to members and to develop new commercial avenues for positive financial results which will not only increase the Club activity but will attract new members and target new business developments and opportunity.

The Successful Bidder shall be required to establish 2 marquees in Bungalow No. 101 and 103 for at least 400 persons each. He shall construct 10 guest rooms which also include one suite with allied facilities (having minimum standard of a 3-star hotel). In addition, the successful bidder/lessee shall also be allowed to commercially utilize already furnished 5 guest rooms of officer rest house and 5 rooms of Bungalow No. 100 as guest house. Bidder shall also be allowed to enhance the capacity of existing restaurant with the approval of CEO/Sr. General Manager, P.R, Hqrs: office, Lahore. Bidder shall be allowed to offer the facilities of the Guest Rooms and Restaurant to non-members as well on commercial basis.

In order to establish two marquees in Bungalow No.101 & 103, the successful bidder/lessee shall demolish the existing structure and boundary wall at its own cost with the prior approval of Divisional Superintendent, Karachi and shall establish two marquees as mentioned above. In addition, the lessee shall also widen the approach road upto 10 ft by demolishing boundary wall of Bungalow No.101 & 103 along the approach road and will re-construct the same after adding 10 ft width for the adjacent approach road at its own cost. The lessee shall take prior permission/ approval of the Divisional Superintendent for demolishing any structure.

## i. Operation and Management Phase

The successful bidder shall bear the operational expenses of the Club during the lease term and shall have the right to modify the internal civil work or alteration in the structure only with prior approval of Pakistan Railways.

### a) Service Level Requirements for Club Operations

The successful bidder will be required to operate the Club in accordance with the standards that are customary and, usual and generally prevailing in similar industry. Bidder will be required to ensure that its employees exercise reasonable skill, care and diligence in the operation of the Club and that the relationship with Pakistan Railways operates through channels of dialogue and transparency.

Successful bidder shall be entitled to the following during the lease term:

- Collect revenue from the Club operations;
- Recruit, interview, and hire employees of the Club and pay from the bank account(s) of the Club salaries, wages, taxes thereon as appropriate, and social benefits;
- Establish purchasing policy for the selection of suppliers and negotiate supply contracts to assure purchases on the best available terms;
- Arrange for the purchase of utilities, equipment maintenance, telephone and internet services, security protection, garbage removal and other services necessary for the operation of the Club, and for the purchase of all food, beverages, operating supplies and expendables, furnishings and equipment and such other services and merchandise necessary for the proper operation of the Club;
- Provide appropriate sales and marketing services including designing of policies, determination of annual and long-term objectives for membership, rates, revenues, clientele structure, sales terms and methods;
- Provide appropriate advertising and promotional services including development of relevant policies and preparation of advertising and promotional brochures (folders, leaflets, and fact sheets, guide books, maps, etc.) to be distributed in Club and marketing department;
- Responsible for preparing plans and specifications for alteration of the premises, and advising with reference to the design of replacement furnishings and equipment and the quantities required, and in general for the purpose of eliminating operational problems or improving operations;
- Establish and implement training and motivational programs for employees;
- Arrange for the insurance coverage and comply with the terms of all applicable insurance policies; and
- Install and maintain the accounting books and records and other information systems required for the efficient financial operation of the Club and File such tax returns relating to Club operations as may be required under the laws of Pakistan.

## Commercial Consideration

In order to maximize the returns to PR, in line with the industry practice for similar contractual engagements, PR share is further divided into two main categories:

- Upfront fee (Non Refundable Premium);
- Annual Rentals;

### a) Upfront Fee (Non Refundable Premium);

The Successful Bidder shall be required to pay quoted upfront fee against the minimum benchmark of **PKR 150 Million** (excluding the applicable taxes, which shall be payable separately) to Pakistan Railways as non-refundable Premium for grant of lease. The Premium shall be paid within four (8) weeks from the date of issuance of Letter of Acceptance otherwise his performance security will be en-cashed/forfeited.

### b) Annual Rentals

The Successful Bidder shall pay quoted Annual Rentals to the Pakistan Railways on half yearly basis i.e. 6 month advance rentals with 10% compound increase per annum and 40% increase for the 6<sup>th</sup> and 11<sup>th</sup> year. The minimum bench mark for seal bidding of annual rentals is **Rs. 60 million**.

## Lease Term

The lease shall remain valid for a period of 5 years further extendable for another 2 terms of 5 years.

## Mobilization Period

The Mobilization period will be of 3 months after executing the agreement.

## Site Visit

The Bidders are advised to visit and examine the proposed site of the Project and its surroundings and to obtain (for themselves on their own responsibility), all information that may be necessary for preparing the Proposal and for assessment of renovations needed at the Club. The costs incurred in visiting the site and carrying out necessary due diligence shall be at the Bidder's own expense.

## PART- IV- FINANCIAL PROPOSAL

### LETTER OF FINANCIAL PROPOSAL

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated March, 2023 and issued by Pakistan Railways (the "Procuring Entity") (the "Bidding Documents").

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: \_\_\_\_\_ and \_\_\_\_\_] hereby declare that:

- (a) With reference to your Bidding Document dated March, 2023 I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- (b) We hereby submit our Financial Proposal for the amount of \_\_\_\_\_ PKR [in words & figures] as quoted upfront fee and amount of \_\_\_\_\_ PKR [in words & figures] as quoted Annual Rentals; as specified in the annexed Form of Financial Proposal.
- (c) We are making this Proposal after taking into consideration all the terms and conditions stated in the Bidding Document and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the Financial Proposal.
- (d) We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the bidding document.
- (e) As security for due performance of the undertakings and obligations of this Bid, we submitted a Bid Security in the amount of PKR 3 Million which was enclosed with the Technical Proposal.
- (f) I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (g) I/ We believe that we/ our JV satisfy(s) the Technical & Financial Criteria and meet(s) the requirements as specified in the Bidding Document.
- (h) I/ We declare that we/ any Member of the JV, or our/ its Associates are not a Member of any other JV submitting the Bid for this Project
- (i) We understand that you are not bound to accept the highest or any bid you may receive.

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

Name of Bidder:

---

Address:

---

Contact #:

---

Email:

---

Signature of Authorized Signatory:

---

Name:

---

Designation:

---

Date:

---

[Seal]

## FORM OF FINANCIAL PROPOSAL

[Bidder's Letterhead]

Sr. #	Description (Benchmark)	Quoted Amount** (Rs.)
1.	<b>Upfront fee (non refundable) = Rs.150 million</b>	Rs. (in figures)
		Rs. (in words)
2.	<b>Annual Rentals = Rs.60 million benchmark</b>	Rs. (in figures)
		Rs. (in words)

*\* "Quoted Annual Rentals for the first year shall be multiplied with 14 (factor based on discount rate of 15%)" and summed up with the quoted Upfront Fee for the purpose of determining the highest quoted bid*

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

*Note: Minimum Base Value/Benchmark for the Upfront Fee (non-refundable) to be quoted by the Bidders shall be PKR 150 million and for the Annual Rentals quoted by the Bidders shall be PKR 60 million. The quoted amounts less than the base value/benchmark shall not be accepted.*

1. Quoted Annual Rentals will be subject to an increase of 10 % each year, 40 % at 6<sup>th</sup> & 11<sup>th</sup> year on compound basis and will be paid to the Pakistan Railways on half yearly basis at the beginning of each half.
2. The Quoted Upfront fee will be paid to Pakistan Railways within eight (8) weeks from the date of issuance of Letter of Acceptance. This fee is exclusive of the applicable taxes, which will be payable separately. The Upfront Fee submitted shall not be refunded in any case whatsoever.

Name of Bidder: \_\_\_\_\_

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

Contact #: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

[Seal] \_\_\_\_\_