

TENDER NOTICE

Sealed tenders are invited for providing different services at Dry Ports of Pakistan Railways from experienced firms/parties on revenue sharing formula for a period of three years, further extendable for one year on satisfactory performance. The details service Contracts are given below:

1. Crane Handling Contract at Azakhel Dry Port.
2. Crane Handling Contract at Islamabad Dry Port.
3. Labour Handling Contract at Islamabad Dry Port.

Tender forms can be obtained on production of Miscellaneous Receipt (M.R) of Rs.2000/- Two thousand Rupees only (nonrefundable) from the office of Chief Traffic Manager/Dry Ports, Railways Headquarters Office, Lahore. The contractor should have to purchase separate bidding documents for each service at different railway stations.

The bidding process will be in accordance with single stage two envelopes procedure laid down in PPRA Rules. The tender will be opened in Committee Room No.3 of Pakistan Railways Headquarter Lahore at 11:30 hours sharp on **26-08-2024** and will be opened on the same day at 12:00 hours by the tender committee in presence of participants or their authorized agents who choose to attend.

(AIMEN TAHIR)

For Chief Traffic Manager/Dry Ports,
Pakistan Railways, Headquarters
Office, Empress Road, Lahore.
Ph-# 042-99205049

No. 29-DP/LHC/IDP/2024

**PAKISTAN RAILWAYS
HEADQUARTERS OFFICE
LAHORE**

BID DOCUMENTS

FOR

**AWARDING THE TENDER OF
LABOUR HANDLING CONTRACT
AT ISLAMABAD DRY PORT**



2024

**CHIEF TRAFFIC MANAGER/DRY PORTS
Pakistan Railways, Headquarters Office,
Empress Road, Lahore
Ph. No. 042- 99204384**

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SECTION -1:

INVITATION FOR BIDS

SUBJECT:- SELECTION OF CONTRACTORS FOR LABOUR HANDLING AT ISLAMABAD DRY PORT

In accordance with the advertisement on the subject published in the news papers as well as available on Pakistan Railways website, we invite sealed bids from the interested parties for taking part in the open competitive bidding for awarding the contract of Labor Handling at Islamabad Dry Port.

1. The procedure for open competitive bidding on the subject Contract is as under:-
 - (a) Each bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **Financial Proposal** and the **Technical Proposal**.
 - (b) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
 - (c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened (if any).
 - (d) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency (Pakistan Railway) without being opened.
 - (e) Pakistan Railways shall evaluate the technical proposal in a prescribed manner in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
 - (f) After the submission of technical bids no amendment/change/alteration would be allowed.
 - (g) After the evaluation and approval of the technical proposal the Pakistan Railways shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.
 - (h) The financial proposal of bids shall be opened publically at the time, date and venue announced and communicated to the bidders in advance.
2. Bid documents containing the following are hereby issued to your firm for submitting duly **filled and signed each page**, as per instructions specified in the Bid Documents:

General 1:	General Information
General 2:	Litigation History
Section 2:	Instructions to Bidders (including Data Sheet)
Section 3:	Conditions of Contract
Section 4:	Terms of Reference
Section 5:	Appendices
Section 6:	Financial & Technical Proposal-Standard form
3. The Technical & Financial Bid must be accompanied by a Bid Security (in the form and amount specified) and all other documents as stated in the Bid Documents must be delivered at the address stated in Bid Documents at desirable date/time or any extended date as advised through subsequent addendum, if any. Bids will be opened half an hour thereafter in the presence of Bidders or their representatives who choose to attend.

**Chief Traffic Manager/Dry Ports
P. R. HQ Office Lahore
Phone 042-99204384**

Form General -1 GENERAL INFORMATION

DESCRIPTION		Remarks
1	Name of Firm with complete registration details	
2	Present business	
3	Past experience of similar business	
4	Office address in Pakistan	
5	Telephone & Fax No.	
6	Office Address:-	
7	E-mail and website	
8	Person to be contacted cell No.	
9	Annual turnover of the firm alongwith the Bank and Income Tax statement for the last fiscal year	
10	The Bidders are required to provide accurate information on any litigation or arbitration, arising out of the assignments completed or in progress over the last five years in the manner as prescribed in the Form General-2.	
11	Certificate/Affidavit that the firm is not blacklisted by any Government Department/ Authority.	
12	No default certificate	
13	Power of Attorney to sign the Bid (In case of representative).	
14	Character Certificate (of Contractor and his whole team) from either councilor of the area or from some Non Railways Gazette Officer.	
15	Police Clearance / Verification	

Bidder Name:- _____

Signature _____

Section 2:

INSTRUCTIONS TO BIDDERS

Definitions:-

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

1. **INTRODUCTION**

- 1.1 The Client named in the **Data Sheet** will select a Contractor in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Bidders are invited to submit a Bid for the service/services required for the assignment named in the Data Sheet. The Bid will be the basis for a signed Agreement with the selected Contractor Bid may include any additional terms at any later stage if deemed fit by parties, however the decision of CTM/DP will be final in this regard.
- 1.2(a) The bidders must quote the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.
- 1.3 Bidders should familiarize themselves with assignment conditions as well and take them into account in preparing their Bids. Failure to take into account, the potential problems that could reasonably have been foreseen by an experienced Labour Operator, may be sufficient cause for rejecting the Bid. Contractor should contact the Client's representative named in the Data Sheet to obtain information regarding the assignment. Bidders should ensure that the official is informed well- ahead of time in case they wish to visit the Client.
- 1.4 Bidders shall bear all costs associated with the preparation and submission of their Bids. The Client is not bound to accept any Bid, and reserves the right to cancel the selection process at any time prior to Agreement award and signing of contract without thereby incurring any liability to the Bidders.

FRAUD AND CORRUPTION

- 1.5 Pakistan Railway requires Participant Bidders to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Pakistan Railways
- (a) Defines, for the purpose of this paragraph, the terms set forth below:-
 - (i) "Corrupt Practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
 - (ii) "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of agreement;
 - (iii) "Collusive Practice" means a scheme of 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.
 - (v) Any other practice or behavior that may be deemed as undermining the fairness of the tender procedure or influencing the selection process of the execution of the agreement
 - (vi) Any other practice deemed detrimental.
- (b) Will reject a Bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
- (c) Will debar a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, in the said agreement or any other tender that may be offered in future, if at any time client determines that the Bidder has, directly or through an agent is engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the agreement.

ONLY ONE BID

- 1.6 Each Bidder can submit only one Bid. If a Bidder submits or participates in more than one Bid after having submitted the first bid, such Bids shall be disqualified.

BID VALIDITY

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

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

- 2.1 Bidders may request a clarification regarding any part of the bid documents up to the number of days indicated in the Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means. If the Client deems it necessary to amend the Bid Documents as a result of a clarification, it shall be done following the procedure under Para. 2.2. Copies of the client's response will be forwarded to all prospective bidders, at least five (5) days prior to deadline for submission of bids, who have received the bidding documents including a description of the enquiry but without identifying its source.
- 2.2 At any time before the submission of Bid, the Client may amend the Bid Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Bids the Client may, if the amendment is substantial, extend the deadline for the submission of Bids.

3. PREPARATION OF BIDS

- 3.1 The Bid, as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the language (s) specified in the Data Sheet, provided that any printed literature furnished by the bidder may be written in any other language so long as accompanied by translation of its pertinent passages in the language specified in the Data Sheet.

4. BID SECURITY

- 4.1 Each Bidder shall furnish a Bid Security in the amount stipulated in the Data Sheet.
- 4.2 The Bid Security shall be in the form of Deposit Call issued by a Scheduled Bank of Pakistan, in the name of bidder, in **favour of the FA & CAO/Revenue, Pakistan Railways Lahore** valid for a period of 28 days beyond the Bid Validity date.
- 4.3 Any Bid not accompanied by an acceptable Bid Security shall be **rejected on the spot** by the Client as non-responsive.
- 4.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 4.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee and signed the Contract Agreement.
- 4.6 The Bid Security may be forfeited.
- (a) If the Bidder withdraws his Bid during the period of Bid Validity
 - (b) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Guarantee; or
 - (ii) Sign the Contract Agreement.

5. PERFORMANCE GUARANTEE

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

6. STAFF AND MACHINERY

- 6.1 The Bidders are required to provide the list/details of staff/personnel to be deployed for this assignment using Standard Form attached as "Appendix-A". All such staff shall have to be security cleared by the Railway Police before their deployment with the Labour Handling Contract at Islamabad Dry Port.
- 6.2 The Bidders are required to provide the list/details of machinery/equipment/gadgets etc to be utilized for this assignment using Standard Form attached as "Appendix-B".

7. TECHNICAL PROPOSAL

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

8. FINANCIAL PROPOSAL

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

9. PAYMENT

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

10. TAXES

All applicable taxes will be paid by the contractor and will have to submit a copy of paid amount to the Pakistan Railways

11. SUBMISSION AND RECEIPT OF BIDS

- 11.1 The original Bid shall contain no inter-lineation or overwriting, any bid having overwriting or tempering will be **rejected on the spot**.
- 11.2 An authorized representative of the Bidders shall **initial and stamp** all pages of the original Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.
- 11.3 The Bids and the number of copies shall be sent to the addresses indicated in the Data Sheet. All required copies of the Bid are to be made from the original. If there are discrepancies between the original and the copies, the original governs.
- 11.4 The original and all copies of the Bid shall be placed in a sealed envelope clearly marked "BID DOCUMENTS". The envelope should also bear the address and title of the Assignment. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may also cause rejection of the bid.
- 11.5 The Bids must be sent to the address/addresses indicated in the Data Sheet and received by the Client not later than the time and the date indicated in the Data Sheet, or any extension granted thereof. Any Bid received by the Client after the deadline for submission shall be returned unopened.

12. BID OPENING

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

13. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 13.1 The Client will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents (Appendix-D) or not and is in line with the Evaluation Criteria laid down in the bid documents (Section - 5, Appendix-F).
- 13.2 A substantially responsive bid is one which (i) meets the eligibility criteria/Evaluation criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms and conditions of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Client's rights or the bidder's obligations under the Contract.
- 13.3 If a Bid is not substantially responsive, it will be rejected by the Client.

CORRECTION OF ERRORS

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

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

15. NOTIFICATION OF AWARD.

- 15.1 Prior to expiration of the period of bid validity prescribed by the Client, the Client will notify to the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Contractor will pay to the Client in consideration of the provision and completion of the Services by the Contractor as prescribed by the Contract.
- 15.2 No Negotiation with the bidders shall be permitted however Client may have clarification meetings to get any item clarified.
- 15.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Client and the bidder till signing of the formal Contract Agreement.
- 15.4 Upon furnishing the Performance Guarantee by the successful bidder the Client will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities. The formal contract will then form the basis of the future legal relationship between the two parties.

16. COMMENCEMENT OF ASSIGNMENT

The Bidder, whose bid is accepted, will be required to commence the assignment within 07 days after of letter acceptance.

DATA SHEET

Paragraph Reference	Description
1.1	<p><u>Name of the Client.</u></p> <p>Chief Traffic Manager /Dry Ports, Pakistan Railways, Headquarters Office, Lahore.</p> <p><u>Method of Selection.</u></p> <p>The Client will determine whether each bid is substantially responsive to the requirements of the Bidding Documents or not. If a bid is not substantially responsive, it will be rejected by the client. The assignment will be awarded to the responsive Bid having highest offer.</p>
1.2	<p>Name of the assignment is:</p> <p>Award of Labour Handling Contract at Islamabad Dry Port</p>
1.3	<p>Client's representative</p> <p>DY: Chief Traffic Manager /Dry Ports, Pakistan Railways, Headquarters Office, Lahore.</p>
1.4	Bids must remain valid for one hundred and twenty (120) days after the submission date.
1.5	Clarifications may be requested not later than seven (7) days before the submission date
1.6	Bids shall be submitted in the following language: English.
1.7	Bid Security Rs.200,000/- (Two Lac only) to be submitted in the form of Call Deposit in favour of FA & CAO/Revenue, Pakistan Railways, Lahore
1.8	Performance Guarantee Rs. 500,000/- (Five Lac only) as security money to be submitted by the bidder in shape of Call Deposit Receipt (CDR) in favor of FA&CAO/Revenue, Pakistan Railways Lahore shall be retained till completion of the contract period.
1.9	All applicable taxes will be paid by the contractor and will have to submit a copy of paid amount to the Pakistan Railways. However, GST & FED at the prevailing rate shall be submitted to Pakistan Railways.
1.10	Bidder must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.
1.11	<p>Address for Submission of Bid:</p> <p>Chief Traffic Manager/Dry Ports Pakistan Railway, Headquarters Office, Lahore Phone: 042-99204384</p> <p>Bids must be submitted upto 11:30 hours on 26-08-2024</p>
1.12	Date and time of opening of Technical Bids is 26-08-2024 at 12:00 hours.
1.13	Commencement date of the contract will be mentioned in the letter of acceptance.
1.14	<p>Currency of Agreement</p> <p>The contract will be valid for a period of three years (3) and will be extendable for another one year subject to satisfactory performance of the contractor and mutual consent of both parties, on 15% increase in original bid amount.</p>

Section 3: CONDITIONS OF CONTRACT (COC)

1. Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract are attached, together with all the documents listed in the Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services;
- (d) "Personnel" and "Staff" means persons hired by the Contractor and assigned to the performance of the Services or any part thereof;
- (e) "Services" means the work to be performed by the Contractor pursuant to this Contract;
- (f) "Party" means the Client or the Contractor, as the case may be, and "Parties" means both of them.
- (g) Railway Share means the % age of share of daily income that the

1.1 LAW GOVERNING THE CONTRACT

This Contract and its meaning, shall be governed by the Laws of Pakistan, as amended from time to time

1.2 LANGUAGE

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

1.3 NOTICES

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

1.4 HEADINGS

The headings shall not limit, alter or affect the meaning of this contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 COMMENCEMENT OF SERVICES

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

2.2 DURATION OF CONTRACT

Duration of contract will be three years with an extension period of one (1) year, in accordance with section 1.14 of the Data Sheet.

2.3 ESCALATION IN BID AMOUNT

The contractor will be bound to increase the agreed money of contract at the rate of **15%** of the bid money for the extended period of one year, if approved. Extension of the contract approved in accordance with section 1.14 of the Data Sheet

2.4 FORCE MAJEURE

2.4.1 DEFINITIONS

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

2.4.2 OTHER EVENTS

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

- i. Uncontrollable events, including, but not limited to;
 - (a) Lightning, earthquake, flood, storm;

- ii. Explosion or chemical contamination.
- iii. Epidemic or plague;
- iv. Political Events that occur outside Pakistan and do not directly involve Pakistan, but affect the parties' ability to meet obligations under this Agreement.

2.5.3 DUTY TO MITIGATE

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

2.5 TERMINATION

2.5.1 BY THE CLIENT

The Client may terminate this Contract, by issuing not less than thirty (30) days written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.5.1. The contract will be liable to termination with immediate effect without notice and without compensation in case of breaches/violations as mentioned in section 4 of bid documents under clauses 4.5, 4.18, 4.19 and 4.21.

- a) If the Contractor does not remedy a failure in the performance of his obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 thereof.
- c) If the Contractor submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Contractor knows to be false; or should have reasonably known that such statement was likely to be false or bound to have an adverse effect on the rights, obligation and interest of the client.
- d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

2.5.2 BY THE CONTRACTOR

The Contractor may terminate this Contract, by giving not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Sub-Clause 2.5.2:

- a) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days following the receipt by the 'Contractor' notice specifying such breach; provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Client to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.
- b) If, as a result of Force Majeure, the Client is unable to perform a material portion of the Services for a period not less than thirty (30) days;
- c) If the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-7 thereof.

3. OBLIGATIONS OF THE CONTRACTOR

3.1 GENERAL

3.1.1 STANDARD OF PERFORMANCE

The Contractor shall perform the Services and carry out his obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests.

3.2 DAMAGE TO PERSONS AND PROPERTY

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Client against all losses and claims in respect of:

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

3.3 ACCIDENT OR INJURY TO WORKMEN

The Client shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor. The Contractor shall indemnify and keep indemnified the Client against all such damages and compensation, other than those for which the Client is liable and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation

thereto.

3.4 COMPLIANCE WITH STATUTES, REGULATIONS

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

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

3.5 SAFETY PRECAUTIONS

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Client may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Client may determine to be reasonably necessary for such purpose.

4. CONTRACTOR PERSONNEL

4.1 GENERAL

The Contractor shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 DESCRIPTION OF PERSONNEL

Prior to commencement of the services the Contractor will provide list of staff/personnel to be deployed indicating the name, the title, CNIC number, present residential address, activities of job description and estimated period of engagement in the carrying out of the Services.

4.3 REMOVAL AND/OR REPLACEMENT OF PERSONNEL

If Contractor removes/replaces or considers removing/replacing any personnel due to his own reasons the Client shall be informed accordingly. The details of new personnel so employed shall be conveyed to the Client pursuant to Sub Clause 4.2.

4.4 EMPLOYMENT OF PERSONS IN THE SERVICE OF CLIENT

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Client.

5. OBLIGATIONS OF THE CLIENT

5.1 ACCESS TO LAND

The Client shall allow, free of charge, unimpeded access to all land of which access is required for the performance of the Services. Access to land for the delivery of labour services is essential to the contract. However, the wording of Clause 5.1 has been softened.

6. FAIRNESS AND GOOD FAITH

6.1 Good Faith

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

6.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 7.2 hereof.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

- a). The business and affairs, under the agreement between the PR and the contractor shall be monitored by a committee comprising;
 - Additional General Manager/Traffic = Chairman
 - Chief Traffic Manager = Member
 - One representative of the contractors = Members
- b). The committee so constituted shall deal with the matters involving disputes placed before the committee for settlement.

7.2 Arbitration

Any dispute between the parties as to matters arising pursuant to this agreement which cannot be settled amicably as per clause 7.12 within thirty (30) days may be submitted by either Party for settlement in accordance with the provisions of the arbitration Act-1940. The reference shall be to two arbitrators, one

appointed by each party to the dispute. Before entering on the reference and, in any event, no later than one month from the last date of their respective appointment, the arbitrators shall appoint an umpire with mutual consensus. The arbitrators shall render their decision within 30 days. The venue of arbitration proceedings shall be at Lahore, Pakistan, and the parties hereby agree to be bound by any final decision or award of arbitrators duly appointed. The services under the contract shall, if reasonably possible, continue during arbitration proceedings.

7.3

Mediation

Before resorting to arbitration under Clause 7.2 with or without intervention of court under Arbitration Act 1940 but after the exhausting, the aggrieved party shall be bound to ask for settlement of dispute, if any, through alternate dispute resolution by referring the dispute to mutually agreed recognized / mediator, expenses whereof shall be borne by such aggrieved party. The suit / application before the court under arbitration Act 1940, if filed by either of two parties before invoking Clause 7.1 and 7.3, shall be considered as premature. The mediator shall decide the matter within 30 days after having taken cognizance of the dispute.

Section 4: Terms of Reference (TOR)

AGREEMENT FOR LABOUR HANDLING CONTRACT AT ISLAMABAD DRY PORT

The Railways Administration will be agreed to allow contractor to operate Labour for loading/unloading of containers on these terms & conditions.

4.1 CONTAINER HANDLING RATES FOR LOADING/UNLOADING

Contractor will charge Rs. 11,880/- for stuffing/de-stuffing of a 40" feet container for the purpose of custom examination and contractor will charge Rs.7,870/- for stuffing/de-stuffing of a 20" feet container for custom examination.

(Note:- in case of open top/flat bed containers holding cargo of extraordinary dimension weight, loading/unloading charges will be fixed by the DTO, and ATO/ACO/Rawalpindi in consultation with the importer and the contractor).

4.2 The Contractor will pay amount on account of Railways Share from daily earning as agreed upon after the tender process on daily basis to Pakistan Railways.

4.3 The deposit of Rs.500,000/- (Five Lac only) shall be retained as security money till completion of the contract period, with the Railway in the name of F.A & C.A.O/Revenue, Pakistan Railways, Lahore. The same amount will be refunded if there is no outstanding against the contractor.

4.4 The contractor will be responsible for making good any loss arising out of damages caused by defective Labour/lifter operation equipment or due to mishandling of the consignments and shall completely indemnify Pakistan Railways in this regard. The decision of the Chief Traffic Manager/Dry Ports, Pakistan Railways, Headquarters Office, Lahore in case of such claim shall be final.

4.5 If the contractor fails to start working at Dry Port within 30 days, the issuance of acceptance letter, the security amount will be forfeited by the Railway Administration.

4.6 The Labour, fork lifter operations will be undertaken under the directive and supervision of Divisional Transportation Officer, Pakistan Railways Rawalpindi.

4.7 The Labour facility will have to be made available on all days of the week including holidays, round the clock. In the event of his failure to provide this service, the Railway shall have the right to permit any other Labour operator to operate in the Islamabad Dry Port premises and Pakistan Railway will recover the charge as under:-

i). The cost incurred on getting similar services from such other agency.

ii). The demurrage charges or detention to Railway wagons or the storage charges on consignment or both due to non-availability of Labour/Lifter facility.

4.8 The Labour contractor shall be liable to pay penalty in case of overcharging. The amount of penalty shall be determined by the Railway Administration. The contract is liable to be terminated in case overcharging is reported three times (1st Rs. 10,000 2nd Rs. 15,000 3rd Rs. 20,000).

4.9 The contractor shall give preference & first perform the assignment given by the Railway Administration on priority basis.

4.11. The contractor shall at all times indemnify the Railway Administration against all claims, which will be made or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman, labourers, servant or any person in the employment of contractor and engaged in the performance of this contract and shall take all risk of accidents or damage which may be considered a failure of the performance of the contract arising out of such accident to such workman, labourers or servant and shall be responsible for taking sufficient measures for the fulfillment of the contract.

4.12 The contractor shall neither subject nor assign the contract or any part thereof to any person whatsoever. In the event of the contractor infringing the provisions of these clauses, the Chief Traffic Manager/Dry Ports or any officer deputed by him in this behalf shall be the sole judge and whose decision shall be final.

4.13 All matters of dispute between the parties, including interpretation of clauses herein shall be referred to the Chief Traffic Manager/Dry Ports, Pakistan Railways, Headquarters Office, Lahore whose decision shall be final and binding on the parties.

4.14 The contractor shall get the character of his staff verified through Civil Police in accordance with the instructions issued by the Railway Administration.

4.15 In case of any policy decision by the Government, this agreement will liable to be amended as deemed necessary.

4.16 The contractor shall be responsible to the Railway Administration for any loss or damage caused by negligence, carelessness, dishonesty or through the negligence of any other person employed by the contractor to the full extent of the claims including legal expenses that may be paid by the Railway Administration.

4.17 In the event of claims on hand being not sufficient to meet the disallowance, the Railway Administration shall be entitled to adjust the same from the security deposited by the contractor.

4.18. The amount of Rs.500,000/- (Five Lac only) deposited by the contractor in the name of FA & CAO/Revenue, Pakistan Railways Lahore for the due performance of the contract shall be retained as security deposit and it shall be lawful for the Railway Administration in the event of any breach of any of the clause thereof by the contractor of any loss/damages sustained part of thereof or to deduct the amount of such loss, damage, expense

- or there shall not be a sufficient sum to make good or defray the same in the hands of the Railway Administration to the credit of the contractor.
- 4.19. This agreement shall be terminated at any time on thirty (30) days written notice from the Railway Administration to be delivered to contractor at his address by the Chief Traffic Manager/Dry Ports, Pakistan Railways, Headquarters Office, Lahore or Divisional Transportation Officer, Pakistan Railways, Rawalpindi.
- 4.19 Unless a different intention appears from the subject on context the term "Railway Administration" used in this agreement shall include beside the President of Pakistan the Chief Executive Officer, Pakistan Railways, the Chief Traffic Manager/Dry Ports, Pakistan Railways, Headquarters Office, Lahore, the Divisional Superintendent, Pakistan Railways, Rawalpindi, who may be duly authorized in this behalf.
- 4.20 The contractor shall be responsible for any delay caused to the rolling stock/road vehicles or to the business of Islamabad Dry Port due to his inefficiency/neglect/carelessness/dishonesty or failure of his labour/equipments/fork lifter etc or his operators or for any other causes whatsoever. He shall also be responsible for any damage caused to private or Railway property while working on the Dry Port and he will be liable to pay damages accordingly.
- 4.21 The contractor shall neither sublet nor assign this contract or any part thereof to any firm/person whatsoever in this event of infringement or breach of clause(s) of agreement by the contractors it shall be lawful to the Railway Administration to forthwith terminate the contract without any prior notice to the contractor and blacklisted and forfeited security money.
- 4.22 The registered numbers of Labour duly approved by the Railway Administration of Islamabad Dry Port shall be allowed to work inside the Dry Port. If additional labour/fork lifters are required by the Railway Administration, the contractor shall provide the same from other sources to the Railways.
- 4.23 The Railway share in percentage of total daily earning achieved during the day will be deducted by the Commercial Superintendent/Goods, Islamabad Dry Port on daily basis for handling of the contractors and other cargo. The Commercial Superintendent/Goods, Islamabad Dry Port will monitor all the transactions and their due accrual and recovers.
- 4.24 The Commercial Superintendent/Goods, Islamabad Dry Port will collect charges @ given in schedule 'A&B'. He will deduct the Railway share from the daily earning and deposit it in Railway earnings as per laid down procedure and rules, the contractor's share will also be paid by Commercial Superintendent/ Goods on the daily basis. The contractor's share will be paid by Commercial Superintendent/Goods after deduction of amount of applicable taxes from the contractor's share.
- 4.25 The contractor shall provide an authentic list of labour or other personals, which he intends to employ for carrying the Labour operation at Islamabad Dry Port to the Divisional Transportation Officer, Pakistan Railways, Rawalpindi to his satisfaction, so that they can be issued passes. No person will work in the premises of Islamabad Dry Port without display of the pass issued by the Assistant Transportation Officer, Rawalpindi.
- 4.26 The Chief Traffic Manager/Dry Ports, Pakistan Railways, Headquarters Office, Lahore and Divisional Superintendent, Pakistan Railways, Rawalpindi are empowered to impose a fine upto Rs.10,000/- and Divisional Transportation Officer, Rawalpindi upto Rs.5000/- each time on the contractor for violation of any clause(s) of the agreements and other instructions issued by the Railway Administration time to time.
- 4.27 The cost of stamp duty on the instruments shall be borne by the contractor in witnesses whereof the parties to these presents have hereinto set and subscribe their hand and seals, the places and the dates hereinafter mention respectively.
- 4.28 The contractor should own labour and fork lifter for which duly certified copies of Excise & Taxation to be submitted/provided along-with the bid documents. No rented machinery or on the names of others will be accepted and the bidder will be disqualified.
- 4.29 The Fork Lifters should not be more than 15 years old. Evidence of the Fork Lifter Model to be attached by the bidder with bidding documents.
- 4.30 The contractor is liable to handle the heavy consignments i.e steel sheet, Iron coils/ Steel coils wire etc (loose Rs.300/- per ton) the contractor will stuff/de-stuff heavy consignments i.e machinery etc and when required and authorized by the Islamabad Dry Port authorities.
- 4.30. The contractor is liable to provide the safety costumes like "Dongary", "Helmet" and "Safety shoes" etc to his staff/workers who deployed on the Labour.
- 4.31 The contractor will be fined Rs. 1000.00/- on genuine complaint.
- 4.32 In case of more than three times fine, his contract will be considered for termination/cancellation by the competent authority.
- 4.33. Contractor will not sublet his contract. In case sub-letting is proved his contract will be terminated at once without any prior notice.
- 4.34. Labour should display their name plates during duty hours.
- 4.35. If the examination by the custom department is done partially then the contractor will charge the amount in proportion to the goods unloaded/loaded to and from a container. Any dispute between contractor and consignee will be decided by the DTO, Rawalpindi Division and his decision will be final and binding on both the parties

- 4.36. All the relevant documents i.e. CNIC, character/Domicile/Experience certificate, Affidavit, Income Tax No/NTN, Bank statement must be attached with the Tender Form.
- 4.37. An affidavit to the effect that the firm is not involved in enquiry/litigation nor have any outstanding Railways dues.
- 4.38. Affidavit to the effect that the firm is not black listed.
- 4.39. The highest bid offered must be within parameter of PPRA Rules and should bid also qualifying all other formalities as well.
- 4.40. The company should undertake that the payment to Labour should not be less than minimum wages declared by the Federal Government.

SECTION 5:	APPENDICES
Appendix-A.	Standard Form for Staff/Personnel to be deployed for the assignment
Appendix-B	Standard Form for List/Details of machinery/equipment to be utilized for the assignment.
Appendix- C	Labour Handling Rates List
Appendix-D	Criteria for responsiveness check
Appendix-E	Standard Format of Contract Agreement
Appendix-F	Technical Evaluation Criteria

APPENDIX-A

STANDARD FORM FOR STAFF/PERSONNEL TO BE DEPLOYED FOR THIS ASSIGNMENT

Location:-

S.N o.	Name of Staff/Address	CNIC No.	Position Assigned/ Designation	Task Assigned
1				
2				
3				
4				
5				

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

Signature _____
Name of contractor _____

APPENDIX-B

STANDARD FORM FOR LIST/DETAILS OF MACHINERY/EQUIPMENT/ GADGETS TO BE UTILIZED FOR THIS ASSIGNMENT

S.NO.	Location	Name of Machinery/ Equipment	No. Machines / Equipment proposed	Owned by Contractor or Rented	Condition
1					
2					
3					
4					
5					

APPENDIX-C

LABOUR HANDLING RATES FOR STUFFING/DESTUFFING

Contractor will charge Rs. 11880/- for stuffing/de-stuffing of a 40 feet container and Rs.7870/- for a 20 feet container for the purpose of custom examination.

APPENDIX-D

CRITERIA FOR RESPONSIVENESS OF BIDS

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

APPENDIX-E:-

STANDARD FORMAT OF CONTRACT AGREEMENT FORM OF LABOUR AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of (month) 20____ between Chief Traffic Manager/Dry Ports Pakistan Railways, Headquarters Office Lahore (hereafter called the "Client") of the one part and (hereafter called the "Contractor") of the other part.

WEHREAS the Client is desirous to award a contract of Labour Handling at Islamabad Dry Port

NOW this Agreement witnessed as follows:

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

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

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

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

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

Signature _____
Name of Contractor
(Seal)

Signature _____
Name of Client
(Seal)

Signed, Sealed and Delivered in the presence of

Witness: _____
(Name, Title and Address)

Witness: _____
(Name, Title and Address)

APPENDIX- F

TECHNICAL EVALUATION CRITERIA FOR AWARD OF CONTRACT OF LABOUR HANDLING AT ISLAMABAD DRY PORT

S. No	EVALUATION CRITERIA	Max. Marks	Breakdown of Marks
1.	Relevant Experience	10	Upto 05 years : 05 More than 05 years : 10
2.	Bank Statement: total receipts of Last three financial years (July-2020-21, 2021-22 & 2022-23)	20	More than Rs.5 million : 05 From Rs.6 to Rs.10 million : 10 From Rs.11 to Rs.15 million : 15 From Rs.16 to 20 million : 20
3.	Income Tax Return of Last three financial years (July-2020-21, 2021-22 & 2022-23)	10	Non filer : 00 Upto Rs 0.5 million : 05 More than Rs.0.5 million : 10
4.	List of staff	20	20 Personnel : 10 More than 20 Personnel : 20
5.	List of Machinery Documentary evidence of ownership to be attached(e.g., Excise & Taxation Documents, etc. (no Joint Venture or rented machinery will be accepted)	40	01 Owned Fork Lifter : 20 More than 01 owned Fork lifters : 40

Note:

1. The Technical proposal shall be evaluated with out reference to the price quoted by the bidder for each item of value added service.
2. Every Bidder has to secure minimum 50% marks in each of the above mentioned criteria/category, if any bidder failed to secure 50% marks in any one of the above criteria, he will be technically disqualified.
3. Passing/Qualifying Marks will be 70.
4. For relevant experience, the bidders have to attach the experience letters, letter of acceptances, letter of intent or agreements etc, from the government organizations. Experience letters from private firms will not be accepted and the bidder will be disqualified on these.

SECTION 6:

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

(To be printed on Company letter head, if available)

To,

The Chief Traffic Manager/Dry Ports

Pakistan Railways,
Headquarters Office,
Lahore.

Dear Sir,

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

Labour Handling Contract at Islamabad Dry Port	Percentage in Numbers	Percentage in words

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

Yours Sincerely

Authorized signatures (in full and initials) _____

Name and Title of Signatory _____

Name of Firm _____

Address _____

Stamp-----

Note: Benchmark is 68% of Railway Share, below which bids will not be acceptable.