



PAKISTAN RAILWAYS
پاکستان ریلویز

INVITATION FOR BIDS

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

Pakistan Railways intends to lease out Pakistan Railway Club for a period of 21 years (with no further extension), by inviting Sealed Bids on Single stage two envelop basis from renowned firm/Group/Companies having relevant experience of Hospitality and Health Club Business.

Bidding documents can be downloaded from Pakistan Railways websites (www.pakrail.gov.pk) or PPRA (www.ppra.org.pk) for information purposes. For submission of Bids, the interested firms/companies can obtain any information and purchase Bidding Documents from Divisional Superintendent, Pakistan Railway, Karachi, I.I. Chundrigarh Road, Karachi City Railway Station, Karachi (+92-21-99213500, 021-99213412) upon cash payment of PKR 10,000 (non-refundable).

All Bids must be accompanied by a Bid Security amounting Pak.Rs.3,000,000 (Three) Million, to be enclosed with Technical Proposal, as per format stated in the Bidding Documents.

Sealed bids shall be delivered at Divisional Superintendent, Pakistan Railway, Karachi, I.I. Chundrigarh Road, Karachi City Railway Station, Karachi, not later than 18th April, 2024, 14:00 hrs PST. Technical Proposals shall be opened on the same date and venue at 14:30 hrs PST, in the presence of bidders who wish to attend the proceedings.


(Muhammad Nasir Khalily)

(Divisional Superintendent)

Pakistan Railways, Karachi

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**DRAFT LEASE AGREEMENT OF
PAKISTAN RAILWAY CLUB, MCNEIL
ROAD KARACHI FOR IMPROVEMENT,
MANAGEMENT & OPERATIONS**

AGREEMENT

FOR

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

Signed between

THE ISLAMIC REPUBLIC OF PAKISTAN

THROUGH

**PAKISTAN RAILWAYS, MINISTRY OF RAILWAYS,
RAILWAYS DIVISION GOVERNMENT OF PAKISTAN**

AND

(PRIVATE PARTY (IES))

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AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made and entered into at _____
on this ____ day of _____, 20__.

By and between

_____ (the "Lessor") through PAKISTAN RAILWAYS, THE MINISTRY
OF RAILWAYS, RAILWAYS DIVISION, GOVERNMENT OF PAKISTAN ("the PR") of the
one part;

(The Lessor and PR hereinafter shall collectively be referred to as "Lessor")

And

(Company Name), a Private Limited Company incorporated under the Applicable Laws of
Pakistan by the selected Bidder and having its registered office at [Insert Address] and
represented herein through Mr./Ms. [inset name], the Authorized Signatory, as authorized
vide Board Resolution dated [insert date] or by Power of Attorney dated [inset date]
executed in his/her favor of the other part;

(hereinafter referred to as "the Lessee", which expression shall include where the context so
permits, it's successors-in-interest and assigns).

(The Lessor and Lessee hereinafter shall collectively be referred to as the "Parties" and each
individually as "Party")

WHEREAS:

- A. The Lessor is the owner of the freehold land measuring 3.83 acres together with any and all improvements situated thereon held under and more particularly described marked in **Exhibit A** hereto;("the Property").

The Lessor is desirous for leasing of Pakistan Railway Club, Mcneil Road Karachi for improvement, management & operations.

- A. ("the Club") by way of delivering 'the possession of the Property for the purposes of: repair, renovation, re-configuration, development, finance, manage, operate, maintain, possess and control the Club, new additions, and any other facilities as deemed necessary and agreed in writing by the Parties after the entry into force of this Agreement.
- B. The Sponsors in response to the invitation/tender documents issued by the Lessor on [insert date] for the proposed lease of the Club submitted a bid/proposal for carrying out the Project on the [insert bid submission deadline] to the Lessor. Pursuant to a competitive bidding process conducted by PR, the Sponsors were informed by the Lessor vide letter dated [insert date] (**the Letter of Acceptance**) that the Sponsors had submitted the highest bid for the Project and that the Lessor had accepted the Sponsor's Bid.
- C. The Sponsors incorporated a special purpose vehicle by the name of _____ (Private) Limited (the "Lessee") which shall undertake the execution of the Project and shall become responsible for all rights, interests and obligations of the Lessee in this Agreement from the date of it having served on the Lessor, a special resolution passed by the Board of Directors of [Company name] (Private) Limited to the said effect.
- D. The Lessor and the Lessee are entering into this Agreement so that the Lessee can carry out the Project based on the terms and conditions set out herein and in a manner that reflects the close co-operation between the public and the private sectors in the development of tourism/hospitality and services industry and efficient management of the PR's asset.

NOW THEREFORE in consideration of the Fees reserved hereunder and the terms and conditions hereof, the Lessor hereby rents, demises and leases to the Lessee and the Lessee takes on lease from the Lessor the Property upon the following terms and conditions.

INTERPRETATIONS AND DEFINITIONS

A. In this Agreement, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings:

"Acre"	means four thousand (4,840) square yards;
"Agreement"	means this Agreement and the Exhibits thereto, as varied, amended or supplemented from time to time by the Parties and which shall be read as an integral part of this Agreement;
"Bid"	means the detailed bid proposal submitted by the Sponsors for the Project on <insert bid submission date> attached as Exhibit I ;
"Business Day"	means a day in which banks are open for business in Karachi, Pakistan;
"Calendar Year"	means the Gregorian Calendar Year;
"the Club "	means the buildings comprising of all the facilities and other ancillary activities as described in Exhibit B ;
"Company"	means the company by the name of <____> (Private) Limited, (the "Lessee") formed by the Sponsors for the execution of the Lease Agreement;
"Commencement Date"	means the date of fulfilment or waiver of the condition precedent enumerated under clause 1.4;
"Conditions Precedent"	means the conditions precedent to be fulfilled by the Lessor prior to the Lease Commencement Date and delivery of possession of the Property to the Lessee; more particularly stated in Clause 1.4 hereof;
"Consents"	means all such approvals, consents, authorizations, notifications, concessions, acknowledgements, agreements, licenses, permits, decisions or similar items required to be obtained from GOP and/or Public Sector Entity for the Lease Term required by the Lessee to fulfil any obligations under this Agreement;
"Day"	Means Callender day;
"Dispute"	bears the meaning attributed thereto in Clause 22;
"Duties"	means and includes customs duty levied under the Customs Act, 1969 and sales tax levied under the Sales Tax Act, 1990 both as amended from time to time;
"Entry into Force CPs"	Has the meaning specified under clause 1.4;
"Existing Members"	mean the Club members holding active and non-active memberships on the date of signing of the Agreement;
"Expiry Date"	means the last day of the Lease Term pursuant to this

	Agreement;
"Financial Year"	means a period of twelve (12) months beginning from July 01 and ending on June 30 of the subsequent year;
"Upfront Fee"	means a fixed amount to be paid by the Lessee in accordance with the Upfront Fee Schedule as prescribed in Exhibit C , irrespective of operational performance of the Lessee;
"Force Majeure Events"	meaning attributable thereto in Clause 20;
"Foreign Currency"	means currency other than Pakistani Rupees;
"GOP"	means the Government of the Islamic Republic of Pakistan;
"Government of Sindh"	means the Government of the Province of the Sindh;
"Investors"	mean the shareholders of the Lessee from time to time;
"Laws of Pakistan"	mean all Federal, Provincial and Local Laws of Pakistan and all Orders, Rules, Regulations, Statutory Regulatory Orders (SROs), Executive Orders, Decrees, Policies, Judicial decisions, Notifications or other similar Directives made pursuant thereto issued by any executive or administrative, legislative or judicial Authority or any one or more of them and which may be amended from time to time;
"Lease hold Rights"	means all the exclusive and irrevocable lease and possession rights, licenses, easements and interests in, under, above and over the Property including without limitation, the rights to use and right to have uninterrupted access, to the Property leased to the Lessee by the Lessor from the Lease Commencement Date for the Lease Term or any extension thereof for carrying out the Project;
"Lease Commencement Date"	means Effective Date;
"Lease Term"	means the period of 21 years commencing from the Lease Commencement Date in pursuant to Clause 2.2;
"Lessee"	means <Insert company name>;
"Lessee's Event of Default"	shall have the meaning ascribed in Clause 21.1;
"Lessor"	means <insert name> through Pakistan Railways, Ministry of Railways, Railways Division, Government of Pakistan;
"Lessor's Entitlement"	means quoted Upfront/premium Fee and quoted annual rentals and Penalty or any other payment due to Lessor as may be mutually agreed by both Parties in writing;
"Lessor's Event of Default"	shall have the meaning ascribed to it in Clause 21.3;
"Members"	mean the existing and prospective members of the Club;
"Month"	means a month according to the Gregorian Calendar;

"Operations Phase"	means the period commencing on the Lease Commencement Date and ending on the Expiry Date;
"Pakistan"	means the Islamic Republic of Pakistan;
"Party/Parties"	means either the Lessor or the Lessee or both, as the case may be;
"Performance Security"	means Performance Security to be submitted by the Successful Bidder equal to Annual rentals of one year as specified in financial model submitted by the Bidder.
"Person"	means a natural or a non-natural person;
"Project"	means and includes the leasing of the Property/the Club by the Lessor to the Lessee for the work as specified in the Clause 2.1;
"Property"	means freehold land measuring 3.83 acres together with any and all improvements situated thereon, and all rights, easements, appendages, privileges and appurtenances pertaining thereto, if any; held under and more particularly described marked in Exhibit A hereto;
"Prospective Members"	means a person to be a member of the Club subsequent to the date of signing of the Agreement;
"PR"	means Pakistan Railways, Ministry of Railways, Railways Division, Government of Pakistan;
"Public Sector Entity"	means the GOP and the Government of Sindh and any subdivision of either, any local government authority with jurisdiction over the Lease, the Project or any part thereof, Courts or Tribunals in Pakistan and any department, authority, agency or judicial body of the GOP, the Government of Sindh, or any such local governmental authority and includes PR or any department, authority or agency from which Consents are to be obtained, and any authority or other person(s) having jurisdiction under the Laws of Pakistan with respect to the Parties and the financing, designing, construction, operation or maintenance of the Project;
"Public Utility"	means water supply, electricity supply, telecommunication system, sewerage system, petroleum, gas supply and other utilities & amenities for the benefit of the public;
"Rupees / PKR"	means the lawful currency of the Islamic Republic of Pakistan;
"Sponsors"	Names of all the Sponsors (JV partners) whose bid was approved and accepted by PR;
"Termination Date"	means the date of termination of this Agreement or early

	termination pursuant to termination as specified in Clause 21;
"Upfront Fee/Premium"	means accumulated amount to be paid outright within eight (8) weeks from the date of issuance of Letter of Acceptance;
"Week"	means a 7-day cycle beginning on Monday and ending on Sunday;

- B. All references to "the Lessor" in this Agreement shall also be a reference to "PR" and vice versa.
- C. All references to "the Property" in this Agreement shall also be a reference to "the Club" and vice versa.
- D. References to clauses, Exhibits and Recitals are references to clauses, exhibits and recitals of this agreement and references to Sub-clauses, Paragraphs and Sub-paragraphs are, unless otherwise stated, references to sub-clauses of the clauses or paragraphs of the sub-clauses (or, as the case may be, exhibit) or sub-paragraphs of the paragraph in which the reference appears.
- E. The headings to the Clauses and Paragraphs are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- F. Where an act is required to be done within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date so specified.
- G. The Recitals hereinbefore form and are to be read as an integral part of this Agreement and shall be given effect accordingly.

1 THIS AGREEMENT

1.1 ASSIGNMENT AND GRANT OF RIGHTS AND LICENSE

In consideration of the mutual covenants and obligations of the Parties hereto and in pursuance of the accepted Bid of the Sponsors, the Lessor hereby irrevocably and exclusively grants and legally assigns to the Lessee during the Lease Term unless terminated earlier according to the terms of the Agreement:

- i. The Leasehold Rights in respect of the Property for carrying out the Project and include the right to perform all activities necessary in relation to the completion of the Project;

1.2 DELIVERY OF THE PROPERTY

- i. The Lessor shall subsequent to completion of Clause 1.4 deliver possession of the Property to the Lessee free from obligations and encumbrances as identified in **Exhibit A**.
- ii. The Property shall be delivered to the Lessee with vacant possession with all buildings, structures, utilities, boundary walls, landscape including trees & shrubs, services; intact and on an "as is where is" basis.
- iii. The Property is to be delivered to the Lessee without transfer of old liabilities, debts, corporate and any other types of taxes (direct including income tax, wealth tax, sales tax, customs duty, excise duty, levies, rates, cess, transfer fees, property taxes, etc.) and utility charges and all other such charges, burdens or other onus. Any outstanding liability before the Commencement Date shall be the responsibility of the Lessor and Lessee shall not be bound to pay any such amount. If the payment becomes imminent for the operation of the Club, the Lessee may with prior written request from the Lessor, pay and settle any such outstanding dues on behalf of the Lessor and adjust the same into subsequent payments due to Lessor after due notice to the Lessor. The Lessor shall provide to the Lessee verified and attested copies of the relevant utilities' bills upon request by the Lessee. Subsequently if any claim or liability comes to surface pertaining to the period before the lease commencement date it shall also be the responsibility of the Lessor and Lessee shall hold no responsibility in this regard
- iv. The Lessor shall have a right over all the receivables including those due from the Existing Members at the Lease Commencement Date. Subsequently if any claim or receivable comes to surface pertaining to the period before the lease commencement date, it shall be the sole right of the Lessor and Lessee shall hold no right in this

regard except up to receiving it on the behalf of the Lessor and surrendering the same to the Lessor. Similarly, the claims of the existing members, approved secured and unsecured creditors and any other kind of dues whatsoever pertaining to the Club shall be the responsibility of the Lessor, whether or not existing as at the date of delivery of the Property.

- v. Lessee shall have no right to unblock memberships without clearance of outstanding dues, of such members of the Club, whose membership have been blocked due to non-payment of dues and their dues remained unpaid till the lease commencement date. The outstanding dues of such members settled subsequent to lease commencement date shall be collected by the Lessee and surrendered to the Lessor and Lessee shall have no right or claim over such amounts.
- vi. Amounts received in respect of advance bookings and commitments made relating to it, till the Lease Commencement Date, and not already fulfilled; the responsibility of fulfilling those commitments shall be transferred to the Lessee along with advances received and the Lessee shall ensure such obligations are fulfilled by it on behalf of the Lessor.

1.3 LEASE COMMENCEMENT DATE

The Lease Term shall begin from the Lease Commencement Date for a period of 21 years unless terminated earlier as per terms and conditions of this Agreement.

1.4 CONDITIONS PRECEDENT

The Conditions Precedent for the Lease Commencement Date shall be the following:

- a) The precise boundary, location and area of the Property and the Club facilities as is where is status shall have been surveyed and determined by a Joint Surveyor of Lessor & Lessee and a copy of the survey report shall be attached hereto as **Exhibit A, Exhibit B, Exhibit B-I and Exhibit G**, respectively, prior to the Lease Commencement Date;
- b) the Lessee has provided the Performance Security to the Lessor that remains effective and valid till six (6) months from the Expiry Date of the Lease Term.
- c) Lessee has executed:
 - (aa) the EPC (engineering, Procurement & Construction) Contract between itself and the Construction Sub-contractor, if so, required by the Lessee;
 - (bb) Shareholders Agreement; and

- (cc) In case of JV, a resolution of the respective JV members as well as the Sponsors to Undertake the Project and abide by the terms and conditions of the Agreement.
- d) Lessee has procured, all the Consents not falling within the purview of Lessor that are necessary for the implementation of the Project and commencement of the Lessee's Works in pursuant to Clause 2.
- e) Lessee has paid Upfront Fee/Premium quoted within 8 (eight) weeks from the date of issuance of Letter of Acceptance by the Lessor.

2 LESSEE'S WORK & TERM

2.1 LESSEE'S WORK

- a) Subject to and in accordance with the provisions of this agreement, Lessor hereby grant lease of the Property including the exclusive right, license and authority during the subsistence of this agreement to design, construct, install, commission, operate, implement and maintain the Project and the Lessee hereby accepts the lease and agrees to implement the Project, which include without limitations, the following activities:
- i. Carrying out of the works and generally developing, designing, engineering, financing, commissioning of Property;
 - ii. Restoration, refurbishment and renovation of the Club;
 - iii. Repair, maintenance, renewal, rectification or replacement works or any other equipment, fitting or fixture during the development or Operation Phases of the Project;
 - iv. Provision of the Services during the Operations Phase;
 - v. Collect and charge revenue from the services as per provisions of this Agreement till Termination Date or Expiry Date, whichever is earlier; and
 - vi. Transfer of Property & the Club to Lessor at the end of the Lease Term in accordance with the applicable provisions of this Agreement.
- b) In addition to Lessee's maintenance obligations hereunder, Lessee shall, at its sole cost and expense, invest at least a total of PKR <-> over the Term in Capital Improvements to the Property. For the purposes of this Lease, "Capital Improvements" shall mean any labor or materials which modify the Property or which create or modify including but not limited to clubhouse renovation, improvements; renovation, improvements to storage facilities or garages and road construction or improvements and those specified in **Exhibit G**.

- c) All Capital Improvements and other alterations or additions to the Property made by Lessee shall be performed in accordance with Clause 2.1 hereof and shall become the property of the Lessor upon termination of the Lease.

2.2 LEASE TERM

In consideration of the Property herein, the Lessor hereby grants and the Lessee hereby agrees to accept the lease of the Property for a period of 21 years, beginning from lease commencement date.

3 FEES

The Lessee shall be liable to pay fees to the Lessor with respect to the lease arrangement in the form of _____. The fees shall be paid out of bank accounts maintained by Lessee as prescribed in Clause 7.

3.1 UPFRONT FEE (NON-REFUNDABLE PREMIUM)

An upfront fee/premium quoted shall be paid by the Lessee within eight (8) weeks from the date of Letter of Acceptance.

3.2 RECORDS

The Lessee shall keep, during the Lease Term and for 2 (two) years following termination or expiration of this Agreement, all documents related to services, complete book of accounts as required under Companies Act 2017 and accurate record of all transactions connected with this Agreement including but not limited to, all correspondence and invoices issued and receipts by the Lessor.

The Lessee shall keep full, complete and proper books, records and accounts in accordance with generally accepted accounting principles as applicable. The record maintained should record Gross Revenue and related direct cost of each activity operated in the Club, for the sake of transparency and accountability.

3.3 MODE OF PAYMENT OF LESSOR'S ENTITLEMENT

Payment of all the money due as Lessor's Entitlement, if paid in Pakistan Rupees, shall be made in the form of cross cheque or demand draft or pay order issued in favour of "FA & CAO Pakistan Railways"

3.4 PROCEDURE FOR IMPOSITION OF PENALTY

- (a) If Lessor finds anything contrary to the description and scope of work specified in the technical documents, which are liable to be penalized, the Lessee will be warned in writing at first instance and granted a reasonable time period for rectifying the deficiency. In case Lessee fails to comply with the warning, it shall be penalized to the extent of amount involved in the default as determined by Lessor.
- (b) If during the Lease Term, any governmental or regulatory authority or agency impose any fines or penalties against Lessee or Lessor arising from Lessee's failure to operate and maintain the Property and Club in accordance with applicable Laws, such fines and penalties shall be the sole responsibility of Lessee.

4 MEMBERS' RIGHTS & OBLIGATIONS

1. Access to the Club: The existing and prospective members shall be entitled to all privileges of the Club and use of its facilities after accepting terms & conditions offered by lessee.
2. No financial liability: Membership does not impose any financial liability on members except for such payments as are due to the Club as per terms of membership.
3. No sharing of income: Members are not entitled to receive any income, dividends or other distributions from the operation of the Club.
4. Provision of Membership list: The list of members at the Club is the property of Lessee and may be furnished to members at the sole discretion of the Lessee. The list of members must not be used by or given to any non-member. Furthermore, any unauthorized disclosure of the list of members shall be considered injurious to the character and interests of the Club.
5. Bound by rules: Every Member and person utilizing Members' privilege shall be deemed to agree to be bound by the rules of the Club and defined from time to time by the Lessee for the operation of the Club facility;

5 FINANCIAL RECORD

1. Any query raised by the Lessor on the information/documents/reports provided by the Lessee related to the Club and its operations shall be addressed by the Lessee on immediate basis. Non-compliance of the same after reminder by the Lessor shall be treated as violation of the Agreement.
2. The Lessor shall have access to the financial record, provided the Lessee shall be intimated in writing.

6 INTERNAL AUDIT

The Lessee shall ensure existence of internal audit function in the Club. The Internal Audit function may, however, be outsourced by Lessee to professional services firm or be performed by establishing its own internal audit department by hiring qualified staff for the purpose. The charter of internal audit shall be defined and approved by the

Lessor. The charter shall define the scope of their work and reporting mechanism. Every internal audit report shall be submitted to the Lessor and any clarification required by them shall be submitted on immediate basis. The head of internal audit shall be reportable to the board of directors of the Company formed by Lessee for the execution of the lease contract. In case of the internal audit, a professional firm shall be hired to perform internal audit, the firm shall be selected from those given in **Exhibit E**, other than the one who shall be acting as statutory auditor of the Company.

7 BUDGETS, BANK ACCOUNTS & COLLECTIONS

- a) Lessee shall collect all sums due from the Club operations in the ordinary course of business and shall deposit such sums into a bank account (the "Operating Account") in the name of the Company. The account shall be operated by the Lessee's representatives. All funds in the Account shall be the exclusive property of Lessee. Lessee shall keep detailed records of all bills and invoices received from the Club's operations in accordance with this Lease and shall pay all bills as and when the same become due unless contested in good faith.

8 USE

A. PERMITTED USE

The Lessee shall not use, construct, nor permit or suffer the use of, the Property for any business or purpose other than solely and specifically for the purposes as set forth herein without the prior written consent of the Lessor.

B. USES PROHIBITED

The Lessee shall not do or permit or suffer anything to be done in or about the Property which will in any way obstruct or interfere with the rights of residents of the neighborhood of the Property nor shall the Lessee use/or allow the Property to be used for any unlawful or offensive purpose, nor shall the Lessee cause, maintain or suffer or permit any nuisance in, on or about the Property. The Lessee agrees that during the Lease Term, the Property shall be kept in a clean and wholesome condition, free of any objectionable noises or odors and that all health and police regulations shall in all respects and at all times, be fully complied with by the Lessee. The Lessee shall not commit or allow to be committed any waste in or upon the Property. If the use permitted under this Lease shall be a use that may generate excessive noise, offensive odors or other offensive impacts which could be a nuisance to surrounding neighborhood, the Lessee shall be responsible for installing, providing for and maintaining, at the Lessee's sole cost and expense measures to mitigate the nuisance or potential nuisance.

C. OPERATION OF BUSINESS

The Lessee shall conduct its business on the Property during the entire Lease Term with diligence and efficiency.

The Lessor agrees that such management and operation of the existing & proposed Project facilities, including condition and appearance of the Property, shall be conducted in accordance with the highest modern professional operations & management standards employed at top clubs of the country.

In the event, at any time during the Lease Term, a condition should exist in, on, or about the Property of an emergency nature which, in Lessee's sole and absolute discretion, requires immediate action to preserve and protect the Property, to better assure the Property's continued operation, or to protect the Property's members, guests, or employees. Lessee is bound to take all steps and to make all reasonable expenditures necessary to repair and correct any such condition, and Lessor shall not be bound to bear any of such expenditure.

D. COMPLIANCE OF LAW

The Lessor shall also be under an obligation at its sole cost and expense to faithfully observe and promptly comply with all local, provincial or federal laws, statutes, ordinances and governmental regulations and requirements now in force or which may hereafter be in force with respect to the Lessor allowing the Lessee to use, occupy and possess the Property and conduct business thereon. However, the permissions required from the Federal as well as from Provincial Public Sector Entities for the operation of the Club shall be the sole responsibility of the Lessee. Any related cost shall be paid for by the Lessee.

E. HAZARDOUS MATERIALS AND SAFETY PRECAUTIONS

- (a) The Lessee shall at all times and all respects comply with all federal, provincial and local laws, ordinances, rules and regulations relating to hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials as hereinafter defined.
- (b) The Lessee shall not cause or permit any Hazardous Materials to be brought upon, kept, stored, generated, treated, manufactured, produced, disposed of, discharged, released, spilled or used in, on or about the Property by the Lessee. If the Lessee breaches the obligations stated herein, or if the presence of Hazardous Materials on the Property caused or permitted by the Lessee results in contamination of the Property or any adjacent property, then the Lessee shall indemnify, defend and hold

harmless the Lessor from and against any and all claims, judgments, actions, damages, penalties, fines, forfeitures; costs, expenses, liabilities or losses which arise during the Lease Term or any extension hereof, as a result of such breach.

- (c) The term "Hazardous Materials" in this Clause shall mean any flammable item, explosive, radioactive material, hazardous or toxic substance, material or waste or related materials.
- (d) The Lessee shall comply with all applicable safety laws and regulations in its design, access arrangements and operations on the Property, including, without limitation, Applicable Laws and Applicable Permits and the most recent revisions of standards published by the International Organization for Standardization for the protection of the environment and human health and safety. The Lessee shall, from the Lease Commencement Date until the Expiry Date, provide:
- i. fencing, lighting, guarding, watching and protection of the Property;
 - ii. temporary roadways, footways, flagmen, warning signs, guards and fences which may be necessary for the accommodation and protection of employees and occupiers of adjacent land, the public and others;
 - iii. reasonable measures for the prevention of fires;
 - iv. the elimination of excessive dust or smoke;
 - v. the protection of overhead utility lines, underground pipes, conduit or cables;
 - vi. protection of adjacent properties from subsidence, collapse, discharge, and from dust, smoke, fire and chemical or other intrusion from the performance of any works at the Property;
 - vii. personal protection equipment for all personnel (as need be); and
 - viii. first aid facilities for all personnel.

9 MAINTENANCE & REPAIR

A. MAINTENANCE AND REPAIR BY LESSEE

The Lessee shall at all times throughout the Lease Term, at its sole cost and expense, keep the Property in good order and condition in accordance with the best practices and maintenance standards. The costs and repairs shall be paid by the Lessee. The bills and invoices for Lessee's costs shall be delivered directly to the Lessee by the contractor providing such services. Without limiting the generalities thereof, the Lessee shall keep the glass of all windows, doors and showcases clean and presentable; replace immediately all broken glass in the Property; at reasonable intervals paint or refinish the interior of the Property, including entrances; make any necessary repairs to or replacements of, all door closure apparatuses and mechanisms; keep all plumbing clean and in good state of repair including pipes,

drains, toilets, basins, water heaters; and keep all utilities (including circuit breaker and panel boxes and Lessee's meters) within the Property in a good state of repair.

Lessee hereby agrees to expend PKR <-> for maintenance and repairs immediately after the signing of this Agreement as per list given in **Exhibit G**. In this regard, the Lessee shall maintain complete record to make it accessible to the Lessor.

B. EQUIPMENT & MACHINERY MAINTENANCE

- a) Lessee must provide, install and maintain at its own cost and expense, all equipment required for the operation and maintenance of the Club. Lessee will be required to repair and maintain, at Lessee's own cost and expense, all equipment and furnishings according to reasonable standards. Further, Lessee will furnish, at Lessee's own cost and expense, all expendable, plus any items of equipment which were purchased with insurance proceeds received due to the damage, destruction or theft of items of the Club, in the same condition as originally delivered to Lessee, reasonable wear and tear excepted. Any other items of equipment which were purchased by Lessee shall remain the property of Lessor at the end of Lease Term or upon termination.

Equipment necessary for the successful operation of the Club shall be replaced at Lessee's own expense.

- b) Upon expiration of the Lease, Lessee shall redeliver to the Lessor all of the Property listed on **Exhibit A** and **Exhibit B**, plus any items of equipment which were purchased with insurance proceeds received due to the damage, destruction or theft of items of the Personal Property including any other items of immovable material which were purchased by Lessee for development of building infrastructure as part of capital expenditure.
- c) The Lessor hereby confirms that all of the infrastructure listed in **Exhibit B-I**, attached hereto, is owned by the Lessor and is free and clear of any and all liens and encumbrances of any kind, is, and shall at all times during the Term, remain located at the Club for the unrestricted and unconditional use by Lessee and its employees, for the purposes of performing Lessee's Work as set out in Clause 2. From time to time during the Term, Lessee may, in its sole discretion, may purchase new pieces of equipment and/or machinery as it deems necessary or appropriate in connection with its performance obligations. All pieces of removable equipment or machinery so purchased and installed temporarily by Lessee during the Term shall at all times be and remain the exclusive property of Lessee at the end of Lease Term. In case of termination of agreement, the installed equipment and machinery shall be forfeited alongwith the performance guarantee by Pakistan Railway Administration.

10 UTILITIES

A. LESSEE'S OBLIGATIONS

- a) The Lessee shall pay, at its sole cost and expense, all charges for water, gas, electricity, telephone service, cable service, sewer service charges and sewer rentals charged or attributable to the Property, and all other services or utilities used in or upon the Property by the Lessee from the Lease Commencement Date and throughout the Lease Term hereby created and any extension thereof including the cost of installing new meters thereon (including service and connection fees, if any).

B. LESSOR'S OBLIGATIONS

- (a) The Lessor shall on the request of the Lessee use its best endeavors to provide to the Lessee, in a timely manner so as not to interfere with the regular progress of the Lessee's Works, with such information as it holds or is available to it in respect of Public Utilities in, under, above or through the Property;
- (b) The Lessor shall render all reasonable assistance as may be necessary to support the Lessee in relation to any such applications relating the utilities to the relevant public authorities or companies or other undertakings provided that the Lessee has complied with all statutory and other legal requirements necessary for such applications.

11 LIENS AND ENCUMBRANCES

A. LIENS

The Lessee shall keep the Property free from (and shall indemnify, defend and hold Lessor harmless from and against) any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

B. ENCUMBRANCES

The Lessee shall not cause or suffer to be placed, filed or recorded against the title to the Property, or any part thereof, any mortgage, or other encumbrance; and further, in no event shall the Lessee encumber the leasehold Property created pursuant to this Agreement.

12 ASSIGNMENT, MORTGAGING AND SUBLETTING

A. ASSIGNMENT, MORTGAGE OR SUBLEASE

Neither Lessee, nor Lessee's legal representatives, successors or assigns, shall directly or indirectly, voluntarily or by operation of law, assign, transfer, hypothecate, mortgage or encumber this Property. Any such act shall be considered a material breach of this Agreement by the Lessee. The Lessee shall not be entitled to sub-lease all the rights vested with the Lessee to any third party.

Any changes in the composition with regard to sale or transfer of shareholding in the Company other than to members of the JV, or in case of any change affecting the respective rights and obligations or the voting powers of the members of the consortium other than through the members of the JV, the Lessee shall require an advance written consent of the Lessor, whose consent may be withheld in Lessor's sole and absolute discretion and be subject to such conditions as Lessor shall deem appropriate. Any such change without the Lessor's consent shall be treated as a material breach of a term of this Lease.

Lessee shall not voluntarily or by operation of law, (1) mortgage, pledge, hypothecate or encumber this Lease or any interest herein, (2) assign or transfer this Lease or any interest herein, sub-lease the Property or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees and invitees of Lessee accepted) to occupy or use the Property, or any portion thereof, without first obtaining the written consent of Lessor, whose consent shall not be unreasonably withheld.

Without limiting the other transaction(s) that may constitute or result in an assignment of this Lease, each of the following shall be deemed to be an assignment under this Lease:

- a. the merger or consolidation of Lessee with or into another entity, whether or not Lessee is the surviving entity, except a merger of Lessee into a wholly-owned subsidiary to affect a re-incorporation in another state;
- b. the commencement of liquidation proceedings or the dissolution of Lessee (whether or not in connection with liquidation proceedings);
- c. the conversion or change of Lessee into another type of entity; and
- d. the reorganization or restructuring of Lessee, including, without limitation, by a spin-off or split-off; and
- e. the change in the identity of such number of "controlling persons" as, under the organizational documents of Lessee, is the minimum number of persons required to approve any act involving the management or operation of the business of Lessee.

For the purpose of this Clause the term "controlling persons" means the members or managers of Lessee, or other persons having equivalent control over said approval if

another entity, and the term "organizational documents" means the articles of organization or certificate of formation and operating agreement of Lessee or equivalent documents governing Lessee's organization and governance if Lessee is another entity.

13 LICENSES AND TAXES

A. LESSOR'S OBLIGATION

The Lessee shall pay at its sole cost and expense any and all taxes including property taxes levied by Federal or Provincial Governments, if applicable.

B. LESSEE'S OBLIGATION

The Lessee shall be liable for and shall pay any charges or fees payable under the Registration Act, 1908 and/or the Stamp Act, 1899, and/or the corporate tax throughout the Lease Term, all other license and excise fees and occupation taxes covering the business conducted on the Property.

C. INTELLECTUAL PROPERTY

During the Lease Term, Lessee shall have all of right, title and interest in the names "*<insert company name>*", and any variations thereof, trademarks, service marks and applications thereof (collectively, the "Trade name") and all of Lessor's right, title and interest in all intellectual property (other than the Trade name), including all intangibles, copyrights, copyright applications, trade names, trademarks, brand names, software, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Lessor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Lessor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

14 REPRESENTATIONS AND WARRANTIES

A. LESSOR'S REPRESENTATIONS AND WARRANTIES

The Lessor hereby represents and warrants to the Lessee as of the date of this Agreement that:

- (a) it is duly created pursuant to the Railway Act, 1890; is existing and, in so far as it is material to the Lessee, has complied fully with all other applicable Laws of Pakistan, and that there are no proceedings pending against it or to the best of its knowledge,

threatened for the dissolution of Lessor including a withdrawal or revocation of its powers under the Railway Act, 1890;

- (b) this Agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligation of it;
- (c) this Agreement has the approval of the Pakistan Railways and as far as it is aware, the execution, delivery and performance of this Agreement does not and will not constitute a violation of any statute, judgement, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction or applicable relating to it, its assets or its business;
- (d) it shall comply and abide with the terms and conditions herein;
- (e) the Property is free from all encumbrances including without limitation mortgages, liens, licenses, assignment and any liability prior to this Agreement;
- (f) there is no restriction or prohibition over the Property in respect of the Lessee's Works and business to be conducted on the Property with reference to the Project; and
- (g) the land area, vicinity and boundaries of the Property are as described and marked in **Exhibit A** hereof.

B. LESSEE'S REPRESENTATIONS AND WARRANTIES

The Lessee hereby represents and warrants to the Lessor that:

- (a) it is a Company validly existing under the Laws of Pakistan and is in good standing and has all requisite power and authority to conduct its business and to own its properties and that it has the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- (b) This Agreement constitutes the legal, valid and binding obligations of the Lessee;
- (c) The Lessee is duly authorized to execute and deliver this Lease. A certified copy of the Corporate Resolution authorizing and consenting to this Lease and the execution thereof is attached in **Exhibit D** hereto;
- (d) The Lessee shall pay the Lessor's Entitlements as provided herein at the times and in the manner mentioned herein;

- (e) The Lessee shall comply and abide with the terms and conditions herein;
- (f) The Lessee shall inform the Lessor in advance of any change in the composition and/or voting powers of the members of the Lessee and the Lessor shall accept such changes except where such changes are detrimental in the sole opinion of the Lessor to its rights under this Agreement; the Lessor's Entitlement as provided herein shall not be affected and remain unchanged due to any change in the composition and/or voting powers of the members of the Lessee; and
- (g) The Lessee shall ensure compliance with all Pakistani Laws including provisions of the Pakistan Engineering Council Act, 1975 (Act of 1976) and Rules made thereunder, by its contractors, sub-contractors or any other persons acting in similar capacity on behalf of the Lessee.

The warranties and representations made by all Parties as set out hereto shall remain true and accurate and fully complied with in all respect and shall continue to subsist for so long as may be necessary for the purpose of giving effect for each and every one of them.

15 LESSOR'S COVENANTS

The Lessor hereby covenants with the Lessee as follows:

- i. that the Lessee, upon fully complying with and promptly performing all of the terms, covenants and conditions of this lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have quiet enjoyment rights with respect of the Property for the lease term set forth herein, subject to all provisions of this lease;
- ii. that the Lessor will not at any time after the execution of this Agreement and during the lease term mortgage, charge, assign, transfer, sell, convey, let, sub-let, lease or otherwise deal with the Property or any part thereof;
- iii. that the Lessor shall recognize and give effect to all members of the Club and their rights and interests as members thereof;
- iv. that the Lessor shall not except in case of default by the Lessee, do, perform or omit to do, perform any act or thing which will in any manner undermine the leasehold rights and the rights to erect, reconfigure, procure, construct, finance, develop, operate, manage, maintain and control the Project;

- v. the Lessor shall ensure that access to the Property is not closed temporarily or permanently or restricted in any way during the lease term due to any direct act of the Lessor;
- vi. the Lessor shall support and use all reasonable efforts to expedite the consideration of the Lessee's applications for the consents and the timely issuance thereof by the relevant Public Sector Entity;
- vii. whenever there is reference in this agreement to an act by or obligation of the Lessor, such act or obligation is authorized by and on behalf of the Government of Pakistan;
- viii. that the Lessor has all necessary powers to commercialize the Project and in respect of all other matters, which are the subject of this Agreement and has the right, but not an obligation, to transfer such of those powers to the Lessee as may be required to uphold the terms and obligations of this Agreement; and
- ix. that the Lessor shall not (i) in any way amend or obstruct the design, management or operation of the Project or any part thereof - except as provided for in the Agreement and the reasonable inspection of the Project as specified in this Agreement, (ii) do any act or be party to any intentional act which would cause, or be likely to cause damage to any part of the Project or be otherwise inconsistent with the terms of the Agreement.

16 PERFORMANCE SECURITY

- 16.1 The Lessee has provided and delivered to the Lessor, Performance Security equivalent to quoted Annual rentals as specified in the financial model submitted by the Bidder. The Performance Security shall secure all of the Lessee's obligations, liabilities, payments, liquidated damages, indemnities, representations, guarantees, warranties and responsibilities during the Lease Term.
- 16.2 The Performance Security shall be in the form of an unconditional bank guarantee from 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) or a country abroad acceptable to the Lessor in the form specified in **Exhibit F** which shall remain valid till six (6) months from the Expiry Date of the Lease Term. In case the Performance Security is issued by a foreign bank, it shall be counter guaranteed by a scheduled bank in Pakistan.

17 INSURANCE

During the entire Lease Term, the Lessee shall, at its own expense, maintain adequate commercial insurance over the Property and the Club, with a reputable insurance company in accordance with Laws of Pakistan.

18 INDEMNITY

The Lessee shall defend and indemnify and keep the Lessor, its officers, and employees, and hold the Lessor and its officers and employees indemnified and harmless at all times after the date hereof, from any and all losses incurred, suffered, sustained or required to be paid, directly or indirectly, by or sought to be imposed upon, the Lessor and its officers and employees for personal injury or death to persons or damage to Property arising out of the negligent or intentional act or omission of the Lessee in connection with this Agreement.

19 FORCE MAJEURE

A. INABILITY TO PERFORM

Neither the Lessor nor the Lessee shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement or any part thereof as a result of the occurrence of any Force Majeure acts. Notwithstanding anything contrary contained in this Agreement, payments due under this Agreement from the Lessee to the Lessor shall not be excused due to a Force Majeure Act.

B. FORCE MAJEURE ACTS

A "Force Majeure Act" shall mean an act not within the control of the Party affected, which that Party is unable to prevent, avoid or remove and shall include:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism, civil riots and provincialism;
- (b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
- (d) natural catastrophe including, but not limited to earthquakes, floods, subsidence, lightning or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take effective precautions;
- (e) riot and disorders, strike, lockout, labor unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Lessee, its contractors, which causes or can reasonably be expected to cause, either party to fail to comply with its obligations hereunder.

C. NOTICE

If an act of Force Majeure occurs by reason of which the Lessor or the Lessee is unable to perform its obligations under this Agreement or any part thereof, the Lessor or the Lessee shall immediately inform the other Party in writing of the occurrence of such act of Force Majeure, its consequences and the cessation of such event.

D. NON-RELIANCE

Neither Party shall be entitled to rely upon the provisions of Clause 20.2 if both Parties reasonably determine that an act of Force Majeure has not occurred. If either Party does not agree that an act of Force Majeure has occurred then the dispute shall be dealt with in accordance with this Agreement.

E. FRUSTRATION

If an act of Force Majeure continues for a period of <____> Days and either party reasonably considers that such act of Force Majeure is widespread throughout the country and of such severity or to be continuing for such a period of time that it effectively frustrates the original intention of this Agreement, then this Agreement may be terminated by either party.

20 DEFAULT BY THE PARTIES AND TERMINATION

A. DEFAULT BY THE LESSEE

The occurrence of any one or more of the following events shall constitute a default (each, a "Lessee Event of Default") and breach of this Agreement by the Lessee:

- (a) failure by the Lessee to make any payment of the quoted Upfront Fee and quoted Annual rentals or any other payment due to the Lessor as and when due;

- (b) the Lessee abandons the Property for sixty (60) Days or more at any time during the Lease Term; and
- (c) the Lessee commits any material breach of the terms and covenants herein which is not remedied within sixty (60) Days after notice by the Lessor to the Lessee, which notice states that a material breach of this Agreement has occurred that could result in termination of the Agreement, identifies the breach in question in reasonable detail and demands remedy thereof.

B. LESSOR'S RIGHT TO TERMINATE

The Lessor may terminate this Agreement due to the Lessee Event of Default or Railway Board decides to terminate the lease deed for any reason whatsoever without any further notice. In the event of any other default by the Lessee, the Lessor shall give notice to the Lessee specifying the default and requiring the Lessee to remedy, correct or make good the default within a period of not more than sixty (60) Days from the date of such notice or such other period as may be agreed in writing by the Parties hereto, failing which the Lessor may terminate this Agreement and thereafter neither party shall have any obligations towards each other under or in relation to this Agreement, except those provided in this Agreement.

C. DEFAULT BY THE LESSOR

The occurrence of any one or more of the following events shall constitute a default (each a "Lessor Event of Default") and breach of this Agreement by the Lessor:

The Lessor commits any material breach of any of its obligations under this Agreement, which is not remedied within sixty (60) Days after notice by the Lessee to the Lessor, which notice states that a material breach of this Agreement has occurred that could result in termination of the Agreement, identifies the breach in question in reasonable detail and demands remedy thereof.

D. LESSEE'S RIGHT TO TERMINATE

In the event of any such default by the Lessor, the Lessee shall give notice to the Lessor specifying the default and requiring the Lessor to remedy, correct or make good the default within a period of not more than one hundred and eighty (180) Days from the date of such notice, failing which the Lessee may terminate this Agreement and thereafter neither party shall have any obligations toward each other under or in relation to this Agreement except those provided in this Agreement.

21 DISPUTE RESOLUTION

A. AMICABLE SETTLEMENT

In the event that any misunderstanding, disagreement or dispute shall arise concerning any aspect of this Agreement, including any dispute touching the validity or the construction, meaning or effect of this Agreement, or the rights or liabilities of the Parties hereunder, or any matter arising out of the same, or connected herewith, the Parties hereby covenant that, in keeping with the cordial relationship of good faith and mutual trust that exists between them, they will exercise earnest efforts and use their best endeavors to resolve any such misunderstanding, disagreement or dispute in an amicable manner so as to eliminate any discord and avoid any conflict.

B. ARBITRATION

In the event that such dispute, difference or question cannot be resolved amicably between the Parties, then such dispute may be referred by any party giving a notice in writing to the other party requiring the dispute to be settled by arbitration in accordance with the following clauses:

- (a) The arbitration shall be in accordance with Arbitration Act, 1940. The arbitration proceedings shall be held in Lahore, Pakistan and CEO/Sr. General Manager, Pakistan Railway shall act as sole arbitrator. The Agreement shall be construed in accordance with the Laws of Pakistan including Arbitration Act 1940.
- (b) Any arbitration shall be conducted in the English language. The Party in whose favor the arbitration award is granted shall be entitled to recover costs and expenses of administration of the arbitration proceeding.
- (c) The Parties bind themselves and acknowledge and accept as final in all respects any decision or award of an arbitration.
- (d) The Lessor hereby appoints the Director Legal, Pakistan Railways, Pakistan Railways Headquarter Office, Empress Road, Lahore, Pakistan to receive for and on the Lessor's behalf service of process in relation to any suit, action and other proceeding arising out of or relating to this Lease or any transaction contemplated hereby.
- (e) The Lessee hereby appoints *<insert name & designation of person authorized to received legal notices>*, or such person as informed by the Lessee to receive for and on the Lessee's behalf service of process in relation to any suit, action and other proceeding arising out of or relating to this Lease or any transaction contemplated hereby.

22 EXPIRATION OF LEASE TERM AND TRANSFER UPON EXPIRY

A. TRANSFER UPON EXPIRY OF LEASE TERM

a. Inspection

Not less than [•] ([•]) months nor more than [•] ([•]) months prior to the Expiry Date, the Lessee and the Lessor 's Representative shall conduct a joint inspection (the "Final Inspection") of the Project Facility including all Structures forming part of the Project. If no date for the final inspection has been agreed between the Lessee and the Lessor's Representative, the Lessor's Representative may initiate the Final Inspection during such period by giving at least [•] ([•]) Days' notice to that effect to the Lessee and such inspection shall be conducted on the date specified in such notice. The cost of such Final Inspection shall be borne by the Lessee.

Lessee shall prepare a report on final inspection comprising of list of Project Facilities and other contents as deemed necessary and submit the same to Oversee Management Committee for approval.

Lessor may, by notice to Lessee given not later than ninety (90) Days prior to the Expiry Date (except in the event of a termination of this Lease prior to the scheduled Expiry Date, in which event no advance notice shall be required), require Lessee at Lessee's expense to repair any damage caused to the Property.

At the expiration of the Lease Term or early termination due to default of the Lessee, the Lessee shall return possession of the Property to the Lessor together with all fixtures and fittings, appliances, equipment and any and all other improvements to the Property on "as is where is basis", in accordance with the inspection report, whereupon the Lessor shall assume all assets of the Club and the Property from that date onwards and the Lessee's interest hereunder shall cease with immediate effect.

b. Settlement of Payables and Receivables

At the expiry of the Lease Term or early termination of the Agreement, if there is an existing financial liability owed against the Lessee in respect of the Property or the Project, the same shall be settled by the Lessee. The Lessee shall be entitled to all receivables of the Project, outstanding at the time of termination of the Lease Term and shall be liable to all the liabilities of the Project so that the Project is handed over to the Lessor without any liability related to the Project.

23 MUTUAL UNDERTAKINGS

Each of the Parties hereto undertakes with the other to:

- (a) faithfully perform and diligently discharge its obligations under this Agreement;
- (b) take all necessary measures on its part to give legal effect and business efficacy to the provisions of this Agreement; and
- (c) if and when and to the extent requested so to do, sign, execute and perform such further acts, deeds, documents, instruments and things as may be reasonably

required for the purpose of giving full effect to the provisions hereof and carrying out the objective of this Agreement.

24 NOTICES

- (a) A notice, consent, approval or request or other communication under this Agreement must be signed by or on behalf of the Party giving it, addressed to the party to whom it is to be given and delivered, sent by prepaid mail or transmitted by electronic mail to that Party's address stated herein or such other address that the Party may from time to time give notice to the other Party:

For Lessor:

Attention	
Address	

For Lessee:

Attention	
Address	

- (b) A communication given to a Party in accordance with this Clause 25 is treated as having been given and received:
- i. If delivered to that Party's address - on the day of delivery on a Business Day, otherwise on the next Business Day;
 - ii. If sent by prepaid mail, on the tenth Business Day after posting; or
 - iii. If transmitted by email to that Party's address and a correct and completed transmission report is received - on the day of transmission if a Business Day, otherwise on the next Business Day.

25 SUCCESSORS OR ASSIGNS

All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon the Lessor, Lessee and their respective heirs, administrators, executors, successors and permitted assigns.

26 PARTIAL INVALIDITY

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent is held to be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances

other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27 PLATS AND RIDERS

Clauses, Plats, Riders, Exhibits and Addendums, if any, affixed to this Lease are incorporated herein and made a part hereof.

28 WAIVER

- (a) The waiver by the Lessor of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the Upfront Fee/Premium or any other adjustment or sum hereunder by the Lessor shall not be deemed to be a waiver of any preceding default by the Lessee of any term, covenant or condition of this Lease other than the failure of the Lessee to pay the particular sum so accepted, regardless of the Lessor's knowledge of such preceding default at the time of the acceptance of such sum.

- (b) Failure by either Party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any other provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

29 TIME

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

30 LATE CHARGES

If any payment of annual rental is not received by the Lessor on or before the date such sum is due in this Agreement, the Lessee shall pay to the Lessor a late charge equal to twelve percent (12.0%) per annum of the amount due. Any such late charges shall be due as additional rent with the next half yearly payment due under this Agreement. It is, however, clarified that Lessor shall terminate the lease agreement if lessee fails to pay annual rentals after 03 months from due date of payment.

31 CHOICE OF LAW AND JURISDICTION

- (a) This Agreement shall be governed by and construed in accordance with the Laws of Pakistan. The Courts of Pakistan at Lahore shall have the exclusive jurisdiction.
- (b) No court proceedings or action or suit of any kind shall be commenced in the courts unless and until the Parties have complied with the provisions of Clause 22 hereof and the Parties shall be entitled to apply for a stay of such proceedings in the event that this provision is not complied with.

32 VARIATION

- (a) No provisions of this Agreement may be voided, amended, waived, discharged, absolved, or terminated orally nor may any default, breach or omission of any provision of this Agreement be waived or condoned orally.
- (b) Any alteration amendment to or variation in this Agreement, whether in whole or part at any time shall only be effective by an agreement in writing signed by the proper authorized representative of the Parties hereto or their successors in interest.

33 NO PARTNERSHIP

Nothing contained in this Agreement shall constitute or to be deemed to constitute a partnership between the Parties hereto and neither of the Parties hereto shall be liable to each other for any act, wrong doing, breach or omission of each other.

34 MUTUAL TRUST

In entering this Agreement, the Parties hereto recognize that it is impracticable to make provision for every contingency that may arise in the course of the performance hereof and accordingly the Parties hereto declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to either of them. If by reason of any unforeseen occurrence or development the operation of this Lease is likely to cause any inequitable hardship to any of the Parties hereto not within the spirit of the Agreement, the Parties hereto shall negotiate immediately in good faith and use their best endeavor to agree upon such action as may be necessary or equitable to remove the cause or causes of the same.

35 LANGUAGE

All communication between the Parties shall be conducted in the English language and all notices, if in any other language, shall be accompanied by a duly certified translation in English. In the event of a conflict between the English text and the text in any other language, English text shall prevail.

36 CONFIDENTIALITY

The Lessee, its Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the Lessor's business or operations without the prior written consent of the Lessor.

The Agreement and all matters pertaining hereto shall be considered a confidential matter and shall not be disclosed to any third party without prior mutual agreement. (Save as required by law or appropriate regulatory authorities or to prospective Lenders or Investors or Professional Advisers of the Parties hereto).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives or officers as of the date first written above.

SIGNED, SEALED AND DELIVERED BY
THE PRESIDENT OF ISLAMIC
REPUBLIC OF PAKISTAN FOR AND
ON BEHALF OF THE ISLAMIC
REPUBLIC OF PAKISTAN, through
Pakistan Railways, The Ministry of
Railways, Railways Division,
Government of Pakistan on behalf of
Government of the Islamic Republic of
Pakistan.

SIGNED, SEALED AND DELIVERED For &
On behalf of the Lessee by

Signature _____

Signature _____

Name:

Name:

Designation:

Designation:

In presence of:

Witness I

Witness I

Name:
CNIC:
Designation:

Name:
CNIC:
Designation:

Witness II

Witness II

Name:
CNIC:
Designation:

Name:
CNIC:
Designation:

37 EXHIBIT A - PROPERTY AND ITS DESCRIPTION

EXHIBIT A (PROPERTY AND ITS DESCRIPTION)

(which is to be taken and construed as an essential part of this Agreement)

(The content below is indicative and is to be replaced pursuant to clause 1.4 (a) of this Agreement)



38 EXHIBIT B – EXISTING CLUB FACILITIES

EXHIBIT B (EXISTING CLUB FACILITIES)

(which is to be taken and construed as an essential part of this Agreement)
(The content below is indicative and is to be replaced pursuant to clause 1.4 (a) of this Agreement)

1. Main Clubhouse Building

- 1.1 Swimming Pool
- 1.2 Squash Court
- 1.3 Badminton Court
- 1.4 Dressing Room
- 1.5 Chess Room
- 1.6 Canteen
- 1.7 Restaurant

2. Open Car park

39 EXHIBIT C – QUOTED PREMIUM PAYMENT SCHEDULE

EXHIBIT C

(QUOTED PREMIUM PAYMENT SCHEDULE)

(which is to be taken and construed as an essential part of this Agreement)

40 EXHIBIT D - CORPORATE RESOLUTION OF CONTRACT

EXHIBIT D (CORPORATE RESOLUTION OF CONTRACT)

(which is to be taken and construed as an essential part of this Agreement)
[ON THE LETTER HEAD OF COMPANY]

RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF-----
HELD ON

PRESENT: Resolution No.

- 1.
- 2.
- 3.
- 4.

RESOLVED that the Company shall sign the Lease Agreement (this "Agreement") dated with Pakistan Railways (hereinafter referred to as "PR") for the re-designing, re-configuring, constructing, extending, developing, financing, managing, operating, maintaining, possessing and controlling the Club, new additions, and any other facilities as deemed necessary and agreed in writing by the Parties after the entry into force of this Agreement (the "Project").

It is further RESOLVED that Mr. _____ and _____ is/are hereby authorized to sign singly/jointly any documents or documentation related to the Project and ensure that the above mentioned directors of the Company shall fully support and ensure that the Company shall perform and honor all obligations and commitments under this Agreement and do all acts and things necessary incidental thereto and undertake to fulfil any other legal requirements in connection with the aforementioned Project and undertake that no acts of the Company shall in any way expose PR to any financial or any other obligations from the Project and that PR is indemnified from any and all acts of the Company.

Certified true copy

Secretary/Chairman

A. BOARD RESOLUTION

(Company Name)

DIRECTORS' CIRCULAR RESOLUTION IN WRITING MADE PURSUANT TO ARTICLE ___ OF THE ARTICLES OF ASSOCIATION OF THE COMPANY.

Resolved that the Company shall sign the Lease Agreement (this "Agreement") with Pakistan Railways (hereinafter referred to as "PR") for the repair, renovation, replacement, construction, extending, developing, financing, managing, operating, maintaining, possessing and controlling the Club, new additions, and any other facilities as deemed necessary and agreed in writing by the Parties after the entry into force of this Agreement (the "Project").

It is further resolved that any one (1) director be and is hereby authorized to sign singly/jointly any documents or documentation related to the Project and ensure that the above-mentioned directors of the Company shall fulfil the terms and conditions of the Agreement and do all acts and things necessary, incidental thereto and undertake to fulfil any other legal requirements in connection with the aforementioned Project.

Directors: -

<name>

<place>

<date>

41 EXHIBIT E -

PERFORMANCE SECURITY

EXHIBIT F

(PERFORMANCE SECURITY)

(which is to be taken and construed as an essential part of this Agreement)

Upon the execution hereof, the Lessee shall provide the Lessor an unconditional and irrevocable Performance Security for the sum of Rupees _____ (PKR _____ /-) in the format indicated below and which shall be held by the Lessor as security for the faithful performance by the Lessee during the Lease Term and shall be returned upon a written request by the Lessee to the Lessor as per terms and conditions contained in this Agreement.

A. Form of Performance Security

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Lessor)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Lessor) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Lessor, 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 Principal has accepted the Lessor's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Lessor, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of < - >, Remedying Defects, Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Lessor without delay upon the Lessor's first written demand without cavil or arguments and without requiring the Lessor to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Lessor's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Lessor's designated Bank & Account Number.

PROVIDED ALSO THAT the Lessor shall be the sole and final judge for deciding whether the principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Lessor forthwith and without any reference to the principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

42 EXHIBIT F – BID SUBMITTED BY THE SPONSOR/LESSEE

PAKISTAN RAILWAYS

BIDDING DOCUMENTS

For

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



March, 2024

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

FOREWORD

1. This Bidding Document has been prepared by **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. 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**

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IMPORTANT NOTICE

These Bidding Documents are being issued to the interested Bidders by the Procuring Entity solely for use in preparing and submitting their Bid for participation in the competitive bidding process being conducted by the Procuring Entity for the purposes of selection of a Successful Bidder to perform the Services in relation to 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. 1 (one) original and 1 (one) copy along with 1 (one) soft copy in 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 18th April, 2024 **14:00 Hrs. PKT (Pakistan Standard Time)**.

OPENING OF BIDS: 18th April, 2024 at 14:30 Hrs. PKT (Pakistan Standard Time)

ADDRESS: Divisional Superintendent Office, Karachi

PHONE # 021-99213500, 021-99213412

EMAIL # dskarachi@yahoo.com

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

8. The Procuring Entity may reject all proposals at any time prior to the acceptance of a proposal as per Rule 33 of the PPRA Rules.
9. Bidding documents can be downloaded from Pakistan Railways website (www.pakrail.gov.pk,) or PPRA (www.ppra.org.pk). Bidding Documents available on websites are for information purposes, however, for submitting Bids the interested firms/companies can obtain any information and purchase Biding Documents from 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 Calendar 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, restaurants, marquee, conference/event hall 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 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 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.

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

7. Amendment of Bidding Documents

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

**8. Language of
Bid &
Notifications**

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

D. SUBMISSION OF BIDS

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

E. BID OPENING AND EVALUATION

16. Bid Opening

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

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

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

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

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

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

16.4 Not Used

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

substitution or modification, and the presence or absence of Bid Security, The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder's or a representative's signature shall not invalidate the contents and effects of the record.

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

17. Clarification of Bids

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

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

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

18. Preliminary Examination & Determination of Responsiveness of Bids

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

- (a) the Committee will examine each Technical Proposal to determine whether:
 - (i) The Technical Proposal is complete and does not deviate from the scope;
 - (ii) The completion period offered is within specified limits;
 - (iii) The Bidder meets the desired eligibility criteria including the requisite experience;
 - (iv) The Technical Proposal does not deviate from basic technical requirements;
 - (v) The Technical Proposal is generally in order;
 - (vi) The required sureties have been furnished;
 - (vii) The required documents have been submitted; and
 - (viii) The required documents have been properly signed, where applicable.
- (b) the Bid shall not to be considered, if:
 - (i) It is unsigned;
 - (ii) Its validity is less than specified bid validity period (as specified in the BDS);
 - (iii) It is submitted for incomplete scope of work;

- (iv) It indicates alteration in Letter of Technical Proposal
- (v) The Bidder refuses to accept arithmetic correction;
- (vi) It is materially and substantially different from the Conditions/Specifications of the Bidding Documents; and
- (vii) Submission of Conditional Bid.

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

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

19. Bid Price

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

20. Detailed Evaluation of Technical and Financial Proposals

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

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

Specifications. Other technical information submitted with the Bid regarding the scope of Services will also be reviewed including importations required, if any.

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

21. Confidentiality

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

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.

F. AWARD OF AGREEMENT

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

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

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

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

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

given promptly to all the Bidders.

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

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

- 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 or 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.

A. General	
ITB 1.1	Procuring Entity: Pakistan Railways
ITB 1.1	Name of Project “leasing of Pakistan Railway Club, Mcneil Road Karachi for improvement, management & operations”
ITB 1.1	The procurement shall be made under the Rules “Single Stage Two Envelope (SSTE) method”.
ITB 13.1	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 Rs. 3,000,000 (Thirty Lac Rupees only) . Bid Security is to be enclosed with the Technical Proposal.
ITB 15, 16 and 20	<p>Bidder shall submit 1 (one) original and 1 <u>(one) copy</u> and one soft copy of “Technical Proposal” in 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 two separate envelopes, containing separately the Financial and the Technical Proposals. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Project. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the Project, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE”.</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</p>

	<p>period; and</p> <p>(vi) The financial bids of technically non-responsive bidders shall be returned un-opened to the respective bidders.</p>
ITB 15	<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: 14:00 Hrs. PST (Pakistan Standard Time) on 18th April, 2024 (“Bid Submission Deadline”)</p>
ITB 14.1	<p>Bid Validity Period</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>
ITB 16.1	<p>Venue, Time and Date of Technical Proposal Opening</p> <p>Venue: Divisional Superintendent, Pakistan Railways, I.I. Chundrigarh Road, Karachi City</p> <p>Date: 18th April, 2024</p> <p>Time: PST (Pakistan Standard Time) 14:30 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. Preparation and Submission of Bids	
ITB 18 and 20	<p><u>QUALIFICATION REQUIREMENTS</u></p> <p>Eligibility Criteria</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 fulfill each of the following requirements to be declared as eligible for technical evaluation:</p> <p>A. Constitutive Documents as Proof of Existence</p> <ul style="list-style-type: none"> • Bidder must be a legal entity which includes a firm registered with Registrar of Firms or a Company registered with the Securities & Exchange Commission of Pakistan (SECP). i. Bidder should provide a detailed description of its entity (in case of JV; for all members) including: <ul style="list-style-type: none"> • Legal Name; • Complete head office, contact information, including mailing address, telephone number and an e-mail address; • Incorporation details, including certification of incorporation/registration, memorandum and articles of association/partnership deed and amendments made therein till date of submission of bid. • 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). • 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.

B. Registration with Tax Authorities

- 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.
- ii. Bidders must be having Active taxpayer status.

C. Non-Blacklisting, No Conflict of Interest & Litigation History

- 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:
 - is not in bankruptcy or liquidation proceedings;
 - is never blacklisted by any governmental or non-governmental department / agency;
 - is never convicted of, fraud, corruption, collusion or money laundering;
 - has not previously entered into any contract/agreement with Pakistan Railways which was terminated prior to completion period due to default;
 - 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;
 - is legally and financially autonomous and operate under commercial law;
 - has no pending litigation that prevents or materially impedes in performing its obligations in respect of the Services and the Terms of the Agreement.

**Bidder/JV Partners shall provide details of any ongoing litigation.*

D. Financial Soundness

- Minimum net worth (average of immediately preceding three years) of the Bidder (Group/Firm /Company/JV) shall not be less than **200 million Rupees** based on the audited financial statements of respective years to demonstrate the current financial soundness of the Bidder's financial position.
- The Bidder (Group/Firm/ Company/JV) shall have minimum annual turnover (average of immediately preceding five years) of **125 million Rupees** based on the audited financial statements of respective years.
- In case of JV, average net worth and turnover as per the audited financial statements of JV will be considered for evaluation.

E. Minimum Experience

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 partners must have minimum three (03) years of experience in Health Club business and any one of the partners with minimum three (3) years of experience in Hospitality business.

Evaluation and Comparison of Bids

(a) Bids will be evaluated for complete scope of work.

(b) Basis of Price Comparison

The prices will be compared on the basis of the Bid Price of the technically qualified Bidders and the highest ranked bidder using the Cost Based Method.

I Technical Evaluation

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

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

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

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
Having existence* as a registered legal entity since:		
Less than 3 years	0	<i>Proof of registration with relevant authorities should be provided</i>
More than 3 year upto 5 years	6	
More than 5 years upto 10 years	8	
More than 10 years	10	
Total	10	

* Existence of only Lead Partner shall be considered for evaluation in case of JV.

2. Relevant Experience

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

Category	Marks	
Experience in Health Club Business in or outside Pakistan in the proceeding 10 years for		
More than 7 years	15	Relevant Experience will be substantiated from the registration document of the business entity with relevant body along with latest annual report/audited financial statements evidencing continuity of operations since registration
More than 5 upto 7 years	13	
More than 3 upto 5 years	11	
Equal to 3 years	08	
Less than 3 years	0	
Sub-Total	15	

Experience in Hospitality Industry in or outside Pakistan which includes Marquees / Marriage Lawn and operation & management of hotels/motels/restaurants in the proceeding 10 years for		
More than 7 years	15	Relevant Experience will be substantiated from the registration document of the business entity with relevant body along with latest annual report/audited financial statements evidencing continuity of operations since registration
More than 5 upto 7 years	13	
More than 3 upto 5 years	11	
Equal to 3 years	08	
Less than 3 years	0	
Sub-Total	15	
Total (1+2)	30	

In case of joint venture any one of the partner must have experience in Health Club business and any one of the partner must have experience in Hospitality Industry.

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.	Health Club Expert • Bachelor's degree in Sports Management or Management / Marketing /social science with at least 10 years of relevant experience	6	i. CVs of the proposed key experts should be provided on Schedule E of the Bidding Document.
b.	Hospitality Expert • 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.	4	
c.	Finance Expert • 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	iii. Proof of employment of Key Experts/ proof of commitment/experience letters of the Key Experts should be submitted by the bidders.
d.	Construction & Maintenance Expert • BS/BSc (Civil) with at least 5 years of experience in infrastructure development.	2	
		15	

* 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.	Plan for Execution of Services 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.	Quality of Business Plan 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
Total		15	

5. Financial Credibility

Sr. No.	Category	Max Marks	Documents to be provided by the Bidder
1.	Net Worth (average of immediately preceding 3 years of firm or JV) (Max. marks-15)		
a.	Equal to PKR 200 million	08	Audited financial statements of last 3 years should be submitted in English language
b.	Greater than PKR 200 million but less than PKR 350 million	10	
c.	Equal to or greater than PKR 350 million but less than PKR 550 million	12	
d.	Equal to or greater than PKR 550 million but less than PKR 750 million	14	
e.	Equal to or greater than PKR 750 million	15	
	Sub Total (1)	15	
2.	Overall Turnover / Revenue (average of immediately preceding 3 years of firm or lead partner in case of JV) (Max. marks-15)		
a.	Greater than or equal to PKR 125 million and less than PKR 175 million	08	Audited financial statements of last 3 years should be submitted in English language
b.	Greater than or equal to PKR 175 million and less than PKR 300 million	10	
c.	Greater than or equal to PKR 300 million and less than PKR 475 million	12	
d.	Greater than or equal to PKR 475 million	15	
	Subtotal (2)	15	
	Total (1+2)	30	

	<p><i>*The net worth and the average turnover in case of foreign/international bidders shall be converted to Pak Rupees at the Telegraphic Transfer and Overdraft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the last date of Bid submission.</i></p> <p>Qualifying Marks: <u>Minimum qualifying marks for each category is 50% and minimum total qualifying marks are 70%.</u></p> <p><u>Bid Evaluation</u></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"> a. Annual quoted rentals for the first year shall be multiplied with 13.9569 (factor based on discount rate of 15%) to reach at Present Value 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.” c. The bidder offering highest quoted amount shall be declared as successful. <p>Note: The above method adopted is only for the purpose of bids evaluation without incurring any liability on the Lessor.</p>
ITB 19.1	Bid shall be quoted entirely in Pak Rupees. The payment shall be made to Pakistan Railways in Pak Rupees.
ITB 25.1	The Bidder shall, within 14 days from date of issuance of Letter of Acceptance, submit Performance Security equal to 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 Program 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 program 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 program 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

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.}

B- Quality of Business Plan

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.
- 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>

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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)¹**

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

¹ To be attested by a notary public

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

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

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

Name:

Designation:

Signature:

[Seal]

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE G**LETTER OF TECHNICAL PROPOSAL**

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated November, 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

Name of Bidder: _____

Address: _____

Contact #: _____

Email: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

disqualification and forfeiture of the Bid Security.

[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)²**

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:

² 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)³

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}]⁴ 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 “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 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)

³ To be attested by a notary public

⁴ Fill as appropriate with respect to the number of JV Partners.

For and on behalf of: _____

(Signature)
(Name, Designation and Address)]⁵

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:

⁵ 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 One (1) copy of Technical proposal along with one soft copy in 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"/>	
	A JV agreement duly executed by all partners of the JV <i>(if applicable)</i> (Schedule L)	<input type="checkbox"/>	
ITB 18 & 20 and Bidding Data Sheet	<i>Registration with Tax Authorities</i>		
	Local Entities: Valid NTN certificate, STRN or provincial sales tax registration certificate	<input type="checkbox"/>	
	Foreign Entities: 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 & 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 three (3) financial years of Bidders/all JV Partners	<input type="checkbox"/>	
	<i>Minimum Experience</i>		
	Hospitality project profile /service agreements to evidence minimum three (3) years of experience in Hospitality Industry and Health Club business or both	<input type="checkbox"/>	
ITB 18 & 20 and Bidding Data Sheet	<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.
Letter of Invitation	Tender Processing fee (non-refundable) of PKR 10,000/-	<input type="checkbox"/>	
Schedules & Forms			
<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 Program of Services</i>	<input type="checkbox"/>	
<i>Schedule D</i>	<i>Method of Performing Services (Approach, Methodology & 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"/>	
PART-IV	<i>Letter of Financial Proposal</i>	<input type="checkbox"/>	
PART-IV	<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 date.

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.

a) Location

The Club is spread over approximately 3.83 acre acres and situated at Mcneil Road, Karachi. Satellite image of the Club’s location is given below:



isting Facilities

Description	Area (SFT)
-------------	------------

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

Swimming Pool	2800
Squash Court	2744
Badminton Court	5600
Dressing Room	630
Chess Room	1404
Canteen/Restaurant	350

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 21 years with no further extension, to run and improve its operations. The main purpose of the Project is to manage the Club operations as per best practicing models and to deliver better service to members.

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 25 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 eight (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. The minimum bench mark for seal bidding of annual rentals is **Rs. 26 million**.

Lease Term

The lease term shall be for a period of 21 years only, with no further extension in any case.

Mobilization Period

The Mobilization period will be of 2 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 November, 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.	Upfront fee (nonrefundable) = Rs.25 million	Rs. (in figures)
		Rs. (in words)
2.	Annual Rentals = Rs.26 million benchmark	Rs. (in figures)
		Rs. (in words)

* “Quoted Annual Rentals for the first year shall be multiplied with 13.9569 (factor based on discount rate of 15%)” and will be 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 25 million and for the Annual Rentals quoted by the Bidders shall be PKR 26 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 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]

