

Government of Pakistan Pakistan Railways

Directorate of Information Technology

Procurement of Rolling Stocks Tracking System (Design, Development, Deployment, Upgrade, Maintenance & Support And Training)
Tender No. MIS/310-36/2/2024

Pakistan Railways required provision of Rolling Stocks Tracking System to ensure monitoring & visibility of different coaches and wagons. For this purpose, Pakistan Railways invites sealed bids from registered firms with Securities and Exchange Commission of Pakistan (SECP) / Registrar of the firms, original manufacture/ authorized distributers/ supplier having at least 05 years (after registration) experience.

Company must also be registered with Income Tax and Sales Tax Department. PPRA Rules 2004 (including all notifications to date) Two Stage – Two Envelope bidding procedure will be followed. Bidder must submit one million rupees (1,000,000) as bid money In the favor of FA&CAO/PR.

- Original bids through E-Pak Acquisition and Disposal system (EPADS) (www.eprocure. gov.pk) will be
 entertained. No bid other than EPADS will be accepted. Bid money along with a copy of the original bid will
 be, submitted before closing of tender physically in the office of Directorate of IT, Railway Headquarter,
 Lahore. Bidder will upload the copy along with bid money with technical bid in EPADS reference number of
 the tender F-241138707.
- The Request for Proposal (RFP) containing detailed terms and conditions can be downloaded from https://eprocure.gov.pk free of cost.
- The Bids prepared in accordance with the instruction in the RFP, must be submitted via EPAD on or before 21-11-2024 at 11:00 AM. The bid will be opened in the same day publically at 11:30 AM in conference room, Directorate of I.T, Pakistan Railways Headquarters Office, Empress Road, Lahore.
- The Pre bid meeting will be held on 11-11-2024 at 11:00 AM at Committee Room at below address.

This advertisement is also available on Pakistan Railways website www.pakrail.gov.pk

(Khan Abdul Qayyum)

Deputy Director Information Technology

Directorate of Information Technology, Pakistan Railways Headquarters Office, Empress Road, Lahore. Phone No. 042-99201638; abdul.qayyum@pakrail.gov.pk;

http://www.pakrail.gov.pk



GOVERNMENT OF PAKISTAN

REQUEST FOR PROPOSAL (RFP)

FOR

PROVISION OF

ROLLING STOCKS TRACKING SYSTEM (DESIGN, DEVELOPMENT, DEPLOYMENT, UPGRADE, MAINTENANCE & SUPPORT AND TRAINING)

Tender No. MIS/310-36/2/2024 November, 2024

Additional General Manager Traffic
Pakistan Railways, Headquarters Office, Lahore.
http://www.pakrail.gov.pk

TABLE OF CONTENTS

DESCR	IPTION	PAGE NO.
Sectio	n-1: lr	nvitation for RFP1 -
1.	Gene	eral Information 2 -
2.	Form	General-1 – Basic Information3 -
3.	Form	General-2 - Litigation History (if applicable) 4 -
Sectio	n-2: Ir	nstructions to Bidders 5 -
	2	Definitions 5 -
	2.21	Introduction 5 -
	2.22	Conflict of Interest 6 -
	2.23	Unfair Advantage 6 -
	2.24	Fraud and Corruption 6 -
	2.25	Only One Proposal 7 -
	2.26	Proposal Validity 7 -
	2.27	Clarification and Amendment of RFP Documents7 -
	2.28	Preparation of Proposal 7 -
	2.29	Technical Proposal Format and Content8 -
	2.30	Financial Proposal 8 -
	2.31	Payment of Consultancy & Services Fee8 -
	2.32	Taxes 8 -
	2.33	Submission, Receipt and Opening of Proposal8 -
	2.34	Proposal Evaluation 9 -
	2.35	Evaluation of Technical Proposal9 -
	2.36	Public Opening and Evaluation of Financial Proposals9 -
	2.37	Technical Negotiations 9 -
	2.38	Availability of Professional Staff / Experts 10 -
	2.39	Conclusion of Negotiations 10 -
	2.40	Rejection / Acceptance of the Bid10 -
	2.41	Award Criteria 12 -
	2.42	Award of Agreement 12 -
	2.43	Confidentiality 12 -
	2.44	Integrity Pact 12 -
		Time for Completion 12 -
	2.46	Bid Security 12 -

2.47 Performance Security	
Evaluation Criteria Details of Evaluation Criteria	
Section-3: Technical Proposal – Standard Forms	20 -
Form Tech-1: Technical Proposal Submission Form	21 -
Form Tech-2: Bidder's Organization and Experience	22 -
Form Tech-3: Comments or Suggestions on the TOR	24 -
Form Tech-4: Description of Approach, Methodology and Work Plan	for
Performing the Assignment.	25 -
Form Tech-5: Composition of Team to be deployed for this Assignment	nt and Task
Assigned	26 -
Form Tech-6: Curriculum Vitae (CV) of Proposed Professional Staff	27 -
Form Tech-7: Financial Capabilities	28 -
Section-4: Financial Proposal - Standard Forms	29 -
FORM FIN-1 Financial Proposal Submission Form	30 -
Section-5: Terms of Reference (TOR)	33 -
5.1 PREFACE	33 -
INTEGRITY PACT	40 -
Fair Price Certificate	42 -
Letter of Intent: Bid Form-01	43 -
Performance Guarantee: Bid Form-02	44 -
Contract Award Letter: Bid Form-03	45 -
Form of Contract Agreement	46 -
Service Level Agreement (SLA)	47 -
Check List	52 -

No._____ Date: November, 2024 To,

SUBJECT: - PROVISION OF ROLLING STOCKS TRACKING SYSTEM FOR PAKISTAN RAILWAYS

1. Pakistan Railways invites Technical and Financial proposals on Two Stage - Two Envelopes (TSTE) to provide the following:

J PROVISION OF ROLLING STOCKS TRACKING SYSTEM FOR PAKISTAN RAILWAYS

- 2. Bidders will be selected in accordance with PPRA Rule 2004 (including all notifications to date) on lowest financial bid, if technically responsive.
- 3. The RFP includes the following documents:

Section-1: Invitation for RFP

Section 1: General Information

Section 2: Instructions to Bidders (including Data Sheet)

Section 3: Technical Proposal – Standard Forms

Section 4: Financial Proposal – Standard Forms

Section 5: Terms of Reference

Section 6: Contract Agreement

- 4. Proposal should prepare using Standard Forms of RFP. Any proposal not prepared according to prescribed format/partially/conditional offer may be rejected. If any information required in the Forms is found missing or written elsewhere, no credit may be given in the relevant section of the evaluation.
- 5. The Bidders / Firms should submit details of <u>Five (5)</u> of their most relevant assignments of similar projects for technical evaluation using the prescribed format. Assignment given beyond the given number will not be considered.
- 6. The Technical and Financial proposals are to be submitted at EPAD portal on or before 21st November 2024 till 11:00 am.

Additional General Manager Traffic
Pakistan Railways, Headquarters Office, Lahore.
http://www.pakrail.gov.pk

1. General Information

The Bidders are required to provide following basic information which are necessary for further processing of the proposal. Please attach documentary proof otherwise bid may be ignored. Failure to comply with the below mentioned mandatory requirements bidder may be disqualified.

- 1.1. Specify the name of Firm and provide the information as per prescribed Form General-1 (attached).
- 1.2. The Bidders are required to provide accurate information on any litigation or arbitration, arising out of the assignments completed or in progress over the last three years in the manner as prescribed in the Form General-2
- 1.3. Certificate on stamp/ affidavit that the Firm is not blacklisted by any government department / authority.
- 1.4. National Income Tax number (NTN).
- 1.5. Company must have at least five (05) years relevant experience of similar assignments.
- 1.6. Last Three (03) years Audited (financial statement) Reports / Three Years Tax Returns of the firm/company.
- 1.7. Power of attorney to sign the proposal.
- 1.8. Credentials of Sub-Bidder will not be considered.
- 1.9. Company with Joint Venture (JV) is allowed.
- 1.10. Firm must have the required relevant qualified personnel and enough strength to fulfill the requirement of assignment, including a technical and operational team available for support 24 hours a day, 7 days a week, throughout the year; a client services team with experienced project managers handling the client requirements.
- 1.11. Firm should be well reputed, trusted and has security policies in place to assure against data loss and theft, and strategies in place to deal with business continuity and data recovery.
- 1.12. Security layer will be provided to protect data from hacking.
- 1.13. Firm must have a verifiable recommendation letter from each client served & serving and must also have verifiable recommendation letter(s) from the client(s).
- 1.14. Firm or any of its Associated / Parent / Affiliated or Subsidiary company should not have been blacklisted by any public or private sector organization
- 1.15. Firm should have study technical infrastructure and has a defined approach for continuous periodic upgrades.

Important Note:

- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or certificates are liable to be rejected at the initial stage itself. The valid documentary evidence for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.
- Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process. All bidders must fill the checklist format compliance of the eligibility criteria above.

2. Form General-1 - Basic Information

- 2.1. Name of Firm
- 2.2. Office address in Pakistan
- 2.3. Office address overseas (if applicable)
- 2.4. Telephone & Fax
- 2.5. e-mail
- 2.6. Contact person
- 2.7. Place of incorporation / registration
- 2.8. Year of incorporation / registration
- 2.9. Country of origin (if other than Pakistan)
- **3.** Type of organization (whether partnership / sole proprietorship / public limited company/ private limited company (Attach proof)

4. Form General-2 - Litigation History (if application
--

Bidders, should provide information on any history of litigation or arbitration resulting from contracts executed in the last three (03) years or currently under execution. A separate sheet should be used for each partner of joint venture.

Party / Parties of the claim / dispute	Nature of Claim / Dispute	Amount of the claim / dispute.	Date initiated	Status (Award FOR or AGAINST Bidder)
		_		

Section-2: Instructions to Bidders

2 Definitions

- **2.1** "Government of Pakistan" means the Government of Pakistan and all its associated departments, agencies, autonomous / semi-autonomous bodies, boards, universities and similar other organizations.
- **2.2** "Client" means Pakistan Railways (PR) acting through Additional General Manager/Traffic, Pakistan Railways, Headquarters Offices, and Lahore.
- 2.3 "Bidders" means any entity/ firm that may provide the Services to the Client under the Agreement.

 The bidder can only be single entity.
- **2.4** "Agreement" means the Agreement signed by the Client and the Bidders and all the attached documents.
- **2.5** "Data Sheet" means such part of the Instructions to Bidders used to reflect specific conditions.
- **2.6** "Day" means calendar day.
- 2.7 "Instructions to Bidders" means the document which provides Bidders with all information needed to prepare their Proposals.
- 2.8 "Personnel" means professionals and support staff provided by the bidder or by any Sub-Bidder and perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; 'Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- **2.9** "Proposal" means the Technical Proposal and the Financial Proposal.
- **2.10** "RFP" means the Request for Proposal issued by the Client for the selection of Bidders.
- **2.11** "RO" is the responding organization means any entity / firm that may provide the Services to the Client under the Agreement.
- **2.12** "Services" means the work to be performed by the bidders pursuant to the Agreement.
- **2.13** "Sub-Bidder" means any person or entity with whom the Bidders enter into sub-agreement(s) for any part of the Services.
- **2.14** "FIFO" means first in first out.
- **2.15** "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.
- **2.16** "Similar Assignment" means bidder must have working experience of tracking solution for large fleet.
- **2.17** Pakistan Railways shall have right to terminate this contract any time during the tenure by serving one month notice.
- **2.18** Subletting of the project is not allowed (except minor civil / electrified work).
- **2.19** A trial (pilot) run between 2 locations (divisions) along with 10 devices may be conducted to verify the required service.
- **2.20** All equipment Hardware and Software (Web and mobile applications including codes) will be the ownership of Pakistan Railways.

2.21 Introduction

- i. The Client named in the Data Sheet will select a consulting firm/organization (the Bidders) in accordance with the method of selection specified in the Data Sheet.
- ii. The bidders are invited to submit a Technical Proposal and a Financial Proposal for Provision of rolling stock tracking system, required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Bidders.

- iii. Bidders should familiarize themselves with assignment conditions and take the min to accounting preparing their Proposals. To obtain first-hand information on the assignment, Bidders are encouraged to visit the Client before submitting proposal and to attend a pre- proposal meeting as per schedule specified in Data Sheet.
- iv. Bidders should contact the Client's representative to obtain information regarding the assignment. Bidders should ensure the official is informed well- ahead of time in case they wish to visit the Client.
- v. Bidders shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Bidders.
- vi. All the equipment should remain safe and secure in extreme environmental (-20 +70) conditions.

2.22 Conflict of Interest

- i. Government of Pakistan policy requires that Bidders provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- ii. Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

2.23 Unfair Advantage

i. If a Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all applicants together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

2.24 Fraud and Corruption

The Pakistan Railways requires Bidders participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of agreement. In pursuance of this policy, Pakistan Railways:

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

of Pakistan agreement; and

- (d) will have the right to require that a provision be included requiring Bidders to permit the Government of Pakistan to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Pakistan.
- (e) Bidders, their Sub-Bidders, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan. Furthermore, the Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.

2.25 Only One Proposal

Each Bidders can submit only one proposal. If a Bidder submits or participates in more than one proposal, all such proposals in which the said Bidder has participated shall be disqualified.

2.26 Proposal Validity

The Data Sheet indicates how long Bidders Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals.

2.27 Clarification and Amendment of RFP Documents

- i. Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders.
- ii. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.28 Preparation of Proposal

- i. The Proposal, as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the language(s) specified in the Data Sheet.
- ii. In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.29 Technical Proposal Format and Content

- i. The Technical Proposal shall provide the information indicated in the following paras from (a) to (c) using the attached Standard Forms (Section 3).
 - (a) A brief description of the Bidders organization and an outline of recent experience of the Bidders on assignments of a similar nature is required in Form TECH-2 of Section-3. For each assignment, the outline should indicate the names of Sub-Bidders/ Professional staff who participated, duration of the assignment, agreement amount, and bidder's involvement. Information should be provided only for those assignments for which the bidder was legally engaged by the Client as a firm. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder 's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so, requested by the Client.
 - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; (TECH-3 of Section-3).
 - (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section-3.
- ii. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

2.30 Financial Proposal

The Financial Proposal shall be prepared using the attached Standard Forms (Section-4). It shall list all costs associated with the assignment.

2.31 Payment of Consultancy & Services Fee

The amount of remuneration will be claimed/paid as per the relevant clause of Section-5 TOR.

2.32 Taxes

- i. All applicable taxes would be applied (if applicable).
- ii. The bidder may be subject to local taxes on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the bidder is subject to payment of any taxes. Payment of all taxes shall be the responsibility of the bidder.

2.33 Submission, Receipt and Opening of Proposal

- i. The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 to FIN-4 of Section-4.
- ii. An authorized representative of the bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
 - iii. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical "Original" Proposals shall be uploaded on PPRA EPAD and also sent to the address indicated in the Data Sheet along with number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original

governs.

- iv. The Proposals must be uploaded on PPRA EPAD and also sent to the address/addresses indicated in the Data Sheet and received by the Client not later than the time and the date indicated in the Data Sheet, or any extension granted thereof. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- v. The Client shall open the Technical Proposal same day after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

2.34 Proposal Evaluation

From the time, the Proposals are opened to the time the Agreement is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by bidders to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Bidders' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.35 Evaluation of Technical Proposal

- i. The technical committee will follow the Two Stages-Two Envelop procedure as mentioned in the data sheet. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Evaluation Criteria in Data Sheet and Appendix-I to Data Sheet and each responsive Proposal will be given a technical score. A Proposal may be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Evaluation Criteria.
- ii. The technical proposal shall also be discussed with the bidders with reference to the Pakistan Railway's technical requirements. Those bidders willing to meet the requirements of the tracking solution shall be allowed to revise their technical proposals following these discussions. After agreement between the Pakistan Railways and the bidders on the technical requirements, The bidders who are willing to conform to the revised technical specifications and whose bids have not already been rejected shall submit a revised technical proposal and supplementary financial proposal, according to the revised technical requirement to the tender participants.

2.36 Public Opening and Evaluation of Financial Proposals

- i. After the technical evaluation is complete, the Client shall notify in writing to bidders that have secured the minimum qualifying marks, the date, time and location for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the opening.
- ii. Financial Proposals shall be opened publicly in the presence of the Bidders representatives who choose to attend. The name of the Bidders, and the technical scores of the bidders shall be read aloud. The Financial Proposal of the bidders who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- iii. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. The Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.
- iv. The weightage of Technical and Financial Proposals would be as indicated in Data Sheet.

2.37 Technical Negotiations

- i. Technical Negotiations will be held at the address indicated in the Data Sheet. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the
- ii. next- ranked bidder. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude an Agreement.
- iii. Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the bidder to improve the Terms of Reference. The Client and the Bidders will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the bidder.

2.38 Availability of Professional Staff / Experts

Having selected the bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

2.39 Conclusion of Negotiations

Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Bidder will initial the agreed Agreement. If negotiations fail, the Client will invite the bidder whose Proposal received the second highest score to negotiate an Agreement.

2.40 Rejection / Acceptance of the Bid

- a. The Client shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions. The Client may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Client shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Client shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-33 of Public Procurement Rules, 2004 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 33 of Public Procurement Rules, 2004).
- b. The Tender may be rejected if:
 - i. Substantially non-responsive in a manner prescribed in this tender document; or
 - ii. Submitted in other than prescribed forms, schedules, charts, drawings, documents / by other than specified mode; or
 - iii. Incomplete, un-signed, partial, conditional, alternative, late; or
 - iv. Subjected to interlineations / cuttings / corrections / erasures / overwriting if not attested; or
 - v. The Bidder refuses to accept the corrected Total Tender Price; or
 - vi. The Bidder has conflict of interest with the Client; or
 - vii. The Bidder tries to influence the Tender evaluation Committee/ Contract award; or
 - viii. The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;

- ix. The Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria;
- x. The Bidder fails to meet the evaluation criteria requirements;
- xi. The Bidder has been blacklisted by any public or private sector organization;
- xii. The tendered has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiii. There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- xiv. The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

2.41 Award Criteria

- i. At first step, eligible bidder(s) as per Tender Eligibility of this tender document fulfilling the qualification and technical evaluation criteria against each item will stand technically qualified.
- ii. At second step, technically qualified responsive bidders shall be evaluated on lowest bid rate.

2.42 Award of Agreement

After completing negotiations, the Client shall award the Agreement to the selected bidder and publish details on the website. The agreement will be executed as per format attached with RFP.

2.43 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the bidder Selection Guidelines relating to fraud and corruption.

2.44 Integrity Pact

The successful bidder shall sign and stamp the Integrity Pact, as per Standard Format of Pakistan Railways, incase contract value exceeds Pak Rs. 10.0 million.

2.45 Time for Completion

- i. Initiation date of the assignment shall be as specified in the Data Sheet.
- ii. Mobilization Period, after signing of agreement shall be as specified in the Data Sheet.

2.46 Bid Security

- i. Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- ii. The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Employer valid for a period of 28 days beyond the Bid Validity date.
- iii. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- iv. The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- v. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- vi. The firms who have not attached bid security with their technical proposal will stand disqualified.
- vii. The Bid Security may be forfeited in the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

ii. Failure of the successful bidder to provide Performance Security shall constitute suffice grounds for the annulment of the award and forfeiture of the Bid Security shall constitute suffice grounds.	i	The successful bidder shall furnish to the Client a Performant total bid money from any scheduled Bank of Pakistan in the period of 14 days (or any extended date with the approval of the receipt of Letter of Acceptance.	e shape of bank guarantee within
	ii.	·	•

DATA SHEET

S.# **Instructions to Bidders** Name of the Client: Pakistan Railways, Headquarter Offices, Lahore. Method of selection: Two Stage -Two Envelop Bidding Procedure As per PPRA Rule No.36 (d) "Two stage – Two Envelop" bidding procedure shall be adopted First stage i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal. 1. ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened. The envelope iii. marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Pakistan Railways without being opened. The technical proposal shall be discussed with the bidders with reference to the Pakistan iv. Railway's technical requirements. ٧. Those bidders willing to meet the requirements of the tracking solution shall be allowed to revise their technical proposals. vi. Bidders not willing to conform their technical proposal to the revised requirements of the Pakistan Railways shall be allowed to withdraw their respective bids without forfeiture of their bid security. **Second stage** vii. After agreement between the Pakistan Railways and the bidders on the technical requirements, bidders who are willing to conform to the revised technical specifications and whose bids have not already been rejected shall submit a revised technical proposal and supplementary financial proposal, according to the revised technical requirement. viii. The revised technical proposal and original financial proposal along with revised financial proposal shall be opened on respective specified time, date and venue announced in advance by the Pakistan Railways. Pakistan Railways shall allow sufficient time to the bidders to incorporate the agreed upon changes in the technical proposal, to prepare the required revised financial proposal and the Pakistan Railways shall evaluate the whole proposal in accordance with the evaluation criteria and those bid which are declared responsive shall be accepted. Name of the assignment is: PROVISION OF ROLLING STOCK TRACKING SYSTEM Financial Proposal to be submitted together with Technical Proposal. Proposals must remain valid for One hundred Twenty (120) days after issuance of LOI. 4 | Clarifications may be requested not later than Three (3) days before the Pre bid meeting. Proposals shall be submitted in "English" language. All applicable taxes would be applied. (If applicable).

The Complete Proposal must be uploaded at PPRA EPAD and the Original Bid along with Original Bid Security must be deposited at Directorate of Information Technology, Pakistan Railways, Headquarters Office, Empress Road, Lahore.

Proposals must be submitted not later than the following date and time:

7 On or before 21st November, 2024 not later than <u>11:00 a.m.</u>

Pre bid meeting will be held on 11th November, 2024 11:00 a.m. and all the queries of the bidders must be communicated before three days of pre-bid meeting in written.

Evaluation Criteria

Technical Evaluation Criteria		
Criteria, sub-criteria, and point system for the	evaluation of Technical Proposals are:	
(i) Company Experience	30%	
(ii) Company Profile	20%	
(iii) Project Team	20%	
(iv) Solution Demonstration	30%	
(i) Company Experience	======================================	
a) Number of similar assignments	[50]	
b) Value of similar assignments	[50]	
	Total = A ₁	
(ii) Company Profile:	[10]	
a) Company Set up	[40]	
b) Financial capabilities	[40]	
c) Active Tax Payer	[20]	
Total = A_2		
(iii) Project Team:	[100]	
1. Project Manager / Team Leader	[20]	
2. Project Coordinator	[20]	
3. Electronic Engineer	[20]	
4. Software Developer	[10]	
5. Android Developer	[10]	
6. iOS Developer	[10]	
7. Electrical Engineer	[10]	
	Total = A ₃	
(iv) Solution Demonstration	[104]	
a) Understanding & Innovativeness	[7 <i>Q</i>]	
b) Methodology & Work plan	[30]	
	Total = A ₄	
Technical Score (TS) =		
$TechnicaScore = \frac{A_1[30]}{100}$	<u> </u>	
The minimum Technical Score (TS) required to qualify is 65 points .		
Further detailsofEvaluatiorCriteriæredescribe@hAppendixl toDataSheet		
Any Firm/Company who will get zero marks in	• •	
	, ,	

9	Financial Evaluation Criteria
	Successful bidder will be selected on the basis on lowest financial bid if technically responsive.
10	Address for Technical Discussions:
	Directorate of IT, Pakistan Railways, Headquarters Office, Empress Road, Lahore.
11	I. Initial contract period will be three (3) years which would be further extendable for further same period with mutual consent and satisfactory performance of the bidder.
	II. Mobilization Period, after signing of agreement shall be Seven (07) days.
12	1 Million PKR as Bid money with technical bid.
	The firms who have not attached bid money with their technical proposal will stand disqualified. The Original Bid money must be deposit in IT Directorate on or before the submission date.
13	Performance guarantee from scheduled bank of Pakistan. Performance Guarantee 10% of the total financial bid amount, as mentioned performance guarantee clause.
14	10% invoice amount will be deducted from each invoice as retention money and will be retained till expiry of contract.

Details of Evaluation Criteria

(1) Company Experience (100 Marks)

a) Number of similar assignments (50 Marks)

5 or More similar assignments done with public or private sector = 100%
Up to 4 similar assignments done with public or private sector = 80%
Up to 3 similar assignments done with public or private sector = 70%
Up to 2 similar assignments done with public or private sector = 50%
Up to 1 or no similar assignments with public or private sector = Zero

i) As a mandatory requirement Bidders must have completed at-least two similar assignments. Any bidder not fulfilling the said requirement is liable to be technically disqualified.

b) Value of Similar Assignments (50 Marks)

For completed similar assignments having value Rs.

Over 10 Million = 100%

Between 7 Million to 10 Million = 80%

Between 4 Million to 7 Million = 60%

Less than 4 Million = Zero

(2) Company Profile (100 Marks)

a) Company Set up (40 Marks)

Firm/Company Registered with SECP or Registrar of Firms = 100%

Joint venture in which all Firms/Companies Registered with = 100%

SECP or Registrar of Firms

Joint venture in which at least one Registered with SECP or = 90%

Registrar of Firms

Sole Proprietor = Zero

b) Financial Capabilities (40 Marks)

In case of joint venture one firm/company will act as principle. The accounts of principle firm/company will be evaluated.

Annual Turnover (PKR in Million)

More than or equal to 20 = 100%More than or equal to 10 but < 20 = 80%More than or equal to 5 but < 10 = 60%Less than 5 = Zero

Average annual turnover of last three years

c) Active Tax Payer (20 Marks)

Included in ATL and last financial year tax deposited.

Last Financial year tax deposited

More than Rs. 1.0 Lac =100%

Between 0.5 Lac to 1.0 Lac = 80%

Between 0.2 Lac to 0.5 Lac = 70%

Less than 0.2 Lac = 50%

No tax deposited = Zero

Not in ATL = Zero

(3) Project Team (100 Marks)

For minimum qualification and experience of project team please refer to Appendix-II to Data Sheet. Each member of Bidder's team will be evaluated on the following criteria: -

a) Education (40%)

B.Sc. or equivalent = 100% F.Sc. or equivalent = 40%

b) Experience (30%)

Where minimum experience is 5 years
5 years or more = 100%
3 to <5 years = 80%
Less than 1 years = Zero

c) No of relevant assignment (30%)

Five or more = 100%3 to less than 5 = 80%Less than three but < 2 = 60%

(4) Solution Demonstration (100 Marks)

The solution demonstrated by the Bidder will be analyzed by evaluating team and graded as under:

Quality	Grade	Weight
Excellent	Α	100%
Good	В	75%
Average / below average	С	50%
Absent (not provided)	D	0

Methodology will be analyzed based on following:-

a) <u>Understanding & Innovativeness (70% Weightage)</u>

- i) What is the depth of the firm's understanding of the requirements
- ii) What is the quality of the improvements, suggested by the bidder to improve the outcome of the assignment?
- iii) What is the level of identification of potential risks that will affect the execution of the assignment, and what is the quality of the mitigation strategies proposed?

b) Methodology & Work plan (30% Weightage)

- i) How in-depth is the Statement of Work: does it fully cover the scope of the assignment and is it sufficiently developed to ensure assignment completion?
- ii) How developed is the Work Breakdown Structure (WBS) for the assignment?
- iii) How suitable is the Work Plan (staffing schedule): is the resource utilization sufficient and practical?

Appendix-II to Data Sheet

Minimum Qualification and Experience required for each position in Project Team

1. The professional having experience less than minimum specified below shall not be considered

S. No.	Position	Min-Qualification	Relevant Experience of the position mentioned
1	Project Manager / Team Leader	BCS or equivalent	5 Years
2	Project Coordinator	BCS or equivalent	5 Years
3	Electronics Engineer	Bachelor in Electronics/Electronic or equivalent	3 Years
4	Software Developer	BCS or equivalent	3 Years
5	Android Developer	BCS or equivalent	3 Years
6	iOS Developer	BCS or equivalent	3 Years
7	Electrical Engineer	Bachelor in Electrical or equivalent	3 Years

- 1. If project manager / team leader gets Zero marks then entire project team will get Zero marks irrespective of experience & education of other team members.
- 2. Similar project has been defined under definitions for the purpose of comparison of the projects completed by the Consulting firm and assignment under consideration. For various professional, the similar / relevant assignment shall be as per the irrespective field of specialization.
- 3. or equivalent means Bachelor degree in Electrical/Electronics/Telecom/Information Technology/Computer Science.

Section-3: Technical Proposal – Standard Forms

Bidders are required to prepare Technical Proposal as per following format:

TECH-1	Technical Proposal Submission Form
TECH-2	Bidder's Organization and Experience A Bidder's Organization B Bidder's Experience
TECH-3	Comments or Suggestions on the Terms of Reference.
TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment
TECH-5	Composition of Team to be deployed for this assignment and Task Assigned
TECH-6	Curriculum Vitae (CV) of Proposed Professional Staff
TECH-7	Financial Capabilities

Form Tech-1: Technical Proposal Submission Form

(Pleasesubmiton# LetteHead

To: The Additional General Manager Traffic

Pakistan Railways, Headquarters Office,

Lahore.

Subject: INVITATION FOR RFP (REQUEST FOR PROPOSAL) FOR PROVISION OF ROLLING STOCK

TRACKING SYSTEM FOR PAKISTAN RAILWAYS

Dear Sir,

We, the undersigned, offer to provide the complete Support/ maintenance for the subject assignment in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiation on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting related to the assignment not later than the date indicated in the Data Sheet of the proposal.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,	
Authorized Signature [Infull and initials	
Name and Title of Signatory:	
Name of Firm:	
Address:	

Form Tech-2: B i d d Organization and Experience

A-Bidd Organization

Please provide the following of your firm/entity and each associate for this assignment

- 1. Firm Background and Achievements.
- 2. List of Staff with Qualification and Experience.

Form Tech-2: B i d d Organization and Experience

B-Bid dEexperiensce

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services **similar to the ones requested under this Assignment**. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Value of the Project (in Pak Rs):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	
Start date(month/year):	Value of consultancy services provided by your
Completion date (month/year):	firm under the agreement (in Pak Rs):
Name of associated Bidders, if any:	Percentage of input provided by associated Bidders:
Name of senior professional staff of your firm inv	•
significant profiles such as Project Director/Coord	dinator, Team Leader):

-3: Comments or Suggestions on the TOR. University of the Client of the	
(AnysuggestioprovidedbytheBiddersshallnotbeabindingupontheClientforitsacceptance and these comments are for the purpose of assessing the understanding of the bidd	der,
Page - 23 of 50	0

Form Tech-4:	Description of Approach, Methodology and Work Plan for Performing the Assig	nment.
		Page - 24 of 50

Form Tech-5: Composition of Team to be deployed for this Assignment and Task Assigned

Name of Staff	CNIC No./Passport/ other detail	Firm	Area of Expertise	Position Assigned	Task Assigned	
	For Fo	reign Prof	essional Staff			
	For Local Professional Staff					

-	[onlyonecandidat&hallbe sertnameoffirmproposindth	•	
3. Name of Staff [/ns	serfullnam ą :		
4. Date of Birth:		Nationality:	
5. CNIC No (if Pakista	ni):	or Passport No:	
6. Education:			
Degree	Major/Minor	Institution	Date(MM/YYYY
myself, my qualificat	rtify that to the best of my kr tions, and my experience. lead to my disqualification or	I understand that an dismissal, if engaged.	
101 1 6 1 66	mberorauthorize d epreser	ntative] Day/Mor	nth/Year
[Signatur e rstar i me			

Note: - Either fill the above CV Proforma or attach CV with relevant information

Form Tech-7: Financial Capabilities

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled by the Bidder. The client reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its Audited financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees)			
	2020-21	2021-22	2022-23	
Information from Balance Sh	eet:			
(1) Total Assets (TA)				
(2) Current Assets (CA)				
(3) Total Liabilities (TL)				
(4) Current Liabilities (CL)				
Information from Income Sta	Information from Income Statement:			
(5) Total Revenue (TR)				
(6) Profits before Taxes (PBT)				
Information from Cash flow statement/Relevant Financial Statement				
Annual Turnover				
Net Worth (1) – (3)				
Current Ratio (2) / (4)				

Note: - Most recent of last 3 years should be attached but not before 2019-20.

Authorized Signatures with Official Seal

Section-4: Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Software Cost

FIN-3 O&M, Connectivity & Recurring Cost

FIN-4 Summary of Financial Bid

FORM FIN-1 Financial Proposal Submission Form

[LocationDate]

To:

The Additional General Manager Traffic,

Pakistan Railways, Headquarter Offices, Lahore, Pakistan

Subject: - INVITATION FOR RFP (REQUEST FOR PROPOSAL) FOR PROVISION OF ROLLING STOCK
TRACKING SYSTEM FOR PAKISTAN RAILWAYS.

Dear Sir,

We, the undersigned, offer to provide the hardware and software services for the subject assignment in accordance with your Request for Proposal and our Technical Proposal. Our attached Financial Proposal is Rs. ____[Insert amount(s) in words and figures]. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding up on us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely,

Authorized Signature [<i>In full and initi</i>]a <i>l</i> s
Name and Title of Signatory:
Name of Firm:
Address:

FINANCIAL PROPOSAL

(TO BE FILLED, SIGNED, STAMPED AND SEALED IN SEPARATE ENVELOP, CLEARLY MARKED AS FINANCIAL PROPOSAL AT TOP RIGHT CORNER IN CAPITAL LETTERS OF THE ENVELOPE BY THE BIDDER)

- i. Bidders are advised to fill the below mentioned BOQ table/ Performa with required items, unit price and total cost in PKR inclusive of all applicable taxes based on the scope mentioned in TOR.
- ii. In case of noncompliance/ partial compliance/ any missing price of BOQ, the bid will be rejected straight away.

FIN-1

	Bill of Quantity					
	Hardware					
No.	Items Description	Qty (Nos.)	Unit Price (PKR)	Cost (PKR)		
1						
2						
3						
4						
5						
	Total Cost					

Fin-2

SOFTWARE

No.	No. Description			
1	Web based Application, Dashboard and Analytical Reporting System			
2	Mobile Applications (Flutter framework)			
	Total Cost			

FIN-3

O&M, CONNECTIVITY AND RECURING COST

O&M, CONNECTIVITY AND RECURING COST	(Rs.) Per Month
Total Cost of O&M, Connectivity and Recurring Cost	

SUMMARY OF FINANCIAL PROPOSAL

TOTAL COST FOR THE PROVISION, INSTALLATION, OPERATIONS, MAINTENANCE & SUPPORT OF ROLLING STOCK TRACKING SYSTEM					
BOQs Cost in PKR	Software Cost in PKR	Recurring Cost in PKR	Total Cost		
Fin-1	Fin-2	Fin-3	In Figure	In Words	

Note: -

- i. Bid will be decided on totality.
- ii. The selection of the bidder will be based on least cost given in the FIN-4.
- iii. Pakistan Railway through COPS Office shall provide phase wise list of rolling stocks on which devices will be installed.
- iv. The payment of phase wise installed equipment will be released after the verification, performance & satisfactory report of each phase by the committee comprising two members from Directorate of IT and one member from COPS Office before proceeding for payments. Number of installed devices will be verified from computerized generated reports by the system or physical verification of devices.
- v. Unique device Number will be assigned to each rolling stock.
- vi. The bidder shall replace the faulty equipment within 24 hours from complaint lodged by PR.
- vii. Pakistan Railways has reserved the rights to reduce / increase (15%) any item.

Section-5: Terms of Reference (TOR)

5.1 PREFACE

Pakistan Railways (PR) is a national state-owned rail transport service of Pakistan, with headquarter office in Lahore. It is administered by Federal Government through Ministry of Railways. Pakistan Railway provides an important mode of transportation throughout Pakistan. It is commonly referred to as the "Life Line of the Country", by aiding in large-scale movement of freight and passenger throughout Pakistan.

Pakistan Railways intends to procure ROLLING STOCK TRACKING SYSTEM for the period of three years extendable for further same period along with operation maintenance & support. The bidder shall install equipment, develop dashboard and web based online portal (android, iOS) for tracking Solution (sampled as Annexure-B).

5.2 Scope of Work

The purpose of this RFP is to make the visibility of rolling stocks (coaches and wagons) presence at any location for better management & efficient utilization. The devices shall update the location of rolling stock through a pre-defined interval and shall generate different reports for rolling stocks visibility (coaches and wagons). The bidder shall manage web portal, dashboard, mobile application (Android and iOS).

All the rolling stock will be available in the following Railway stations for the installation of devices but not limited to:

i. Peshawar Quetta vi. ii. Rawalpindi vii. Karachi iii. Lahore Faisalabad viii. Multan Khanewal iv. ix. Sukkur Rohri ٧. Х.

Request will be submitted for the onsite installation/ maintenance and support of equipment. After receiving of devices, Pakistan Railways will inform the availability status of rolling stock (Coaches and Wagons). Vendor will carry out the work as per the submitted request.

The detail of locations for installing devices is attached as Annexure-A however, location may vary as per requirement of PR.

5.3 Rolling Stocks Tracking Solution

5.3.1 Software

Commercial of the shelf: Web based software application to view the current rolling stocks positions in the following way:

- i. Division Wise Rolling Stock Report on any specific date and time
- ii. Station wise, location wise report of rolling stock
- iii. Category Wise, Division Wise report on any specific date and time
- iv. Idle stock (not moving stock) report based on time parameters (in minutes) for any date and time
- v. Play-back of the movements of stock for any date and time on map
- vi. Division wise counts of stock with category option
- vii. Daily movement report, weekly movement reports and monthly movement report of the wagons.
- viii. Category wise graphs, division wise graphs, date wise graphs of any wagon type on dashboard
- ix. Customizable dashboard according to user roles
- x. Customized reports generator
- xi. API's (Application Programming Interfaces) to integrate the data with other available

- applications in Pakistan Railways.
- xii. Training guides of software, dashboard customization and reporting
- xiii. Up/Down Directional movement reports with different colors for up and down
- xiv. Division to Division movement of wagons reporting system
- xv. Option to set status with date of any wagon over the system i.e. (damaged on 31st Dec-2023)
- xvi. Date to date wagon status reports
- xvii. Rolling stock KMs wise and report
- xviii. Single wagon complete details from date to date over the map
- xix. Geofencing based rolling stocks alerts as per requirement of Pakistan Railways

5.4 System Specification

The bidder shall propose the best tracking solution based on following technologies:

- a. Tracking Devices
- b. Tracking through Video Cameras
- c. RFID based Tracking
- d. Any other viable technology

5.5 Connectivity

- 5.5.1 The bidder shall host software/application within the Pakistan.
- 5.5.2 Internet/data connectivity is the solely responsibility of the bidder.
- 5.5.3 Detail of rolling stock

	Rolling Stocks Data				
No.	No. Description Qty				
1	Total number of Coaches & Wagons	7096 Nos.			
2	Number of locations	100 Nos.			

5.6 General Terms & Conditions

- 1. The Bidder shall be responsible for gathering all functional and non-functional requirements.
- 2. Initial contract period will be three (3) years which would be further extendable for further same period with mutual consent and satisfactory performance of the bidder
- 3. The Bidder will support, configure, maintain and upgrade the installed system during the contract period.
- 4. The Bidder will be responsible to store the data for the period of 3 years in secure environment.
- 5. The bidder will be responsible for data backup, protection and security for the period of three years.
- 6. The Bidder shall develop a comprehensive dashboard for managing data, other processes and reports as per managing user roles and other requirements of Pakistan Railways.
- 7. The Bidder shall supply all equipment through verifiable distribution channels.
- 8. The bidder must have delivered successfully two similar nature of assignments in past five years in enterprise private sector or two similar nature of assignments in corporate/public sector (Proof must be attached.)
- 9. Project management plan should be submitted with the technical bid using PM tools like (Primavera, MS Project).
- 10. Successful bidder must depute online support staff (03 in each Division), who will give response 24x7. In case of device goes down, the bidder shall rectify or replace the device within 24 hours.
- 11. The bidder shall responsible for all legal requirements, licenses for software & hardware.
- 12. The bidder shall provide support and maintenance of all hardware for the period of three years.

- 13. A technical representative of the Bidder shall be available on-call as and when required.
- 14. The bidder shall remain system operational by 24/7/365.
- 15. The Bidder shall provide operational training to the nominated Railways staff / officers over the rail network.
- 16. All the information relating to PR will remain confidential and must not be shared with any third party/agency without prior written approval of Pakistan Railways.
- 17. The Bidder shall not allow displaying online commercial advertisements/logos on this Mobile/Web Application by any means. Source code of Software, mobile applications will be the property of PR.
- 18. The Contract shall be terminate after consecutive three written notices from Pakistan Railways. The all supplied items including Sources code of the software shall be the property of Pakistan railways.
- 19. The Bidder shall not transfer or sublet the contract.
- 20. The Bidder shall allow all authorized officers of PR a complete access of the data storage of the application and the bidder whenever so required by Pakistan Railways forthwith modify or upgrade the application as deemed appropriate by Pakistan Railways.
- 21. The Bidder shall pay all the applicable taxes, if any, imposed by the Government of Pakistan or provincial / local government and Pakistan Railways will not share any liability on this behalf.
- 22. In case of any dispute that may arise between PR and the bidder or in case of any event that comes under the definition of "Force Majeure", the case will be referred to an arbitration committee comprising of a representative of PR and one representative of the bidder. If the dispute is not settled within 30 days, the case will be referred to the committee of concerned Divisional Superintendent and Director IT. In case of failure of this committee, matter will be referred to Additional General Manager/Traffic who will act as sole arbitrator and his decision will be binding.
- 23. The bidder should have expertise in installing, customizing and deploying IoT based devices/hardware.

5.7 Implementation & Payment Schedule

The payment shall be made phase wise on completion of phase however, the decision would be made after finalization of solution.

5.8 Training of staff

Training Level	Type of Training	Total Trainees			
Admin Level Training	After training, P R staff must able to make admin level changes. After training PR staff must able to train the other staff.	25			
User level training	functionalities				
Software Customization Training	of Hardware and software After training user must able to customize all the functionalities of software and dashboard	10			
Support Staff	After training, PR staff must be able to troubleshoot or replace the device or battery etc.	5 each Division			

5.9	Performance Security	
	The successful bidder shall furnish to the PR a Performance Security amounting to 10% of a contract price within a period of 14 days after the receipt of Letter of Acceptance. Failure of the successful bidder to provide Performance Security shall constitute sufficient groun for the annulment of the award and forfeiture of the Bid Security.	
		Page - 35 of 50

INTEGRITY PACT

Declaration of Fees, Commission & brokerage etc.: Payable by the suppliers of goods, Services & Works in Contract worth Rs.10 Million or more

Contract No.	Dated	Contract Value
Contract Title		
(Name of Supplier) hereby declar	res that it has not obtained or induced the
		her obligation or benefit from Government of
Pakistan or any administrat	ive sub-division or agency thereof	f or any other entity owned or controlled by it
(Government of Pakistan) th	nrough any corrupt business practic	e.
Without limiting the gener	ality of the foregoing,	(Name of
Supplier) represents and w	arrants that it has fully declared	the brokerage, commission, fees etc. paid or
payable to anyone and not	given or agreed to give and shall no	ot give or agree to give anyone within or outside
Pakistan either directly or	indirectly through any natural; or	r juridical person, including its affiliate, agent,
associate, broker, bidder	, director, promoter, sharehold	ler, sponsor or subsidiary, any commission,
gratification, bribe, finder's	fee or kickback, whether describ	ped as consultation fee or otherwise, with the
object of obtaining or include	ding the procurement of a contract	t, right, interest, privilege or other obligation or
benefit in whatsoever form	Government of Pakistan, except th	at has been expressly declared pursuant hereto.
	_(Name of Supplier) certifies that	it has made and will make full disclosure of all
agreements and arrangeme	nts with all persons in respect of o	r related to the transaction with Government of
Pakistan and has not take	n any action or will not take any	y action to circumvent the above declaration,
representation or warranty.		
(I	Name of Supplier) accepts full resp	onsibility and strict liability for making any false
declaration, not making full	disclosure, misrepresenting facts of	or taking any action likely to defeat the purpose
of this declaration, represer	ntation and warranty. It agrees tha	at any contract, right, interest, privilege or other
obligation or benefit obtain	ned or procured as aforesaid sh	nall, without prejudice to any other right and
remedies available to Gover	nment of Pakistan under any law, o	contract or other instrument,, be voidable at the
option of Government of Pa	kistan.	
Notwithstanding any rights	and remedies exercised by Govern	ment of Pakistan in this regard,
	(Name of Supplier) ag	grees to indemnify Government of Pakistan for
any loss or damage incurred	I by it on account of its corrupt bus	iness practices and further pay compensation to
Government of Pakistan in	an amount equivalent to ten time t	the sum of any commission, gratification,
bribe, finder's fee or	kickback given by	
	as aforesaid for the purpose of o	obtaining or inducing the procurement of any
contract, right, interest, pri	vilege or other obligation or benef	it in whatsoever form Government of Pakistan.
(Name of Supplier)		
		
		Buyer / Seller / Supplier

Fair Price Certificate (On firms Letter Head)

We M/s	hereby certify that pr	ices c	uoted	by us ag	ainst T	ender
Enquiry No	dated	are	the	lowest	and	most
competitive as generally applicable to	all other buyers and o	rsold	throu	gh our a	gents	as per
prevailing international market as on the	e date of quote and bre	ak up	of ou	r quoted	prices	are as
under for analysis purpose;						

In case of Market Item	Remarks
Market Price	In case same item supplied to other
Taxes	Government Departments, then reference of same for comparison.
Freight and Packing	OR Price is according to list issued by
Misc. Charges (detail) if any	Government Controlled Regulatory Authority like OGRA, Pakistan Steel Mills
Profit margin	Karachi etc.
Total Quoted Price in PKR	

We certify that if it is established at any stage that our quoted prices were higher we shall be held responsible and agree to pay immediately the differential to Pakistan Railways.

Bidder Sign & stamp

Letter of Intent: Bid Fo	rm-01
Bid Ref No.: Date: Name of the Tender:	Date of the Opening of Technical Bid
То,	
Additional General Mar Pakistan Railways Head Lahore.	
	LETTER OF INTENT
Dear Sir,	
the above named ten rates/unit prices descr may be determined in	ender documents, we offer to supply and deliver the Goods/Services under der in full conformity with the said bidding documents/rules and at the ibed in the price schedule provided in Financial Bid or such other sums as a accordance with the terms & conditions of the said tender. The above ance with the Price Schedules attached herewith and are made part of this
	nancial Bid is accepted, to deliver the Goods/Services in accordance with the fied in the Schedule of Requirements.
	ccepted, we undertake to provide a Performance Guarantee in the form, in the times specified in the tender documents.
We agree to abide by t	this bid, for the Bid Validity Period specified in the tender documents and it

Until the formal final procurement contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award of the contract, shall constitute a binding Procurement Contract between us.

shall remain binding upon us and may be accepted by you at any time before the expiration of that

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated This:	
Signed:	
In the capacity of:	(title or position)
Duly authorized to sign this bid for and on behalf of:	(name of Bidder)

period.

Performance Guarantee: Bid Form-02

To,

The Additional General Manager

Traffic, Pakistan Railways,

Headquarter office, Lahore.

Whereas *Name of Supplier+ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods/services] (hereinafter called "the Contract"). And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank or Insurance Guarantee from a AAA rates insurance company for the sum of 10% of the total Contract amount or 1 million Pkr. whichever is higher as a Security for compliance with the

And whereas we have agreed to give the Supplier a Guarantee:

Supplier's performance obligations in accordance with the Contract.

Therefore, we here by affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guaran	itee is v	valid un	itil th	eday of	, 2024
Signature	and	Seal	of	the	
Guarantors	/ Bank	Addres	ss:		
Dat	:e:				

Contract Award Letter: Bid Form-03
Bid Ref No.: Date: Name of the Tender:
To,
AWARD OF CONTRACT
Dear Sir/Madam,
Having examined your technical bid for the above mentioned tender through technical evaluation dated: and evaluation of financial bid opened on, Pakistan Railways has decided to award the contract to your company. Draft agreement including all the terms and conditions, in this regard are being shared with you, you are advised to review it and if agreed, come to Pakistan Railways for signing of the agreement.
Additional General Manager Traffic2024

Form of Contract Agreement

Instructions to Bidders, shall be deemed to form and be read and construed as par Agreement, viz: (a) The Letter of Acceptance. (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data. (d) The priced Schedule of Prices; (e) The Specifications; 3. In consideration of the payments to be made by the Employer to the Contract hereinafter mentioned, the Contractor hereby covenants with the Employer to execute complete the supply and commissioning of IT Equipment and remedy defects the conformity and in all respects within the provisions of the Contract. 4. The Employer hereby covenants to pay the Contractor, in consideration of the example and completion of the Works as per provisions of the Contract, the Contract Price other sum as may become payable under the provisions of the Contract at the time the manner prescribed by the Contract. IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement executed on the day, month and year first before written in accordance with the state of the parties hereto have caused the contract Agreement executed on the day, month and year first before written in accordance with the parties hereto have caused the contract Agreement executed on the day, month and year first before written in accordance with the parties hereto have caused the contract Agreement executed on the day.	ecute and therein in execution ce or such nes and in ent to be					
Instructions to Bidders, shall be deemed to form and be read and construed as par Agreement, viz: (a) The Letter of Acceptance. (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data. (d) The priced Schedule of Prices; (e) The Specifications; 3. In consideration of the payments to be made by the Employer to the Contract hereinafter mentioned, the Contractor hereby covenants with the Employer to execute complete the supply and commissioning of IT Equipment and remedy defects the conformity and in all respects within the provisions of the Contract. 4. The Employer hereby covenants to pay the Contractor, in consideration of the exand completion of the Works as per provisions of the Contract, the Contract Price other sum as may become payable under the provisions of the Contract at the time the manner prescribed by the Contract. IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement	ecute and therein in execution ce or such nes and in					
Instructions to Bidders, shall be deemed to form and be read and construed as par Agreement, viz: (a) The Letter of Acceptance. (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data. (d) The priced Schedule of Prices; (e) The Specifications; 3. In consideration of the payments to be made by the Employer to the Contract hereinafter mentioned, the Contractor hereby covenants with the Employer to execute complete the supply and commissioning of IT Equipment and remedy defects the conformity and in all respects within the provisions of the Contract. 4. The Employer hereby covenants to pay the Contractor, in consideration of the example completion of the Works as per provisions of the Contract, the Contract Price	ecute and therein in execution ce or such					
Instructions to Bidders, shall be deemed to form and be read and construed as par Agreement, viz: (a) The Letter of Acceptance. (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data. (d) The priced Schedule of Prices; (e) The Specifications; 3. In consideration of the payments to be made by the Employer to the Contra hereinafter mentioned, the Contractor hereby covenants with the Employer to execute complete the supply and commissioning of IT Equipment and remedy defects the	ecute and					
Instructions to Bidders, shall be deemed to form and be read and construed as par Agreement, viz: (a) The Letter of Acceptance. (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data. (d) The priced Schedule of Prices;						
Instructions to Bidders, shall be deemed to form and be read and construed as par Agreement, viz: (a) The Letter of Acceptance.						
Instructions to Bidders, shall be deemed to form and be read and construed as par						
Instructions to Bidders, shall be deemed to form and be read and construed as p						
 In this Agreement words and expressions shall have the same meanings as are respassioned to them in the Conditions of Contract hereinafter referred to. The following documents after incorporating addenda, if any except those parts related to the conditions of Contract hereinafter referred to. 						
NOW this Agreement witnesses as follows:						

Service Level Agreement (SLA)

This Agreement ("the	Agreement") is	s made	and entere	d into at Laho	ore on this	day of	
; (the Effective I	Date")						
By and between							
Pakistan Railways, Gov shall where the contex		•				xpression	
ABC	a	firm	through	Mr	bearing	ī D	
CNIC		business	s at		he	ereinafter	
referred to as ""the B successors-in-interest, (If when and where hereinafter be collective Agreement requires).	executors, admi applicable the	inistrator Party of	rs, heirs and the One	permitted assi Part and Party	gns) of the Other of the Other I	r Part Part shall	

WHEREAS,

Client is desirous to acquire the services of bidder for developing, designing and maintain tracking based visibility solution for freight trains.

- A. The Bidder warrants that it has the requisite expertise and resources to provide top quality of Services to the Client in accordance with highest industry standards and satisfaction of the Client. The Bidder undertakes that the Services shall be provided only through the staff who have the requisite expertise and experience in this regard.
- B. Upon the basis of the representations and warranties of the Bidder contained herein, the Client wishes to hire the Services of the Bidder under this Agreement.

NOW THERFORE, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived there form, the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Bidder hereby agree as follows:

1. SERVICES

The Bidder shall perform the services as per Term of reference (ToR) and Scope of Services, of this Agreement, and is made an integral part of this agreement (the 'Services').

2. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- a. The headings, whether of articles or other parts of the Contract, are for ease of reference only and do not affect the interpretation or construction thereof.
- b. Words in the singular include the plural and vice versa, and words importing any gender include every gender.
- c. A reference to an Article number is a reference to its sub-articles.
- d. Where the context so requires, reference to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or agency thereof.
- e. References to statutes or statutory provisions include references to any orders, or regulations made there under and references to any statute, provision, order or regulation include references to that statute, provision order or regulation as amended, modified, reenacted or replaced from time to time whether before or after the date thereof.
- f. No rule of construction applies to the disadvantages of either Party for preparing this Agreement in whole or in part.

3. TERM

Upon signing of this Agreement the Bidder shall be obligated to start providing support and services after the handing over the project as per implementation plan 5.2.4 (or mutually extendable) (excluding days taken by the Client for approval of the activities as mentioned in the TimeLine of the Project). However, in case of any unavoidable/unforeseen delay (i.e. Force Majeure) incurred either by the Bidder or the Client, necessary timeline extension would be agreed mutually between both parties, however it has to be communicated to each other during the occurrence of Force Majeure.

4. PAYMENT

SLA payment is included in the financial bid submitted by the bidder.

5. CONFLICT OF INTEREST

Except as otherwise expressly provided herein, neither Party nor any of its employee, or agent or its subcontractors or vendors shall have personal interest which may constitute conflict of interests, including but not limited to give or receive from any employee, or agent of the other party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in lieu of this Agreement. The Bidder shall promptly notify the Client of any violation of this clause and any consideration received as a result of such violation. In the event of any violation of this clause, including any violation occurring prior to the date of this Agreement, resulting directly or indirectly in Client's issuance of orders to the Bidder, the Client may at its sole option terminate this Agreement and notwithstanding any other provision of this Agreement, pay the Bidder only that amount earned prior to the date of termination. Any designated representative for the Client may audit any and all records of the Bidder for the purpose of confirming compliance with this clause.

6. INDEMNITY AND INTELLECTUAL PROPERTY

In performing services under this Agreement, BIDDER agrees not to design, develop, or provide to the Client any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or other rights of any person or entity. If BIDDER becomes aware of any such possible infringement in the course of performing any work hereunder, BIDDER shall immediately so notify the Client in writing.

BIDDER agrees to indemnify, defend, and hold Client, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Deliverables.

7. PROJECT ADMINISTRATION

- a. Coordinator: Project Manager Software will be responsible for the coordination of activities essential under this agreement, for acceptance and approval of the deliverables by the Bidder and approving invoices for the payments.
- b. The Bidder shall promptly replace any of the employees working on the project if deemed unsatisfactory by the Client.
- c. For payment of the invoices, approval/verification of the coordinator shall be necessary and no payment shall be made in the absence of such approval/verification.

8. CONFIDENTIALITY OF CLIENT INFORMATION

a. The Bidder shall not, during the term of this Agreement and after its expiry, disclose any proprietary or confidential information related to the services, this Agreement or the Client's business or operations without the prior written consent of the Client. The breach of this clause will enable the Client to take legal action against the Bidder as per applicable laws of the Islamic Republic of Pakistan.

- b. Bidder shall ensure that no application / system shall be affected during the audit due to usage of penetration tools
- c. Both parties shall sign Non-Disclosure Agreement (NDA) to ensure security.

9. OWNERSHIP OF MATERIAL

Any software, report, drawing or other material, graphic, etc. or otherwise, prepared by the Bidder for the Client under the agreement shall belong to and remain the property of the Client. The Client shall have the right to register it under Trade Marks and Copyright Laws, if so needed, without first obtaining consent of the Bidder. Complete source code, graphical source files, DB architecture, user/administrator manuals, required add-ons, related software's, components, will be provided by the Bidder. The design layout, code and architecture will not be used for any other client by the vendor.

10. Warranty Period:

The equipment must be covered under 3 years standard warranty.

11. PROHIBITED ACTIVITIES

The Bidder agrees that, during the term of this agreement and after its termination, the Bidder and any entity affiliated with the Bidder shall not provide any information which he may have obtained as a result of the project as the same may be harmful to the Client. In case of disclosure of any sensitive information, the party involved will be liable to pay damages to the Client or the Client reserves the right to take legal action as per applicable Laws of the country, as the case may be, and the said Bidder shall be disqualified for any consultancy/agreement/contract in future.

12. ASSIGNMENT

The Bidder shall not assign this agreement or any portion of it without the Client's prior written consent. Client's project design, contents, architecture, code, database and methodology will be exclusive rights of the Client and shall not be used for any other client/purpose.

13. LAW GOVERNING THE AGREEMENT AND LANGUAGE

The agreement shall be governed by and under the laws of Islamic Republic of Pakistan and the Language of the agreement will be English.

14. DISPUTE RESOLUTION

All variations amendments or modification to the terms of this Agreement shall be made, except in writing and shall be binding only if duly agreed and signed by both the parties or their duly authorized representatives.

All dispute arising out under this Agreement whether during the term of this Agreement or after the termination or expiry of this Agreement, shall be referred to the Authority of the Client through Project Coordinator (Project Manager Software) for amicable settlement/resolution of the dispute. In case of failure of amicable settlement of dispute as above, it may be referred to agreed arbitrator mutually agreed by both the parties for arbitration in accordance with the applicable law for the time being in force.

15. PENALTY CLAUSES

If the Bidder fails to provide the deliverables under the Agreement within the time specified in the agreement subject to Force Majeure.

The bidder shall provide the helpdesk facility to Pakistan Railways and generate ticket of each complaint and bidder shall bound to resolve reported issue within 24 hours otherwise a Rs. 1000 per day penalty will be imposed on the bidder and the same would be deducted from the invoice.

16. TERMINATION OF AGREEMENT

- a. Subject to Force Majeure, failure of the Bidder to complete the project as per implementation plan 5.2.4 beyond the time of completion of project shall be deemed a total failure on the part of the Bidder and the Client may terminate the agreement after serving three consecutive notices with the 15 days interval without any liability or responsibility, provided, however, the Bidder will return any or all amounts paid by the Client up to date of termination without any deduction. Further, earnest money deposited by the Bidder shall also be forfeited in favor of Client.
- b. Any and all remedies of the client for defective or delayed performance or non-performance of obligations by the Bidder shall be exclusive of other remedies for such default and the exercise by the Client of any one remedy shall not constitute a waiver by the Client of any other remedy available to the Client under this agreement.

17. FORCE MAJEURE

Bidder shall not have liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of Bidder , including and without limitation to the acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lighting, equipment failure, computer software malfunction, electrical power failure, telecommunication line failure, riot, strikes, lock-outs, industrial disputes or epidemics of infectious diseases provided that the Bidder provides a 14 days' notice to the Client after occurrence of such event.

In case of non-commissioning of project development services within time frame given in work order due to default of the Bidder , the earnest money shall be forfeited in favor of Pakistan Railways.

18. SOFTWARE DOCUMENTATION AND SOURCE CODES

Bidder shall provide two (02) complete sets of documentation with a soft copy of documentation for each project including technical, maintenance, Uploading Information and Source Codes. Bidder shall also provide two (02) complete sets of documentation for each updated version of project. There shall be no additional charge for this documentation or the updates. Project documentation shall be comprehensive, well-structured and indexed for easy reference. Bidder will provide the source code of project including all graphics, scripts and related files to the Client on DVD.

19. MAINTENANCE AND HELP DESK/SUPPORT SERVICES

Bidder shall provide Help Desk/support and maintenance Services for reporting errors and malfunctions and trouble-shooting problems for the period of three (03) years from the date of effectiveness of this Agreement. Bidder's Help Desk Services shall be web-based and/or by toll-free telephone lines and/or via e-mail. Bidder's Help Desk Services shall include but are not limited to the following Services assistance related to questions on the use of the subject project:-

- a. Assistance in identifying and determining the causes of suspected.
- b. Advice on detours or workarounds for identified errors or malfunctions, where reasonably available.
- c. Information on errors previously identified by the Client and reported to the Bidder and detours to these where available.
- d. Visit to the Client office/ Hosting Service Provider as and when required by the Client on critical issues.

- e. Provide to the Client a replacement copy or correction services at no additional cost for any error, malfunction or defect in project code that when used or delivered, fails to perform in accordance with the specifications. The Client shall also convey the same Bidder's and Bidder shall undertake such corrections in a manner that is mutually beneficial.
- f. Reported problems by the Client shall be fixed by the Bidder within one (1) working day and in case of website/api/app goes down due to critical issues, the Bidder will provide immediate support by visiting the Client office / hosting services provider promises to restore the website/api/app by fixing the raised issues.
- g. Throughout the development/up gradation of the prototype and the final project, the project shall be accessible to the Client. Until the Client has approved the final project, none of the project module for client's project will be accessible to end users.

20. TERM OF AGREEMENT

Project shall be completed by the Bidder as per project implementation plan from the date of signing of this Agreement.

21. INCOME TAX AND INVOICES

All taxes / duties as applicable by government on time to time during project execution phase will be deducted at source.

22. TRAINING

Bidder will provide user and administrator training to nominated person/employee of the Client and Bidder will also provide training manuals for the same. Bidder will also provide technical training to the administrator for customization of project.

FOR THE CLIENT	FOR THE Bidder
Signed by	Signed by
Official seal	official seal
Witness 1	Witness 2

Check List

S.#	Required Documentation	Supporting Docume Name	Page Number In The Bid
1	NTN Certificate		
2	GST Certificate		
3	On Active Tax Payers List of FBR		
4	Registration/Incorporation/Business Certificate 5Yrs or More SECP Certificate.		
5	Complete Company Profile		
6	Operational Office in Lahore		
7	Evidence of Firm's Last three (03) years Performance (As per Bid Form -3, along with supporting documents)		
9	The OEM certification with bidder.		
10	All bids and prices must remain valid till the period of 120 days from P.O/Contract.		
11	Compliance with schedule of requirements		
12	Submission of required amount of bid security with Technical Bid		
13	Compliance with Tech Specifications		
14	Warranty years & onsite support		
15	Technical brochures/data sheets of products		
16	Original Bidding documents duly signed/stamped		

Annexure-A)

Locations for Installing Devices

	Interchange Points					
S.No.	Station Name	Code	Division	Focal Person		
1	Gaddar	GDR	Karachi	OTO/Karachi		
2	TandoAdam	TOM	Karachi	OTO/Karachi		
3	Khanpur	KPR	Sukkur	DTO/Sukkur		
4	Yousafwala	YSW	Multan	OTO/Multan		
5	Shorkot	SKO	Multan	OTO/Multan		
6	Kundian	KDA	Peshawar	OTO/Peshawar		
7	Lalamusa	LLM	Rawalpindi	OTO/Rawalpindi		
8	Hasan Abdal	HSN	Rawalpindi	OTO/Rawalpindi		
9	Sibi	SIB	Quetta	DTO/Quetta		

Sick-lines				
S.No.	Station Name	Code	Division	Focal Person
10	Marshalling Yard Pipri ✓	MYP	Karachi	OTO/Karachi
11	Kemari East Wharf	KEW	Karachi	OTO/Karachi
12	Karachi City	KYC	Karachi	OTO/Karachi
13	Karachi Cantt Coaching Sick Line	KC	Karachi	OTO/Karachi
14	Lahore Coaching Sick Line	LHR	Lahore	OTO/Lahore

:,

Workshops				
S.No.	Workshop Name	Code	Division	Focal Person
15	Mughlapura Shop Lahore	MGPR	Lahore	OTO/Lahore
16	Hyderabad Shop	HOR	Karachi	OTO/Karachi
17	Carriage Factory Islamabad	CFI	Rawalpindi	OTO/Rawalpindi
18	Central Diesel Workshop Rawalpindi	COL	Rawalpindi	OTO/Rawalpindi
19	Diesel Workshop Karachi		Karachi	OTO/Karachi

Major Yards				
S.No.	Stat i on Name	Code	Division	Focal Person
20	Juma Goth	JMTH	Karachi	OTO/Karachi
21	Marshalling Yard Pipri	MYP	Karachi	OTO/Karachi
22	Port Qasim	PQM	Karachi	OTO/Karachi
23	Rohri	ROH	Sukkur	OTO/Sukkur
24	Lahore	LHR	Lahore	OTO/Lahore
25	Faisalabad	FSLO	Lahore	OTO/Lahore

(Annexure-B)

SAMPLE DASH BOARD





Transaction ID 12701257306

Transaction Date & Time 11/7/2024 3:22:03 PM

Transaction Amount 15000.00

From Account Title M LATIF AKRAM

Beneficiary Name **PUBLIC PROCUREM**

Beneficiary Account/ IBAN *0701

Comments Procurement of Rolling stocks Tracking System

Channel via HBL Digital