

PAKISTAN RAILWAYS

PREQUALIFICATION DOCUMENTS

Outsourcing Commercial Management of ZBCs of Cargo Express Trains Through Open auction		
Trains	From	To
Cargo Express (501 Up/5+02 Down)	Karachi Bandar	Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNx & KRK) & Vice versa
Cargo Express (503 Up/504 Down)	Karachi Bandar/City/ Wazir Mension	Multan, Faisalabad & Vice versa



21st April, 2026

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

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SECTION -1: Invitation for Prequalification for Bids through Open Auction

TO:

SUBJECT: SELECTION OF CONTRACTORS FOR OUTSOURCING OF THE COMMERCIAL MANAGEMENT OF ZBCs BY CARGO EXPRESS TRAIN (501 Up/502 DOWN) & (503 Up/504 DOWN) THROUGH OPEN AUCTION.

In accordance with the advertisement published in the press as well as available on PR website, Pakistan Railways invites applications for **prequalification** from interested parties for participation in the **open auction** for awarding the commercial management of Cargo Express (501 Up/502 Down) & (503 Up/504 Down) Trains.

Procedure for Prequalification and Open Auction:

1.1 Interested parties shall first undergo **prequalification**, as per the requirements laid down in the Prequalification Document.

1.2 Only those participants who qualify under the prequalification process shall be **eligible to participate in the open auction**.

1.3 The **date, time and venue** of the open auction will be intimated later to the prequalified participants only.

1.4 Each prequalified participant shall be required to deposit the **Bid Security** in the prescribed manner and form, as stipulated in the Prequalification Documents, before participating in the open auction.

1.5 During the open auction, prequalified participants will be allowed to **submit multiple competitive bids** for the concerned train(s). The auction will be conducted in a transparent manner in presence of all participants.

1.6 The highest evaluated bid in the open auction shall be considered for award, subject to compliance with all terms and conditions prescribed in the Prequalification and Auction Documents.

Issued Documents:

Prequalification Documents containing the following are hereby issued to the interested parties for submission as per instructions:

- General-1: General Information
- General-2: Litigation History

- Section-1: Invitation for Prequalification
- Section-2: Instructions to Participants (including Data Sheet)
- Section-3: Conditions of Contract
- Section-4: Terms of Reference
- Section-5: Appendices
- Section-6: Standard Forms

Bid Security:

Only those prequalified participants who deposit the prescribed **Bid Security** in acceptable form shall be eligible to participate in the open auction.

(Chief Marketing Manager)

P.R, HQ office Lahore

Phone 042-99201665

Fax No. 042-92201759

General Information – Form General -1

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

1. Name of Individual/Firm/Party
2. Contact person's details
3. The list of Directors, if any and the business address.
4. Firm/Company registration certificate.
5. Present business.
6. Telephone & FAX, E-mail & website
7. Bank statement for the last three years.
8. Income Tax returns for the last three years alongwith Income Tax number NTN.
9. Partnership deed, if any.
10. Experience certificate in the field of transportation General / Cargo Parcel.
11. Affidavit indicating that individual/party/firm is never blacklisted by any Government Department or Bank.
12. Affidavit indicating that individual/party/firm is not under litigation against Pakistan Railways in any court of law.
13. Copy of CNIC.
14. Complete mailing address.
15. P.R. may call any other information whenever required.
16. The bidders are required to provide accurate information on any litigation and 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.
17. No default certificate.
18. Power of Attorney in terms of authorized representative to sign the Bid documents.

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 Chief Marketing Manager, Pakistan Railways, Headquarter Office, Lahore. The Deputy Chief Marketing Manager, (representative of Client) will sign the agreement with selected Bidder on behalf of the Client.
- (c) "Participant" or "Prequalified Party" means any entity/firm/consortium of firms that may, upon prequalification, become eligible to participate in the open auction for the commercial management of Cargo Express Train (501 Up/502 Down) & (503 Up/504 Down).
- (d) "Agreement" means the Agreement signed by the Client or his representative and the Contractor and all the attached documents.
- (e) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific conditions.
- (f) "Instructions to Participants" means the document which provides Participants with all necessary information to prepare and submit their Prequalification Documents, and the process for participation in the open auction.
- (g) "Personnel" means professionals and support staff proposed / provided by the Bidders to perform the services.
- (h) "Assignment" means the work to be performed by the Contractor pursuant to the Agreement.
- (i) "Terms of Reference (TOR)" means the document included in the Prequalification Documents which explains the objectives, scope of work, activities, tasks to be performed, and respective responsibilities of the Client and the Contractor/Successful Participant.

1. Introduction

- 1.1 The Client named in the Data Sheet will prequalify Participants in accordance with the method specified in the Data Sheet. Only those prequalified Participants shall be allowed to take part in the open auction.
- 1.2 Interested parties are invited to submit Prequalification Documents for the assignment named in the Data Sheet. The prequalification shall form the basis for eligibility to participate in the open auction.
- 1.3 Participants should familiarize themselves with the assignment conditions and take them into account while preparing their Prequalification Documents. For obtaining firsthand information, Participants are encouraged to visit relevant sites before submission. Participants should contact the Client's representative named in the Data Sheet for necessary information.
- 1.4 Participants shall bear all costs associated with the preparation and submission of their Prequalification Documents. The Client is not bound to accept any submission, and reserves the right to annul the prequalification/auction process at any stage, without thereby incurring any liability to the Participants.

Fraud and Corruption

- 1.5 The Pakistan Railways requires Bidders participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy Pakistan Railways:
- (a)** Defines, for the purpose of this paragraph, the terms set forth below:
- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of agreement;
 - (iii) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of agreement.
- (b)** Without prejudice to any other remedy available under the law the client will reject a Bid for award if it determines that the Bidders recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive

- practices in competing for the agreement in question;
- (c) will sanction a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Pakistan agreement if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Pakistan agreement; and
 - (d) Will have the right to require that a provision be included in the contract requiring Bidders to permit the Government of Pakistan to inspect their accounts and records and other documents relating to the submission of Bids and agreement performance, and have them audited by auditors appointed by the Government of Pakistan.

Multiple Bids

- 1.7 In the open auction, each bidder may offer bids for one or more ZBCs for 501UP/ 502Dn or 503Up/ 504Dn). Multiple bids from the same bidder shall be acceptable, provided that each bid clearly specifies the route and the offered rate
- 1.8 During the auction, each ZBC wagon will be offered individually with a benchmark amount. All eligible bidders may participate in the bidding for each wagon in sequence (first, second, and so on). If different freight rates are quoted for different wagons, then at the conclusion of the auction, the highest bid received will be adopted as the uniform freight rate for all wagons.

Bid Validity

- 1.9 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.

- 2.1 Bidders may request a clarification regarding any part of the Prequalification documents up to the number of days indicated in the Data Sheet before the Prequalification document 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 deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall be done following the procedure under Para. 2.2.
- 2.2 At any time before offering the Bid, the Client may amend the Prequalification Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all

Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment, the Client may, if the amendment is substantial, extend the deadline for the submission of Bids.

3. Preparation for Bids

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

4. Bid Security

- 4.1 Each Bidder shall furnish a Bid Security in the amount stipulated in the Data Sheet on open auction day.
- 4.2 The Bid Security shall be in the form of Deposit at Call / Pay Order issued by a Scheduled Bank of Pakistan in favour of the FA & CAO/Revenue valid for a period 28 days beyond the Bid Validity date.
- 4.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Client as non-responsive.
- 4.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 4.5 The Bid Security of the successful Bidder will be returned when the Bidder will furnish the required Performance Guarantee and sign 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 deposit performance guarantee valid throughout the timeframe of the agreement, of the amount as stipulated in the data sheet in the form of Bank Guarantee issued in favour of FA&CAO/Revenue from any scheduled bank, which will remain in the custody of FA&CAO/Revenue during the currency of the agreement. Railway administration reserves the right to en-cash the performance guarantee in case of violation of the any clause of the Contract.

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-C**".
- 6.2 The Bidders are required to provide the list / details of machinery / equipment to be utilized for this assignment using Standard Form attached as "**Appendix-D**".

7. Work Plan and Methodology.

The Bidders are required to:

- 7.1 Provide detailed work plan indicating number of workers / personnel to be deployed, in one shift of eight hours, for each specified area / location.
- 7.2 Provide detailed work plan indicating number and type of machinery to be deployed, in one shift of eight hours, for each specified area / location.
- 7.3 Define the mode and methodology of performing the job for each specified area and location. Methodology must spell out the type and frequency.
- 7.4 Provide the details of storage facility required to house the equipment and space required for supervisors as per Standard Format attached as "Appendix-E".
8. **Prequalification**
The prequalification documents submitted by the participants shall be prepared keeping in view the required standards as stipulated in the Evaluation Criteria (Appendix-I).
9. **Payment**
The payment will be made as per the relevant clause of Conditions of Contract and TOR.
10. **Taxes**
The contractor shall pay any/all taxes, levies etc. prevalent and for future as fixed/determined by the Federal/Provincial Governments from time to time, including but not limited to withholding/Advance Tax, Sales Tax etc. The Contractor shall pay round trip advance payment alongwith applicable withholding/Advance Tax to the concerned Station Manager/Station Master.
11. **Submission of Bids in Auction**
- 12.1 Each bidder shall participate in the open auction process as per schedule notified in the Auction Notice.
- 12.2 All pages of the Prequalification Documents submitted by the Participant shall be initialed by its authorized representative. The authorization shall be supported by a written Power of Attorney on a valid stamp paper of Rs.100/-, duly signed and stamped by the competent authority of the Participant. Only duly authorized representatives shall be allowed to attend and participate in the open auction on behalf of the Participant.
- 12.3 The Prequalification Documents shall be submitted in original, duly signed and stamped by the authorized representative of the Participant. In case of any discrepancy between electronic/photocopies and the original, the original document shall prevail. No multiple copies are required.
- 12.4 The original and all copies of the Prequalification documents shall be placed in envelope clearly marked "**PREQUALIFICATION**". The envelope should also bear the address and title of the Assignment viz outsourcing the commercial management of Cargo Express (501 Up/502 Dn) between *Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNK & KRK) and vice versa & (503 Up/504 Dn) between Karachi City/ Wazir Mention to Multan, Faisalabad & vice versa.*

- 12.5 The Prequalification Documents must be submitted to the address indicated in the Data Sheet and received by the Client not later than the time and date specified therein, or any extension granted thereof. Any document received after the deadline for submission shall not be entertained.
13. **Bid Offering**
- 13.1 **Procedure for offering of bids**
- (a) Only prequalified participants shall be allowed to take part in the open auction. The auction shall be conducted by the Client at the time, date, and location stipulated in the Data Sheet, in the presence of the participants or their authorized representatives who choose to attend.
 - (ii) The Bidders or their authorized representatives who are present shall sign a register evidencing their attendance.
 - (iii) During the open auction, the names of the prequalified participants, the bid amounts offered, and any other details considered appropriate by the Client shall be announced openly at the auction venue. Conditional offers shall not be accepted.
14. **Examination of Bidders and Determination of Responsiveness**
- 14.1 Prior to the commencement of the open auction, the Client shall verify whether each prequalified participant has fulfilled the requirements stipulated in the prequalification documents and auction instructions, and is therefore substantially responsive for participation.
- 14.2 For the purpose of the open auction, a substantially responsive participant is one who:
- (i) meets the eligibility criteria set forth in the prequalification documents;
 - (ii) has duly authorized representation at the time of auction;
 - (iii) has deposited the prescribed Bid Security in the acceptable form; and
 - (iv) has complied with all other requirements of the prequalification and auction instructions, without material deviation or reservation.
- 14.3 Any deviation or non-compliance which affects in a substantial manner the fairness, transparency, or competitive position of other participants shall render the participant non-responsive and hence ineligible to take part in the open auction.
- 14.4 If a participant is found not to be substantially responsive in accordance with the prequalification and auction instructions, the Client shall declare such participant ineligible to take part in the open auction. Such rejection shall be communicated on record at the time of auction proceedings, without the requirement of further justification.
15. **Correction of Errors**
- Bids determined to be substantially responsive and explicit will be checked by the Client for any typographical/arithmetic errors. Errors will be corrected by the Client as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
16. **Availability of Staff / Personnel and Machines / Equipment's**
- 16.1 Having selected the Bidder on the basis of, among other things, a

consideration of proposed personnel/staff and machines / equipment's, the Client expects to execute an Agreement on the basis of the staff / personnel and machines / equipment's specified in the Bid by the Bidder. Before agreement, the Client will require assurances that the proposed staff / personnel and machines / equipment's will be actually available (Appendix-C&D). The Client will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable. If this is not the case and if it is established that staff / personnel and machines / equipment's were offered without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications / experience for staff and better performance for machines than the original described and submitted by the Bidder.

17. **Notification of Award.**

- 17.1 Prior to expiration of the period of bid validity prescribed by the Client, the Client will notify the successful bidder in writing ("**Letter of Acceptance**") that his Bid has been accepted. This letter shall specify the sum which the Contractor will pay to the Client in consideration of the outsourced commercial management of Cargo Express (501 Up/502 Dn) between *Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNX & KRK) and vice versa & (503 Up/504 Dn) between Karachi City/ Wazir Mention to, Multan, Faisalabad & vice versa* undertaken by the Contractor as prescribed by the Contract.
- 17.2 No Negotiation with the bidders shall be permitted; however, Client may have clarification meetings to get any item clarification.
- 17.3 The notification of award and its acceptance by the bidder will not constitute the formation of the Contract. The signing of the agreement by the contractor and client shall constitute the formation of contract.
- 17.4 Upon issuance of acceptance letter to the successful bidder, the Client will promptly notify the other bidders that their Bids have been unsuccessful and return their bid security, but not later than 28 days after the expiration of the period of the Bid validity.

18. **Award of Agreement**

After completing the technical negotiations (if any) or sorting any clarifications the Client shall award the Agreement to the selected Bidder. The Agreement will be executed based on Standard Format of Contract Agreement attached as Appendix – G.

19. **Commencement of Assignment**

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

**Instructions to Bidders
DATA SHEET**

**Paragraph
Reference**

Description

<p>Definition (b) Section-2</p>	<p><u>Name of the Client:</u> Chief Marketing Manager, Pakistan Railways, Headquarters Office, Empress Road, Lahore +92-42-99201758</p> <p><u>Method of Selection.</u></p> <p>The Client will determine whether each Bid is substantially responsive to the requirements of the Prequalification and Bidding Documents. A Bid shall be considered non-responsive if it fails to meet the eligibility criteria, bid security requirement, or any other essential condition of the documents. A non-responsive Bid shall be rejected by the Client and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>The assignment shall be awarded to the highest evaluated Bidder in the open auction, provided that such Bidder has fulfilled all the requirements of the Prequalification and Bidding Documents..</p>					
<p>4.4 Section-4</p>	<p><u>Name of the assignment:</u> 50 ZBCs will be offered for Lahore & Badami Bagh. There is no maximum limit on the number of ZBCs that any bidder can bid. Each bidder can acquire as many ZBCs as they successfully bid for.</p> <table border="1" data-bbox="431 1108 1546 1260"> <thead> <tr> <th data-bbox="431 1108 967 1184">Cargo Express (501Up 502Dn)</th> <th data-bbox="967 1108 1546 1184">Cargo Express (503Up 504Dn)</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 1184 967 1260">Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNX & KRK)</td> <td data-bbox="967 1184 1546 1260">Karachi City/ Wazir Mension – Multan, Faisalabad</td> </tr> </tbody> </table>		Cargo Express (501Up 502Dn)	Cargo Express (503Up 504Dn)	Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNX & KRK)	Karachi City/ Wazir Mension – Multan, Faisalabad
Cargo Express (501Up 502Dn)	Cargo Express (503Up 504Dn)					
Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNX & KRK)	Karachi City/ Wazir Mension – Multan, Faisalabad					
<p>Definition (b) Section-2</p>	<p><u>Client's Representative</u> Deputy Chief Marketing Manager Pakistan Railways, Headquarters office, Empress Road, Lahore Phone: + 92 42 99201665/042-99201805</p>					
<p>1.8 Section 2</p>	<p>Bid will remain valid for one hundred twenty (120) days after the submission date.</p>					
<p>2.1 Section 2</p>	<p>Clarifications may be requested not later than seven (7) days before the submission date</p>					
<p>1.3 Section 3</p>	<p>Bids shall be submitted in English language only.</p>					
<p>4.1 Section-2</p>	<p><u>Bid Security</u> The bidder shall furnish 1% of benchmark/ZBC amount as bid security.</p>					
<p>4.4 of Section 4</p>	<p><u>Bench Mark per wagon ZBC (60 tonne)</u></p> <table border="1" data-bbox="431 1793 1546 1944"> <thead> <tr> <th data-bbox="431 1793 919 1835">Cargo Express (501Up 502Dn)</th> <th data-bbox="919 1793 1546 1835">Cargo Express (503Up 504Dn)</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 1835 919 1944">Karachi /Bandar to Lahore Area/ Badami Bagh) =Rs.604,000/-</td> <td data-bbox="919 1835 1546 1944">Karachi City/ Wazir Mansion –Multan & Vice Versa =Rs.360,000/-</td> </tr> </tbody> </table>		Cargo Express (501Up 502Dn)	Cargo Express (503Up 504Dn)	Karachi /Bandar to Lahore Area/ Badami Bagh) =Rs.604,000/-	Karachi City/ Wazir Mansion –Multan & Vice Versa =Rs.360,000/-
Cargo Express (501Up 502Dn)	Cargo Express (503Up 504Dn)					
Karachi /Bandar to Lahore Area/ Badami Bagh) =Rs.604,000/-	Karachi City/ Wazir Mansion –Multan & Vice Versa =Rs.360,000/-					

		Karachi City/ Wazir Mansion – Multan, Faisalabad & Vice Versa = Rs.480,000/-
		The highest bid per wagon (ZBC) determined during the bidding process shall serve as the benchmark rate for all bidders. All wagons will be allocated to bidders at this uniform benchmark rate, regardless of individual bid amounts.
5.1 Section-2		Performance Security 1% of Annual Contract Amount per ZBC
11. Section-3		Applicable advance withholding/advance Tax or any tax imposed by the Federal or Provincial authorities during the currency of the agreement shall be paid by the Contractor.
12.3 Section-2		Bidder must submit one original and one copy of the complete Prequalification documents.
12.5 Section-2		Address for Submission of Bid: Chief Marketing Manager Pakistan Railways, Headquarters office, Empress Road, Lahore Phone: + 92 42 - 99201665 Bids must be submitted not later than the following date and time: 21st April, 2026 at 11:00 hours in the Committee Room No.1, P.R. H.Q. Office, Lahore.
1.7 Section 1		The <i>Financial Bids</i> of only those Bidders whose Prequalification Documents have been declared responsive/accepted shall be opened through an open auction in the presence of all prequalified Bidders. The auction shall be conducted at the venue announced by Pakistan Railways Headquarters Office, Lahore. The exact date, time, and venue for the open auction shall be intimated in advance to all prequalified Bidders.
19. Section-2		The successful bidders will run ZBCs with Cargo Express within the timeframe given in the Letter of Acceptance as per requirements under clause 17.4 of Para 17 of Notification of Award.

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) "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;
- (i) "Third Party" means any person or entity other than the Client or Contractor.

1.1 Law Governing the Contract

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

1.2 Court of competent Jurisdiction

Any dispute, that may arise between the parties hereto in connection with the provisions hereof, courts at Lahore shall have exclusive jurisdiction to try any such matters subject to section 10 of this Agreement, this provision shall survive the tenure of this agreement.

1.3 Language

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

1.4 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 or facsimile to such Party at the address of the Authorized Representative. A Party may change its address for notice by giving the other Party notice of such change.

1.5 Location

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

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor shall be taken or executed by the Authorized Representatives duly notified by both parties after signing of the

agreement. However, the intended bidder shall have to nominate their representative(s) on official stamp paper of Rs.100/-

1.7 Taxes

Unless specified in the COC, the Contractor, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law from time to time.

1.8 Relation between the Parties

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

1.9 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 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.6, this Contract shall expire when, pursuant to the provisions hereof, the expiry date of the Agreement is reached.

2.3 Duration of Contract

Initially, duration of the Contract will be for a period of three (03) years from the date of commencement and extendable for another period of one year subject to satisfactory performance of the Contractor and mutual consent of both parties.

2.4 Escalation in Freight Charges

There will be 05% increase in second year of the contract (on existing rate per ZBC) or across the board increase, whichever is higher. There will be 05% increase in third year of the contract (on existing rate per ZBC) or across the board increase, whichever is higher. There will be 07% increase in fourth year of the contract (on existing rate of per ZBC) or across the board increase if extended for 4th year, whichever is higher. However, if Pakistan Railways increase "across the board" the freight rates in first year, the same shall be levied. However, if the across the board increase is higher than the annual increase (05%, 05% & 07%) then there will be proportionate increase levied.

2.5 Force Majeure

2.5.1 Definitions

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

2.5.2 Other Events

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

- i) Uncontrollable events, including, but not limited to;
Lightening, earthquake, flood, storm;
- (ii) Explosion or chemical contamination in which case it shall be a Pakistan Political Force Majeure Event;
- (iii) Epidemic or plague;

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 by or on behalf of the affected Party, which sums are reasonable in light of the likely efficacy of the mitigation measures.

2.5.4 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all

reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than sixty (60) days written notice of termination to the contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Sub-Clause 2.6.1 and forty-five (45) days in the case of event referred to in paragraph (d) to (g). In case of outsourcing of train or non-payment of license fee PR, as referred in paragraph (g) reserves the right to terminate the contract of 501Up/ 502Dn) & 503Up/ 504Dn at any time after serving one month notice to the party.

- (a) if the Contractor does not remedy a failure in the performance of his obligations other than financial obligations under the Contract, within thirty (30) days or any other time line specified by the Client in writing after being notified;
- (b) Failure to commence operations within 15 days from the date of signing of contract.
- (c) if the Contractor becomes (or, if the Contractor consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (d) If, the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to article 8 hereof;
- (e) 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;
- (f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (g) If, the Senior Management Committee of Pakistan Railway decides to exit from this agreement due to any reason or without referring reason.

2.6.2 By the Contractor

The contractor may terminate this Contract by not less than sixty (60) days written notice of termination to the client, to be given after the occurrence of any of the events specified as under:

- (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 (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Client of the Contractor' notice specifying such breach.
- (b) or the client fails to pay any amount due from him.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Contractor shall make the following payments to the Client within 10 days:

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

2.6.4 Disputes about Events of Termination

If, either Party disputes whether an event specified in paragraphs through (f) of Sub-Clause 2.6.1 or in paragraphs (a) of Sub-Clause 2.6.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Article 8 hereof.

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 advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Contractor or third parties.

3.1.2 Law Governing Services

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

3.2 Confidentiality

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

3.3 Contractor' Actions Requiring Client's Prior Approval

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

3.4 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 property (other than the Works), 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.

3.5 Accident or Injury to Workmen

The Client shall not be liable for or in respect of any damages or

compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor. 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.

3.6 Compliance with Statutes, Regulations

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

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

3.7 Safety Precautions

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 at site(s) 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 Medical Checkup of Contractor Employees

If considered necessary the employees of Contractor can be directed for medical checkup by a designated doctor of Pakistan Railways. In case of any serious illness, on the recommendation of doctor, the Contractor will be directed to remove such employee from the site.

4.4 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.

4.5 Employment of Persons in the Service of Others

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

- (a) The Client will provide required offices and storage space, subject to availability at originating and destination stations.
- (b) The contractor will utilize space for storage of the goods / items for loading / unloading in ZBCs with following options:
 - i) The contractor will arrange his / her own storage space out of the Railway premises
Or
 - ii) The contractor will utilize the existing space, if already allotted
Or
 - iii) Share the space of other allotted already in agreement with PR with mutual consent Or
 - iv) The contractor will have the choice to construct Godown on BOT basis at forwarding / destination stations subject to availability of space and approval of concerned DS's on usual terms and conditions.
- (c) The client shall charge rent @ Rs 20/- per square foot per month for covered area for office and covered Godown space. The contractor shall pay Rs.10/- per square foot per month for open space used for stacking of consignments. The concerned Divisional Superintendents will fix space and realize these charges in addition to electricity and water charges. Such payment shall be made on monthly basis in advance up to 5th of each month. Twenty percent (20%) penalty shall be levied in case payment is made up to 15th of each month.

6. PAYMENTS TO THE CLIENT

6.1 Payment to the client

In consideration to the outsourcing the commercial management of cargo express (501up/502down) & (503up/503down) train to the contractor under this contract, the contractor shall make to the client such payment and in such manner as is provided by clause 6 of this contract.

6.2 Mode of Billing and Payment

Payments in respect of the outsourcing of the Commercial Management of Cargo Express train by Pakistan Railways shall be made by the contractor as follows:

- i. The contractor shall open an FDA account with Pakistan Railways and shall deposit in advance an amount in shape of demand draft/ pay order/ CDR equivalent to ten days, operation of per ZBC before commencement of train operations. Thereafter, the Contractor shall continue to deposit such advance payment on a rolling basis every ten (10) days in advance. In case of failure to deposit the advance within the stipulated time, Pakistan Railways reserves the right to suspend train operations and/or terminate the Agreement in accordance with the terms and conditions stipulated herein.
- ii. The contractor is required to pay Pakistan Railways the amount on account of booking of 60-ton wagon (ZBC) in advance with the Station

Manager/Station Master concerned before departure of Cargo Express.

- iii. The Contractor is also required to pay Pakistan Railways any applicable Federal or Provincial Tax in advance alongwith freight of the ZBC to the concerned Station Manager/Station Master before departure of the Cargo Express.

7. FAIRNESS AND GOOD FAITH

7.1 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.

7.2 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 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Day to Day Committee

The day to day committee comprising DTO, DME and DCO of divisions will monitor the operations of the trains on daily basis, this committee will be supervised by the concerned Divisional Superintendents. Any dispute arising out of pursuant to operation/implementation of the agreement, matter shall be refer to CMM who will forwarded it to the Dy. POs committee.

9. Dispute Settlement Committee

DY: POs committee comprising of DY:CMM, DY:CCM (M) and DY: COPS/C or DY; COPS/TT along with two representatives of Party No.2 will endeavor to solve the issue within fifteen (15) days.

10 Arbitration:

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably **under clause 9 or as per act** may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made hereunder and any statutory modifications thereto shall submit to sole arbitrator. Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by Party No.2 shall be withheld on account of such proceedings. For this purpose of arbitration, the CEO/Sr. G.M Pakistan Railways shall be the sole arbitrator for dispute settlement and his decision shall be final and binding upon both parties. The matters that shall be governed and construed under Arbitration laws of Pakistan but not limited to matters of validity, construction, effect, performance and remedies are as follow:

- (ii) The venue of arbitration proceedings will be at Lahore, Pakistan, and the parties hereby agree to be bound by any final decision or award of the arbitrator duly appointed by them.
- (iii) Any arbitration award made in such arbitration proceedings will be final and binding on both the parties hereto and will be enforceable in any court of Pakistan having jurisdiction over the matter.
- (iv) During the course of arbitration proceedings both the parties hereto will continue to perform their respective obligations.
- (v) The cost of arbitration will be borne by one party or both the parties as determined in the award.

11. Indemnity by Party No.2

Party No. 2 shall indemnify and keep Party No.1 indemnified at all times against all losses incurred by Party No.1 as consequence of:

- 11.1 Any issue, claim or dispute which may arise during the course of this Agreement of cargo express (501up/502down) &(503up/503down) Train and Party No. 2, and/or with any other party having contractual obligations with Party No. 2 during the Term and Part No.1 shall not be responsible for any costs, consequential or indirect losses, third party injuries, damages and /or any legal obligations and relations that may exist between Party No.2 and a third party.
- 11.2 Any loss or damage to property (including, without limitation, any Party No.1's assets).
- 11.3 Any breach of statutory duty arising under applicable law: and
- 11.4 Any other claim, action, charge, cost, demand, or expense (including without limitation, any legal fees or cost) arising because of the performance or non-performance of any Project Deliverable.
- 11.5 Party No.1 shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Party No.2. Party No.2 shall indemnify and keep indemnified Party No.1 against all such damages and compensation, other than those for which Party No.1 is liable and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

12. Limitation of Liability

Party No.1 shall in no event be liable for any indirect, special, exemplary accidental or consequential loss or damage or for any loss of profits or loss of revenue suffered by the contractor in any manner whatsoever contracted with this agreement

Section 4: Terms of Reference (TOR)

4.1. Background

Pakistan Railways intends to outsource the Commercial Management of the Cargo Express Train (501 Up/502 Dn) & (503 Up/504 Dn) plying between *Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNX & KRK) and vice versa & (503 Up/504 Dn) between Karachi City/ Wazir Mention to Multan, Faisalabad and vice versa* on daily basis (Monday to Saturday) every week **except** Sunday and Gazatted Holiday or any Local Holiday in Karachi or other stations mentioned in data sheet where markets / trading centers are closed as per Government notification.

4.2. Objective

These TORs are for the guidance of potential Bidders willing to take up the project and provide the services in accordance with the standards laid down in the succeeding clauses.

4.3 Proposed Business

The each contractor is eligible to get maximum number of ZBCs in same bidding process for Outsourcing the commercial management of cargo express trains (501up/502down) & (503up/ 504down) mentioned in Clause 4.1 with the following salient features:

4.3.1 Salient Features of ZBCs of Cargo Express Train:

Cargo Express (501Up 502Dn)	Cargo Express (503Up 504Dn)
Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNX & KRK)	Karachi City/ Wazir Mension – Multan, Faisalabad

4.4 **BENCH MARK OF CARGO EXPRESS STATION WISE PER ZBC ROUND TRIP**

Cargo Express (501Up 502Dn)	Cargo Express (503Up 504Dn)
Karachi /Bandar to Lahore/ Badami Bgh) =Rs.604,000/-	Karachi City/ Wazir Mansion –Multan & Vice Versa =Rs.360,000/-
	Karachi City/ Wazir Mansion – Multan, Faisalabad & Vice Versa = Rs.480,000/-

Note: Above rates are subject to correction if, any.

4.5. **Scope of Services**

4.5.1 **Definitions**

- a. Parties
Means Pakistan Railways (PR), Government of Pakistan, (Party No.1) with its Headquarter at 13-Empress Road, Lahore and the Contractor.
- b. Agreement
Means, the agreement for outsourcing the commercial management of ZBCs of Cargo Express Train, including booking of consignments at originating station and delivery at destination station without any liability to the Railways.
- c. Working Day
Means, working day of the week except Sunday and Gazetted Holidays or any Local Holiday in Karachi or other station mentioned in the data sheet where Markets/Trading Centers are closed.
- d. Time Table
Means, time table mentioned in the Time Table or any other timings best suited to the overall operation of Pakistan Railways.

4.5.2 **Requirements of Project**

Main services / activities required to be performed by the Contractor includes but not limited to the following:

4.5.2.1. **Terms and Conditions**

In order to promote Freight Cargo business on main corridor between Karachi Bandar to Lahore Area (BBG, LHR, JBA, PNX & KRK) & Karachi City /Wazir Mention to Faisalabad, the management of Pakistan Railways has planned to outsource the entire commercial management of the Cargo Express train. 50 ZBCs will be offered for Lahore & Badami Bagh. The Cargo Express (501Up/502Dn) shall run with a rake comprising a maximum number of ZBC wagons, while (503Up/504Dn) shall run with a rake comprising a maximum number of ZBCc wagons, each having a carrying capacity of 60 tonnes per wagon, on a daily basis from Monday to Saturday.

- a) The train will run as per schedule, mentioned in the Railways timetable or any other timings best suited to the overall operation of Pakistan Railways.
- b) The bid will only be received **through open auction**.
- c) Freight Charges will be paid for round trip in advance before start of train, keeping in view the service charges. The Freight charges will be deposited at Karachi Bandar / Karachi City only in shape of Draft Demand / Pay Order / CDR.
- d) The Train starting station will be (501Up/ 502Dn) Karachi /Bandar to Lahore Area (BBG, LHR, JBA, PNX & KRK) & Vice versa and (503Up/ 504Dn) Karachi City /Wazir Mention to Multan, Faisalabad & Vice versa and the Contractor will arrange

- loading / unloading at his own risk and cost. The Contractor must ensure that Loading / unloading of ZBC should be completed within free time.
- e) The contractor will submit summary of the consignments alongwith approximate weight to the In-charge of goods office before sealing/locking of the loaded ZBCs. He will also place a copy of the summary inside the loaded ZBC. In case the Contractor fails to provide copy of the summary, a fine of Rs.5000/- will be imposed as penalty per incident.
 - f) The Contractor will be allowed to load the Cargo in the ZBC up to its marked carrying capacity only. If, overloading is detected a fine of Rs.50000/- per ZBC will be imposed as by the Chief Marketing Manager or any other nominated officer on their behalf. On accumulation of three fines, the Contract will be subject to termination.
 - g) In case of derailment/accident during the journey due to overloading, the contract will be liable to be terminated coupled with forfeiture of the Performance Guarantee. Besides, the Contractor will be responsible to pay the cost of the damaged ZBC and other infrastructure, if held responsible for such derailment after inquiry in addition to the above mentioned fine in clause (g).
 - h) In case the contractor fails to load placed ZBCs **except** days mentioned in section 4.1 with in the free time due to any reason, the Contractor shall be liable to pay Rs.9000/- Per day Per ZBC on 1st day, Rs.11000/- on 2nd day and Rs.13.000/- on 3rd day as demurrage charges. After that placement of that particular ZBC shall be considered cancelled and empty ZBC shall be provided to other contractors, if there is a demand for extra ZBC in addition to their normal quota on one ZBC, in order to maximize the loading of ZBCs by cargo contractors. For this purpose the Goods office, Karachi Banda / Karachi City shall maintain a priority register to this effect and empty ZBC shall be provided as per priority register. It must be ensured that extra ZBC will only be provide as per priority register entries.
 - i) The successful bidder will load a minimum of 20 ZBCs per month. In case of failure to load the aforementioned ZBCs / Loads a fine / penalty @ 10% of round trip freight charges per ZBC will be deducted from the FDA of the contractor and if such failure remains for 03 consecutive months the contract will be stand liable to be terminated along with recovery of any kind of outstanding amount and case shall be forwarded by DMM Karachi / DCO Lahore, and Deputy CMM for termination of the contract to CMM.
 - j) The Contractor will not be allowed to load explosive, dangerous, inflammable and smuggled/ contraband articles in the ZBC at any cost. Violation on the part the Contractor may result into the termination of the Contract and/or fine up to Rs.500,000/- if any contraband item is deducted in the ZBC, Rs.700,000/- in

case any smuggled item is deducted and Rs.1,000,000/- in case any and item shall be inclusive of (and not restricted to) all items declared as 'Contraband' and 'Illegal' under the applicable laws of the Federal and Provincial governments of Pakistan; and/or as outlined per rules of Pakistan Railways.

- k) The Contractor shall load ZBC from the originating station to destination. Loading/unloading at intermediate stations will not be allowed.
- l) Any officer/ official of Pakistan Railways or authorized/ concerning department/ office will be allowed to inspect the ZBCs and check the contents of the consignments loaded in the ZBC at forwarding /destination and en-route stations.
- m) Repeated major offences/ irregularities by contractor may result in being liable for blacklisting.
- n) The Contractor will provide a certificate from the registered authorized and qualified Chemical Examiner (Hired by the Contractor) that the commodities offered by the Contractor can be safely transported in ZBC and are not dangerous/inflammable and explosive. If the Contractor fails to provide the same, a fine will be imposed as per incident.
- o) Contractor will be provided storage space, if available, including office accommodation for booking of freight traffic on payment of rental charges. **Rs.10/-** per square feet for open space and **Rs.20/-** per square feet for covered area per month, rental charges must be paid upto 5th of each month 20% penalty will be imposed along with a rental charge not paid by the contractor and if the contractor fails to deposit the monthly rent of storage space and demurrage charges for consecutive three months, the case should be forwarded for termination to CMM along with recovery of outstanding amount by the DMM Karachi / DCO Lahore. However, the station staff should ensure the recovery of amount regarding storage space charges and demurrage charges before the 15th of each month from the contractor and if contractor fails the deposit amount up to 15th of each month and after 20th of each month, he should be served Show Cause Notice by the DMM Karachi / DCO Lahore with intimation to CMM Office to deposit the outstanding amount otherwise his contract will be terminated. Parties/Firms/Individual in litigation against P.R in any court of law or declared defaulter/bankrupted by any Government Department shall be disqualified.
- p) The Contractor will pay electricity charges, if provided with separate meters in covered shed, open space and office at his own cost.
- q) Railways will not entertain any claim for compensation on account of loss/damage to consignments booked by the Contractor.
- r) The bid security 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.

- s) Railway Administration will endeavor to run Cargo Express Train on its schedule. However, Railway administration will not be responsible for any delay at originating station and en-route due to any operational limitations.
- t) In case ZBCs are placed in position for loading and the contractor does not load the same, he will pay the round-trip charges.
- u) The only highest bid will be accepted.
- v) No financial bid will be accepted below the prescribed benchmark.
- w) The Contractor shall sign the Integrity Pact as per proforma attached as appendix-H of the bid documents.
- x) The successful bidder will provide CC TV Cameras in vicinity and will be responsible for its maintenance during the currency of the agreement.
- y) The Performance Guarantee of Contractors will be returned upon termination of agreement after 90 days from the date of termination to ascertain any outstanding against the Contractor.
- z) One party can offer bid for one or more ZBCs for (501Up/ 502Dn) Lahore Area (BBG, LHR, JBA, PNX & KRK) and for (503Up/ 504Dn) (Faisalabad) for Cargo Express trains. However, an additional ZBC may be provided to the contractor on payment of additional Rs. 5000/- per round trip in addition to the freight charges with appropriate taxes subject to availability and operational limitations.
- aa) If, there is an outstanding against existing contractor, he will not allowed to participate in the bidding process without clearance of outstanding. If, outstanding is not cleared he will be disqualify technically.
- bb) One party / Contractor / Firm can offer bid for maximum ZBCs.
- cc) If, there is **an** outstanding against existing contractor, he will not **be** allowed to participate in the bidding process without clearance of outstanding amount. If, outstanding amount is not cleared by contractor he will be **Disqualified** Technically.
- dd) If, the contractor is previously involved in transportation of contra band items or any FIR is registered against the contractor regarding transportation of contra band items he will also be Disqualify Technically.
- ee) In case of any accident / incident Pakistan Railways is not liable to pay any kind of compensation to the labour hired by the contractor in case of injury or death.

Section 5: Appendices

- Appendix-A** Standard Format of Bank Guarantee for Bid Security.
- Appendix-B** Standard Format of Bank Guarantee for Performance Guarantee.
- Appendix-C** Standard Form for Staff / Personnel to be deployed for this project
- Appendix-D** Standard Form for List / Details of machinery / equipment to be utilized for this project.
- Appendix-E** Storage facility required to house the equipment and space required for staff.
- Appendix-F** Criteria for responsiveness check
- Appendix-G** Standard Format of Contract Agreement
- Appendix-H** Integrity Pact Proforma
- Appendix-I** Criteria for Technical Evaluation

Appendix-A

**STANDARD FORMAT OF BANK GUARANTEE FOR BID
SECURITY
(Bank Guarantee)**

Security Executed On _____ Date
Name of Surety (Bank) with Address

(Scheduled Bank in Pakistan)

Name of (Bidder) with Address _____

Penal Sum of Security Rupees.
(Rs.) _____

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that is in pursuance of the terms of the Bid and at the request of the said Bidder, the Surety above named, are held and firmly bound unto Chief Marketing Manager, Pakistan Railways, Headquarters, Office Lahore (hereinafter called the 'Client') 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 Client; and

WHEREAS, the Client 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 Client, 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 Client, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Client 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 Services and furnish the required Performance Security, the entire said sum be paid immediately to the said Client pursuant to relevant Clause of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified

therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Client 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 Client for the faithful performance and proper fulfillment 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 Client the said sum upon first written demand of the Client (without cavil or argument) and without requiring the Client to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Client by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Client shall be the sole and final judge for deciding whether the 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 Client forthwith and without any reference to the 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 presences duly signed by its undersigned representative pursuant to Authority of its governing body.

SURETY (Bank)

WITNESS

Signature

1. _____

Name _____

Title _____

Corporate Secretary (Seal)
(Seal)

Corporate

Guarantor

2. _____

Name, Title and Address

Appendix-B

**STANDARD FORMAT OF BANK GUARANTEE FOR PERFORMANCE
SECURITY
(Bank Guarantee)**

Guarantee No. _____

Executed On _____

Expiry Date _____

[Letter by the Guarantor to the Client]

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

Pakistan)

Name of (Contractor) with Address _____

Penal Sum of Security Rupees. (Express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Bidder, the Guarantor above named, are held and firmly bound unto the Chief Marketing Manager, Pakistan Railways, Headquarters, Office Lahore (hereinafter called the Client) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Client, we bind ourselves, our heirs, executors, administrators and successors, Jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Client's above said Letter of Acceptance for

_____ (Name of Contract) for
the _____

_____ (Name of Project).

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

Contract are fulfilled.

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

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

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

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

Guarantor
(Bank)

WITNESS

Signature _____

1. _____

Name _____
Title _____

Corporate Secretary (Seal)
(Seal)

Corporate Guarantor

2. _____

Name, Title and Address

Appendix-C

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

Location:

S.No.	Name of Staff	CNIC No.	Position Assigned / Designations	Task Assigned

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

Appendix-F

CRITERIA FOR RESPONSIVENESS OF BIDS.

S.No	CRITERION
1.	Bid is properly offered through open auction by an authorized person
2.	Acceptable and proper Bid Security
3.	Standard Form for Staff / Personnel to be deployed for each location filled or not
4.	Standard Form for List / Details of Machinery / Equipment to be utilized for this assignment filled or not
5.	Information required through Forms General-1 and General -2 provided or not
6.	Prequalified document provided or not
7.	Is the offer unconditional
	Auction Conditions observed / agreed or otherwise.

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

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of (month) 2026_____ between **Chief Marketing Manager, Pakistan Railways/Deputy Chief Marketing Manager, Headquarters, Office Lahore** (hereafter called the "Client") of the one part and (hereafter called the "Contractor") of the other part.

WHEREAS the Client is desirous to outsource the Commercial Management through open auction of ZBCs of 501 Up / 502 Down & 503Up/ 504down Cargo Express Train. This project should be executed by the Contractor who has accepted an offer by the Client for the execution.

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 hereinafter referred to.

The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders 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 completed Financial Bid;
- (d) General Information;
- (e) Conditions of Contract;
- (f) Terms of Reference;
- (g) The completed Appendices to Bid (B to E);
- (h) _____ (any other)

In consideration of the payments to be made by the Contractor to the Client as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

The Contractor hereby covenants to pay the Client, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contractor

(Seal)

Signature of the
Client/Representative of Clint

(Seal)

Signed, Sealed and Delivered in the presence of

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

Integrity Pact Proforma

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: **Outsourcing the Commercial Management of Cargo Express (501 Up / 502 Down) & (503Up/ 503down) through open auction for ZBC.**

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

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

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

[name of the Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of the Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Marketing Agent] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Client:

Name of the Contractor:

Signature:

Signature:

[Seal]

[Seal]

Criteria

Appendix- I

CRITERIA FOR TECHNICAL EVALUATION OF BIDDERS

Descriptions	Breakdown of Marks		Marks
Experience			
In Logistics	Up to 3 years:	10	30
	Up to 6 years:	20	
	More than 6 years:	30	
Experience of Cargo/Freight Handling	Running for past 2 years in logistics		10
Financial Statements			
Filer/ NTN.			05
Income Tax Return of last three years	Less than 25,000	05	20
	Rs 25,000 to 35000	15	
	Rs.35000 and above	20	
	Note Number will be allotted on the basis of average Income Tax paid per annum during last three years.		
Income Statement	UP to Rs.7 million	05	15
	Rs 7 to 12 million	10	
	More than Rs.12 million	15	
Availability			
<u>Staff and Machinery</u>			20
Staff	10 Marks		
Machinery	10 Marks		
Total Marks			100

Note: Qualifying marks are 60.