

# Request for Proposal

## COLLECTION OF TOLL TAX ON KALABAGH RAIL-CUM-ROAD BRIDGE NO.03 ON MARI INDUS- BANNU SECTION (Consultancy Services)

National

Single Stage-One Envelope



*September 19, 2026*

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# PROCUREMENT NOTICE

## PROCUREMENT OF CONSULTANCY SERVICES

1. The **Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways)** has reserved Funds for the procurement planned for FY **2026-27**. The **Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of “**COLLECTION OF TOLL TAX ON KALABAGH RAIL-CUM-ROAD BRIDGE NO.03 ON MARI INDUS- BANNU SECTION**” with the reference of “**P128074**”
2. The **Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Call at Deposit** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/128074>**.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, October 6, 2026 11:00 AM**. Proposals will be opened on the same day at **Tuesday, October 6, 2026 11:30 AM**. Manual submission of RFPs shall not

be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

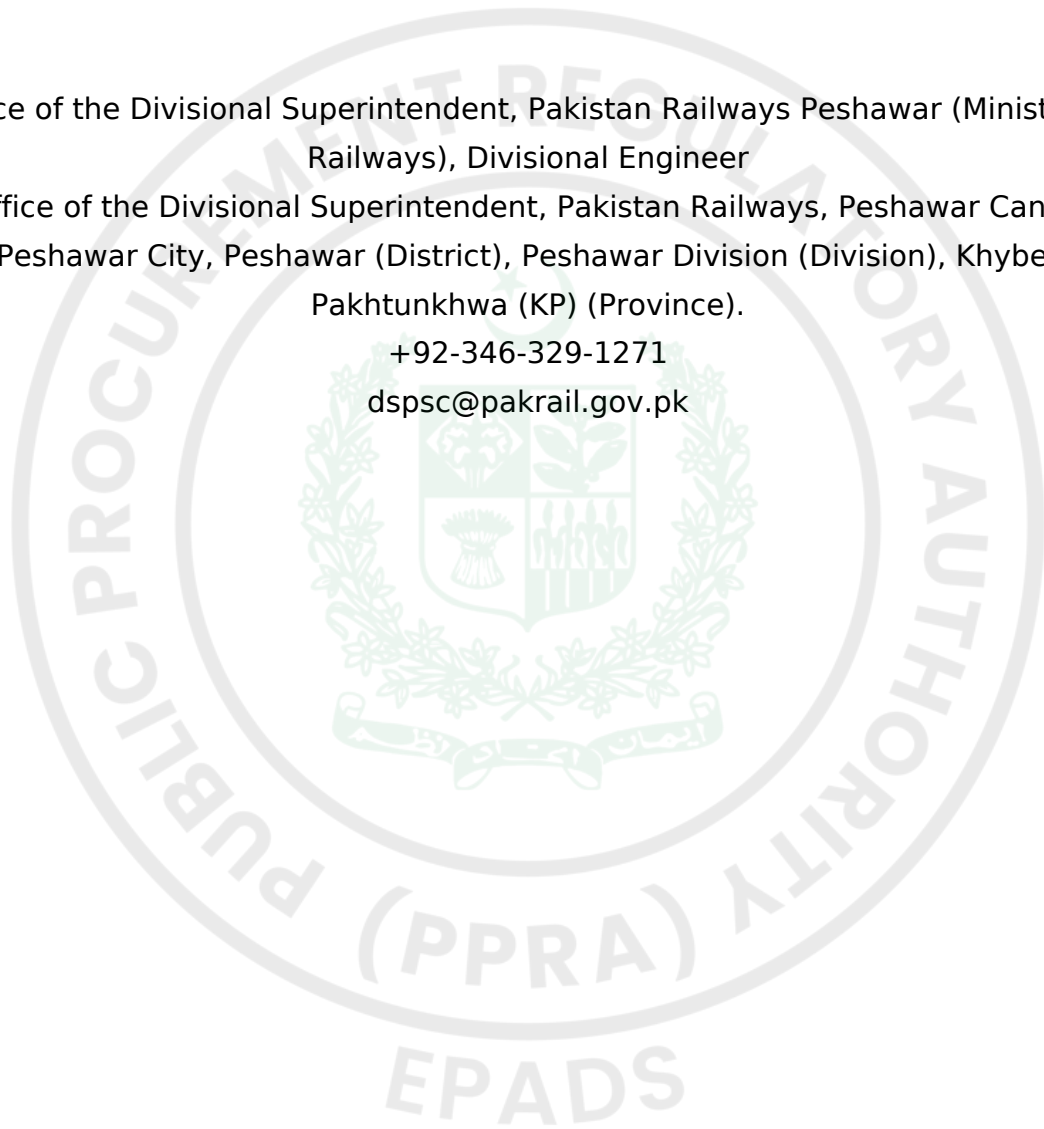
In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways), Divisional Engineer

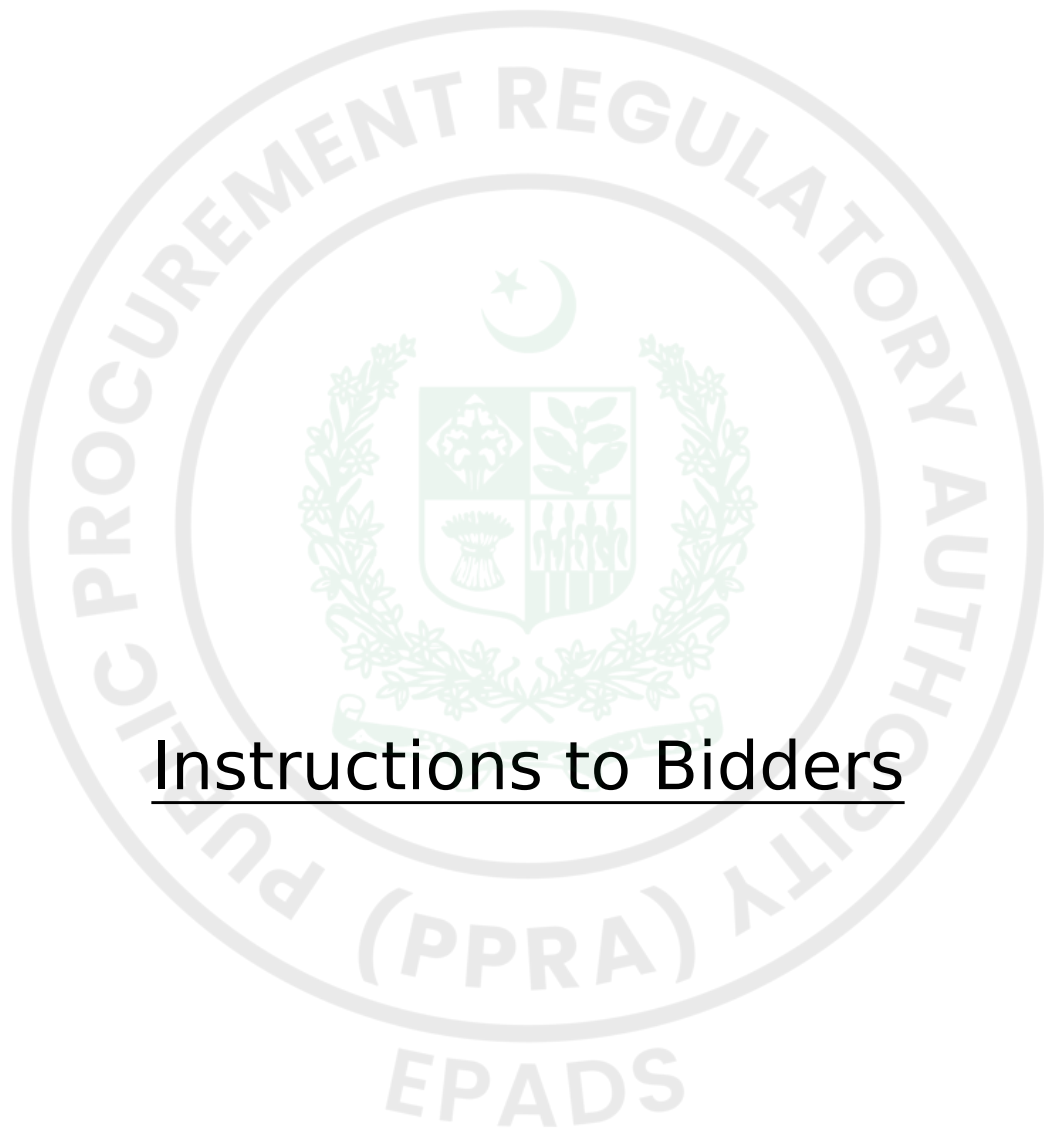
Office of the Divisional Superintendent, Pakistan Railways, Peshawar Cantt., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

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EPADS



## Instructions to Bidders

## A. General Provisions

### 1. Introduction

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

### 2. Corrupt and Fraudulent Practices

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

## B. Preparation of Proposals

### 3. General Considerations

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### 4. Language

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

## **Documents Comprising the Proposal**

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

## **6. Only One Proposal**

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

## **7. Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

### **7.4. Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

## **8. Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

## **9. Clarification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

## **10. Preparation of Proposals - Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

## **11. Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

## 12. Taxes

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

## 13. Currency of Proposal

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

# C. Submission, Opening and Evaluation

## 14. Submission/withdrawal of Proposals

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

## 15. Opening of Proposal

15.1. The Procuring Agency will open all Proposal through **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

## 16. Evaluation of Technical Proposals

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## 17. Opening of Financial Proposals

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0**.

## 18. Correction of Errors

18.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

## **19. Conversion to Single Currency**

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

## **20. Selection Technique**

### **20.1. Quality and Cost Based Selection**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

### **20.2. Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

### **20.3. Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

## **D. Negotiations and Award**

### **21. Negotiations**

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### **22. Availability of Key Experts**

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

## **23. Award of Contract**

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

## **24. Grievance Redressal Mechanism**

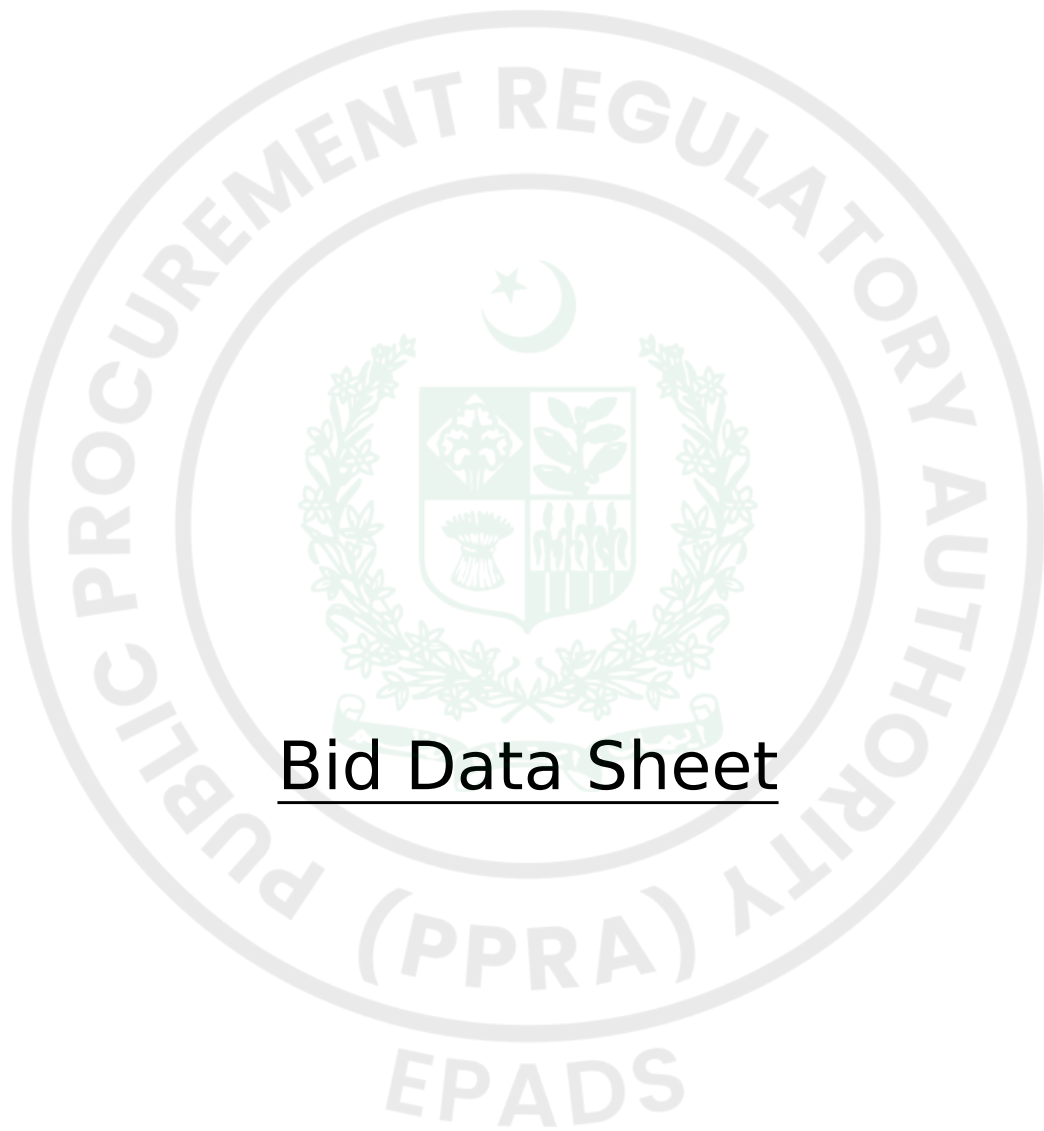
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

## **25. Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

## **26. Environmental objectives**

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured



## Bid Data Sheet

# Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

## **BDS Clause Number**

### **ITB Number**

## **Amendments of, and Supplements to, Clauses in the Instruction to Bidders**

### **A. General**

#### **1**

##### **1.1**

Name of Procuring Agency: **Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways)**

The subject of procurement is: **COLLECTION OF TOLL TAX ON KALABAGH RAIL-CUM-ROAD BRIDGE NO.03 ON MARI INDUS- BANNU SECTION**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P128074**

## **BDS Clause Number 2**

### **ITB Number 1.2 & 9.1**

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, September 22, 2026

### **B. Preparation of Proposals**

## **BDS Clause Number 3**

### **ITB Number 4.1**

The language of the proposals is: **English**

## **BDS Clause Number 4**

### **ITB Number 6.1**

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

**BDS Clause Number 6**

**ITB Number 7.1**

Proposals shall be valid until **120 Days**

**BDS Clause Number 7**

**ITB Number 9.1**

List of documents required along with the bid: **No**

**BDS Clause Number 8**

**ITB Number 10.2**

The Consultant's Proposal must include the minimum Key Experts' time-input of \_\_\_\_\_person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. ]

**BDS Clause Number 9**

**ITB Number 105**

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

**BDS Clause Number 10**

**ITB Number 11.1**

The qualification criteria to establish the supply / production capability of the bidder.

*see Eligibility Criteria*

**BDS Clause Number 11**

**ITB Number 7.6**

## **Services and Their related documents:**

*See section Required Services and ToR*

## **C. Submission, Opening and Evaluation**

### **BDS Clause Number 12**

#### **ITB Number 8.1 & 8.2**

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Call at Deposit**

### **BDS Clause Number 13**

#### **ITB Number 13.1**

Currency of the Bids shall be : **PKR**

### **BDS Clause Number 14**

#### **ITB Number 14.1**

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

**Office of the Divisional Superintendent, Pakistan Railways, Peshawar Cantt., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, October 6, 2026 11:00 AM**

### **BDS Clause Number 15**

#### **ITB Number 15.1**

The Bids opening shall take place on **EPADS v2.0**.

Day : **Tuesday**

Date: **Tuesday, October 6, 2026**

Time : **11:30 AM**

### **BDS Clause Number 16**

#### **ITB Number 20**

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**  
*see Evaluation Criteria*

## F. Negotiation and Award

**BDS Clause Number 18**

**ITB Number 21.5**

The Performance guarantee shall: **0%**.

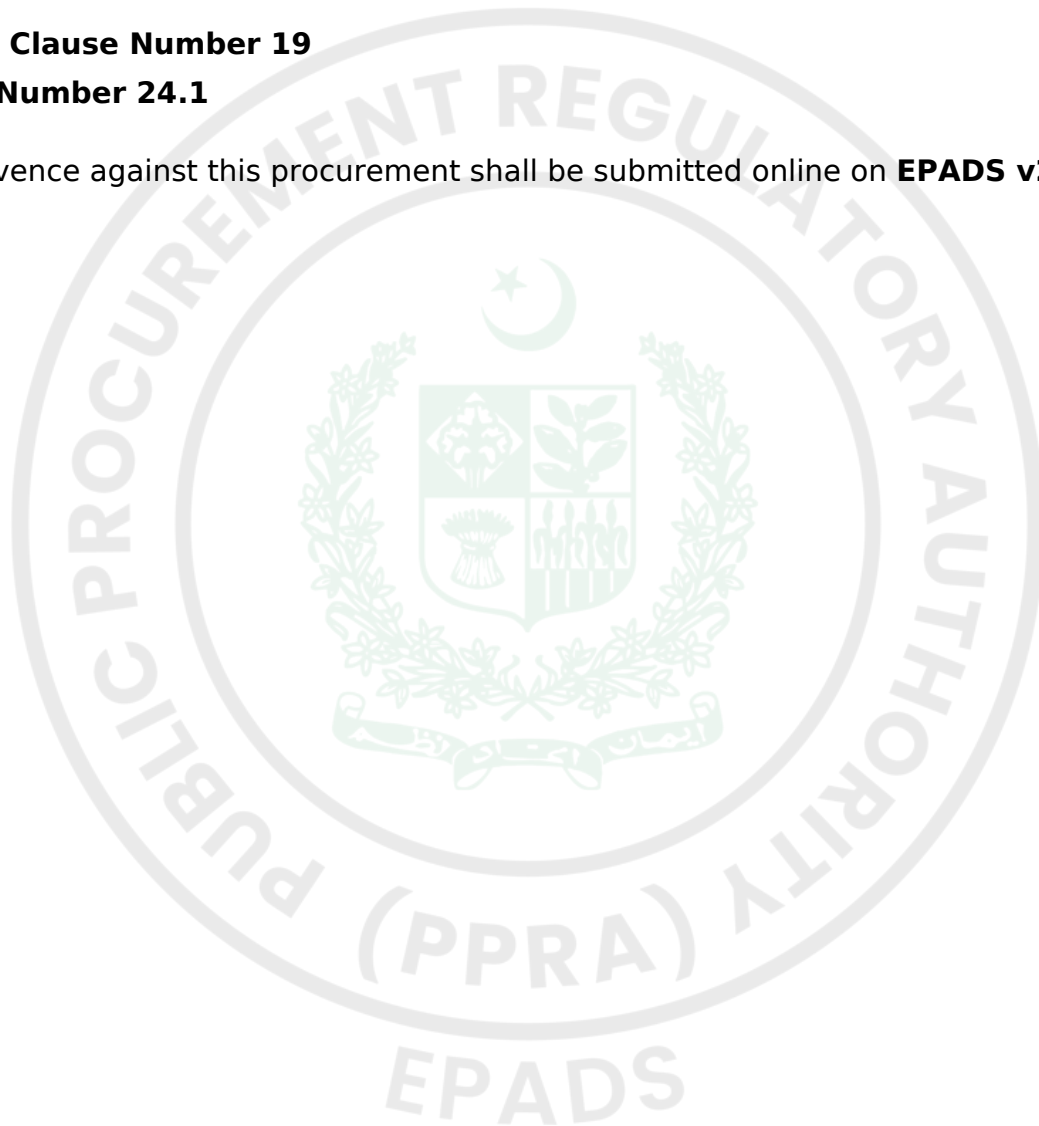
The Performance Guarantee shall be acceptable in the form of: **Nil**

## G. Review of Procurement Decisions

**BDS Clause Number 19**

**ITB Number 24.1**

Grievance against this procurement shall be submitted online on **EPADS v2.0**.



## Eligibility Criteria

| Bidder's Type                            | Required Registration          |
|------------------------------------------|--------------------------------|
| Individual / Individual Consultant       | NADRA CITIZENSHIP (CNIC/NICOP) |
| Sole Proprietorship                      | FBR (NTN)                      |
| Partnership Firm                         | PEC                            |
| Company (Private Limited)                |                                |
| Company (Public Limited)                 |                                |
| Company (Holding Company)                |                                |
| Company (Limited by Guarantee)           |                                |
| State Owned Enterprise (Private Limited) |                                |
| State Owned Enterprise (Public Limited)  |                                |
| NGO / NPO                                |                                |
| IGO                                      |                                |

# Evaluation Criteria

## **Least Cost Based Selection (LCBS)**



## Required Services

### Positions Without Lots :

| Position                                                                                     | Delivery Schedule                                                                                                                                                                                                                                                                        | Quantity | Bid Security  |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|
| COLLECTION OF TOLL TAX ON KALABAGH RAIL-CUM-ROAD BRIDGE NO. 03 ON MARI INDUS - BANNU SECTION | <p><b>Address:</b> Office of the Divisional Superintendent, Pakistan Railways, Peshawar Cantt., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).</p> <p><b>Schedule:</b> 365 days <b>Quantity:</b> 1/job <b>Quantity:</b> 1 job</p> | 1/job    | 430000<br>PKR |

## Related Services :

No



# TORS (Terms of References)

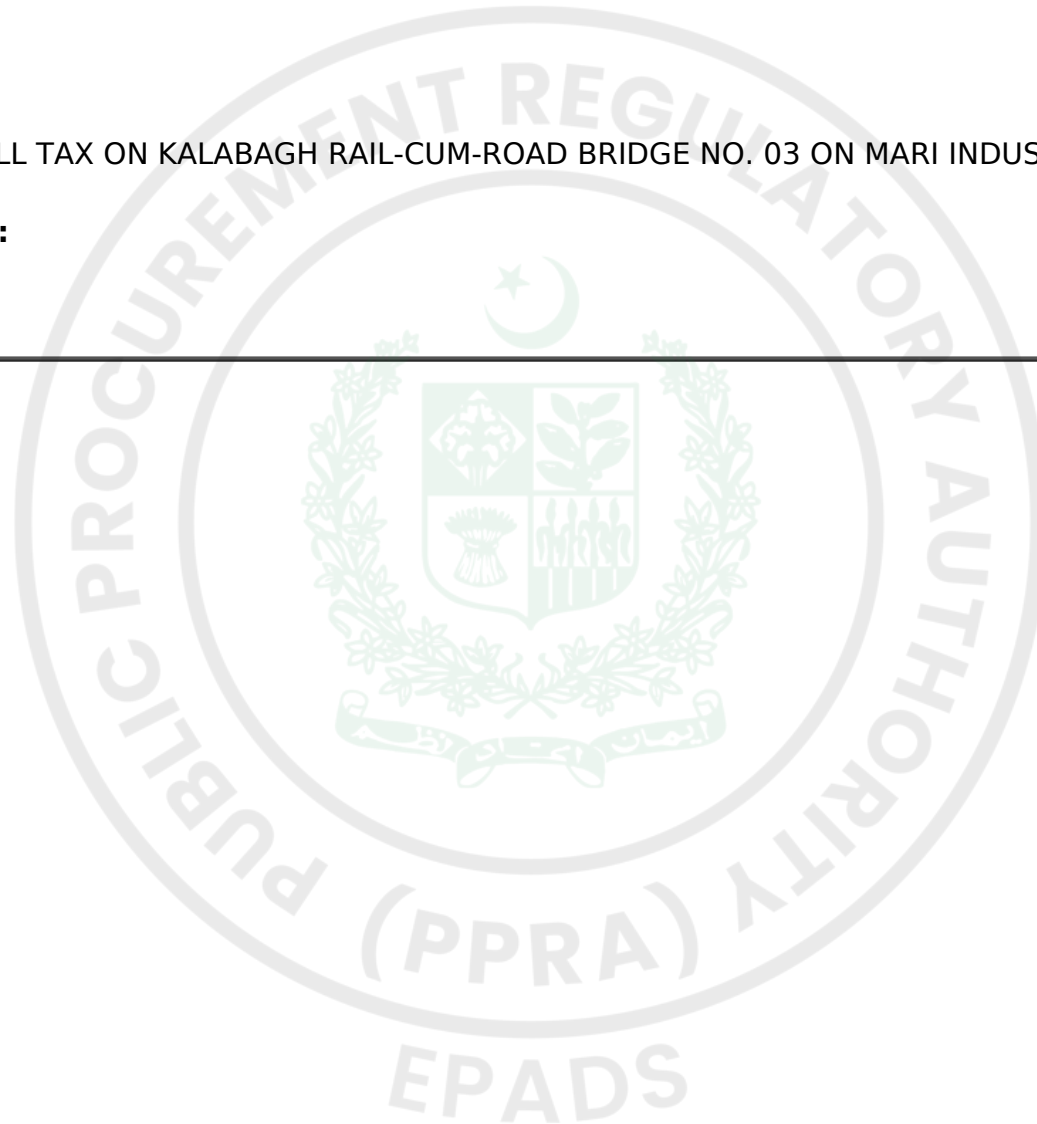
## Positions Without Lots :

**Position:** COLLECTION OF TOLL TAX ON KALABAGH RAIL-CUM-ROAD BRIDGE NO. 03 ON MARI INDUS - BANNU SECTION

## TORs (Terms of Reference):

As per PPRA rules

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# Price Schedule

## For Individual Positions

| # | Position Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|----------------|----------|------------------|-------------------|-------------------|------------------------|-------------------|
| 1 |                |          |                  |                   |                   |                        |                   |
| 2 |                |          |                  |                   |                   |                        |                   |

## For Lots

| # | Lot Title     | Total Lot Price (PKR) | Country of Origin |
|---|---------------|-----------------------|-------------------|
| 1 | [Lot 1 Title] |                       |                   |





## General Conditions of Contract

## A. General Provisions

### 1. Definitions

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

- 1.1. **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. **"Applicable Law"** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. **"Consultant"** means an individual consultant or a consulting firm as the case may be;
- 1.4. **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. **"Day"** means calendar day unless indicated otherwise.
- 1.6. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. **"Foreign Currency"** means any currency other than the Pakistani Rupees.
- 1.9. **"GCC"** means these General Conditions of Contract.
- 1.10. **"Government"** means the Government of Pakistan.
- 1.11. **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- 1.13. **"Local Currency"** means the currency of Pakistan
- 1.14. **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. "Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

## 4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 5. Headings

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

## **6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

## **7. Location**

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

## **8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

## **9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

## **10. Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

# **B. Commencement, Completion, Modification and Termination of Contract**

## **11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

## **12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **13. Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## **14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## **15. Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **16. Modifications or Variations**

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

## **17. Force Majeure**

### **17.1. Definition**

17.1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **17.2. No Breach of Contract**

17.2.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

## **17.3. Measures to be Taken**

17.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.3.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

## **18. Suspension**

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a) By the Procuring Agency**

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**19.2. By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Procuring Agency 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 Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

**19.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 22,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

#### **19.4. Cessation of Services**

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

#### **19.5. e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

### **C. Obligations of the Consultant**

#### **20. General**

##### **20.1. Standard of Performance**

20.1.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

##### **20.2. Law Applicable to Services**

20.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

## 21. Conflict of Interests

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### 21.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

### 21.1.2. Consultant and Affiliates Not to Engage in Certain Activities

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

### 21.1.3. Prohibition of Conflicting Activities

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### 21.1.4. Strict Duty to Disclose Conflicting Activities

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

## 22. Confidentiality

22.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

## **23. Liability of the Consultant**

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

## **24. Insurance to be Taken out by the Consultant**

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

## **25. Accounting, Inspection and Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

## **26. Reporting Obligations**

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

## **27. Proprietary Rights of the Procuring Agency in Reports and Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

## **28. Equipment, Vehicles and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## **29. Code of Conduct**

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

# **D. Consultant's Experts and Sub-Consultants**

## **30. Description of Key Experts**

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

## **31. Replacement of Key Experts**

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### **32. Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

### **33. Removal of Experts or Sub-consultants**

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

### **34. Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

### **35. Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## E. Obligations of the Procuring Agency

### 36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

### 37. Access to Project Site

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### 38. Change in the Applicable Law Related to Taxes and Duties

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

### 39. Services, Facilities and Property of the Procuring Agency

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

#### **40. Counterpart Personnel**

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

#### **41. Payment Obligation**

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

### **F. Payments to the Consultant**

#### **42. Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

#### **43. Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

#### **44. Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

#### **45. Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

#### **46. Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

#### **47. Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### **G. Fairness and Good Faith**

#### **48. Good Faith**

48.1. 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 of the objectives of this Contract.

### **H. Settlement of Disputes**

#### **49. Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.





## Special Conditions of Contract

## SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### Number of GC Clause

### Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

### Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

### Number of GC Clause 4.1

The language is **English**

### Number of GC Clause 6.1 and 6.2

### The addresses are:

**The Procuring Agency is:** Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways), Divisional Engineer Office of the Divisional Superintendent, Pakistan Railways, Peshawar Cantt., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

### The Consultant Address:

**The title of the subject procurement is:** COLLECTION OF TOLL TAX ON KALABAGH RAIL-CUM-ROAD BRIDGE NO.03 ON MARI INDUS- BANNU SECTION

### Number of GC Clause 8.1

*[Note: If the Consultant consists only of one entity, state "N/A"; Or*

**The Lead Member on behalf of the JV is** \_\_\_\_\_ *[insert name of the member]*

### Number of GC Clause 9.1

### The Authorized Representatives are:

### The Authorized Representatives are:

### For the Procuring Agency:

Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways), Divisional Engineer

Office of the Divisional Superintendent, Pakistan Railways, Peshawar Cantt., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

+92-346-329-1271

dspsc@pakrail.gov.pk

**For the Bidder:**

**Name:** .....

**Designation:** .....

**Address:** .....

**Number of GC Clause 11.1**

*[Note: If there are no effectiveness conditions, state “N/A”]OR*

*List here any conditions of effectiveness of the Contract]*

**The effectiveness conditions are the following:** *[insert “N/A” or list the conditions]*

**Termination of Contract for Failure to Become Effective:**

**The time period shall be** ..... *[insert time period, e.g.: four months].*

**Commencement of Services:**

**The number of days shall be** ..... *[e.g.: ten].*

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

**Expiration of Contract:**

**The time period shall be** ..... *[insert time period, e.g.: twelve months].*

**Number of GC Clause 23.1**

**No additional provisions.**

The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:

**Number of GC Clause 24.1**

**The insurance coverage against the risks shall be as follows:**

**(a) Professional liability insurance, with a minimum coverage of** ..... *[insert amount and currency which should be not less than the total ceiling amount of the Contract];*

**Number of GC Clause 33. Removal of Experts or Sub-consultants**

*[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]*

**Price adjustment on the remuneration** ..... *[insert “applies” or “ does not apply”]*

*[If the Contract is less than 18 months, price adjustment does not apply.]*

*If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency’s country. A sample provision is provided below for guidance:*

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

{ or }

where

$R_f$  is the adjusted remuneration;

$R_{fo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

$I_f$  is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

$I_{fo}$  is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{ or }

where

$R_l$  is the adjusted remuneration;

$R_{lo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

$I_l$  is the official index for salaries in the Procuring Agency’s country for the first month for which the adjustment is to have effect; and

$I_{lo}$  is the official index for salaries in the Procuring Agency’s country for the month of the date of the Contract.

**The currency of payment shall be the following: PKR**

*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

#### **Following is the guidance for Dispute Resolution**

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall

seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

#### **Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

#### **Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

#### **Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

#### **Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



## Bid Securing Declaration

## Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P128074**

To: **Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways), Divisional Engineer Office of the Divisional Superintendent, Pakistan Railways, Peshawar Cantt., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



## Contract Form

## FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency or Recipient] (hereinafter called the “Procuring Agency”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

### WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
3. the Procuring Agency has received [or has applied for] a loan [or credit or grant] from the [Insert as appropriate:)] toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
  - Terms of Reference Appendix
  - Key Experts Appendix
  - Remuneration Cost Estimates Appendix )
  - Reimbursable Cost Estimates Appendix
  - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

*[Authorized Representative of the Procuring Agency – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*



## Integrity Pact

## Integrity Pact

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract**

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 Supplier] 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right 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 Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] 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.



## Performance Guarantee Form

## Performance Guarantee Form

To: **Office of the Divisional Superintendent, Pakistan Railways Peshawar (Ministry of Railways), Divisional Engineer Office of the Divisional Superintendent, Pakistan Railways, Peshawar Cantt., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

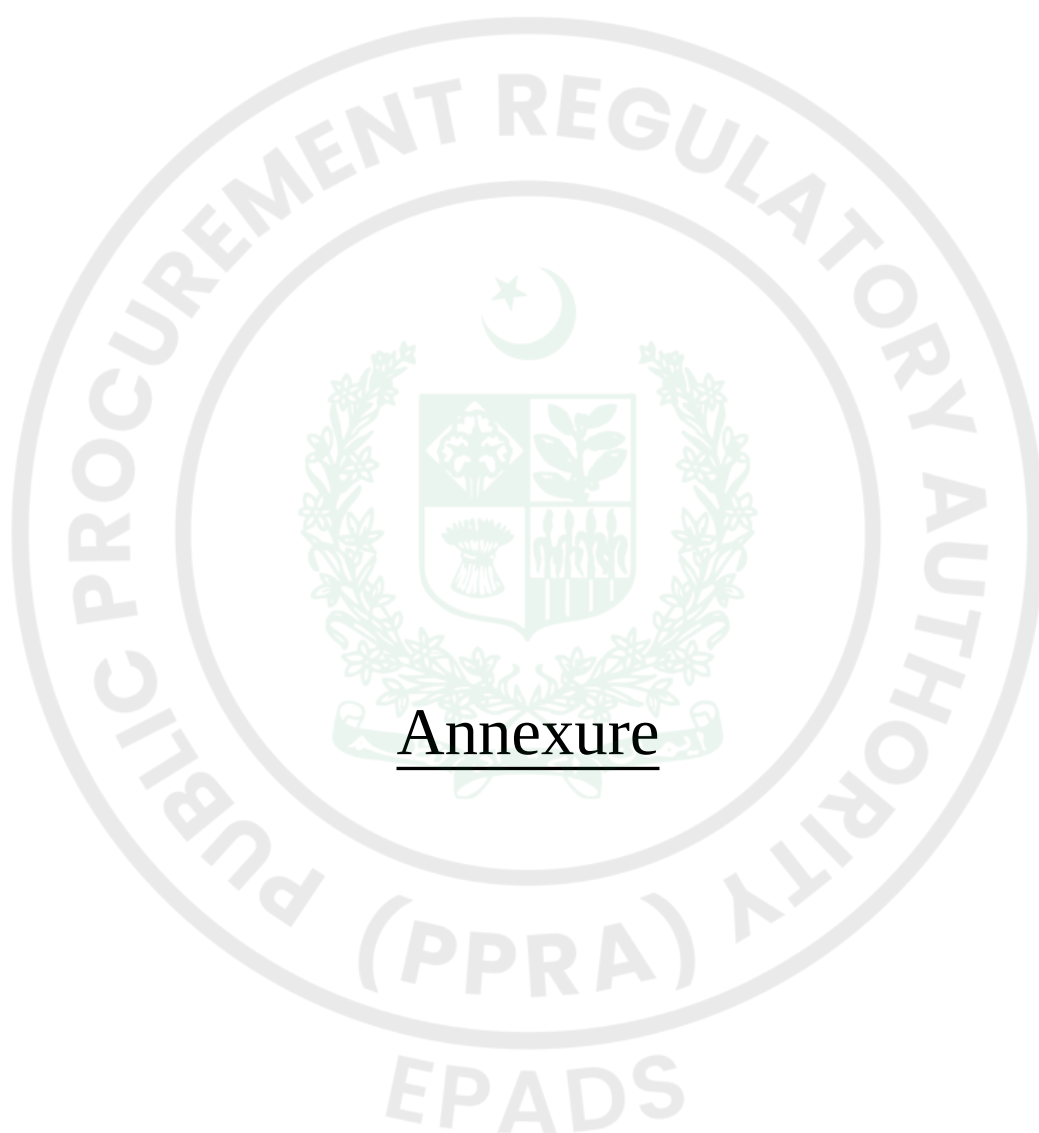
---

[address]

---

[date]





## Annexure

# BOQ

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **BOQ** (page number: 63)





## Procurement Forms







## Additional Forms and Documents

M/S: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PAKISTAN RAILWAYS**  
**Divisional Office, Peshawar**

## **E-BIDDING DOCUMENTS**

**FOR**

**COLLECTION OF TOLL TAX ON KALABAGH**  
**RAIL-CUM-ROAD BRIDGE NO.03 ON MARI**  
**INDUS – BANNU SECTION.**

Advertised Bidding Notice No.62-W/10/Octroi/Bridges/Kalabagh

Opening Date: **06.10.2026**

Bidding procedure: **Single Stage-Single Envelope**

**DIVISIONAL SUPERINTENDENT**  
**PAKISTAN RAILWAYS,**  
**PESHAWAR**

**BIDDING DOCUMENTS**

**FOR THE WORK OF: -**

**COLLECTION OF TOLL TAX ON  
KALABAGH RAIL-CUM-ROAD BRIDGE NO .03 ON  
MARI INDUS- BANNU SECTION.**

The Bidding documents comprises of: -

1. E-Bidding Notice
2. Bid Form
3. Instructions to the Bidder (ANNEXURE "A")
4. List of Bidder's relatives (ANNEXURE "B")
5. Specimen of Agreement (ANNEXURE "C")
6. Bid Sheet (ANNEXURE "D")



for Divisional Superintendent  
**P. R Peshawar**

To

**The Divisional Superintendent,  
Pakistan Railways,  
Peshawar.**

Sir,

I/We \_\_\_\_\_  
having visited the site hereby offer bid to execute the work of **COLLECTION OF TOLL TAX ON KALABAGH RAIL-CUM-ROAD BRIDGE NO.03 ON MARI INDUS-BANNU SECTION** for the period of 12 Months for the Government of Pakistan (here-in-after called the Lessor) in accordance with the conditions set out in the "instructions for guidance of bidder at Annexure-"A" and rates of toll tax fixed vide Annexure-"C" Appendix 1 & 2.

1. I/We agree that if I/We withdraw this offer within its validity or fail to commence the work or fail to complete the same within the stipulated period or to arrange the required Security Deposit, the lesser shall be at liberty at his own absolute discretion to appropriate my/our Earnest Money submitted with the bid either as agreed liquidated damages without any proof whatsoever to the extent of such damages reserving to himself the right to recover from me/us any further loss or expenses which may have been caused directly or indirectly by any reasons of failure on my/our part as aforesaid.
2. I/We agree to abide by this bid for a period of 120 days from the date of opening (which may be extended by mutual consent) and in default of my/our so doing the Lessor shall forfeit the amount of Earnest Money deposited by us with this bid.
3. I/We under-take to enter into a formal contract with the Lessor embodying the said terms, conditions and stipulations within 14 days of the receipt of letter of acceptance failing which the Lessor shall forfeit the amount of Earnest Money deposited by me/us with this bid. I/We also under-take, after having received the letter of acceptance to commence the work after sanction of Agreement or Engineer's orders to this effect whichever is earlier and to complete the same within the time stipulated in the sanctioned Agreement.

**BIDDER.**

  
for, **Divisional Superintendent  
P. R Peshawar**

(Contd: on page No. 2)

4. I/We have deposited the amount of earnest money Rs. \_\_\_\_\_ in Cash vide receipt No. \_\_\_\_\_ dated: \_\_\_\_\_ with Divisional Account Officer, Pakistan Railways Peshawar.

OR

I/We submit a Banker's Guarantee Bond form \_\_\_\_\_ for a value of Rs. \_\_\_\_\_ in favour of Divisional Superintendent, Pakistan Railways / Peshawar in lieu of cash Earnest Money on the prescribed form which shall be valid for (18) Eighteen Months after the date of opening of this bid.

OR

I/We submit a Deposit at Call No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rs. \_\_\_\_\_ issued by \_\_\_\_\_

5. I/We am/are enclosing a list at Annexure-"B" showing the names and addresses of the relatives employed on the Pakistan Railways.
6. I/We under-stand that Railways administration may reject all bids at any time prior to acceptance of a bid. The Railway Administration shall upon request communicate any bidder who submitted a bid, the ground for its rejection of all bids.
7. Until and unless formal contract agreement is prepared and executed, this bid together with the written acceptance thereof by the Lessor shall constitute a binding contract between the two parties.

Yours faithfully,

Signature: - \_\_\_\_\_

Name: - \_\_\_\_\_

Address: - \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



for, Divisional Superintendent  
P. R Peshawar

**(ANNEXURE "A")**  
**INSTRUCTIONS TO THE BIDDERS**

**1. Bid Security**

- ❖ The Bidder shall furnish, as part of its e-Bid, a scanned Bid security in the amount specified in the Bid Data Sheet. The hard copy of bid security must be submitted to the agency any time before the closing time of bid submission.
- ❖ The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the **Divisional Accounts Officer / Pakistan Railways / Peshawar** beyond the Bid Validity date.
- ❖ Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- ❖ The bid securities of unsuccessful bidders will be returned as promptly as possible. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement and furnishing the Performance Guarantee.
- ❖ The Bid Security may be forfeited:
  - If the bidder withdraws his bid.
  - If the bidder does not accept the correction of his Bid Price.
  - In the case of successful bidder, if he fails within the specified time limit to:
    - Furnish the required Performance Security.
    - Sign the Contract Agreement,
    - Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

**The bid with less Bid Security shall be declared non-responsive and the bidder shall not be allowed to recoup it.**

**2. SUBMISSION OF BIDS THROUGH E-PAK ACQUISITION & DISPOSAL SYSTEM (E-PADS v2.0).**

- ❖ The bidder shall submit e-Bids i.e financial as per requirement of the E-Pak Acquisition & Disposal System (E-PADS v2.0).

**3. Format and Signing of Bid**

- ❖ The Bidder shall prepare e-Bid of the scanned documents in the form of PDF file and as per requirements in tender document.
  - ❖ The Bidder shall authorize a person / person for signing, submission and further correspondence with Agency on behalf of bidder. Authority letter must be part of e-bid. However, in case of any issue bidder shall be responsible for all consequences.
  - ❖ All scanned pages of the e-Bid, shall be signed and stamped by the authorized person before scanning.
  - ❖ Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the e-Bid.
  - ❖ All scanned pages of the e-Bid, shall be signed and stamped by the authorized person before scanning and must be submitted in the office of Divisional Superintendent, Pakistan Railways Peshawar (**Works Accounts Branch**) any time before the closing time of bid submission.
  - ❖ Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
4. Bidder should examine carefully all the bidding documents consisting of the Bidding Notice, appendices thereto, and instructions to bidders. He/They must visit and inspect the site of work he/they are bidding for, and obtain (s) all information which is necessary before bid.
5. Bidder should quote full amount of Toll Tax to be paid to Pakistan Railways, for 12 Months commencing from (the date of handing / taking over charge of the site).

6. In case of bid submitted in the name of a registered Firm or Limited Companies, all the partners jointly and severally will be responsible for its acts. Attested copies of Partnership Deed, Articles of Association and the Legal Authorizing the signatory/ Signatories to act on behalf of the companies, in severally or jointly must accompany the bidding documents. In the absence of such deeds and documents, the bid is liable to be rejected.
7. Railway administration may reject all bids at any time prior to acceptance of a bid. The Railway Administration shall upon request communicate any contractor who submitted a bid, the ground for its rejection of all bids.
8. The Earnest Money of any Bidder who withdraws after the opening/acceptance of bid will be confiscated by the Railway Administration without assigning any reason thereof.
9. The Earnest Money deposited by the successful Bidder shall be retained till deposit of 10% Security Deposit / Performance Guarantee by him.
10. The bidder shall not start the work until and unless Agreement for the work is executed or he is specifically asked to commence the work by the Engineer. The Railway Administration shall not be responsible for any claim whatsoever arising out of the breach of this condition.
11. It will be the sole responsibility of successful bidder to implement the approved Toll rates at site and the Railway Administration in no case shall bound for implementation of the same.
12. Pakistan Railway Administration reserves the right to reject any or all bids received and carry out in any other way or through agencies any portion or whole of the works, as the Railway Administration may deem fit and will not be liable to compensate the Bidder for any loss, actual or implied.
13. The conditional Bid shall not be accepted.
14. The Bidder should indicate rates both in figures and in words in the appropriate columns.
15. The bidder should quote full amount of Toll Tax to be collected during contractual period and paid to the Railway Department including all prescribed Taxes.
16. No un-authorized alteration shall be made in the bidding documents. The bid is liable to be rejected if it contains any alteration, overwriting filled in or if these instructions are not fully complied. Every page of the bidding documents is to be signed by the Bidder.
17. No un-authorized alteration shall be made in the bidding documents. The bid is liable to be rejected if it contains any alteration, overwriting filled in or if these instructions are not fully complied. Every page of the bidding documents is to be signed by the Bidder.
18. Should there be any doubt or absurdity in meaning of any of the bidding documents or if any further information is required the Bidder shall address his enquiry in writing (induplicate) to the Divisional Superintendent, Pakistan Railways, Peshawar at least 03 days before the date fixed for the opening of bid.
19. Tenders marked, as duplicate, will not be considered.
20. The sample of agreement at Annexure-"C" shall form basis of the final agreement between the Railway Administration and the finally accepted bid.

**BIDDER.**

  
for, Divisional Superintendent  
P. R Peshawar

(ANNEXURE "B")

LIST OF BIDDER'S RELATIVES EMPLOYED ON  
PAKISTAN RAILWAY

| <b>Names of the Bidder<br/>Relatives employed on<br/>Pakistan Railways with<br/>Father, s Name.</b> | <b>Designation</b> | <b>Office in which<br/>Employed with full<br/>Address.</b> | <b>Relationship<br/>with Bidder</b> |
|-----------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------|-------------------------------------|
|-----------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------|-------------------------------------|



Certified that the above information is correct and I have no other relatives employed on the Pakistan Railway. In case this information proves incorrect, this bid will be liable to be rejected

Signature: - \_\_\_\_\_

Name: - \_\_\_\_\_

(BIDDER)

**Appendix-1**  
**(ANNEXURE "C")**

**TOLL RATES BY TYPE OF VEHICLE**  
**SCHEDULE FOR TOLL RATE**

**AT KALABAGH RAIL-CUM-ROAD BRIDGE NO.03**  
**ON MARI INDUS - BANNU SECTION.**

| #                | Particular of vehicles                         | Rate per vehicle per crossing (Rs.) |
|------------------|------------------------------------------------|-------------------------------------|
| TYPE OF VEHICLES |                                                | TOLL TAX PER TRIP IN RS.            |
| 1.               | Auto Rickshaw                                  | 10.00                               |
| 2.               | Car & Pick Up (Passenger)                      | 30.00                               |
| 3.               | Mini Bus, Wagon(Hi-Ace) & Pick-Up (Commercial) | 50.00                               |

**BIDDER.**

  
for, Divisional Superintendent  
P. R Peshawar

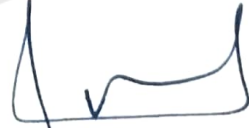
**TOLL RATES BY TYPE OF VEHICLE**  
**SCHEDULE FOR TOLL RATE**

**AT KALABAGH RAIL-CUM-ROAD BRIDGE NO .03 ON**  
**MARI INDUS- BANNU SECTION**

**PART-I INSTRUCTIONS**

1. Toll shall be levied on mechanized vehicles specified in column-2 of the Schedule appended hereto using crossing or passing over Railway Bridge **KALABAGH** at the rate specified in Schedule of Rates at Appendix-A.
2. There shall be no exemption from the payment of tolls except in case of : -
  - 2.1 Vehicles carrying the President, Prime Minister, Governor and Chief Minister, Speaker National Assembly, Chairman Senate, Chief Justices of the Supreme Court and High Courts.
  - 2.2 Vehicles belonging to the Defense Forces.
  - 2.3 Police Patrol vehicles.
  - 2.4 Fire Fighting vehicles.
  - 2.5 Vehicles of Pakistan Railways or desired by Pakistan Railways.
  - 2.6 Ambulance of the Health and Social Security Department, the Red Cross/Crescent Societies and Edhi Welfare Trust.

**BIDDER.**

  
for, **Divisional Superintendent**  
**P. R Peshawar**

**SPECIMEN OF**

**CONTRACT AGREEMENT FOR COLLECTION OF TOLL TAX ON KALABAGH  
RAIL-CUM-ROAD BRIDGE NO.03 ON MARI INDUS- BANNU SECTION.**

This Agreement is made on the \_\_\_\_ day of \_\_\_\_ 2026 between the President of Pakistan (acting through the Railway Administration at Peshawar), hereinafter called the "Lessor" of the one part and Mr/M/S. \_\_\_\_\_

\_\_\_\_\_ hereinafter called the "lessee" of the other part.

WHEREAS the Lessor is desirous that Toll shall be collected on the Railway Bridge **KALABAGH RAIL-CUM-ROAD BRIDGE NO.03 ON MARI INDUS- BANNU SECTION** and has accepted a bid of Rs. \_\_\_\_\_ from the contractor for this purpose for the period of one year (12 months from the date / time of handing / taking over charge for starting the collection).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this agreement in the order of precedence as shown hereunder: -
  - 2.1. Form of Contract Agreement.
  - 2.2. Addenda, if any.
  - 2.3. The Conditions of Contract.
  - 2.4. Instructions to Bidder.
  - 2.5. Letter of Acceptance.
  - 2.6. The bid and appendixes.
  - 2.7. Letter of Commencement.
3. In consideration of the payments to be made by the Lessee to the Lessor as hereinafter mentioned, the Lessee hereby covenants with the Lessor to collect Toll in conformity with the provisions of the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereto affixed (or have set their respective hands and seals) the day and year first above written.

WITNESS

CONTRACTOR

PAKISTAN RAILWAYS/LESSOR

(ANNEXURE "D")

## **BID SHEET**

### **COLLECTION OF TOLL TAX ON KALABAGH RAIL-CUM-ROAD BRIDGE NO .03 ON MARI INDUS- BANNU SECTION**

| Location                                                                | Description of work                                    | Offered Bid |          |
|-------------------------------------------------------------------------|--------------------------------------------------------|-------------|----------|
|                                                                         |                                                        | In figures  | In words |
| Kalabagh Rail-Cum-Road<br>Bridge No.3 on Mari Indus -<br>Bannu section. | Collection of Toll Tax<br>for a period of 12<br>months |             |          |

Name of Firm: M/S \_\_\_\_\_

Specimen Signature of the Lessee

Or his authorized representative. (i) \_\_\_\_\_

(ii) \_\_\_\_\_

(iii) \_\_\_\_\_

Name of site representative: \_\_\_\_\_

Specimen Signature of the  
authorized site representative: \_\_\_\_\_

Computerized National Identity  
Card Numbers of the Lessee &  
his site representative:

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

Address of lessee: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Note: -**

- (i) The bidder is required to mention amount of bid in figures as well as in words otherwise his offer is liable to be ignored.
- (ii) The bidder should quote full amount of Toll Tax to be collected and full amount paid to the Railway Department during 12 months (Agreement Period) including all the prescribed Taxes in advance.
- (iii) Three Months advance payment at the time of agreement.



for, **Divisional Superintendent**  
**P. R Peshawar**

**BIDDER.**

**CONDITIONS OF CONTRACT**  
**DEFINITIONS**

1. In the contract (as hereinafter referred), the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise requires: -
  - 1.1 "Employer" means the President of Pakistan, represented by Divisional Superintendent, Pakistan Railways, Peshawar (hereinafter referred to as the Divisional Superintendent, Pakistan Railways, Peshawar).
  - 1.2 "Contractor" means the person or persons / firm or company whose bid has been accepted by the Employer and include the Contractor's personal representative(s), successor(s) and permitted assigns.
  - 1.3 Divisional Superintendent means the Divisional Superintendent, Pakistan Railways, Peshawar.
  - 1.4 Divisional Engineer means the Divisional Engineer, Peshawar Division of Pakistan Railways in which the toll section / point is situated.
  - 1.5 Contract means the Conditions of Contract including the Schedule of Toll Rates/Surcharges, instructions to Bidders and the Contract Agreement with requisite appendixes etc. provided thereunder.
  - 1.6 Contract price means the sum named in the bid, subject to such additions thereto or deductions therefrom as may be made under the provision hereinafter contained.
  - 1.7 "Site" means the location or other places where the toll is collected.
  - 1.8 "Toll Point" means the section of road where the toll collection site is situated.
2. The marginal headings in those conditions shall not be deemed to be part thereof or be taken into considerations in the interpretation of the contract.

**SCOPE OF CONTRACT**

3. The contract relates to the collection of toll at Railway **Kalabagh Bridge** according to the schedule of rates specified in the contract agreement. It includes provision of necessary staff at the toll sites and everything required for this purpose so far as necessity for providing the same as specified in or can reasonably be inferred from this contract.

**ASSIGNMENT AND SUBLETTING**

4. The Contractor shall not assign or sublet the contract or any part thereof or any benefit therein or thereunder without the prior written consent of the Employer.

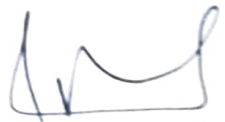
**GENERAL OBLIGATIONS**

5. The Contractor shall when called upon to enter into and execute a contract agreement (to be proposed at the cost of Contractor) in the form annexed, with such modifications as may be necessary so comply.

**(Contractor)**

  
**Divisional Engineer**  
**P.R Peshawar**

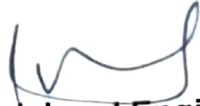
6. The Contractor shall fulfill his obligations in accordance with the contract to the satisfaction of the Divisional Superintendent, Pakistan Railways, Peshawar or his representative and comply with and adhere strictly to the instructions and directions on any matter relating thereto, whether mentioned in the contract or not.
7. **Security Deposit Bank Guarantee.** The Contractor shall at his own expense and subject to the approval of Employer, furnish Security Deposit/ Performance Guarantee in shape of Deposit at Call equal to a sum not less than 10% of the amount provided in the bid for due performance of the contract and in case of any default by the Contractor, the Employer shall be liable to forfeit the said amount. The Deposit at Call shall be furnished by the contractor before signing of the contract. Security Deposit shall cover the period of contract, plus 30 days thereafter. The Security shall not be released till the contract is successfully completed and all dues of the Pakistan Railways are cleared by the Contractor.
8. **Earnest Money.** The Earnest Money of bid furnished by the Contractor at the time of submission of bid shall be refunded to the Contractor after furnishes a Security Deposit/Performance Guarantee.
9. **Maintenance of Toll Sites.** The site shall be maintained by the Contractor who shall keep it in a neat and tidy condition at all times and he shall be solely responsible for the safety of the equipment fitting and fixtures thereof, any provided.
10. **Superintendence of Toll Sites.** The Contractor or his competent and authorized agent or representative approved in writing by the Employer (which approval may at any time be withdrawn by the Employer) shall remain constantly at the site and give whole time to the superintendence of the same. He will ensure that all toll gates/lanes are kept open and operated smoothly and efficiently at all times and in the number and condition in which the same are handed over to the Contractor at the time handing/taking over of the toll site by the authorized Officer of the Employer. He will further ensure that: -
- 10.1 A minimum of one person shall be employed by the Contractor for collection of toll tax at each toll gate. All actual expenses on their pay/allowances shall be paid by the Contractor in addition to the stipulated contract price.
- 10.2 The persons employed by the Contractor for collection of toll tax shall be respectful and courteous to the general public and shall not unduly hamper or obstruct traffic on the bridge. They shall wear proper uniforms.
- 10.3 The Employer shall be at liberty to object to and require the Contractor to remove from site any person employed by the Contractor who in the opinion of the Divisional Superintendent, Peshawar is guilty of misconduct or is negligent in the proper performance of his duties and such person shall not during the currency of the contract be employed again upon the site without the permission of the Divisional Superintendent, Peshawar.
11. **Toll Ticket.** The Contractor shall issue a ticket on payment of toll for each vehicle. The ticket shall be issued to the extent and for the period indicated in the schedule of Toll Rates.
12. **Payment of Utility Bills.** The Contractor shall pay the charges for electricity consumed on the lighting of the Toll sites in the account numbers which will be communicated separately. It shall be the responsibility of the Contractor to obtain electricity/utility bills from the office of the Divisional Electrical Engineer, Peshawar and to make payment on due dates.

  
Divisional Engineer  
P.R Peshawar

(Contractor)

13. **Indemnity.** The Contractor shall indemnify the Employer against all losses suffered by him/her in consequence of any accident or injury to any person in the employment of the Contractor. Contractor shall also indemnify the employer against all losses suffered by him/her on account of the claims of third parties for any act done by the Contractor or his employees during the performance of them under the contract.
14. **Insurance.** The Contractor shall take out insurance for the period of contract against such losses, with an insurer who has been approved by the Employer.
15. **Maintenance of Record.** The Contractor shall keep in a proper form, accurate count of traffic and other pertinent details specified separately by the Divisional Superintendent, Pakistan Railways, Peshawar in respect of vehicles passing through the toll sites. The requisite record shall be produced on demand before any officers authorized by the Divisional Superintendent, Pakistan Railways, Peshawar.
16. **Display of Toll Schedule.** The Contractor shall display at a conspicuous places at all times during the period of contract/lease, the prescribed schedule of toll/surcharge rates, as applicable, for the information of the public.
17. **Observance of Labour Laws.** The wage hours and conditions of employment of the employees of the Contractor shall be the same as prescribed by the Labour Laws of Pakistan.
18. **Control of Traffic.** The Contractor shall make adequate and proper arrangements at his own expense for the control of traffic and the checking of vehicles in connection with the collection of toll. These arrangements shall be made to the entire satisfaction of Divisional Engineer, Pakistan Railways, Peshawar who shall be fully empowered to make these arrangements at the risk and cost of the Contractor in case the same are not adequate and proper.
19. **IMPOSITION OF FINE/PENALTIES BY THE EMPLOYER.**
- 19.1 **Penalty for delay in Transfer of Toll Sites to Employer:** At the end of the contract period or in the event of cancellation or rescission of the contract, the site shall be handed over by the Contractor to the Divisional Engineer, Peshawar or the new Contractor on due date without any objection or demur and in clean and workman like condition; not later than 24 hours of the expiry of stipulated time limit. Divisional Engineer, Peshawar shall be personally responsible for ensuring the timely transfer of the toll site/point at the appointed hour. In case of default, the Contractor shall be liable to pay to Pakistan Railways, toll tax at a penal rate of Rs. \_\_\_\_\_ per day for the period the site is kept by the Contractor in his occupation in an unauthorized manner. It will be calculated thus: Daily Penalty = Total Bid Value /365x20/100.
- 19.2 **Penalty for Unauthorized closure of Toll Gate(s) / Lane(s).** The Contractor shall at all times during the period of his contract, keep open and operate smoothly and efficiently all the toll gates/lanes at the Toll Sites to the satisfaction of Divisional Superintendent, Peshawar. In case the Contractor fails to keep open a toll gate (s)/Lane (s) willfully or due to negligence, he shall be fined a sum of Rs.3000.00 (Rupees Three thousand only) per toll gate/lane, per day. If, however, the default exceeds a period of fourteen days, his contract shall be rescinded and his earnest money shall stand forfeited to the Employer. The period in default shall be reckoned from the day the Contractor was issued a notice in writing to the said effect by the Divisional Superintendent.

(Contractor)

  
Divisional Engineer  
P.R Peshawar

20. **Contractor not Entitled to Compensation for Loss of Income.** The Contractor shall not be entitled to any compensation for any loss in toll income in any circumstances not any claim for relief in the payment of contract money on account of any reason shall be entertained.
21. **Termination of Contract.** The contract shall be liable to be terminated by the employee without payment of any compensation in case of mismanagement / omission / irregularities or violation of any terms and conditions of the contract, by the contractor, or on his behalf.
- 21.1 In case, collection of Toll Tax falls to or below 70% of a month payment that the contractor has to deposit/pay to Pakistan Railways every month under clause 23.1 of the agreement, the Contractor shall notify the Employer through a written notice upon which following action shall be taken: -
- 21.1.1 The Employer shall depute a committee of Divisional Engineer and Divisional Accounts Officer of Peshawar Division within 7 days after receipt of Contractor's notice to join the Contractor directly or through their duly designated representative/inspectors and assess actual day and night collection of Toll Tax for complete 14 days.
- 21.1.2 In case the contractor's claim/complaint is proved and the contractor gives his consent in writing, the Pakistan Railways (Employer) may terminate this contract and then through a proper and written notification, call for fresh tenders to engage a new contractor.
- 21.1.3 In such an event, the Earnest Money and/or Performance Bond deposited by the Contractor shall be returned after a period of four months, after all outstanding dues and liabilities are paid and cleared by the contractor.
22. **Payment of Damages.** In the event of termination of the contract the Contractor shall be liable to pay as damages such amount as may be fixed by the Divisional Superintendent, Pakistan Railways, Peshawar.
23. **Payment of Money.** The Contractor shall pay the bid sum/contract money to the Divisional Superintendent, Pakistan Railways, Peshawar in the Manner prescribed hereunder: -
- 23.1 The total amount of bid money shall be payable in monthly installments with the Divisional Engineer, Pakistan Railways, Peshawar. The installments shall be paid regularly within first ten days of every month, in advance, for the duration of contract. The first installment shall however be payable within seven days of taking over charge of the site.
- 23.2 In case the Toll Contractor/Contractor fails to deposit the monthly installment of bid money on due date (i.e within first ten days of every month) without any intimation, he shall be served a notice by the Divisional Superintendent, Peshawar to deposit the monthly instalment within three days failing which the contract shall be terminated automatically without any further notice and the Security Deposit / Performance Guarantee alongwith the amount of one monthly instalment deposited by the contractor in advance shall stand forfeited and the site will take over by the Employer.
24. **Payment of Advance Income Tax by the Contractor.** The Contractor shall pay advance Income Tax at the prescribed rate of 10% in favour of Income Tax Officer Circle No.----- under the provision of sections 50(7A) of the Income Tax Ordinance 1979(as amended).

(Contractor)

  
Divisional Engineer  
P.R Peshawar

25. **Collection of Toll.** The Contractor shall have the right to collect toll at the rates mentioned in the schedule of toll rates vide Appendix-A to "Conditions of Contract", subject to the condition that no toll shall be charged from the vehicles specified in the schedule of exemptions given in Part-1 (Appendix-B) of the schedule of toll rates. In case collection of surcharge is allowed by the competent authority, the same shall be charged in accordance with approval of General Manager, Pakistan Railways, Lahore.
26. **Action in case of disagreement.** In the event of any disagreement arising out of the contract, the matter shall first be referred to the Divisional Superintendent, Pakistan Railways, Peshawar for decision who shall after making such enquiries as he may deem fit give his decision within a period of 14 days. The Contractor shall forthwith give effect to decision of Divisional Superintendent and shall proceed with due diligence whether Arbitration is intended or not.

### **ARBITRATION**

27. If the Contractor is dissatisfied with the decision of Divisional Superintendent, Pakistan Railways, Peshawar or if his decision is not forthcoming with the stipulated time or extended period(s) and desires Arbitration under the Arbitration Act, 1940, he shall give a notice in writing of such intention within a period of 28 days of the receipt of decision of the Divisional Superintendent, Pakistan Railways, Peshawar. The said notice shall contain the cause of action, material facts of the case and relief sought failing which the decision of Divisional Superintendent shall become final, conclusive and binding and the Contractor shall be deemed to have forfeited and departed from the claim in excess of that allowed by the Divisional Superintendent. No subsequent inflation / increase of the amount of claim once preferred in the said notice shall be allowed nor shall any other claim in respect of the work be entertained from the Contractor at any later stage. A reference for arbitration may be made by the Contractor in writing not later than three months after the completion of contract. Failure to make such reference within this period shall be taken as proof of waiver of claim, if any in respect of any dispute, subject to the following limitations: -
- 27.1 Dispute which may refer for Arbitration shall be limited to: -
- 27.1.1 Any question, difference or objection whatever which shall arise in any way in connection with or arising out of contract or/and.
- 27.1.2 The meaning of the operation of any part of the contract or/and.
- 27.1.3 The rights, duties or liabilities of either party or/and.
- 27.1.4 Whether the contract should be terminated or has been rightly terminated as regard the rights and obligation of the parties as the result of such termination.
- 27.1.5 Provided those matter for which provision has been made in the contract for final and binding decision by the Divisional Superintendent shall be excluded from Arbitration.
28. The venue of Arbitration shall be the Railway Division concerned in which the Toll Point is situated.

**(Contractor)**

**Divisional Engineer  
P.R Peshawar**



29. In the event of any dispute arising in accordance with the limitation provided in sub clause 27.1, the same shall be referred to the decision of a Sole Arbitrator to be appointed by the CEO / Senior General Manager, Pakistan Railways, Headquarters Office, Lahore from among the Officers of Railways not below the rank of Deputy Chief Engineer/Divisional Engineer and other than the Divisional Superintendent In-charge of the Contract work provided the claim preferred forms an amount upto Rs.1,00,000.00 (Rupees one Lac only). The decision of the sole Arbitrator in such case shall be final and binding on the parties concerned.
30. In case the amount of claim preferred is over Rs.1,00,000.00 (Rupees one Lac only), the dispute shall be referred to the award of two Arbitrators to be appointed from among BSP-19 officers of Railway other than the Divisional Superintendent in-charge of the work one to be nominated by the CEO / Senior General Manager, Pakistan Railways, Lahore and other by the Contractor. In case the said two Arbitrators do not agree, the case shall be referred to the award of any Umpire who shall be an officer of Railway not below the rank of Additional General Manager / Infra, Railways or Additional Secretary, Ministry of Railways to be appointed by the Government from the administrative department concerned. The decision of the Umpire/Arbitrators as the case may be shall be final and binding on the parties concerned. Where the matter involves claims for the payment or recovery or reduction of money any, the amount, if any, awarded in Arbitration shall be recoverable in respect of the matter so referred.
31. In case the Contractor is reluctant to carry out toll collection within the contract period or abandon the toll sites, his earnest money shall stand forfeited to Railway forthwith.

In WITNESS WHEREOF, the parties hereto have caused their respective common seals to be hereto affixed (or have set their respective hands and seals) the day year first above written

(Contractor)

Divisional Engineer  
P.R Peshawar

