



PAKISTAN RAILWAYS

Headquarters Office, Lahore



INVITATION OF BIDS

For

Rehabilitation / Upgradation of Railway Track from Quetta to Koh-e-Taftan (638 Kms) on PPP/BOT basis

1. Bids are invited on Two Stage Procedure for Rehabilitation /Up-gradation of Railway track from Quetta to Koh-e-Taftan (638 Kms) on PPP/BOT basis.
2. The interested National / International firms can download bidding documents from Pakistan Railways website (www.pakrail.gov.pk) and PPRA website (www.ppra.org.pk).
3. The interested National / International Leading firms, Joint Ventures having international experience of building new railway lines and up-gradation/rehabilitation of existing railway lines on PPP / BOT basis are invited to participate in the bidding process.
4. A pre-proposal conference will be held on **07th October, 2024 at 11:00 Hrs.**, for which prospective firms / Joint Ventures / Companies are requested to attend.
5. Any further information can be obtained from the office of the undersigned through email aensandc@gmail.com or censc@pakrail.gov.pk.
6. The prospective firms will submit their proposals only on prescribed format, at following address on or before **22nd October, 2024 upto 11:00 Hrs.** The proposals will be opened on the same date and venue at **11:30 Hrs** in the presence of authorized representative of firms, who choose to witness.

Sd/-

(Muhammad Amjad Iqbal)

Chief Engineer / Survey & Construction

Pakistan Railways, Headquarters Office

Empress Road, Lahore

Ph # (042) 99201625, E-mail: aensandc@gmail.com, censc@pakrail.gov.pk



PAKISTAN RAILWAYS

BIDDING DOCUMENTS
(BASED ON TWO STAGE BIDDING PROCESS)

FOR

REHABILITATION / UPGRADATION OF RAILWAY TRACK
FROM QUETTA TO KOH -E-TAFTAN (638 Kms)
ON PPP/BOT BASIS

AUGUST, 2024

Chief Engineer / Survey & Construction
Headquarters Office, Empress Road
Lahore, Pakistan
PH: +92-42-99201625, 99201627

Disclaimer

These Bidding/ Bid Documents (BD) have been prepared by Pakistan Railway (PR). They define the conditions, procedures, information requirements and evaluation criteria that apply to the Bids to be submitted by the Bidders.

The information contained in the Bidding Documents and various statements, which reflect various assumptions and assessments arrived at by PR does not purported to be all-inclusive or to contain all of the information that the Bidder and its advisers may require or desire in relation to the Project. The Bidder should form its own views as to what information is relevant and make its own investigations, projections and conclusions and consult its own advisers to verify independently the information provided, and to obtain any additional information that it may require, prior to submitting a Bid.

None of PR, any of its subsidiary, the Government nor their respective directors, officers, members, employees, agents or advisers shall have any responsibility for the accuracy or completeness of the contents of the BD (including any opinions expressed) and no representation or warranty, express or implied, is given by any such person as to the accuracy or completeness of such information or opinions. In particular, no representation or warranty is given as to the accuracy, reasonableness or likelihood of achievement of any future projections, prospects or returns.

Neither PR, any of its subsidiary, the Government nor their respective directors, officers, members, employees, agents or advisers shall have any responsibility or liability for any costs, expenses or other liabilities incurred by any participants in the bidding process.

The BD and the information contained therein are confidential and may not be issued, published, distributed or otherwise divulged to any unauthorized persons.

In submitting a Proposal in response to this BD, each Bidder certifies that it understands, accepts and agrees to the disclaimers set forth above. Nothing contained in any other provision of the BD nor any statements made orally or in writing by any person or party shall have the effect of negating or suspending any of the disclaimers set forth in this disclaimer.

Disclaimer

1. “Government” means Government of Pakistan and all its associated Departments, Agencies, Autonomous/Semi- Autonomous Bodies, Boards, Universities and similar other Organizations.
2. “PR” means Pakistan Railways, a Federal Department of Government of Pakistan.
3. “Employer” means Pakistan Railways acting through Chief Engineer / S&C, Pakistan Railways, Headquarter Office, Lahore.
4. “Bidder” means firm / consortia submitted Bid.
5. “Bidding or Competition” means the competition being conducted by Pakistan Railways to select the Bidder on the terms set out in the Bidding Documents.
6. “Project” means the projects offered for participation under Build-Operate-Transfer (B.O.T) or any mode of Public Private Partnership (PPP) and includes engineering, procurement, construction, finance and operation (if applicable).
7. “Concession Agreement” means the Agreement to be entered into between Concessionaire and the Pakistan Railways setting out the rights and obligations of the Concessionaire in relation to the carrying out of the project, its subsequent management, operation and handing over to PR.
8. “Concessionaire” means the firm / consortia emerged as successful in competitive bidding and with whom Concession Agreement will be signed.
9. “Bid or Proposal” means the Technical Proposal and the Financial Proposal.

In this BD, unless the context otherwise requires:

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered in to hereunder;
- (b) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (c) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this BD;
- (d) the words "include" and "including" are to be construed without limitation;
- (e) references to "construction or up-gradation or rehabilitation" include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, up-gradation or rehabilitation;
- (f) any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) any reference to month shall mean a reference to a calendar month;
- (i) the attached volumes of this BD or any Addendum issued later on to clarify the Bidders, if any, form an integral part of this BD and will be in full force and effect as though they were expressly set out in the body of this BD jointly referred as Bid or Proposal;
- (j) unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; and
- (k) Any reference to Bidding Process shall mean the entire process commencing from issuance of BD until signing of Concession Agreement with the Concessionaire.

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SECTION 1

INVITATION FOR BIDDING

SECTION 1: Invitation for Bidding

No. 844-W/507(S&C) PPP/BOT/Tender

Date: -----, 2024.

SUBJECT: INVITATION OF BIDS FOR REHABILITATION / UPGRADATION OF RAILWAY TRACK FROM QUETTA TO KOH – E TAFTAN (638 Kms) ON PPP/BOT BASIS

1. On behalf of Pakistan Railway, Government of Pakistan, the Chief Engineer/Survey & Construction (S&C) invites proposals / bids for the following project:
 - i. Rehabilitation /Up-gradation of Railway track from Quetta to Koh-e-Taftan (638 Kms) on PPP/BOT Basis.
2. The bidding procedure shall be Two Stage in accordance with Public Procurement Rules – 2004.
3. The Bidding Documents (BD) include the following documents:
 - Section 1: Invitation for Bidding
 - Section 2: Introduction of the projects
 - Section 3: Instructions to Bidders
 - Section 4: Conditions of the Competition / Bidding
 - Section 5: Technical Proposal – Standard Forms
 - Section 6: Figures
 - Section 7: Annexes and Appendices
4. It is mandatory for proposals to be prepared using Standard Forms of BD. However, bidder can provide additional information if desired so.
5. In case a Bid is submitted as a consortium or a JV, all members thereof are required to furnish a memorandum of understanding (MoU) legally binding all members, jointly and severally using the format defined in Annex-A Format of Consortium or JV, and a power of attorney in favour of the lead member using the format defined in Annex-B Format of Authorization of Lead Member.
6. The Bids / Technical proposals are to be submitted in separate sealed envelopes at the following address not later than **22nd October, 2024 till 11:00 Hrs.**

Yours truly,

Chief Engineer / S&C

Pakistan Railways, Headquarter Office

Empress Road, Lahore.

042 – 99201625, 99201627

SECTION 2

INTRODUCTION OF THE PROJECT

SECTION 2: Introduction of the Project

2.1 Rehabilitation /Up-gradation of Railway track from Quetta to Koh-e-Taftan (638 Kms) on PPP/BOT Basis

2.1.1 The existing Quetta – Koh-e-Taftan route of Pakistan Railway’s network comprises its following existing sub-sections:

Quetta-Noshki	= 158 km
Noshki-Dalbandin	= 185 km
Dalbandin-Nukundi	= 168 km
Nukundi-Koh-e-Taftan	= 127 km
Total	= 638 km

2.1.2 Quetta-Taftan is an International Route of Pakistan Railways as it connects Zahidan (Iran) and then upto Turkey. This is the main part of ECO route. The plan of existing Quetta – Taftan route is shown in Section-6

2.2 Project Scope:

2.2.1 Up-gradation / Rehabilitation of existing track (as the case may be) in accordance with the minimum scope as defined in the BD.

2.2.2 Operation of freight trains on the up-graded / rehabilitated Railway track from the date of Financial Closing and for the agreed Concession Period, on Revenue sharing basis with Pakistan Railway.

2.2.3 Operation of passenger trains on the up-graded / rehabilitated railway track from the date of Financial Closing and for the agreed Concession Period, on Revenue sharing basis with Pakistan Railway.

2.2.4 Operation and maintenance of up-graded / rehabilitated railway track including its entire allied infrastructure (for both freight & passenger services) for the Concession Period.

2.2.5 Handing over the project infrastructure and allied facilities to the PR at the end of the Concession Period (or sooner if the Concession Agreement is terminated).

2.2.6 The Project is to be implemented on a Build, Operate and Transfer (B.O.T) basis or any other Public Private Partnership (PPP) modal as agreed by the employer. The Concessionaire will have the right to collect and retain revenues accrued from passenger and freight services.

- 2.2.7 The Concessionaire will have the right to collect and retain revenues accrued from railway land falling in the corridor of the project but in accordance with the procedure as defined in **Appendix-A**.
- 2.2.8 The detailed technical parameters applicable to up-graded / rehabilitated railway track, together with the standards and general description of works required, are set out in **Appendix B**.
- 2.2.9 The requirements for the maintenance and operation of the Project are set out in **Appendix C**.

Disclaimer: The above information is provided for firsthand knowledge of the prospective Bidder and contains omissions and errors. The Employer shall not be responsible for any such omission and error. It is the responsibility of the Bidder to actually visit the site, collect necessary information and carryout due diligence before submission of bids.

SECTION 3

INSTRUCTIONS TO BIDDERS

SECTION 3: INSTRUCTIONS TO BIDDERS

3.1 Competitive Bidding Procedure

3.1.1 A pre-bid conference shall be convened as per following schedule:

Date & time: 07th October, 2024 at 11:00 Hrs

Venue: Committee Room No.1, Pakistan Railways, Headquarter Office, Lahore.

3.1.2 The Bidding will be done based on Two Stage bidding procedure in accordance with Public Procurement Rules – 2004 (Rule No. 36,c), which is explained below:

a. First Stage:

- i. the bidder shall first submit, according to the required specification, a technical proposal without price;
- ii. the technical proposal shall be evaluated in accordance with specified evaluation criteria and may be discussed with the bidders regarding any deficiencies and unsatisfactory technical features;
- iii. after such discussions, all the bidders shall be permitted to revise their respective technical proposals to meet the requirements of the procuring agency;
- iv. The procuring agency (employer) may revise, delete, modify or add any aspect of the technical requirements or evaluation criteria, or it may add new requirements or criteria;
 - Provided that such revisions, deletions, modifications or additions are communicated to all the bidders equally at the time of invitation to submit final bids, and sufficient time is allowed to the bidders to prepare their revise bids;
 - Provided further that such allowance of time shall not less than fifteen days in the case of national competitive bidding and thirty days in the case of international competitive bidding;
- v. The bidders not willing to conform their respective bids to the procuring agency's technical requirements may be allowed to withdraw from the bidding without forfeiture of their bid security;

b. Second Stage:

- vi. the bidders, whose technical proposals or bids have not been rejected and who are willing to conform their bids to the revised technical requirements of the

procuring agency, shall be invited to submit a revised technical proposal along with the financial proposal;

- vii. the revised technical proposal and the financial proposal shall be opened at a time, date and venue announced and communicated to the bidders in advance; and
- viii. the revised technical proposal and the financial proposal shall be evaluated in the manner prescribed above. The bid found to be the lowest evaluated bid shall be accepted:
 - Provided that in setting the date for the submission of the revised technical proposal and financial the procuring agency. Pakistan Railway shall allow sufficient time to the bidders to incorporate the agreed upon changes in the technical proposal and prepare their financial proposals accordingly.

3.1.3. Concession agreement will be signed by PR with selected most advantageous Bidder.

3.2 Qualification / Evaluation Criteria

3.2.1 The Bidder shall be evaluated, based on the Evaluation Criteria given on **Appendix-D**, to be declared as qualified for further processing of its Bid. The Bidder failed to meet the mandatory requirement or failed to secure minimum qualifying score shall not be considered for further processing and not allowed to participate in second stage.

3.3 Bidding Documents (BD)

3.3.1 The purpose of BD is to define the conditions, procedures, information requirements and evaluation criteria that apply to the Bids to be submitted by the Bidders.

3.3.2. This BD is set out as follows:

Section 1:	Invitation for Bidding
Section 2:	Introduction of the projects
Section 3:	Instructions to Bidders
Section 4:	Conditions of the Competition / Bidding
Section 5:	Technical Proposal – Standard Forms
Section 6:	Figures
Section 7:	Annexes and Appendices

3.4 Submission, Receipt and Opening of Proposals

3.4.1. The Bidder can participate in more than one projects, However, any bidder participating in any specific project independently, will not become the part of any JV / Consortium in that project. Any bidder becoming the part of any JV / Consortium in

the project will not become the part of any other JV / Consortium in the same project.
The proposals found with such issues will be rejected.

- 3.4.2. Any firm being part of one Consortium / JV cannot become part of any other Consortium or JV.
- 3.4.3. The Proposal, as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language. For any document in other language(s) must be supported by its translation in English.
- 3.4.4. In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the BD. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.4.5. The Bidders are required to submit one original and two copies of Technical Proposal.
- 3.4.6. In addition to above the Bidders are required to provide soft copy of Technical Proposal on CD-Rom or USB.
- 3.4.7. An authorized representative of the Bidders shall initial all pages of the original Technical Proposal. 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 Proposal shall be marked “ORIGINAL”.
- 3.4.8. The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. 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.
- 3.4.9. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the assignment. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated.
- 3.4.10. The Proposals must be sent to the address indicated below and received by the Employer not later than the time and the date mentioned below, or any extension granted thereof. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

Chief Engineer / Survey & Construction,
Pakistan Railways, Headquarters Office,
Empress Road, Lahore.
+92-42-99201625, 99201627

Last Date of Submission 22nd October, 2024 not later than 11:00 Hrs.

- 3.4.11. The Employer shall open the Technical Proposals half an hour after the deadline for their submission.
- 3.4.12. The Bidder shall elaborate in the Technical Proposal the detailed methodology and procedure for executing the project. The Bidder must clearly specify the type of PPP mode proposed for the project.
- 3.4.13. Financial Information or Financial Model is not required at this stage. Bidders are requested not to disclose any financial aspects.
- 3.4.14. The Bidder must provide methodology in the Technical Proposal for project if intend to participate in more than one project.

4 Clarification and Amendment of Bidding Documents

- 4.1. Bidders may request a clarification of any of the Bidding documents, seven days prior to last date of proposal submission. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address. The Employer 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. Should the Employer deem it necessary to amend the BD as a result of a clarification, it shall do so following the procedure as stated in para below.
- 4.2. At any time before the submission of Proposals, the Employer may amend the BD by issuing an addendum. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Evaluation of Technical Proposal

- 5.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the requirements of BD, applying the evaluation criteria, sub-criteria specified in Qualification / Evaluation Criteria in DB. Being Two stage bidding procedure, the Employer may call any or all Bidders for technical discussions. As a result of technical discussion or at Employer's own requirement, the Employer will issue amended / revised proposal to all bidders.
- 5.2 The bidders shall be allowed to resubmit their revised / amended technical proposals, meeting the PR's requirements alongwith Financial Proposal. Sufficient time shall be given to the Bidders to incorporate the agreed upon

changes in the Technical Proposal and to prepare the required financial proposal.

6. Public Opening and Evaluation of Financial Proposals

- 6.1. The revised Technical Proposal along with the Financial Proposal shall be opened publically at a date, time and venue announced in advance for which each Bidder shall be notified in writing. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the opening.
- 6.2 A Committee will evaluate the revised Technical Proposal along with the Financial Proposal. As a result of evaluation, Preferred Bidder, whose technical and financial proposals is most conforming to the requirement of PR and whose financial offer including concession period found to be most advantageous suitable to PR shall be selected for executing Concession Agreement.
- 6.3 The Evaluation Committee will correct any arithmetical / 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. Such corrections shall be binding upon Bidders.

7. Integrity Pact

- 7.1 To comply with requirement of Public Procurement Regulatory Authority (PPRA), the successful Bidder shall sign and stamp the Integrity Pact, as per Standard Format of Pakistan Engineering Council (PEC).

8. Submission to Public Private Partnership Authority (PPPA)

- 6.1 To comply with the provision of PPPA Act, 2017, the Implementation Agency (i.e., Pakistan Railway) is required to obtain approval from PPPA. Therefore, the finalized proposal including technical and financial model will be submitted to PPPA for approval before award of concession agreement.

9. Technical Requirements

- 9.1 The detailed technical parameters applicable to the project together with the standards and general description of works required, are set out in **Appendix-B** to this BD.
- 9.2 The purpose of Appendix-B is to describe the core design and construction requirements for the project.

- 9.3 If, for some of the requirements stated in Appendix B, a Bidder wishes to propose alternatives to what is specified, it must demonstrate that these will provide at least equivalent quality of services with no loss of performance in the short, medium and long run.
- 9.4 It should be noted that the design requirements, standards and specifications given in Appendix B are the minimum requirements, and that the Concessionaire is responsible for ensuring that all works designed and constructed by him, specifications followed and materials procured meet the basic requirements for efficient operation and working of the Railway. The Concessionaire is also required to ensure that all works, execution methods, maintenance activities, materials, etc. meet the national (Pakistan) and international requirements and standards.
- 9.5 Appendix-C summarizes the project operating performance and maintenance levels required to be achieved by the Concessionaire. Failure to meet any of the objectives or parameters, given in Appendix-C are subject to penalties as detailed in the Concession Agreement.

10.Contractual Structure

- 10.1. The projects will be Financed, Built, Owned and Operated by the Concessionaire.
- 10.2 The Concessionaire, before or immediately after signing of Concession Agreement will register its firm / consortia with Security and Exchange Commission of Pakistan (SECP).
- 10.3. For the purpose of construction, the Concessionaire or its nominated contractor shall require to be registered with Pakistan Engineering Council (PEC) and must fulfill the Bylaws of PEC.
- 10.4. The Concessionaire shall require to be registered with Income Tax and Sales Tax department of Federal Board of Revenue (FBR).
- 10.5. The relationship between PR and the Concessionaire shall be governed by the Concession Agreement entered into between the two parties, which will detail the contributions and responsibilities of PR and the Concessionaire, establish the economic relationship inherent in the transaction and set out all other terms and conditions necessary to define the relationship between the two parties. The Draft Concession Agreement shall be provided at Second Stage.

- 10.6. Subject to and in accordance with the terms and conditions set forth in the Concession Agreement, PR shall grant to the Concessionaire the right to investigate, study, design, engineer, procure, construct, finance, operate, maintain and transfer the Project and to exercise and/or enjoy the rights, powers, privileges, authorizations and entitlements as set forth in the Concession Agreement (collectively “the Concession”).
- 10.7. The Concessionaire may undertake the Project through a Special Purpose Vehicle (the “SPV”) incorporated under the laws of Pakistan as a corporate entity, provided that such company’s shareholding is the same as indicated in the Bid.

11. Financial Structure

- 11.1. The Concessionaire will be required to finance the Total Project Budget, and to achieve Financial Closing by the agreed Scheduled Closing Date.
- 11.2. PR envisages the Concessionaire will secure funding for the Total Project Budget from a number of sources, including:
- a. Debt facilities, including commercial, export credit agency (“ECA”), Local and International Bank Loaning and International Financial Institutions’ funding facilities raised in local, regional and international markets keeping in view foreign policies / relations of the Government.
- 11.3. Any of PR assets and particularly land shall not be used as collateral for obtaining loan.

12. Public Sector Contribution / Viability Gap Funding (VGF)

- 12.1. In order to assist the Concessionaire with its financing obligations and to enhance the economic viability of the Project, the Government will, if requested, make available to the Concessionaire a capital grant, to be paid upon Completion. The amount of capital grant requested by each Bidder will be the key financial criterion on which each Bid is evaluated.

13. Project Revenues from Passenger & Freight Services

- 13.1. The Concessionaire will be entitled to collect all revenues from the users of freight transport service on the projects. The price of the freight transport service will be freely determined by the Concessionaire based on market conditions.

13.2. The Concessionaire will be entitled to collect all revenues from the users of passenger transport service on the projects. The price of the passenger transport service will be freely determined by the Concessionaire based on market conditions.

14. Project Revenues from Land

- 14.1. The Government will retain ownership of the land of the projects.
- 14.2. The Concessionaire will be granted a license to use the land for the Concession Period.
- 14.3. The Concessionaire will be permitted to develop the land within the Railway corridor for commercial purposes during the Concession Period. The Concessionaire will have the right to collect and retain revenues accrued from railway land falling in the corridor of the projects but in accordance with the procedure as defined in Appendix-A.

15. Transfer / Adjustment of PR Staff

- 15.1. All PR employees of the project area will be transferred to the Concessionaire via the mechanism summarized below and described in greater detail in the Appendix-E.
- 15.2. All PR staff will be seconded to the Concessionaire on a trial basis for a period of two years (the trial period is extendable for a subsequent period of one year). After this trial period, the Concessionaire will be at liberty to return to the PR, as much staff as deemed appropriate and remaining staff shall be continued to work under the Concessionaire in accordance with terms as set in Appendix-F or any mutually agreed revised terms.
- 15.3. Employees not wishing to transfer to the Concessionaire will be absorbed by the PR.

16. Adjustment of Revenues for trains having Origin-Destination other than the project corridor

- 16.1. For both freight and passenger trains of the Concessionaire, having origin-destination other than the project corridor, the Concessionaire will clearly define these origins and destinations for which System Access Charges (SAC) shall be levied by PR accordingly. Detail of such charges shall be defined in second stage of this tender for preparation of financial model.

- 16.2. For both freight and passenger trains of the PR, which allowed to run on project corridor with mutual consent of both Concessionaire and PR or PR have to operate trains on said corridor in case of emergency, the PR will pay to Concessionaire System Access Charges (SAC). Detail of such charges shall be defined in second stage of this tender for preparation of financial model.

17. Clearing of liabilities of Project corridors

- 17.1. PR currently carrying out various civil works and track works on projects. All such works either completed as per already executed contracts or amicably terminated. All liabilities pertaining to such works shall be cleared by PR.
- 17.2. All other liabilities including utility bills shall be paid by PR before handing over the project section to the Concessionaire.
- 17.3. A comprehensive list of all such works and liabilities shall be prepared jointly by the PR and Concessionaire prior to handing over the projects.

18. Regulatory Framework

- 18.1. The Project and the Concessionaire will be subject to regulatory framework under laws of Pakistan.
- 18.2. Subject to conformity to the laws of Pakistan and review during contract negotiations, an independent regulatory body for the railways in the Pakistan is proposed to be established, governed by a board chaired by the Secretary / Chairperson of Railways. Its principal functions will be:

18.2.1. To license the providers of certain types of railway services.

The purpose of the licensing regime is to ensure that a person proposing to provide the specified railway services is of good repute, safe for operation, financially fit, professionally competent and has adequate insurance cover for its proposed activities.

The specified services comprise the operation of a train on a railway network for any purpose, including the carriage of passengers and goods by railway, the management of a railway network and the management of a

station. The Concessionaire will therefore need to apply for and obtain the necessary licenses before it can operate the ML-2 and services on it.

18.2.2. To monitor and control anti-competitive behavior in railway services markets

These controls will enable the regulatory body to take steps to curb abuse of a dominant position and other anti-competitive practices. Actions which are authorized by the Concession Agreement will not be subject to these controls.

18.2.3. To facilitate access to railway facilities

If a third party is unable to agree terms with the Concessionaire for access to a railway network in connection with the provision of freight or passenger services, it can seek a direction from the Regulatory Body requiring the Concessionaire to grant access. The Concession Agreement may stipulate circumstances in which the Concessionaire cannot be directed by the Regulatory Body to grant access.

18.2.4. To secure the safety of railway activities

A railway safety directorate within the regulatory body will have powers to make regulations to ensure the safety of the Railway operation. Approval from the directorate will be required before new works, rolling stock, plant or equipment are first brought into use and any person providing railway services will have first to obtain safety accreditation.

18.2.5. To investigate railway accidents and incidents

The regulatory body will have the power, and in some cases the duty, to investigate and report on railway accidents and incidents.

18.3. The Ministry of Railways will be responsible for producing and implementing a strategy for the development of railways in the Pakistan with the approval of Railway Board. The Ministry will conduct the tendering of any further concessions and following the award of a concession will administer, monitor and enforce it.

18.4. In carrying out their functions the Ministry and the Regulatory Body will seek to further the development of the Railway system and railway services as set out in the legislation.

18.5.Till the time an independent regulatory body for the railways is established, the Federal Government Inspector of Railways (FGIR), who is an independent entity working directly under the control of Ministry of Railways, will perform all the functions of proposed regulatory body.

19. Project Monitoring during construction / up-gradation

19.1. During construction / up-gradation of the project, PR and Concessionaire shall jointly appoint an Independent Engineer & Independent Auditor for overseeing the Concessionaire's activities, including, but not limited to, assessing various performance metrics such as quality of the work done. The remuneration, cost and expenses of the Independent Engineer & Independent Auditor shall be borne by the Concessionaire.

However, PR and concessionaire may agree mutually on a different kind of monitoring mechanism during the course of tendering.

SECTION 4

CONDITIONS OF THE COMPETITION / BIDDING

Section 4: Conditions of the Competition / Bidding

4.1 General

- 4.1.1 The PR may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- 4.1.2 The PR shall upon request, communicate to any Bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds and The PR shall incur no liability.
- 4.1.3 Among other reasons, a Bid may be rejected if the Bidder:
 - 4.1.3.1 Fails to submit the Bid Security in the form and in accordance with the requirements as stated in the BD.
 - 4.1.3.2 Fails to provide information and technical proposal as stated in the BD.

4.2 Bid Validity

- 4.2.1 The technical proposal / Bids must remain valid for 180 calendar days from the last date of submission. The Employer will make its best effort to complete evaluation and technical negotiations within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their proposals. The proposals of Bidders who agree to such extension shall be processed further. The Bidders who do not agree, have the right to refuse to extend the validity of their Proposals and further processing of their proposal shall be stopped with their bid security shall be returned.
- 4.2.2 The qualified bidder, entitled for submission of revised technical and financial proposal in second stage will extend the validity of bid security further six months.
- 4.2.3 Financial Bids (in Second stage) shall be valid for a period of 180 calendar days from the last date of submission of Financial Proposal in Second Stage.

4.3 Bid Security

- 4.3.1 All Bidders are required to submit a Bid Security with their Bids for a value of Pak Rs10.00 million in accordance with format attached as Appendix-F.
- 4.3.2 Bid Security will be returned to all Bidders, except Selected/ Winning Bidder, within 30 days of the announcement of the selection of the selected Bidder.
- 4.3.3 The Bid Security of the Selected Bidder will be returned upon furnishing the Performance Guarantee (will be defined in Second Stage) and signing of Concession Agreement.
- 4.3.4 A Bidder's Bid Security may be forfeited for a number of reasons, including:
 - 4.3.4.1 If a Bidder withdraws its Bid during the validity period of the Financial Bid, to be submitted in Second Stage;
 - 4.3.4.2 If selected Bidder refuses or fails to Sign the Concession Agreement;
 - 4.3.4.3 If selected Bidder refuses or fails to provide required Performance Guarantee.
 - 4.3.4.4 If the bidder refuses to accept mathematical corrections in the bid.
- 4.3.5 The Bid Security must be issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period of 180 days + 28 days from the last date of submission of Technical Proposal. The Bidder shall be bound to extend the validity till 28 days beyond bid validity period, at the time of issuance of updated or revised technical requirement for Second Stage by the PR.
- 4.3.6 The selected Bidder must extend the validity of Bid Security if Bid Validity is required to be extended by mutual consent of both parties or signing of Concession Agreement is delayed for any reason.

4.4 Performance Security

- 4.4.1 The Concessionaire shall, for due and punctual performance of its obligations under the Concession Agreement, deliver to PR, simultaneously with the execution of the Concession Agreement, an irrevocable bank guarantee (“**Performance Security**”) of an amount, which will be defined in Second Stage

of tender. Such Performance Security shall be valid in accordance with the terms of the Concession Agreement.

4.5 Governing laws

4.5.1 All contracts between the Concessionaire and the PR, including the Concession Agreement and this BD, shall be governed by the laws of the Pakistan.

4.6 Responsibility for verification of information

4.6.1 All information provided by PR to the Bidders is provided without any liability on the part of PR. Bidders are required to carry out their own due diligence and verification of this information.

4.6.2 All information, assumptions and projections contained in the BD and the Feasibility Study (if available) are indicative only and are provided solely to assist in preliminary assessment of the Project. Nothing in these documents or in Feasibility Study or elsewhere shall create any contractual relationship between the PR and any Bidder. Government of Pakistan nor PR or any of its consultants, particularly the Consultants who conducted Feasibility Study will have any liability or responsibility if the information, assumptions and projections contained herein or otherwise in respect of Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections contained in these documents or elsewhere.

4.7 Site visits

4.7.1 Bidders are invited to visit relevant sites of the project area, PR will help in obtaining permissions for visiting the sites, if required, by the Bidders. PR should, however, be given sufficient notice in advance of the visits planned.

4.7.2 All costs incurred by any Bidder in connection with any site visit, survey, inspection or investigation will be the sole responsibility of that Bidder.

4.8 Fraud and Corrupt Practices

4.8.1. The Bidders and their respective officers, employees, agents and advisers are required to observe the highest standard of ethics during the Bidding Process and during the subsistence of the Concession Agreement. Notwithstanding anything to

the contrary contained herein, or in the Draft Concession Agreement, PR shall reject a Bid, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Bidding Process. In such an eventuality, PR shall forfeit in full the Bid Security or Performance Security, as the case may be.

Following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“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;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by PR with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION 5

TECHNICAL PROPOSAL STANDARD FORMS

Section 5: 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

TECH-3 Experience Record

TECH-4 Current Contract Commitments

TECH-5 Personnel Capabilities

TECH-6 Financial Capabilities

TECH-7 Equipment Capabilities

TECH-8 Methodology for Executing Project

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

(Please submit on Company's Letterhead)

To: **The Chief Engineer / S&C,**
Pakistan Railways,
Headquarter Office,
Lahore, Pakistan.

SUBJECT: **REHABILITATION / UPGRADATION OF RAILWAY TRACK OF QUETTA TO KOH-E-TAFTAN (638 Kms) ON PPP/BOT BASIS**

Dear Sir,

We, the undersigned, offer to execute the subject project on PPP/BOT basis. We are submitting our Proposal in association with: _____

[Insert a list with full name and address of each partner of Bidder]

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.

Our Proposal is binding upon us and subject to the modifications resulting from technical negotiation. We understand that the procedure for bidding is Two Stage Bidding, for which we have to revise our Technical Proposals based on modified requirement of PR.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE

Please provide the following information for your firm/entity and each partner (in case of JV)

1. Bidder/Firm's Background and Achievements (min two pages)
2. Organogram.
3. List of professional Staff with Qualification and Experience.

Form Tech-3: Experience Record

Name of Bidder or partner of a joint venture
--

The Bidder shall be required to provide the specified requirements applicable to this form, as set out in “Instructions to Bidders”.

On a separate page, using the format of Form Tech-3A, each Bidder or partner of a Joint Venture is required to list all contracts (completed or In-hand) of a similar nature and complexity for the contract, completed or undertaken during the last Ten years. The information is to be summarized, using Application Form Tech-3A, for each contract completed or under execution by the Bidder or by each partner of a Joint Venture.

Ongoing / In hand project should also be listed on the same format (Form Tech-3A).

Form Tech 3-A: Details of Contracts

Name of Applicant or partner of a joint venture

Use a separate sheet for each contract.

1	Name of Contract		
2	Country		
3	Name of Employer		
4	Employer Address Employer Email Address		
5	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify		
6	Contract Role (Must Tick One)		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: 1px solid black; text-align: center; padding: 5px;">Sole Contractor</td> <td style="width: 50%; border: 1px solid black; text-align: center; padding: 5px;">Partner in a Joint Venture</td> </tr> </table>	Sole Contractor	Partner in a Joint Venture
Sole Contractor	Partner in a Joint Venture		
7	Contract Nature (Must Tick One)		

	(i) Transportation projects (Railway Light rail, metro or highway on any of PPP mode like BT/BOT/ROT/BOO T basis over last 10 Years	(ii) Railway, Light rail, metro or highway Projects on EPC+O&M over last 10 years	(iii) Experience of individual Works similar to those included in item i) and ii) (such as embankments, bridges, track, signaling etc.)	(iv) Any other
8	Project Domain (Must Tick One)			
	Railway		Ligh Rail	
	Metro		Highway	
9	Value of the total contract (in specified currencies) at completion, or at date of award of contract Currency(Original)..... Currency(Pak Rs.).....			
10	Date of Award			
11	Date of Completion (In case of Completed Project)		Date of Expected Completion (In case of ongoing project)	
	12 Contract Duration (Years and Months)____Years ____Months			
13	Salient features of BOT/EPC-O&M contract			
14	Specified Requirement (if any)			

Form Tech-4: Current Contract Commitments

Summary Sheet: Current Contract Commitments/Works in Progress

Name of Bidder or partner of a joint venture
--

Bidder and each partner of JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

Name of Contract	Value of Outstanding work (Equivalent Pak Rs. Millions)	Estimated Completion Date
1.		
2.		
3.		
4.		
5.		
6.		

Form Tech-5: Personnel Capabilities

Name of Bidder

For specific positions essential to contract implementation, Bidder should provide the names candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form Tech-5A for each candidate.

1.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
2.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
3.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
4.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate

Form Tech 5A: Candidate Summary

Name of Applicant

Position	Candidate Expected Status [Must Tick one] <input type="checkbox"/> Head Office Staff <input type="checkbox"/> Field Staff	
Candidate information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualification	
	4. Overall Professional Experience(Years)	
Present employment	5. Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	Telex
	Job title of candidate	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

Month/ Dates/Years		Company / Project / Position / Relevant technical and management experience
From	To	

Form Tech-6: Financial Capability

Name of Bidder or Partner of a Joint Venture

Bidder, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each Bidder or partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. Copies of the audited balance sheets for last 5 years should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the previous five years, based upon known commitments, projected assets and liabilities in Pak Rupees equivalent for the next two years.

Sr.NO.	Financial information in Pak Rs. or equivalent	Actual: previous five year					Projected: next two years	
		1	2	3	4	5	6	7
1.	Total assets							
2.	Current assets							
3.	Total liabilities							
4.	Current liabilities							
5.	Annual Turnover							
6.	Available Credit Line							
7.	Working Capital							
8.	Profit before taxes							
9.	Profit after taxes							

Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments.

Source of financing	Amount (Pak Rs. or equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements for the last five years (for individual applicant or each partner of joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.

Form Tech-7: Equipment Capabilities

Name of Bidder

The Bidder shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in the BD. A separate Form shall be prepared for each item of equipment listed in Evaluation Criteria, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
	7. Quantity (No.)	
Source	8. Indicate source of the equipment [Must Tick one] <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased	

Omit the following information if it is owned by the Applicant or partner.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreement	Details of rental/lease specific to the Project.	

FORM TECH-8 METHODOLOGY FOR EXECUTING PROJECT

1. The Bidder shall elaborate the detailed methodology and procedure for executing the project. The Bidder must clearly specify the type of PPP mode proposed for the project.
2. Financial Information or Financial Model is not required at this stage. Bidders are requested not to disclose any financial aspects.
3. The Bidder must provide methodology separately for each project if intend to participate in more than one project.

SECTION 6

ROUTE MAP

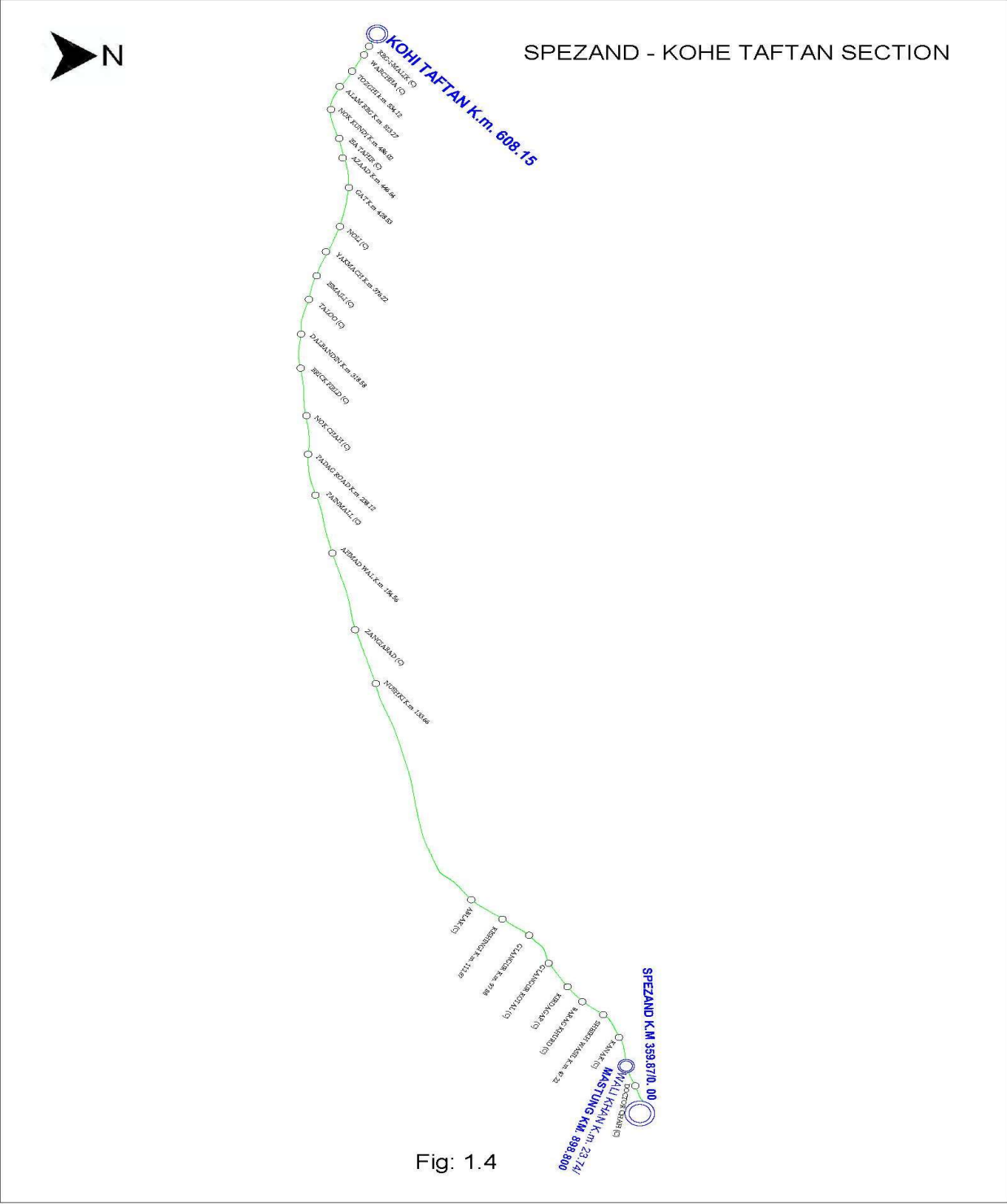


Fig: 1.4

SECTION 7

ANNEXES AND APPENDICES

Annexure-A

Format of Consortium or Joint Venture

General Information

Name of Project (Please mention the name of project to be bided for)

The Bidders are required to provide following information which is necessary for further processing of the proposals:

1. Whether, applied as Single Entity or Joint Venture / Consortium, please specify.
2. In case of Joint Venture / Consortium provide the following information along with attached Form **Annexure-2A** for all JV partners.

S.No.	Name of Joint Venture / Consortium partners	% share proposed for the project along with description of tasks
1.	Lead Partner	
2.	Partner No.1	
3.	Partner No.2	

Note: The bidder may add extra rows, in case of more than three partners.

3. The Single Entity or Joint Venture / Consortium 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 **Annexure-2B**.
4. Certificate / affidavit that the bidder is not blacklisted by any government department / authority of any country.
5. For local bidders, National Income Tax number (NTN) of Pakistan and for foreign firms Tax Registration Number of parent country, in case of JV / Consortium please provide this information for all partners. (please attach copies of valid registration)
6. For local bidders, Registration with Pakistan Engineering Council (PEC) and for foreign firms relevant registration with relevant engineering bodies of parent country. (please attach copies of valid registration)
7. Last three years audited reports of accounts of the firm or all the firms in case of JV / Consortium.
8. Power of attorney to sign the proposals on behalf of JV / Consortium.
9. Joint Venture agreement in case of JV / Consortium executed between all the partners.

Basic Information

1. Name of Firm/Bidder.
2. Office address in Pakistan.
3. Office address overseas (if applicable).
4. Organization Chart (Please attach).
5. Telephone & Fax
6. e-mail
7. Contact person
8. Place of incorporation / registration of the firm
9. Year of incorporation / registration of the firm
10. Country of origin (if other than Pakistan)
11. Type of organization (whether partnership / sole proprietorship / public limited company / private limited company (Attach copy of Memorandum of Article, Memorandum of Association and registration certificate with Security Exchange Commission or Registrar of Firm or authorized department of the respective country)

Note: In case of JV / Consortium above information should be provided for all partners separately.

Litigation History

The Bidder, including each of the partners of a joint venture / Consortium, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of joint venture / Consortium.

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

Authorization of Lead Firm

We, the undersigned partners of JV / Consortium for the project of (Name of Project), do hereby authorize M/s (Name of Lead Partner) on our behalf to do all such acts necessary in connection with our proposal and providing information / responses for the completion of the project.

Name of Signatory: _____

Name of Signatory: _____

Designation of Signatory: _____

Designation of Signatory: _____

Name of Firm (Partner-1): _____

Name of Firm (Partner-2): _____

Address of Firm: _____

Address of Firm: _____

Telephone No: _____

Telephone No: _____

Fax No: _____

Fax No: _____

Note: The authorization of Lead firm is required to be signed by all the partners.

**UP-GRADATION OF EXISTING RAILWAY TRACK FROM
QUETTA TO KOH-E-TAFTAN (638 KMS)**

Existing sectional details are given a under:-

- Route Length = 638 Kms
- Numbers of Curves = 248 Nos.
- Maximum degree = 10 Degree
- Numbers of Stations = 20 Nos.
- Proposed Sectional Speed = 30/40/65 KMPH
- Number of Manned L-xings = 2 Nos.
 - i) Interlocked = 1 No.
 - ii) Non-Interlocked = 1 No.
- Number of Un-Manned L-xings = Nil
- Numbers of Bridges = 398 Nos.

Steel Bridges	Arch Bridges	Hume Pipe & Others	Box Culverts	RCC Slab	Steel Trough	Open Top	Rail Cluster
48	76	226	2	20	3	23	-

- Signaling and Interlocking system = Non-Interlocked
- Block System = Absolute Block System
- Ruling Gradient = 1 in 50
- Numbers of Tunnel = 4 Nos. (from 212' to 2680' long)
- Feasibility Study = Completed

**DETAILS OF LAND FALLING IN THE CORRIDOR OF THE PROJECTS AND
TORs
FOR COLLECTING THE REVENUES FROM THE RAILWAY LAND**

1. **Details of Land falling in the corridor of the project**

- i) Project of Up-gradation of existing railway track from Quetta to Koh-e-Taftan (638 Kms)

Land under operational use (Acres)	Land under encroachments (Acres)	Katchi Abadis (Acres)	Land Leased out (Acres)	Total Land (Acres)
11605	91	0	68	11763

2. **Policy / TORs for Generating Revenues from Railway Land.**

- i. The Concessionaire will have the right to collect and retain revenues accrued from allocated railway land falling in the corridor of the project during the concession period. However, no long term (more than five year) leasing of land will be done. The renting out of land for different purposes will be done.
- ii. Any of PR assets including land shall not be used as collateral for obtaining loans.
- iii. The Government will retain the ownership of the land falling in the corridor of the project.
- iv. The concessionaire will be granted a license to use the land during the concession period.
- v. The concessionaire will not be permitted to allow encroachments of railway land during the concession period besides, concrete steps shall be taken by the concessionaire to remove the existing encroachments.
- vi. The complete land of the major stations, falling in the corridor of the project, shall not be handed over to the concessionaire however, the land required by the concessionaire for passenger facilities and freight handling shall be provided during the concession period. The detailed land plans in this regard will be prepared in 2nd stage.
- vii. The concessionaire will be permitted to develop the land within railway corridor for commercial purpose during the concession period. The concessionaire will have the right to collect and retain revenues accrued from the allocated railway land falling in the corridor of the project on the following modal subject to the approval of the PR:-
 - a. On BOT Basis and the infrastructure developed for such purpose will be handed over to Pakistan Railways after the expiry of concession period.

TECHNICAL PARAMETERS FOR LAYING NEW TRACK / UP-GRADATION OF EXISTING TRACK GAUGE OF TRACK

Gauge of track will be Standard Gauge / Broad Gauge as detailed below.

Sr. No.	Name of project	Track Gauge
1.	Upgradation of Existing Railway track from Quetta to Kohe Taftan (638 Km).	Existing is Broad Gauge (BG), however, Bidder can propose Standard Gauge (SG)

Track Materials

Sr.	Track Component	Description
1.	Rail	54 E1 or 60 E1
2.	Sleepers	Prestressed Concrete Sleepers
3.	Design Loading	Axle load – 25 M. Ton and for bridges 28 M. Ton
4.	Sleeper density	As per design for desired speed and axle load
5.	Fastening System	Elastic preferably W-14 type fastening system
6.	Ballast Cushion	30cm (12)” deep ballast cushion or as per design
7.	Sub-base	Sub-base layer 15cm (6)” depth or as per design
8.	Welding	Continuous Welded Rails (CWR)
9.	Turnouts / Crossovers	As per international standard with concrete ties
10.	Size of Crossing	Main line to loop shall preferably be 1:16 or as per site requirement
11.	Center to Center Distance of two tracks	Minimum 15ft-6in or as per international standard

Signaling and Telecommunication

- i. Station Interlocking - Computer based interlocking system (CBI) or any other suitable proposed by the Bidder.
- ii. Block Operation - Absolute Block System.
- iii. Communication System – Optical Fiber or any other suitable mode of communication.

Level Crossings and Bridges:

- i. The priority will be flyovers and Underpasses as per site requirements.
- ii. All the level crossings will be manned and interlocked with signal.
- iii. Type and size of the bridges will be decided by the designer; however, all the bridges will be designed on HMBG (28 tons axle load) as per Bridge Rules of Pakistan Railways.

Buildings and Allied Facilities:

- i. All the buildings will be constructed as per building code of Pakistan and standard specifications of Pakistan Railways.
- ii. Allied facilities for Maintenance for Infrastructure as well as rolling stock will be established as per requirements on international or Pakistan Railways' Standards.

TRACK MAINTENANCE AND TOLERANCES

Maintenance: -

Track must be maintained as per Pakistan Railways **WAY AND WORKS MANUAL** (1969) guidelines. However, the track tolerances as described in chapter 8, are given below.

Service Tolerances:

A. Alignment:

Tolerances in the Alignment are as under: -

Sr.	Track	Generally	Isolated location
1	Straight	+/- 5mm	+/- 10mm
2	Curved	+/- 5mm	+/- 7mm

B. Un-Evenness:

Sr.	Generally	Isolated location
1	6mm	10mm

C. Cross level and Cantt:

The relative difference in the level of two rail tops at the same location is called cross level.

Tolerance of +/- 6mm is permitted.

D. Twist:

The variation of cross level measured in 3m length of straight track are given below.

Sr.	Speed	Max. twist per meter
1	Over 100 km/h	4.0 mm/m
2	80 km/h to 100 km/h	5.0 mm/m
3	60 km/h to 80 km/h	6.0 mm/m
4	60 km/h or below	7.0 mm/m

E. Gauge:

Gauge should be adjusted when following permissible tolerances are exceeded.

Sr.	Speed	Extreme limits (mm)		Curved beyond 4 Degree (mm)	Maximum variation from sleeper to sleeper (mm)	Maximum variation in 20m (mm)
		Straight	Curved up to 4 Degree			
1	Over 100km/h	+6	+13	+20	2	8+5 -3
		-3	-3			
2	80 km/h to 100km/h	+8	+13	+20	3	9+5 -4
		-4	-4			
3	60 km/h to 80km/h	+10	+15	+20	-	-
		-4	-4			
4	60 km/h or below	+10	+15	+20	-	-
		-4	-4			

F. International Maintenance Standard

- i. The Concessionaire shall be at liberty to follow PR standards for maintenance or adopt any recognized international standard with the consent of PR.
- ii. If any maintenance standard found deficient in PR's standards, the Concessionaire may adopt any international standard for such item but with the consent of PR.

1. Qualification Criteria

1.1. General:

Qualification will be based on the criteria given in succeeding paras regarding Bidder's financial soundness, experience profile, personnel capabilities and equipment capabilities as demonstrated by the Bidder's response in the forms attached to this document. The experience and resources of any firm as sub-contractor shall not be taken into account in determining the Bidder's score. However, Joint Venture experience & resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in case of Joint Venture. The broad criteria for qualification shall be as under:

Sr. No.	Category	Weightage/Marks
1.	Experience Record	45
2.	Financial Soundness	35
3.	Personnel Capabilities	10
4	Equipment Capabilities	10
	Total:	100

1.2. Minimum Score required for qualification

Qualification status shall be decided on the basis of Pass/Fail basis. The minimum overall score needed by a Bidder for qualification is 65 points.

1.3. Experience Record

Credit marks for experience shall be awarded on the basis of following qualifications:

Sr. No.	Description	Maximum Points
i)	Transportation projects (Railway, Light rail, metro or highway) completed on any of PPP mode like BT/BOT/ROT/BOOT basis over last 15 Years (Completed)	15
ii)	Railway, Light rail, metro or highway Projects completed on EPC+O&M over last 15 years. (Completed)	10
iii)	Projects of similar nature and complexity (same as i & ii above) (In hand)	10
iv)	Experience of individual Works similar to those included in item i) and ii) (such as embankments, bridges, track, signaling etc.)	10
	Sub-total:	45

The quantification for each abovementioned five sub-categories shall further be evaluated as under:-

Sr. No.	Description	Maximum Marks	Distribution of Marks	
			Item	Score
i).	Transportation projects (Railway, Light rail, metro or highway completed on any of PPP mode like BT/BOT/ROT/BOOT basis over last 15 Years (Completed))	15	1 Project	7
			2 Projects	9
			3 Projects	11
			4 Projects	12.5
			5 Projects	14.0
			6 Projects	15
ii).	Railway, Light rail, metro or highway Projects completed on EPC+O&M over last 15 years (Completed)	10	1 Project	5
			2 Projects	6
			3 Projects	7
			4 Projects	8
			5 Projects	9
			6 Projects	10
iii).	Projects of similar nature and complexity (i & ii) (In hand)	10	1 Project	3
			2 Projects	5
			3 Projects	7.5
			4 Projects	10
iv).	Experience of individual Works similar to those included in item i) and ii) (such as embankments, bridges, track, signaling etc.)	10	1 Project	2
			2 Projects	4
			3 Projects	6
			4 Projects	7
			5 Projects	8
			6 Projects	9
			7 Projects	9.5
			8 Projects	10
Total Marks Allocated		45		

Note: Please attach completion certificates for completed projects and letter of Intent/ copies of contract for projects in hand issued by the Employer.

1.4. Financial Soundness

Credit marks shall be awarded on the basis of the following criteria:

Sr. No.	Description	Maximum Marks
i)	Average Annual turnover for Last 5 years	15
ii)	Available Bank Credit Line	10
iii)	Average Working Capital for last 5 years	10
	Sub-total:	35

The quantification of each of four sub-categories shall be evaluated as under:-

Sr.No.	Description	Marks Assigned	Criteria for Marks Obtained	
a)	Average Annual turnover for Last 5 years (total in case of JV or consortium)	15	Turnover of \$ 500 million and over – 15 marks	
			Turnover less than \$500 million – to be reduced on prorated basis	
b)	Available Bank Credit Line (total in case of JV or consortium)	10	Bank Credit Line (Rs. In Million)	Marks
			15000 or more	10
			Less than 15000	Prorate basis
c)	Average Working Capital for last 5 years (total in case of JV or consortium)	10	Working Capital (Rs. In Million)	Marks
			15000 or more	10
			Less than 15000	Prorate basis
Total Marks Allocated		35		

Note: The Bidders are required to submit certified documents from banks/ financial institutions etc. and audited financial statements for last 3 years. In case these are not provided zero score shall be given for Financial Soundness.

1.5.PERSONNEL CAPABILITIES

- i). The Bidder must have in his employment suitably qualified personnel to fill the key management and specialist positions which shall meet the specified criteria of experience provided in the paras below.

- ii). For the personnel proposed for position of Project Manager & Site Engineer, the minimum qualification shall be B.Sc (Engg).
- iii). Evaluation shall be made as per Scoring Criteria explained in paras below.
- iv). The information provided in relevant Forms to this document shall be used for evaluation.
- v). Credit marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points
i)	Head office	
	Number of professionals in employment of the firm	3
	Experience of professionals in number of years	4
	Sub Total	7
ii)	Field Staff	
	Number of professionals in employment of the firm	1.5
	Experience of professionals in number of Years.	1.5
	Sub Total	3
	Total:	10

The minimum experience of the professionals shall be as under:-

Sr.No	Position	Minimum Qualification	Nature of Experience	Minimum Relevant Experience (Years)
1	Project Manager (Civil Engineer)	B.Sc Civil / B.Sc Railway Engineering	Perform duties of Project Manager for Railway Project	15
2	Planning Engineer (Civil)	M.Sc Transportation / Transportation Planning	Planning and Scheduling of Transportation Projects	10
3	Project Engineer Railway Track	B.Sc Civil / B.Sc Railway Engineering	Construction Management of Railway Track	10

Sr.No	Position	Minimum Qualification	Nature of Experience	Minimum Relevant Experience (Years)
4	Project Engineer Bridge & Infrastructure	B.Sc Civil / B.Sc Railway Engineering	Construction Management of Bridges	10
5	Railway Track Design Expert	M.Sc Transportation	Design or Construction Supervision of Railways Track Alignment	10
6	Railway Mechanical Engineering Expert	B.Sc Mechanical	Procurement, Maintenance or Operational Management of Railway Rolling Stock	10
7	Railway Signalling expert	B.Sc Electrical Engineering	Establishment, Maintenance or Operational Management of Modern Signalling System	10
8	Railway Telecommunication expert	B.Sc Telecommunication / B.Sc Electrical Engineering	Establishment, Maintenance or Operational Management of Modern Telecommunication System	10
9	Railway operations expert	Any Graduation with experience of Railways operations / working under Occupational group of Railways	Management of Train Operation over Modern Signalling System	10
10	Railway commercial expert	Any Graduation with experience of Railway commercial working / working under Occupational group of Railways	Management of Railway Traffic / Fare system	10
11	IT expert	M.Sc Computer Science	Establishment & Management of IT Networks	10
12	Transaction Advisor	CA/ M.SC Economics/ MBA	Transaction Advisory	10
13	Accounting expert	CA	Management of Accounts	10

The capabilities of staff to be deployed on the project shall be assessed on the basis of requirements given below:-

- i) In case the proposed staff was found below the requirement or necessary documents are not submitted, that professional will not be considered in evaluation. Necessary documents include copies of appointment letters or salary slips.
- ii) If more than one person is nominated against above mentioned professional positions as prime candidate, only one person will be considered in evaluation with highest experience.

The detailed quantification procedure is given as under:-

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained	
i)	Head Office M.Sc/B.Sc Engineers professionals with relevant Experience	7	No. of Professionals having 15 years or more experience	Score
			Less than 10	$(A/10)*3$
			For 10 or more	3
			$(A = \text{No. of Professionals having 15 years or more experience})$	
			No. of Engineer or Professionals	Score
			Less than 13	$(A/13)*4$
			For 13 or more	4
			$(A = \text{No. of Engineers / Professionals})$	
ii)	Field Staff	3	No. of professionals having 10 years or more experience	Score
			Less than 10	$(A/10) *1.5$
			For 10 or more	1.5
			$(A = \text{No. of Professionals having 10 years or more experience})$	
			No. of professionals having	Score
			Less than 15	$(A/10) *1.5$
			For 15 or more	1.5
			$(A = \text{No. of Professionals})$	
Total Marks Allocated		10		

1.6 Equipment Capabilities

Credit marks shall be granted on the basis of the following criteria for various kinds of equipment relevant for the Project:

The detailed quantification procedure is given as under:-

1.6.1 List of Major Equipment

Sr.No.	Equipment Type and Characteristics	Required Quantity No.	Weightage	Explanation for Marks Obtained
1.	Track layer machines	2	15	<p>If the Contractor meets the minimum Required Quantity. Score for each equipment will be calculated as follows</p> <p>Component Score=Weightage</p> <p>If the available quantity of each equipment is less than specified limit, the score of each equipment will be calculated as follows:-.</p> <p>Component Score = Weightage x (A / Required Quantity) but not greater than Weightage</p> <p>A = Available quantity of each equipment of each Item.</p> <p>Total Marks = (Component Score /100) * 6</p>
2.	Duomatic Tamping machines	2	15	
3.	Track individual sleeper changing Machine	2	7	
4.	Ballast Cleaning Machine	1	7	
5.	Excavator	5	3	
6.	Telescopic track cranes(10 Ton)	4	3	
7.	Crane with Bucket for inspection of bridges	1	3	
8.	Mobile rail welding plant	2	7	
9.	Batching plant for concrete mix	4	7	
10.	Locomotives	5	10	
11.	Rolling stock for material transportation wagons	150	10	
12.	Material lorries with crane	10	7	
13.	Road vehicles for transport	10	6	
	Total marks (Max)			6

Critical equipment required for the Project (civil works) shall be specified by the User/Employer in Application Form A-9. High value equipment should be an option to purchase, lease or hire.

1.6.2 List of Minor Equipment

Sr. No.	Description	Required Quantity (No.)	Weightage	Explanation for Marks Obtained
1	Batching Plant (30cuM/hr Cap.)	2	10	If the Contractor meets the minimum Required Quantity.

2	Concrete Pump	2	10	<p>Score for each equipment will be calculated as follows</p> <p>Component Score=Weightage</p> <p>If the available quantity of each equipment is less than specified limit, the score of each equipment will be calculated as follows:-.</p> <p>Component Score = Weightage x (A / Required Quantity) but not greater than Weightage</p> <p>A = Available quantity of each equipment of each Item.</p> <p>Total Marks = (Component Score /100) * 4</p>
3	Crane Mobile (30 Ton Cap.)	2	10	
4	Crane Tower (30 M Boom)	2	10	
5	Dumper Trucks	8	5	
6	Shower/ Loader/ Backhoe	4	5	
7	Steel cutting & Bending Machine	2	5	
8	Concrete Transit Mixer (6 cuM/hr)	4	5	
9	Cabin Hoist (1500 Kg Cap.)	2	10	
10	Air Compressor (15 HP Cap.)	2	10	
11	Formwork	50000 Sft	10	
12	Scaffolding Pipe	50000 Rft	10	
Total Marks (Max)				

1.7 Mandatory Requirements

Following shall be the mandatory requirements that each Firm/Constructor/any partner of Consortium or Joint Venture has to meet with in order to be processed for evaluation purposes.

- i. Must have completed at least one project of length not less than 100 Kms i.e. Up-gradation of existing or construction of new Transportation project (Railway, Light rail, metro or highway) completed on any mode of PPP including BT/BOT/ROT/BOOT basis over last 15 Years or up-gradation of existing or construction of new Light rail or Railway Projects completed on EPC+O&M over last 15 years with minimum length of 100 Km.
- ii. The Bidders (or any company / firm proposed by Bidder for construction) must be registered with Pakistan Engineering Council (PEC). In case of foreign firms, the Bidder must be registered with respective regulatory body of that country in the relevant category. Such a company in case it

wins the contract solely or as a JV will have to get itself registered with PEC, as per its bye-laws in vogue. For JVs, the said condition must be fulfilled by the lead partner.

- iii. The Bidder shall be registered with Income Tax Department of the respective country. (Registration Certificate be attached)
- iv. The Bidder and it's any Employee was never Black Listed by any Government / Semi Government, Autonomous or state owned organization of any country.

Note: If the Bidder fails to fulfill the mandatory requirements, his/their Application will not be considered for further processing and they shall be declared disqualified.

Transfer / Adjustment of Pakistan Railways Staff

1. All P.R. Staff will be transferred to Concessionaire on a trial basis for a period of two years (Extendable for another period of one year). After this trial period, the Concessionaire will be at liberty to return the staff to PR, as much staff is deemed appropriate and remaining staff will continue under the Concessionaire in accordance with the terms and conditions given in the proceeding paras.
2. Employees not willing to transfer to Concessionaire will be absorbed by PR on other sections.

Terms and Conditions

- i. All PR staff will continue working under the Concessionaire during the trial period. After that the Concessionaire may return the surplus staff as deemed appropriate to PR. If any staff manages to get the stay order from the court, he will be liability of Pakistan Railways regarding his pay and other allowances admissible to him.
- ii. During the trial period, the payment of staff along with allowances and TA/DA, will be responsibility of the Concessionaire as admissible as per rules and regulations.
- iii. On superannuation / premature retirement of any employee during the trial period, the payment of settlement dues and pension of such employees will be responsibility of PR.
- iv. The list of surplus staff, after the trial period, will be provided to PR by the Concessionaire, three months prior of handing over so as to plan the relocation and adjustment of the surplus staff.
- v. The staff will remain the government servant and will continue to avail the facilities / privileges already enjoyed by them during the trial period but the Concessionaire shall bear the responsibility of pay, allowances and TA/DA. The passes and PTOs shall be admissible to the staff as per their entitlement but the expenditure of passes and PTOs will be borne by the Concessionaire.
- vi. During the trial period, the Concessionaire is at liberty to hire the services of qualified persons from the market in addition to the PR staff.
- vii. The administrative control of PR staff, working with the Concessionaire, will be vested with the Concessionaire. However, PR will initiate and finalize the disciplinary proceedings (if any) against the employees as per rules and regulations on the recommendations / complaints of Concessionaire.
- viii. The staff will be nominated for promotion courses as per their seniority and they will be promoted as per rules and regulations by the Railway administrations as per their seniorities. The Concessionaire will be bound for the payment of increased pay and allowances as admissible to him.
- ix. After getting promotion, any employee can be retained by the Concessionaire, against the lower post but he will be paid the pay and allowances of higher post. In case the Concessionaire does not want to retain the promoted employee at higher pay and allowances then he will be adjusted by PR as per his post.
- x. The existing Government Servants (E & D) rules 1973 shall continue to be applicable on the PR staff. Pending disciplinary actions against the staff will be finalized by the competent authority of railway administration.

- xi. The performance evaluation reports of the staff will be initiated by the railway administration on basis of quarterly working reports provided by the Concessionaire.

**BID SECURITY
(Bank Guarantee)**

Security Executed on _____

(Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

- (1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

2. _____

Name, Title & Address