

BID DOCUMENTS

FOR

OUTSOURCING THE COMMERCIAL MANAGEMENT OF LUGGAGE VAN & BRAKE VAN

BRAKE VANS			
S. No.	Train	Section	Capacity in tonne
1	Khyber Mail (1Up/ 2Dn)	Peshawar Cantt-Karachi Cantt via Lahore	4.2
2	Greenline (5Up/ 6Dn)	Rawalpindi to Karachi Cantt via Lahore	2.1
3	Tezgam (7Up/ 8Dn)	Rawalpindi to Karachi Cantt via Lahore	4.2
4	Allama Iqbal (9Up/ 10Dn)	Sialkot - Karachi Cantt via Narowal, Lahore	4.2
5	Hazara Express (11Up/ 12Dn)	Rawalpindi Karachi City	2.1
6	Awam Express (13Up/ 14Dn)	Peshawar – Karachi Cantt	2.1
7	Bahu-din-Zakria (25Up/ 26Dn)	Multan- Karachi Cantt via Rohri	4.2
8	Pak Business Express (33Up/ 34Dn)	Lahore - Karachi Cantt via Sahiwal	2.1
9	Shah Husain (43Up/ 44Dn)	Lahore – Karachi Cantt via Faisalabad	2.1
10	Pakistan Express (45Up/ 46Dn)	Karachi Cantt – Rawalpindi Via Faisalabad, Hafizabad	2.1
11	Sukkur Express (145Up/ 146Dn)	Karachi City-Sukkur via Rohri	4.2
LUGGAGE VANS			
S.No.	Train	Section	Capacity in Tonne
1	Awam Express (13Up/ 14Dn)	Karachi Cantt – Peshawar via Lahore	10
2	Millat Express (17Up/18Dn)	Karachi Cantt – Faisalabad	10
3	Shalimar Express (27Up/ 28Dn)	Lahore – Karachi Cantt via Faisalabad	10
4	Shah Husain (43UP/ 44Dn)	Lahore - Karachi Cantt via Faisalabad, Multan, Rohri	10
5	Pakistan Express (45Up/ 46Dn)	Karachi Cantt – Faisalabad	10
6	Pak Business Express (33Up/ 34Dn)	Lahore - Karachi Cantt via Sahiwal	10

5th July 2022



CHIEF MARKETING MANAGER
Pakistan Railways, Empress Road,
Headquarters Office, Lahore
Ph. No. 042- 99201665

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SECTION 1**INVITATION FOR BIDS**

TO:

SUBJECT: SELECTION OF CONTRACTORS FOR OUTSOURCING THE COMMERCIAL MANAGEMENT OF BRAKE VANS & LUGGAGE VANS.

In accordance with the advertisement on the subject published in the press as well as available on Pakistan Railways and PPRA website, we now invite sealed Bids from the interested parties for outsourcing of the Brake Van and Luggage Vans:-

BRAKE VANS			
S. No.	Train	Section	Capacity in tonne
1	Khyber Mail (1Up/ 2Dn)	Peshawar Cantt-Karachi Cantt via Lahore	4.2
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3	Shalimar Express (27Up/ 28Dn)	Lahore – Karachi Cantt via Faisalabad	10
4	Shah Husain (43UP/ 44Dn)	Lahore - Karachi Cantt via Faisalabad, Multan, Rohri	10
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The procedure for the competitive bidding through sealed bids on the subject project is as under:

- Each bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the Technical Proposal (Single Stage two envelope).
- The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.

- (c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
 - (d) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency (Pakistan Railways) without being opened.
 - (e) Pakistan Railways shall evaluate the technical proposals in a prescribed manner in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements.
 - (f) After the submission of technical bids, no amendment/change/alteration would be allowed.
 - (g) After the evaluation and approval of the technical proposals, Pakistan Railways shall at a time within the bid validity period, publically open the financial proposals of the **technically accepted bids only**. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.
 - (h) The financial proposal of bids shall be opened publically at the time, date and venue announced and communicated to the bidders in advance.
3. Bid documents containing the following enclosures are hereby issued to your firm for submitting then duly filled as per instructions specified in the Bid Documents:
- General-1: General Information
 - General-2: Litigation History
 - Section 2: Instructions to Bidders (including Data Sheet)
 - Section 3: Conditions of Contract
 - Section 4: Terms of Reference
 - Section 5: Appendices
 - Section 6: Financial & Technical Proposal-Standard form
4. The Technical proposal must be accompanied by a Bid Security (5%) of bid price, in the form and amount specified in the Data Sheet and all other documents as stated in the Bid Documents and must be delivered at the address stated in Bid Documents **on 05-07-2022 up to 11.00 hours** or any extended date as advised through subsequent addendum, if any. Bids will be opened half an hour thereafter in the presence of Bidders or their representatives who choose to attend.

**Chief Marketing Manager
P.R, HQ office Lahore
Phone 042- 99201665**

General Information – Form General -1

The applications should contain the following documents with the application form:

1. Name of Individual / Party /Firm
2. CNIC of the bidder
3. Office address in Pakistan
4. Telephone & FAX
5. E-mail & website
6. Contact Person
7. Place and Year of incorporation / registration
8. Bank statement for the last three years
9. Income Tax (statements) paid during the last three years along with NTN.
10. Experience of business.
11. Affidavit that firm is not involved in any litigation with Pakistan Railways.
12. Separate Certificate / Affidavit that the Firm is not blacklisted by any Government Department / Authority.
13. Separate Certificate / Affidavit that the Firm is not defaulter of any bank or any Government Department
14. The bidders are required to provide accurate information on any litigation or arbitration, arising out of the assignments completed or in progress over the last five years in the manner as prescribed in the Form General-2.
15. Power of Attorney to sign the Bid.

SECTION 2**INSTRUCTIONS TO BIDDERS****Definitions**

- (a) "Government of Pakistan" means the Government of Pakistan and all its associated departments, agencies, autonomous/semi- autonomous bodies, boards, universities and similar other organizations.
- (b) "Client" means Pakistan Railways through Chief Marketing Manager, HQ office, LHR with whom the selected Bidder signs the Agreement for the Services.
- (c) "Bidders" and "Contractor" means any entity / firm / Joint venture of firms that may provide the Services to the Client under the Agreement.
- (d) "Agreement" means the Agreement signed by the Client and the Contractor and all the attached documents.
- (e) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific conditions.
- (f) "Instructions to Bidders" means the document which provides Bidders with all information needed to prepare their Bids.
- (g) "Personnel" means professionals and support staff proposed / provided by the Bidders to perform the services.
- (h) "Services" or "assignment" means the work to be performed by the Contractor pursuant to the Agreement.
- (i) "Terms of Reference" (TOR) means the document included in the BID which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Contractor.

1. Introduction

- 1.1 The Client named in the **Data Sheet** will select a Contractor in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Bidders are invited to submit a Bid for the service/services required for the assignment named in the Data Sheet. The Bid will be the basis for a signed Agreement with the selected Contractor.
- 1.3 Contractors should familiarize themselves with assignment conditions and take them into account in preparing their Bids. Contractors should contact the Client's representative named in the Data Sheet to obtain information regarding the assignment. Bidders should ensure that the official is informed well- ahead of time in case they wish to visit the Client.
- 1.4 Bidders shall bear all costs associated with the preparation and submission of their Bids. **The Client is not bound to accept any Bid, and reserves the right to annul the selection process at any time prior to Agreement award**, without thereby incurring any liability to the Bidders.

Fraud and Corruption

- 1.5 Pakistan Railway requires Participant Bidders to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Pakistan Railways
 - (a) Defines, for the purpose of this paragraph, the terms set forth below:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of agreement;
 - (iii) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of agreement.
 - (b) will reject a Bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
 - (c) will debar a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded an agreement if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the agreement.

Only One Bid

- 1.6 Each Bidder can submit only one Bid for a given Brake van / Luggage Van. If a Bidder submits or participates in more than one Bid for a given Brake van / Luggage Van, such Bids shall be disqualified. However, one bidder can submit bids for one or more than one brake van / Luggage Van.

Bid Validity

- 1.7 The **Data Sheet** indicates how long Bidders' Bid must remain valid after the submission date. In exceptional circumstances, prior to expiry of the original bid validity period, the Client may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request for which his Bid Security will not be forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension.

2. Clarification and amendment of bid documents

- 2.1 Bidders may request a clarification regarding any part of the Bid documents up to the number of days indicated in the Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall be done following the procedure under Para. 2.2.
- 2.2 At any time before the submission of Bid, the Client may amend the Bid Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Bids the Client may, if the amendment is substantial, extend the deadline for the submission of Bids.

3. Preparation of Bids

- 3.1 The Bid, as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2 Material deficiencies in providing the information requested may result in rejection of a Bid.

4. Bid Security

- 4.1 Each Bidder shall furnish a Bid Security in the amount stipulated in the Data Sheet, in technical proposal.
- 4.2 The Bid Security shall be in the form of Deposit at Call / Pay Order issued by a Scheduled Bank of Pakistan in favour of the FA & CAO/Revenue valid for a period 28 days beyond the Bid Validity date.

- 4.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Client as non-responsive.
- 4.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 4.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee and signed the Contract Agreement.
- 4.6 The Bid Security of the bidder may be forfeited and the loss caused per day for delay shall also be recovered from the bidder,
 - (a) If the Bidder withdraws his Bid during the period of Bid Validity
 - (b) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Guarantee; or
 - (ii) Sign the Contract Agreement.

5. **Performance Guarantee**

The successful bidder shall furnish to the Client a Performance Guarantee of Ten percent (10%) of the contract amount in the form and the amount stipulated in the Data Sheet and the Conditions of Contract within a period of 7 days after the issuance of Letter of Acceptance.

6. **Staff and Machinery**

- 6.1 The Bidders are required to provide the list / details of staff / personnel to be deployed for this assignment using Standard Form attached as "Appendix-A". All such staff shall have to be security cleared by the Railway Police before their deployment with the Brake Van/ Luggage Van.
 - a) Party No.2 will submit the Police and Intelligence Bureau verification of its staff to P.R. If any new personnel/ staff is added during the currency of the agreement the same will be hired after verification from Special branch of Railway **Police** and **Intelligence Bureau**. The verifications will be submitted/ provided to the concerned DSs.
- 6.2 The Bidders are required to provide the list / details of machinery / equipment/gadgets etc to be utilized for this assignment using Standard Form attached as "Appendix-B".

7. **Technical Proposal**

The Technical Proposal shall be prepared keeping in view the required standards as stipulated in the Evaluation Criteria (Section 5)-Appendix-F

8. **Financial Proposal**

The Financial Proposal shall be prepared using the attached Standard Form (Section 6)-FIN-1

9. **Payment**

The payment will be claimed / paid as per the relevant clause of Conditions of Contract and Terms of Reference (TOR).

10. **Taxes**

The contractor shall pay all taxes prevalent and / or future as fixed by the Federal/ Provincial Government, from time to time on amount(s) receivable from the Client under this agreement. Withholding tax @10% shall deducted by PR from the bills of the contractor. The

contractor shall be responsible, at all times, for payments, of any/all applicable taxes, as levied by the Federal/Provincial Government in future and provision of the same to FA&CAO/Revenue through CCM office or as directed by the competent authority.

11. Submission and Receipt of Bids

- 11.1 The original bid shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the Bid must initial such corrections.
- 11.2 An authorized representative of the bidders shall initial all pages of the original bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.
- 11.3 The Bids shall be sent to the addresses indicated in the Data Sheet.
- 11.4 The Bid shall be placed in a sealed envelope clearly marked "BID DOCUMENTS". The envelope should also bear the address and title of the Assignment. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as such circumstance may lead to Bid rejection.
- 11.5 The Bids must be sent to the address/addresses indicated in the data Sheet and received by the Client not later than the time and the date indicated in the data sheet, or any extension granted thereof. Any bid received by the client after the deadline for submission shall be returned unopened.
- 11.6 The bid of two brake vans not accepted partially.

12. Bid Opening

- 12.1 **Opening of Technical Bids** the technical bids will be opened in accordance with the procedure laid down in para-2 of Section-1.
- 12.2 **Opening of Financial Bids** the financial bids will be opened in the Manner prescribed in paras 2(g) (h) of Section-1.
- 12.3 **Procedure for opening of bids**
 - (i) The client will open the Bids in the presence of Bidders or their representatives who choose to attend, at the time date and location stipulated in the **Data Sheet**.
 - (ii) The Bidders or their representatives who are present shall sign a register evidencing their attendance.
 - (iii) The Bidders name, total Bid price, the presence or absence of Bid Security and such other details as the Client may consider appropriate, will be announced by the Client at the opening of Bids.

13. Examination of Bids and Determination of Responsiveness

- 13.1 The Client will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents (Appendix-D) or not and in line with the Evaluation Criteria laid down in the bid documents (section 5, Appendix-F).
- 13.2 A substantially responsive bid is one which (i) meets the eligibility criteria/Evaluation criteria; (ii) has been properly signed; (iii) is

accompanied by the required Bid Security; and (iv) conforms to all the terms and conditions of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Client's rights or the bidder's obligations under the Contract.

13.3 If a Bid is not substantially responsive, it will be rejected by the Client.

14. Correction of Errors

Bids determined to be substantially responsive and explicit will be checked by the Client for any typographical/arithmetic errors. Errors will be corrected by the Client as follows:

“Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern”

15. Notification of Award.

15.1 Prior to expiration of the period of bid validity prescribed by the Client, the Client will notify to the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Contractor will pay to the Client in consideration of the provision and completion of the Services by the Contractor as prescribed by the Contract.

15.2 No Negotiation with the bidders shall be permitted, however, Client may have clarification meetings to get any item clarified.

15.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Client and the bidder till signing of the formal Contract Agreement.

16. Commencement of Assignment

The Bidders, whose bid is accepted, will be required to commence the assignment within the days, specified in the Letter of Acceptance.

INSTRUCTIONS TO BIDDERS

DATA SHEET

Paragraph Reference	Description																																																																																				
Section 1	<p><u>Name of the Client:</u> Chief Marketing Manager Pakistan Railways, Headquarters Office, Lahore</p> <p><u>Method of Selection.</u> The Client will determine whether each bid is substantially responsive to the requirements of the Bidding Documents or not. If a bid is not substantially responsive, it will be rejected by the Client, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The assignment will be awarded to the responsive Bid having highest offer.</p>																																																																																				
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Section 1	<p><u>Client's representative:</u> Chief Marketing Manager Pakistan Railways, Headquarters office, Lahore Phone: + 92 42 99201665</p>																																																																																				
Section 2 (1.7)	Bids must remain valid for one hundred twenty (120) days after the submission date.																																																																																				
Section 2 (2.1)	Clarifications may be requested not later than seven (7) days before the submission date																																																																																				

Section 2 (3.1)	Bids shall be submitted in English language only
Section 2 (4.1)	Bid Security: 5% (Five Percent) of the Total Bid Value separately for each brake van / Luggage Van enclosed in technical proposal
Section 4 (4.1)	Benchmark Submitted bid must be at least 10% more than the Railway earnings or last operated bid whatever, the case may be. However, tender committee will consider the bid on the basis of highest offer.
Section 4 4.9 (3)	Capacity of brake van and luggage van at appendix-H
Section 2 (5)	Performance Guarantee: 10% (Ten percent) of contract amount as bank guarantee in favour of FA&CAO/Revenue of the currency of agreement to CMM office.
Section-2 (10)	The contractor shall pay all taxes prevalent and / or future as fixed by the Federal/ Provincial Government, from time to time on amount(s) receivable from the Client under this agreement. Withholding tax @10% shall deducted by PR from the bills of the contractor. The contractor shall be responsible, at all times, for payments, of any/all applicable taxes, as levied by the Federal/Provincial Government in future and provision of the same to FA&CAO/Revenue through CCM office or as directed by the competent authority.
Section 1	Address for Submission of Bid: Chief Marketing Manager Pakistan Railways, Headquarters office, Lahore Phone: + 92 42 - 99201665 Bids must be submitted not later than the following date and time: On 14.06.2022 at 11.00 hours in the office of the CMM
Section 2 (12.2)	The " Financial Bids " of only technically accepted bids will be opened in committee room of Pakistan Railways Headquarters Office, Lahore. The date of opening of financial bids will be intimated to the technically successful bidders.
Section 3 (2.2)	Currency of Agreement: The contract will be valid for a period of two years and further extendable for another year with the mutual consent of both parties and subject to satisfactory performance of the contractor. There will be 10% increase in 2 nd year or across the board increase in parcel rates (whichever is higher) and 15% increase in 3 rd year on last received amount of 2 nd year (if extended for the 3 rd year) in last operating bid or across the board increase in parcel rates (whichever is higher).

SECTION 3

CONDITIONS OF CONTRACT (CoC)

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract are attached, together with all the documents listed in the Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services;
- (d) "Personnel" and "Staff" means persons hired by the Contractor and assigned to the performance of the Services or any part thereof;
- (e) "Services" means the work to be performed by the Contractor pursuant to this Contract;
- (f) "Third Party" means any person or entity other than the Client, the Contractor.
- (g) "Party" means the Client or the Contractor, as the case may be, and "Parties" means both of them;
- (h) " Prohibited Goods" means dangerous goods, inflammable goods, explosive goods, smuggled good, contraband items and liquor as defined in red tariff.

1.1 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws of Pakistan.

1.2 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.3 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representative. A Party may change its address by giving the other Party notice of such change, duly acknowledged by the other.

Authorized Representative of Party No.1:

Attention: Chief Marketing Manager

Address: Party No.1,

Headquarters Office, Empress Road, Lahore

Phone # 042-99201665 Fax # 042-99201760

If addressed to Party No.2:**Attention:**

Address: Party No.2

Cell#

Phone# _____ Fax # _____

e-mail: _____

1.4 Location

The Services shall be performed at such locations as are specified in Sections, Terms of Reference (TOR) and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties, determined/approved by client.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor shall be taken or executed by the Authorized Representatives duly notified by both parties after signing of the agreement. However, the intended bidder shall have to nominate their representative(s) on official stamp paper of Rs.100/-

1.6 Relation between the Parties

Nothing contained hereinafter, shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.7 Headings

The headings shall not limit, alter or affect the meaning of this Contract and are only for reference purpose.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT**2.1 Commencement of Services**

The commencement date of services will be as notified by the Client and as accepted by the Contractor through Letter of Acceptance / Letter of Award.

2.2 Duration of Contract

The contract will be valid for a period of two years and further extendable for another year with the mutual consent of both parties and subject to satisfactory performance of the contractor.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.6, this Contract shall expire on completion of Term of Contract.

2.4 Escalation in Rates

- 2.4.1 Across the board increase in the Parcel/Luggage Rates by Pakistan Railway will also be applicable to the Brake Van / Luggage Van and the party in business will be liable to pay the increase to PR. There will be 10% increase in 2nd year or across the board increase in parcel rates (whichever is higher) and 15% increase in 3rd year on last received amount of 2nd year (if extended for the 3rd year) in last operating bid or across the board increase in parcel rates (whichever is higher).

- 2.4.2 The Contractor must cover all risks associated with increase in prices of material and labour in the quoted price.

2.5 Force Majeure

2.5.1 Definitions

- (a) A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and adversely affects the performance by the party of its obligations under or pursuant to this agreement, provided, however, that such material and adverse effect could not have been prevented, overcome, or remedied in whole or in part by the affected party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts or activities to protect the Railway Equipment from a casualty event, which are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur, and the likely efficacy of the protection measures. "Force Majeure Events" hereunder shall include each of the following events and circumstances.
- (i) Political events that occur inside or directly involve Pakistan ("Pakistan Political Force Majeure Events"):
 - (ii) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;
 - (b) Strikes, works to rule or go-slows that extend beyond the P. R transportation operations, are widespread or nationwide, or that are of a political nature e.g. labour actions directed against Pakistan Railways or its facilities.

2.5.2 Other Events

Other events beyond the reasonable control of the affected party ("Other Force Majeure Events"), including but not limited to:

- (i) Uncontrollable events, including, but not limited to;
 - (a) Lightning, earthquake, flood, storm;
- (ii) Explosion or chemical contamination.
- (iii) Epidemic or plague;
- (iv) Political Events that occur outside Pakistan and do not directly involve Pakistan, but affect the parties' ability to meet obligations under this Agreement.

2.5.3 Duty to Mitigate

The affected Party shall use all reasonable efforts to mitigate the effect of a Force Majeure event, including, but not limited to the payment of all reasonable sums of money to the Client, which sums are reasonable in light of the likely efficacy of the mitigation measures.

2.5.4 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall be considered to be a breach or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than sixty (60) days written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1 and forty-five (45) days in the case of event referred to in paragraph e. In case of outsourcing of train or non-payment of license fee, PR reserves the right to terminate the contract of luggage / brake van at any time after serving one month notice to the party.

- (a) if the Contractor does not remedy a failure in the performance of his obligations other than financial obligations under the Contract, within thirty (30) days or any other time line specified by the Client in writing after being notified;
- (b) if the Contractor becomes (or, if the Contractor consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If, the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to article 8 hereof;
- (d) If, the Contractor submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Contractor knows to be false;
- (e) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

2.6.2 By the Contractor

- (a) The Contractor cannot terminate this Contract, till the completion of six months of the contract and without mutual consent of both parties. The Contractor has to serve not less than sixty (60) days written notice to the Client on or after completion of six months of contract.

OBLIGATIONS OF THE CONTRACTOR

3.1 General

3.1.1 Standard of Performance

The Contractor shall perform the Services and carry out his obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The

Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate inter

3.1.2 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Contractor shall make the following payments to the Client:

- (a) Remuneration for services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) Except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract.

3.1.3 Disputes Regarding Events of Termination

If either Party disputes whether an event specified in paragraphs through (a) of Sub-Clause 2.6.1 or in paragraphs (a) of Sub-Clause 2.6.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such an event except in accordance with the terms of any resulting arbitral award.

3.1.4 Law Governing Services

The Contractor shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any, as well as all Personnel of the Contractor shall comply with the Applicable Law.

3.2 Confidentiality

The Contractor and his Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the assignment, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.3 Contractor' Actions Requiring Client's Prior Approval

The Contractor shall obtain the Client's prior approval in writing before replacement or removal of any machinery / equipment from site.

3.4 Damage to Persons and Property

The Contractor shall, indemnify the Client against all losses and claims in respect of, including but not limited for the following:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property which may arise out of or in consequence of the rendering the services and the remedying of any defects therein, and against all claims, court proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

3.5 Accident or Injury to Workmen

The Client shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor. The Contractor shall indemnify and keep indemnified the Client against all such damages, compensation,

and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

3.6 Compliance with Statutes, Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Services and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Services, and the Contractor shall keep the Client indemnified against all penalties and liability of every kind for breach of any such provisions.

3.7 Safety Precautions

- (a) In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Client may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Client may determine to be reasonably necessary for such purpose.
- (b) The contractor will exercise utmost care and vigilance to ensure that the loading of parcel, storage in Godown is done in accordance with safety requirements of Pakistan Railways operating manual and all other Government Rules. Provision of firefighting and other safety equipment at the premises and Brake Vans / Luggage Van shall be the sole responsibility of the contractor. In case of any damage or loss to Railway assets /property because of fire etc. the contractor shall be responsible to bear the entire cost of damages including compensation to any person entity who die, injured or suffers as the case may be, as per decision of the client.

3.8 Contractor's Personnel

- (a) The contractor shall employ such qualified and experienced personnel as are required to carry out the Services.
- (b) Prior to the commencement of the services, the contractor shall provide a list of staff / personnel to be deployed indicating the name, the title, CNIC number, present residential address, and estimated period of engagement in the carrying out of the services.
- (c) The staff deputed by the contractor shall wear identification card approved by the client so that he may be recognized as an Authorized Person of the contractor.
- (d) The contractor shall not recruit his staff and labour from amongst the persons in the services of the Client, or entities black listed by Pakistan Railways.
- (e) The contractor shall be allowed one person to accompany Luggage

Van on payment of Rs.300,000 (Three Lacs) and brake van on payment of Rs.200,000/- (Two Lacs) per person per annum for both way journey and allowed to travel in economy class.

4. OBLIGATIONS OF THE CLIENT

4.1 Access to Land

- (a) The Client will endeavor to provide suitable offices and storage space where available, if available at originating and destination stations, and at the stations where stoppage of the train is at least for 5 minutes.
- (b) The client shall charge rent @ Rs 60/- per square foot per month for covered area for office and covered godown space. The contractor shall pay Rs 35/- per square foot per month for open space used for stacking of parcels. The concerned Divisional Superintendents will fix space, the successful bidder is bound to accept such place/space and realize these charges in addition to electricity and water charges. Such payment shall be made on monthly basis in advance up to 10th of each month. Five percent penalty shall be levied in case payment is made between 11th to 20th of the said month. If the contractor failed to deposit due rent alongwith penalty continuously for three months, matter shall be brought before the Dispute Resolution Committee (DRC) by Day-to- Day committee for appropriate decision.
- (c) The Client shall not entertain any claim for compensation on account of loss / damage to consignments booked by the Contractor. The Contractor shall be responsible to settle the claims of public at his own accord.

4.2 Provision of brake vans / Luggage Van in nominated trains

The client will endeavor the provision of fit Brake Vans/Luggage Van in the nominated trains and any omissions to this effect shall be dealt under the pertinent rules.

5. PAYMENTS TO THE CLIENT.

5.1 Mode of Billing and Payment

- a) Billing and payments in respect of the services outsourced by Pakistan Railways shall be made by the contractor as per clause 4.4 and 4.5 of TOR (Section 4).
- b) Details of monthly payments by the party to F.A & CAO/Rev as per procedure will be provided by the office of CCM.

5.2 Clients' entitlement to terminate contractors Services

In case the contractor fails to deposit the requisite amount payable to the client after 20th of the month, the contract may be terminated without any notice alongwith forfeiture of the performance guarantee.

6. FAIRNESS AND GOOD FAITH.

6.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization to the objectives of this Contract.

6.2 Operation of the Contract

The Parties undertake that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

7 Amicable Settlement

7.1 Day to Day Committee

The day to day committee comprising Dy. CMM, Dy. CCM (P) alongwith one representatives of the Contractor shall monitor the running of this train. Any dispute arising out pursuant to operation/implementation of the agreement, matter shall be brought into the notice of day to day committee. The day to day committee shall endeavor to solve the issue within 30 days; otherwise case shall be referred to Dispute Resolution Committee.

7.2 Dispute Resolution Committee

The composition of Dispute Resolution Committee shall be as under:

- | | | |
|--|---|----------|
| • Additional General Manager/ Traffic | = | Chairman |
| • Chief Commercial Manager | = | Convener |
| • Chief Operating Superintendent | = | Member |
| • F.A & C.A.O/Revenue | = | Member |
| • Chief Marketing Manager | = | Member |
| • Two representatives of the successful bidder | = | Members |

The Dispute Resolution Committee shall make sincere efforts to resolve the issue as amicably as possible within 30 days. In case of any disagreement, matter shall be placed before the sole Arbitrator; CEO/Sr. General Manager PR

8. Arbitration

8.1 Arbitrator

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement through arbitration. Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings for this purpose of arbitration. The CEO/Sr. General Manager shall be the sole arbitrator for dispute settlement, whose decision shall be final and binding upon both the parties. Seat of arbitration shall be at Lahore. English shall be the language of arbitration proceedings. Cost of arbitration shall be borne by either or both parties on determined/fixed by the arbitrator.

SECTION 4

TERMS OF REFERENCE (TOR)

BRAKE VANS / LUGGAGE VAN

4.1. Background

Pakistan Railway offers to outsource the commercial management of Brake and Luggage Vans.

BRAKE VANS			
S.N	Train	Section	Capacity in tonne
1	Khyber Mail (1Up/ 2Dn)	Peshawar Cantt-Karachi Cantt via Lahore	4.2
2	Greenline (5Up/ 6Dn)	Rawalpindi to Karachi Cantt via Lahore	2.1
3	Tezgam (7Up/ 8Dn)	Rawalpindi to Karachi Cantt via Lahore	4.2
4	Allama Iqbal (9Up/ 10Dn)	Sialkot - Karachi Cantt via Narowal, Lahore	4.2
5	Hazara Express (11Up/ 12Dn)	Rawalpindi – Karachi City	2.1
6	Awam Express (13Up/ 14Dn)	Peshawar – Karachi Cantt	2.1
7	Bahu-din-Zakria (25Up/ 26Dn)	Multan- Karachi Cantt via Rohri	4.2
8	Pak Business Exp (33Up/ 34Dn)	Lahore - Karachi Cantt via Sahiwal	2.1
9	Shah Husain (43Up/ 44Dn)	Lahore – Karachi Cantt via Faisalabad	2.1
10	Pakistan Exp (45Up/ 46Dn)	Karachi Cantt – Rawalpindi Via Faisalabad, Hafizabad	2.1
11	Sukkur Exp (145Up/ 146Dn)	Karachi City-Sukkur via Rohri	4.2
LUGGAGE VANS			
S.N	Train	Section	Capacity in Tonne
1	Awam Express (13Up/ 14Dn)	Karachi Cantt – Peshawar via Lahore	10
2	Millat Express (17Up/18Dn)	Karachi Cantt – Faisalabad	10
3	Shalimar Exp (27Up/ 28Dn)	Lahore – Karachi Cantt via Faisalabad	10
4	Shah Husain (43UP/ 44Dn)	Lahore - Karachi Cantt via Faisalabad, Multan, Rohri	10
5	Pakistan Exp (45Up/ 46Dn)	Karachi Cantt – Faisalabad Via Hafizabad	10
6	Pak Business Exp (33Up/ 34Dn)	Lahore - Karachi Cantt via Sahiwal	10

4.2. Objective

These TORs are for the guidance of potential Bidders willing to provide the services in accordance with the standards/procedure laid down in the succeeding clauses.

4.3 Proposed Business

To provide the Brake Vans/ Luggage Van as mentioned in para 4.1 above 9

4.4 Financial Terms

- 1) **Performance Guarantee:** The successful bidder shall provide performance guarantee (10% of bid money) as bank guarantee **in favour of FA&CAO/Revenue** for the currency of agreement to CMM office in the manner as prescribed in the data sheet.
- 2) **Bid Security:** The bid security of the successful bidder shall be returned after deposit of performance guarantee.

- 3) **Commencement of Agreement:** The operation of agreement shall commence once the successful bidder deposits the performance guarantee and the advance licensee fee in prescribed manner.
- 4) **Advance License Fee:** The successful bidder will pay 15% of the bid Money in advance after issuance of acceptance letter within 10 days and take over charge of contract within 10 days positively after depositing the advance payment.
- 5) **Schedule of Payment:** The contractor shall deposit the balance amount in ten equal installments on monthly basis with the CCT/Lahore in advance not later than 10th of each month. If installment is paid between 11th to 20th of any month, penal charges at the rate of Rs.2000/- per day for brake van and Rs.10000/- for luggage van shall be levied on daily basis and will be deposited along with the monthly installment. The contract shall be terminated and security deposit forfeited without any notice if the installment with penalty is not paid up to the 20th of the concerned month.
- 6) **Claim Settlement:** Adjustment of the monthly installment for the day/days occurring in a certain month during which the brake van portion / Luggage Van could not be provided to the contractor, would be considered during the subsequent month. The contractor will submit his claim with Joint Certificate issued by DTO, DME, and their concerned staff, explaining reasons for non-attachment of brake van portion/ Luggage Van, which will be accepted or rejected after due approval of AGM/T. The contractor shall apply for adjustment on account of non attachment of brake van portion/ Luggage Van by 30th of the following months. However, Railway Administration shall not be liable for any compensation due to change in beat of the concerned train on account of operational / mechanical / safety reasons. Railway shall also not be liable for any unforeseen reasons. Prescribed Proforma for Claim Compensation is attached at **Appendix-F**.
- 7) **Integrity Pact:** The Bidder shall sign and stamp the Integrity Pact provided at **Appendix-C**. Failure to provide such Integrity Pact shall make the Bidder non-responsive.
- 8) **On Board Staff:** The contractor shall be allowed one person to accompany luggage van on payment of Rs.300,000/- (three lacs) and brake van on payment of Rs. 200,000/- (two lacs) per person per annum for both way journey and shall be allowed to travel in economy class.
- 9) **Unforeseen Accidents:** No damage/compensation shall be paid to the contractor in case of unforeseen accidents file and etc.
- 10) *Party No.2 will abide by the provision of clauses 127,128,129 and 130 of Railway Act (copy attached) with respect to security and safety of passengers. If any employee of Party No.2 will commit any offence mentioned in above clauses, he may be arrested without warrant or other written authority by any Railway employee or Police Officer, or by any other person whom such servant or Officers may call to his aid under clause 131, 131-A for Railway Act.*
- 11) **No Adjustment from Performance Guarantee:** The contractor would not be allowed adjustment of any of his monthly installment from

Performance guarantee. The installment / installments even of the extension period with 10% increase or otherwise would be regularly deposited by the contractor.

4.5 Commercial Commitments

- i. **Observance of Rules:** The contractor shall observe all rules, regulations and instructions issued by Railway Administration from time to time.
- ii. **No other Business:** No other business other than luggage van / brake van outsourced shall be allowed to the representative of the contractors within the premises of Railways and in the running trains.
- iii. **Complaint Book:** The contractor shall keep an easily accessible Complaint Book in each office, wherein complaints may be recorded, and which shall be opened for inspection by authorized officer(s)/official(s) of the Railway Administration, in which the inspecting officers will record the result of their inspections. Both the Complaint and Inspection Books shall be machine numbered.
- iv. **Employment of Staff:** The contractor shall employ his staff by issuing them letters of appointment on his Letter Head, a copy of which will be endorsed to the Chief Commercial Manager, Pakistan Railways, Lahore and shall not appoint any serving Railway employee.
- v. **Identification of Staff:** Each staff/employee of the contractor shall have a valid identity card bearing the photograph of the employee of the contractor (Not more than one year old) with his name, age and name of the firm. It should be laminated and enclosed in a plastic cover like National Identity Card. The employee must wear it during duty on the left side of his chest.
- vi. **Inspection of Brake Vans / Luggage Van:** Brake van portion / Luggage Van will be Inspected by ATOs/ACOs, DTO/DCO, Dy. DS and DS of the respective divisions at divisional level and Assistant/Senior Commercial Manager/P, Deputy Chief Commercial Managers/M/P, Chief Commercial Manager, Additional General Manager/Traffic, and CEO/Sr. General Manager at Headquarters Office level. Fine up to Rs.50000/- will be imposed on finding any irregularity/unsatisfactory working. However, in case of overloading and other irregularities, the following fines can be levied in the following manner.

BS-20	Up to 50,000
BS-19	Up to 30,000
BS-18	Up to 20,000
BS-17	Up to 10,000

- vii. **Advertisement in Offices:** The contractor shall not exhibit, in the said office, any pictures, notice or advertisements of any kind, unless authorized to do so by the Railway Administration.
- viii. **No Subletting:** The contractor shall not sublet the contract in any form. In the event of breach of this condition, the Railway Administration shall be entitled to terminate the contract immediately.
- ix. **Damage to Brake Van/ Luggage Van:** The Contractor shall be responsible for all damages to the said Brake Vans / Luggage Van and

the equipment contained therein, arising out of his or of his servants' act of negligence / omission / commission.

- x. **Observance of Workmen's Compensation Act 1923:** The contractor shall, at all times indemnify the Railway Administration against all claims, which may be made under the Workmen's Compensation Act, 1923, or any statutory modification thereof, or otherwise for in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman, laborer or person in the employment of the Contractor.
- xi. **Observance of the Employment of Children Act 1938:** The contractor shall be responsible to comply with the provision of the Employment of the Children Act. 1938, and statutory modifications thereof, and the rules framed under the said Act and shall not employ or permit any child who has not completed his fifteenth year of age, to work under him in connection with his contract. The contractor, shall, further before employing any person to work as a Bearer or otherwise, have his age certified, as laid down in the rules framed under the said Act.
- xii. **Observance of Payment of Wages Act 1936:** The contractor shall be responsible for complying with the provisions of the Payment of Wages Act 1936 or any statutory modifications thereof, and the rules made there under in respect of the staff employed by him/ them.
- xiii. **Compensation of Warrant and Voucher of Armed Forces**
Party No.2 will make their own arrangements with Armed Forces on start the operation of this train for entertainment/compensation of Warrants and Vouchers, etc. and booking of their luggage / consignment. The Party No.2 recovered the amount of fare and rates directly from the armed forces. Party No.1 will not take any responsibility for any claim/compensation in this regard.

4.6 Complaints and Fine

In case of any complaint against the contractor he may be fined or his contract may be terminated subject to verification of such complaint. The matter shall be referred to dispute resolution committee (DRC) for decision, where decision of the committee shall be binding upon both the parties.

4.7 Compensation

- a. The Client will provide Brake Van / Luggage Van on all 365 days of the year. In the event of non-provision of Brake Van / Luggage Van by the Client due to any reason other than Force Majeure, the Client will adjust compensation amount equal to per day of license fee in monthly installment. In case of termination of contract by the Client pursuant to Clause 2.6.2 of Section 3 (Conditions of Contract), no other alternative arrangements would be made, however, the proportionate license fee, if any, would be refunded.
- b. Compensation Proforma as attached at Appendix G shall be used by the Contractor to apply for his compensation claims.

4.8 Loading / Unloading

- i. Loading / Unloading will be arranged by the Contractor at his own cost. Loading, however, will be supervised by the concerned commercial staff at all the stations strictly. In case of laxity concerned staff may be taken up as per extent rules. The concerned officers will ensure that their commercial staff properly supervises loading / unloading. Daily loading / unloading registers should be maintained at originating and en-route stations where loading is allowed. The aforesaid registers should also be checked by the officers of the Division, particularly DCO, DME, ACO, and AME during their prescribed inspections of the station.
- ii. The Contractor will arrange sufficient labor for loading / unloading of packages within due time. In case of detention to train on this account, the Contractor will pay penalty at the rate of Rs. 10,000/- per minute. Detention time will be certified jointly by Guard In-charge and Station Master or CSP or CSR/P and representative of the Contractor.
- iii. The Contractor shall not overload the Brake Van / Luggage Van at originating or en-route stations than its normal capacity of the Brake Van/ Luggage Van as described in Data Sheet. In case of violation, CCM/CMM offices shall impose a penalty per incident as detailed in table below, in addition to charging of extra weight on normal rate.

<i>BS-20</i>	<i>Up to 50,000</i>
<i>BS-19</i>	<i>Up to 30,000</i>
<i>BS-18</i>	<i>Up to 20,000</i>
<i>BS-17</i>	<i>Up to 10,000</i>

In case of repetition the contract will be terminated, fine and loss will be deducted from 15% advance payment or performance guarantee.

- iv. The Contractor shall provide summary of weigh bill to SM/CS (Parcel) in duplicate endorsing one copy for TXR and stations en-route where loading / unloading is done. A penalty of Rs. 5000/- shall be imposed if weigh bill summary is not provided to guard In-charge for en-route checking.
- v. The Contractor shall be responsible for all damages to the said Brake Vans/ Luggage Van and the equipment contained therein, arising out of his or of his servants act of negligence / omission / commission.
- vi. If any derailment / accident occurs on the Railway Administration suffers any loss on account of an unauthorized act of over loading or the luggage by the Contractor he shall be bound to compensate Railway on that account equal to the damages amount.
- vii. The Contractor will be allowed Loading / Unloading at stations where stoppage of train will be at least 5 minutes. The Contractor will not Load / Unload any parcel consignment where the stoppage of train is less than 5 minutes. In case of violation of this clause the contractor will be fined Rs.10000/- per minute.
- viii. For stations en-route where loading / unloading is to be done, and where no Train Examination staff is available, loading and unloading will be done by the Contractor or his nominated representative. He

will issue a certificate to the Guard In-charge that loading beyond the capacity of the Brake Van/ Luggage Van has not been done. At the next train examining station, the train examination staff will check the physical condition of the Brake Van / Luggage Van and issue certificate that no over loading has been done and it is fit to run. In case he detects any change in the physical condition of the Brake Van/ Luggage Van, he shall ask the Contractor's escort to make necessary load adjustment, after which he will issue necessary fit certificate to the Guard In-charge and clause 4 above will apply.

- a. The Contractor shall not load the packages in an uneven condition in the brake van/ Luggage Van & distribute the consignments evenly in all the compartments. The aforesaid condition shall also got ensured by Station Manager / Station Master on duty Commercial Superintendent / Parcel Commercial Supervisor on duty. Head TXR / TXR on duty and Guard In-charge.
- b. If any overloading is detected by an officer / official during checking, the brake van / Luggage Van may be detached on the spot for detailed scrutiny and load may be adjusted according to the agreed loading capacity to avoid safety risk and ensure safe train operation. A detailed report in this connection may also be submitted to CCM office for necessary action.
- ix. The Officers and concerned staff of Commercial, Mechanical as well as Divisional officers/staff i.e. DS, Dy.DS, DTO, DCO, DME, AME, ATOs / ACOs are authorized to check the contents of parcel consignments at any point at any time.
- x. Divisional Superintendents will ensure that overloading in brake van / Luggage Van does not go unchecked as it can jeopardize the safety of passenger carrying trains. Fool proof methods may be evolved to completely eliminate the chances of overloading.
- xi. The contractor shall get the design of office accommodation approved from Pakistan Railways. He will be responsible for keeping the premises neat & clean.
- xii. The Contractor will indemnify Pakistan Railway against any damages caused by the activities of his firm or any of his employees at any time. This provision shall survive the tenure of this agreement.
- xiii. The contractor will get the security clearance of his employees from Pakistan Railway Police without prejudice to other provisions.

4.9 Prohibited Goods

Dangerous, inflammable explosive, smuggled, contraband items / articles and liquor etc. shall not be allowed to be booked in brake van / Luggage Van. In case of Brake van or Luggage van became damaged due to loading of above mentioned articles, the contractor shall have to pay the losses determined by P.R within one month from the occurrence of such incident. In case of detection of any contraband, smuggled, dangerous, explosive and inflammable items by any agency assigned with such responsibility, the brake van / Luggage Van contractor shall indemnify

Railways from any penalty proposed by the said agency for such unlawful activity. Railway Administration shall not be responsible for any such unlawful activity of brake van/ Luggage Van contractor. Furthermore, if the Railway Administration, sustains damages during loading / unloading of brake van / Luggage Van, besides other losses, the contractor shall compensate Railway on that account as determined by Railway Administration. The contractor shall also be liable to pay fine upto Rs.50,000 as imposed by CCM/CMM depending upon the severity of damages.

SECTION 5**APPENDICES**

- Appendix-A** Standard Form for Staff / Personnel to be deployed for the assignment.
- Appendix-B** Standard Form for List / Details of machinery / equipment to be utilized for the assignment.
- Appendix- C** Integrity Pact
- Appendix-D** Criteria for responsiveness check
- Appendix-E** Standard Format of Contract Agreement
- Appendix-F** Evaluation Criteria for Contracting out Brake Van / Luggage Van
- Appendix-G** Compensation Performa
- Appendix-H** Parcel Rates & Carrying Capacity of the offered Trains For Brake Vans/ Luggage Vans

Appendix-A**STANDARD FORM FOR STAFF / PERSONNEL
TO BE DEPLOYED FOR THIS ASSIGNMENT**

Location:

S.No.	Name of Staff	CNIC No.	Position Assigned / Designations	Task Assigned	Clearance Certificate from Police & Union Nazim

NOTE: The above FORM must be filled separately for each location described in TOR / Scope of Services/ Financial Proposal.

**(INTEGRITY PACT)
DECLARATION OF FEES
PAYABLE BY THE Contractor**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: **Outsourcing of Brake Vans / Luggage Van of**

..... [name of Contractor] 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 Contractor] represents and warrants that it has fully declared the fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[name of Contractor] 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, 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 Contractor] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Client:

Name of Contractor:

Signature:

Signature:

[Seal]

[Seal]

Appendix-D**CRITERIA FOR RESPONSIVENESS OF BIDS**

S.No.	CRITERION
1.	Bid is properly signed by an authorized person
2.	Acceptable and proper Bid Security attached or not
3.	Bid Validity according to the Tender Document or not
4.	Standard Form for Staff / Personnel to be deployed for each train
5.	Standard Form for List / Details of Machinery / Equipment to be utilized for this assignment filled or not
6.	Information required through Forms General-1 and General -2 provided or not
7.	Technical Proposal and Financial Proposal properly filled or not
8	Bidder quoted price for all items of technical proposal or not
9.	Is the offer unconditional
10.	Tender Conditions observed / agreed or otherwise.
11	Integrity Pact must be signed and stamped by the Bidder.

Appendix-E**STANDARD FORMAT OF CONTRACT AGREEMENT
FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made at Lahore on the _____ day of _____ (month) 2021 by and between Chief Marketing Manager, **Pakistan Railway** (hereafter called the "Client") of the one part and (hereafter called the "Contractor") of the other part.

WHEREAS the Client is desirous to outsource the Brake van / Luggage Van of the Train No. _____.

The Bid / Financial Proposal submitted by the Contractor has been accepted for a total price of Rs..... (.....*in words*), for the execution and completion of such Assignment / Services. Performance Guarantee (10% of Annual License Fee) has been paid in advance at the time of signing of this agreement vide DD No. _____ dated. _____ drawn on _____. First installment of License fee (15% of the License Fee) has been paid in advance at the time of signing of this agreement vide DD No. _____ dated. _____ drawn on _____. The contractor shall deposit the balance amount in ten equal installments on monthly basis with the CCT/Lahore in advance not later than 10th of each month.

NOW this Agreement witnesses as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the "Conditions of Contract" and "Terms of Reference".

The following documents after incorporating addenda, if any, shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;
- (c) The complete Financial & Technical Proposal;
- (d) General Information;
- (e) Conditions of Contract;
- (f) Terms of Reference;
- (g) The complete Appendices to Bid
- (h) Integrity Pact
- (i) _____ (any other)

In consideration of the payments to be made by the Contractor to the Client the Contractor hereby covenants that he will abide by all the conditions of the contract and terms of reference as covered in bid documents.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year written in accordance with their respective laws.

Signature of the Contractor
(Seal)

Signature of the Client
(Seal)

Signed, Sealed and Delivered in the presence of

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

Appendix- F**Total Marks = 100****TECHNICAL EVALUATION CRITERIA**

	Marks	Breakdown of Marks
Experience in Logistics	30	Up to 3 years: 10 Up to 6 years: 15 More than 6 years: 20
Bank Statement of Last financial year (Total Receipts)	20	Up to Rs. 5 million: 5 Up to Rs. 10 million: 10 Up to Rs. 15 million: 15 More than Rs.15 million: 20
Income Tax Return of last three years	20	Up to Rs 0.5 million: 10 Up to Rs 1 million: 15 More than Rs. 1 million: 20
List of Staff	10	
List of Machinery and Equipment	15	
Availability of Computerized Booking System.	5	

- Qualifying Marks will be 60 %.

Appendix- G**PROFORMA FOR COMPENSATION OF DAMAGE PERIOD
OF BRAKE VAN / LUGGAGE VAN**

Certificate by originating station / en-route station (detaching the Brake Van / Luggage Van

1. Brake Van / Luggage Van was not provided by _____ (train No.) from ____ - _____ (Station) to (Station) on the following dates. _____.

Reason for Not Providing Brake Van / Luggage Van

- i. No Brake Van / Luggage Van came with _____ (train number) on _____

- ii. _____ (train No.) came late by _____ hours and could not provide connection to _____ (train No.) _____.
- iii. Brake Van / Luggage Van No. _____ was available at _____ on this these dates.
2. Brake Van / Luggage Van was found not arrived by _____ (train No.) on _____
_____ (dates)

Signature of Station Superintendent

3. The facts narrated above by _____ may kindly be verified.

Divisional Transport Officer

4. The facts narrated above by _____ may kindly be verified

Divisional Mechanical Engineer

5. Certified that Brake Van / Luggage Van was not provided by _____ (train No.) on _____
_____ and by _____ (train No.) on _____

Total round trips _____ during the month of _____ 2021-22
Details given above in Para 1 & 2 are confirmed.

JTO / Coaching

Appendix- H**PARCEL RATES & CARRYING CAPACITY OF THE OFFERED
TRAINS FOR BRAKE VANS/ LUGGAGE VANS.**

BRAKE VANS			
S. No.	Train	Section	Capacity in tonne
1	Khyber Mail (1Up/ 2Dn)	Peshawar Cantt-Karachi Cantt via Lahore	4.2
2	Greenline (5Up/ 6Dn)	Rawalpindi to Karachi Cantt via Lahore	2.1
3	Tezgam (7Up/ 8Dn)	Rawalpindi to Karachi Cantt via Lahore	4.2
4	Allama Iqbal (9Up/ 10Dn)	Sialkot - Karachi Cantt via Narowal, Lahore	4.2
5	Hazara Express (11Up/ 12Dn)	Rawalpindi – Karachi City	2.1
6	Awam Express (13Up/ 14Dn)	Peshawar – Karachi Cantt	2.1
7	Bahu-din-Zakria (25Up/ 26Dn)	Multan- Karachi Cantt via Rohri	4.2
8	Pak Business Express (33Up/ 34Dn)	Lahore - Karachi Cantt via Sahiwal	2.1
9	Shah Husain (43Up/ 44Dn)	Lahore – Karachi Cantt via Faisalabad	2.1
10	Pakistan Express (45Up/ 46Dn)	Karachi Cantt – Rawalpindi Via Faisalabad, Hafizabad	2.1
11	Sukkur Express (145Up/ 146Dn)	Karachi City-Sukkur via Rohri	4.2
LUGGAGE VANS			
S.No.	Train	Section	Capacity in Tonne
1	Awam Express (13Up/ 14Dn)	Karachi Cantt – Peshawar via Lahore	10
2	Millat Express (17Up/18Dn)	Karachi Cantt – Faisalabad	10
3	Shalimar Express (27Up/ 28Dn)	Lahore – Karachi Cantt via Faisalabad	10
4	Shah Husain (43UP/ 44Dn)	Lahore - Karachi Cantt via Faisalabad, Multan, Rohri	10
5	Pakistan Express (45Up/ 46Dn)	Karachi Cantt – Faisalabad	10
6	Pak Business Express (33Up/ 34Dn)	Lahore - Karachi Cantt via Sahiwal	10

SECTION 6**TECHNICAL AND FINANCIAL PROPOSAL – STANDARD FORMS**

Standard forms shall be used for the preparation of the Technical and Financial Proposal.

TECH: 1 Technical Proposal submission format

FIN: 1 Financial Proposal Submission Form

TECH: 1 TECHNICAL PROPOSAL SUBMISSION FORM

To,

The Chief Marketing Manager

Pakistan Railways,
Headquarters office,
Empress Road,
Lahore.

Dear Sir,

I/We, the undersigned, offer to submit the attached documents in accordance with your Bid Documents and terms and conditions contained therein.

Our Technical Proposal does not contain any false information.

Yours Sincerely

Authorized signatures (in full and initials) _____

Name and Title of Signatory _____

Name of Firm _____

Address _____

FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

To,

The Chief Marketing Manager

Pakistan Railway

Lahore.

Dear Sir,

I/We, the undersigned, offer to undertake the following service/services in accordance with your Bid Documents and terms and conditions contained therein. Our Financial Proposal is as under:

Trains Brake Vans/ Luggage Vans	Annual Bid Amount (Rs. in numbers)	Annual Bid Amount (Rs. in words)

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal. In case, there will be a discrepancy between the Amount in Numbers and Amount in Words, the amount in words shall prevail.

Yours Sincerely

Authorized signatures (in full and initials) _____

Name and Title of Signatory _____

Name of Firm _____

Address _____