


PAKISTAN RAILWAYS

**REQUEST FOR PROPOSAL (RFP)
FOR
APPOINTMENT OF CONSULTANT**

**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR NEW
RAIL LINK
FROM GWADAR TO NOK-KUNDI (675 KMS)**

The Reko Diq copper mine is one of the largest undeveloped copper deposits in the world, located near Nok Kundi in Balochistan province, Pakistan.

Pakistan Railway (PR) is planning to connect mining areas with Gwadar port through a new rail link, for which PR intends to hire the services of National/International Consulting firms / Consortiums / Joint Venture of Consultants.

Request for Proposal (RFP) documents including the Instructions to Bidders, Project Description, Evaluation Criteria, Terms of References (ToRs) and Draft Concession Agreement etc. are available at e-Pak Acquisition & Disposal System (e-PADS) Website of Pakistan Public Regulation Authority (PPRA) linked below:

Link: support@eprocure.gov.pk

Also, interested firms can download RFP documents from Pakistan Railways website (www.pakrail.com) or PPRA website (www.ppra.org.pk).

The Consultant will be selected under Quality and Cost Based Selection (QCBS) method and procedures, described in this RFP in accordance with PPRA Rule 2004 and PPRA Procurement of Consultancy Services Regulations 2010.

A pre-proposal conference shall be held on **02nd May, 2024 (Thursday) at 10:30 Hrs** at under mentioned address for which prospective Consultants are requested to attend. Any further information can be obtained from the office of undersigned or through email aensandc@gmail.com.

The prospective Consultants / Consortiums / Joint Ventures will submit their proposals (Technical & Financial) both physically as detailed in the Data-Sheet as well as via e-PAD on prescribed format, at the following address on or before **23rd May, 2024 (Thursday) upto 14:00 Hrs**. Technical proposals will be opened on the same date and venue at **14:30 Hrs** in the presence of representative of firms, who choose to witness.

Sd/-

(Muhammad Amjad Iqbal)

Chief Engineer / Survey & Construction

Pakistan Railways, Headquarters Office

Empress Road, Lahore

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



PAKISTAN RAILWAYS

REQUEST FOR PROPOSAL (RFP)

HIRING OF CONSULTANT

For

**FEASIBILITY STUDY AND TRANSACTION ADVISORY
SERVICES FOR NEW RAIL LINK
FROM GWADAR TO NOK-KUNDI (675 KMS)**

April 2024

Chief Engineer / Survey & Construction
Pakistan Railways, HQ Office
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Table of Contents

Section 1: Letter of Invitation	1
General Information	3
Form General-1 Basic Information	4
Form General-2 - Litigation History	5
Section 2: Instructions to Consultant	6
DATA SHEET	16
Section 3: Technical Proposal – Standard Forms	24
Section 4: Financial Proposal- Standard Forms	43
Section 5: Terms of Reference	48
5.1 PROJECT BACKGROUND	48
5.2 OBJECTIVES OF THE FEASIBILITY STUDY	48
5.3 SCOPE OF SERVICES	48
5.3.1 Scope of services for Part-1 (New feasibility study from Junction Point (Nok-Kundi) to Panjgur)	48
5.3.1.1 Route Selection	48
5.3.1.2 Reconnaissance Survey	48
5.3.1.3 Topographic Strip Survey	49
5.3.1.3.1 Longitudinal Profile and Cross Sections	49
5.3.1.3.2 Design of the Selected Railway Alignment	49
5.3.1.3.3 Typical cross-sections	50
5.3.1.3.4 Structures	50
5.3.1.3.5 Earthwork quantities	50
5.3.1.4 Feasibility Level Engineering Design	50
5.3.1.5 Cost estimates	51
5.3.1.6 Geotechnical and Geological Investigations	51
5.3.1.7 Hydrological Study	52
5.3.1.8 Assessment of Land Requirements	52
5.3.2 Scope of services for Part-2 – Desktop up-dation of Previously Conducted Feasibility Study from Panjgur to Gwadar.	52

5.3.2.1	Study of Previous Feasibility Study	52
5.3.2.2	Topographic Strip Survey	52
5.3.2.3	Up-dation / Revalidation of Route Selection.....	53
5.3.2.4	Longitudinal Profile and Cross Sections	53
5.3.2.5	Geotechnical Study.....	53
5.3.2.6	Feasibility Level Engineering Design	53
5.3.2.7	Hydrological Study.....	53
5.3.2.8	Cost estimates.....	53
5.3.3	Scope of services combined for Part-1 and Part-2.	53
5.3.3.1	Environmental and Resettlement Impact Report	53
5.3.3.2	Rolling Stock.....	54
5.3.3.3	Electric Power Supply	55
5.3.4	Scope of Services of Part-3 – Transaction Advisory Services	55
5.3.4.1	PHASE-I: PROJECT DEVELOPMENT / FEASIBILITY	55
5.3.4.1.1	Traffic Forecasting for Transaction Advisory	59
5.3.4.1.1.1	Traffic and Commercial Survey	59
5.3.4.1.2	Project Qualification Proposal (PQP)/Technical Feasibility:	60
5.3.4.1.3	Bid Documents	62
5.3.4.1.3.1	RFQ Package	62
5.3.4.1.3.2	RFP Package	62
5.3.4.1.3.3	Deliverables:.....	62
5.3.4.1.4	Presentation of the Project Proposal	62
5.3.4.2	PHASE-II: TRANSACTION EXECUTION.....	63
6	DELIVERABLES	65
6.1	Deliverables of Technical Feasibility Study.....	65
6.2	Deliverables of Transaction Advisory Services	66
7	Schedule of Payment:	67
8	TIME FOR COMPLETION OF ASSIGNMENT	70
9	GUIDELINES FOR TRACK & OTHER RELATED PARAMETERS	70
10	Design Parameters.....	71

Section 1: Letter of Invitation

No. 844-W/651/FS &TAS/Tender-Rekodiq/S&C/2024

Date: ----- April 2024

SUBJECT: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CONSULTANT FOR FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR NEW RAIL LINK FROM GWADAR TO NOK-KUNDI (675 KMS)

1. The Chief Engineer / Survey & Construction (S&C), Pakistan Railways, invites Proposals (Technical and Financial) from National/International consultants to provide the following services:

“FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR NEW RAIL LINK FROM GWADAR TO NOK-KUNDI (675 KMS)”

2. The Consultant will be selected under Quality and Cost Based Selection (QCBS) method and procedures, described in this RFP in accordance with PPRA Rule 2004 and PPRA Procurement of Consultancy Services Regulations 2010.
3. The RFP includes the following documents:
 - Section 1: Letter of Invitation
 - Section 2: Instructions to Consultants (including Data Sheet)
 - Section 3: Technical Proposal – Standard Forms
 - Section 4: Financial Proposal – Standard Forms
 - Section 5: Terms of Reference (TOR)
4. The Consultant can be single entity or Joint Venture (JV) or Consortium of firms. Inclusion of sub-consultant(s) is allowed; however, company profile of sub-consultant(s) will not be considered for evaluation, but their individuals can be considered for evaluation.
5. It is mandatory for Proposal to be prepared using Standard Forms of RFP. Any Proposal not prepared according to prescribed format may be rejected. If any information required in the Forms is found missing or written elsewhere, credit may not be given in the relevant section of the evaluation.
6. The Consultant should submit details of **FIVE (05)** of their most relevant completed assignments (Technical Feasibility Studies) for technical evaluation using the prescribed format. Assignments given beyond the required numbers will not be considered and no weightage will be given to the higher number of such assignments.

7. CVs of key personnel (Key Experts) corresponding to the list given in Data-Sheet should provide details of maximum **Three (03)** projects done by each individual in the past.
8. A pre-proposal conference shall be held on **02th May, 2024 (Thursday) at 10:30 Hrs** at the address mentioned in Data Sheet, which prospective Consultants may attend.
9. The prospective Consultants / Consortiums / Joint Ventures will submit their proposals (Technical & Financial) both physically as detailed in the Data-Sheet as well as via e-PAD on prescribed format, at the following address on or before **23rd May, 2024 (Thursday) upto 14:00 Hrs.**
10. Technical proposals will be opened on the same date and venue at **14:30 Hrs** in the presence of representative of firms, who choose to witness. Proposals received after the due date and time will not be accepted and will be returned to the Consultants unopened. For opening of Financial Proposals, the date, time and venue will be communicated separately.
11. Any further information can be obtained from the under mentioned office address during office hours.

Chief Engineer / Survey & Construction

Pakistan Railways, HQ Office

Empress Road, Lahore

PH: +92-42-9201625 FAX: +92-42-9201760

E-mail: censc@gmail.com

General Information

The Consultant is required to provide following information which is necessary for further processing of the Proposal:

1. Specify whether applying as Single Entity or Joint Venture (JV) or Consortium
2. In case of JV / Consortium, provide the following information along with attached Form **General-1** for all partners.

S. No.	Name of JV or Consortium Partners	% share proposed for this Assignment
1.	Lead Partner	
2.	Partner No. 2	
3.	Partner No. 3	
4.	Partner No. 4	
5.	Partner No. 5	

3. The Consultant / all partners are required to provide accurate information on any litigation or arbitration, arising out of the projects completed or in progress over the last five years in the manner as prescribed in the Form **General-2**
4. Certificate/affidavit that the Consultant or any of the JV / Consortium Firms is/are not blacklisted by any government department/authority.
5. In case of JV or Consortium, Joint Venture / Consortium Agreement / MOU between the partners for this Assignment.
6. Power of attorney or Board of Directors' Resolution to sign the Proposal for Consultant / all JV/ Consortium firms.
7. The authorization in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign the bid/proposals.

Form General-1 Basic Information

1. Name of Firm
2. Office address
3. Organization Chart
4. Telephone & Fax
5. E-mail
6. Contact person
7. Place of incorporation / registration
8. Year of incorporation / registration
9. Type of organization (whether partnership / sole proprietorship / public limited Company / private limited company etc.) (attach copy of valid registration)
10. For local (Pakistani) firms, National Income Tax number (NTN) (attach copy of valid registration with active status). In case of foreign firm Tax registration number of their home country along with documentary evidence of such registration.
11. Provincial Sales Tax number (for local firms, if applicable) (attach copy of valid registration with active status)
12. Audited accounts of the firm for the last 3 years.

(in case of Joint Venture / Consortium, please provide above information for all partners)

(Signature and Stamp)
(Authorized Representative)

Form General-2 - Litigation History

Consultant, including each of the JV / Consortium partners, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

A separate sheet should be used for each partner.

Party / Parties of the Claim / Dispute	Nature of Claims / Dispute	Amount of the Claim / Dispute	Date initiated	Status (Award for or against)

Section 2: Instructions to Consultant

2.1. Definitions

- 2.1.1. “Government of Pakistan” means The Government of Pakistan and all its associated Departments, Agencies, Autonomous / Semi-Autonomous Bodies, Boards, Universities, and similar other organizations.
- 2.1.2. “Client” means Pakistan Railways, acting through Chief Engineer / Survey & Construction, Pakistan Railways, HQ Office, Lahore.
- 2.1.3. “Consultant” means a firm or a Joint Venture (JV) / Consortium of firms that may provide the Services to the Client under the Agreement. The Consultant can be single entity or JV / Consortium of firms.
- 2.1.4. “Agreement” means the Agreement signed by the Client and the Consultant and all the attached documents.
- 2.1.5. “Data Sheet” means such part of the Instructions to Consultant used to reflect specific conditions.
- 2.1.6. “Day” means calendar day.
- 2.1.7. “Instructions to Consultant” means the document which provides Consultant with all information needed to prepare their Proposals.
- 2.1.8. “Personnel” means professionals and support staff provided by the Consultant to perform the Services or any part thereof.
- 2.1.9. “Proposals” means the Technical Proposal and the Financial Proposal.
- 2.1.10. “RFP” means the Request for Proposal issued by the Client for hiring of Consultant.
- 2.1.11. “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- 2.1.12. “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Assignment.
- 2.1.13. “Assignment” means ***“Feasibility Study and Transaction Advisory Services for new rail link from Gwadar to Nok-Kundi (675 kms)”*** as stated in TORs, given in this RFP.
- 2.1.1. “Similar Assignment” means Feasibility Study for establishing new route(s) for railway track infrastructure having route length of 300 Kms or above.

2.2. Introduction

- 2.2.1. The Consultants are invited to submit a Technical Proposal and a Financial Proposal for providing Services required for the Assignment named in the Data Sheet. The Technical and Financial proposals should be in separately marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 2.2.2. Consultant should familiarize themselves with Assignment conditions and consider them in preparing their Proposal. To obtain first-hand information on the Assignment, Consultants are encouraged to visit the Client before submitting the Proposal.
- 2.2.3. Consultant should contact the Client's representative named in the Data Sheet to obtain information regarding the Assignment. Consultant should ensure that the concerned official is informed well ahead of time in case they wish to visit the Client.
- 2.2.4. Consultant shall bear all costs associated with the preparation and submission of their Proposal and Agreement negotiation. The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultant.

2.3. Conflict of Interest

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

2.4. Conflicting Activities

- 2.4.1. A Consultant that has been engaged by the Client to provide goods, works or services other than said assignment for a project, and any of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Consultant hired to provide said services for the design and implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than said services resulting from or directly related to the Consultant's services for such preparation or implementation.

2.5. Conflicting Assignments

2.5.1. A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

2.6. Conflicting Relationships

2.6.1. A Consultant (including its Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Pakistan Railways throughout the selection process and the execution of the Agreement.

2.6.2. The Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, 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 Agreement.

2.6.3. No agency (except any subsidiary of the Client) or current employees of the Client shall work as consultant under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any existing government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

2.7. Unfair Advantage

2.7.1. If the Consultant could derive a competitive advantage from having provided financial advisory services related to the Assignment in question, the Client shall make available to all applicants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultant.

2.8. Fraud and Corruption

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

- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process, or affect the execution of agreement.
- b) Without prejudice to any other remedy available under the law, Client will reject a Proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
- c) Client will penalize a consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Pakistan agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Pakistan agreement;
- d) Client will have the right to require that a provision be included requiring Consultant to permit the Government of Pakistan to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Pakistan.
- e) Consultant and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan.

2.9. Only one Proposal

- 2.9.1. A Consultant can submit only one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals, in which the Consultant have participated, shall be disqualified.

2.10. Proposal Validity

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

2.11. Clarification and Amendment of RFP Documents

- 2.11.1. Consultant may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.

Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure as stated in para below

At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.12. Preparation of Proposal

- 2.12.1. The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the language (s) specified in the Data Sheet.

2.12.2. In preparing their Proposal, Consultant are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.13. Technical Proposal Format and Content

2.13.1. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3).

- a) A brief description of the Consultant's organization and an outline of recent experience of the Consultant (each partner in case of joint venture) on assignments of a similar nature are required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultant / Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a Consultant or as one of the major Consultants within a joint venture. Assignments completed by individual Professional staff working privately or through other Consultants cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultant should be prepared to substantiate the claimed experience if so requested by the Client.
- b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; (Form TECH-3 of Section 3).
- c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3.
- d) Work breakdown, schedule and planning for the Deliverables (Form TECH-5 of Section 3).
- e) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-6 of Section 3).
- f) CVs of the Professional staff signed by the staff themselves or by the Authorized representative of the Professional Staff (Form TECH-7 of Section 3) along with their Computerized National Identity Card numbers.
- g) Annual Turnover (Form TECH-8 of Section 3). The annual turnover should be indicated separately for three years.

2.13.2. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

2.14. Financial Proposal

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

2.15. Payment of Remuneration

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

2.15.2. 5% Retention Money will be deducted from each interim/monthly/quarterly payment. Retention Money will be returned after Six (06) months of successful completion of the Feasibility Study or Transaction Advisory as the case may be.

2.15.3. The Client shall make all payments to the Consultant in Pakistan Rupees (PKR).

2.16. Taxes

2.16.1. The Consultant will be subjected to local taxes on amounts payable by the Client under the Agreement. Payment of all taxes shall be the sole responsibility of the Consultant. The Client will withhold income tax from the payments to the Consultant as per income tax laws/regulations.

2.17. Submission, Receipt and Opening of Proposal

2.17.1. The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except any clarification sought and accepted by the Client in writing and such clarification do not change the substance of the bid. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

An authorized representative of the Consultant shall sign both the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

2.17.2. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in Data Sheet and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

- 2.17.3. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Assignment. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the Assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 2.17.4. The Proposals must be sent to the address indicated in the Data Sheet and received by the Client not later than the time and the date indicated in the Data Sheet, or any extension granted thereof. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 2.17.5. The Client shall open the Technical Proposal immediately (half an hour) after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

2.18. Proposal Evaluation

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

2.19. Evaluation of Technical Proposal

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

2.20. Public Opening and Evaluation of Financial Proposals

- 2.20.1. After the technical evaluation is complete, the Client shall notify, to qualified Consultants only, the date, time and location for opening the Financial Proposals. Consultant's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultant sufficient time to make arrangements for attending the opening.
- 2.20.2. Financial Proposals of all technically responsive bidders shall be opened publicly in the presence of the Consultant's representatives who choose to attend. The name of the Consultant and their technical score shall be read aloud. They can inspect to confirm that their bids remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 2.20.3. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. The Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.
- 2.20.4. The weightage of Technical and Financial proposals would be as indicated in Data Sheet.

2.21. Technical Negotiations

- 2.21.1. If deemed necessary and considered appropriate, technical negotiations will be held at the address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next- ranked Consultant.
- 2.21.2. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.

2.22. Interview / meeting with the professionals of successful Consultant

- 2.22.1. If deemed necessary, prior to issuance of Acceptance Letter, the Client may ask the successful Consultant to bring his team in the office of the Client for discussion and assurance of availability of professionals. The professional may be asked to describe his experience particularly regarding similar assignments.
- 2.22.2. In case the key professionals, proposed by the Consultant fail to attend the meeting, the proposal can be rejected besides taking action against the Consultant.
- 2.22.3. In case the proposal of highest ranked Consultant is rejected on this account, the Client shall be at liberty to approach second highest ranked Consultant for carrying out this assignment.

2.23. Award of Agreement

- 2.23.1. After completing negotiations, the Client shall award the Agreement to the selected Consultant and publish details on the website. The agreement will be executed in accordance with the Draft Contract Agreement, General Conditions of Contract, Special Conditions of Contract, etc., attached in this RFP.

2.24. Confidentiality

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

2.25. Integrity Pact

- 2.25.1. The successful Bidder shall sign and stamp the Integrity Pact, as per Standard Format of Pakistan Engineering Council (PEC), in case contract value exceeds Pak PKR 10,000,000 (ten million).

2.26. Time for Completion

- 2.26.1. Time for completion of the Assignment shall be as specified in the Data Sheet.

**Instructions to
Consultant
DATA SHEET**

Paragraph Reference	
2.1.2	<p><u>Name of the Client:</u> Chief Engineer / Survey & Construction, Pakistan Railways, HQ Office, Lahore.</p> <p><u>Method of Selection:</u> QCBS (Quality and Cost based Selection) in accordance with PPRA Rule 2004 and PPRA Procurement of Consultancy Services Regulations PCSR-2010.</p> <p><u>Bidding Procedure:</u> Single Stage – Two Envelope Procedure</p>
2.2.1	<p>Name of the assignment is: <u>“Feasibility Study and Transaction Advisory Services for New Rail Link from Gwadar to Nok-Kundi (675 Kms)”</u></p> <p>Financial Proposal to be submitted together with Technical Proposal, however, both should be in separate sealed envelope clearly marked with name of Assignment and Consulting Firm</p>
2.2.3 2.11.1	<p><u>Client’s Representative</u> Deputy Chief Engineer / Survey & Construction Pakistan Railways, HQ Office, Empress Road, Lahore Ph: +92-42-99201625 E-mail: aensandc@gmail.com</p>
2.10.1	Proposals must remain valid for ninety (90) days after the submission date
2.11.1	Clarifications may be requested not later than seven (07) days before the submission date.
2.12.1	Proposals shall be submitted in English language.
2.16.1	Withholding / Advance Income Tax will be deducted as per prevailing government rules. It will be exclusively Consultant’s responsibility to include all applicable Federal, Provincial or City taxes / fees & levies in the Financial Proposal
2.17.2	Consultant must submit one original and two (2) copies of the Technical Proposal and the original of the Financial Proposal as well as bid submission through electronic means via EPADS (URL: support@eprocure.gov.pk) . The guidelines for submission through e-PAD are available in form of tutorials on Pakistan Public Procurement Regulation Authority (PPRA) website linked: https://www.ppra.org.pk/
2.17.2 2.17.4	<p>The Proposal submission address is: Chief Engineer / Survey & Construction, Pakistan Railways, HQ Office, Empress Road, Lahore, Ph: +92-42-99201625</p> <p>Proposals must be submitted not later than the following date and time: On or before 23rd May, 2024 (Thursday) till 14:00 Hrs .</p>

Instructions to Consultant
DATA SHEET

A. Evaluation Criteria for Consultant:

- (i) **Company Profile:** 60%
(ii) **Project Team:** 30%
(iii) **Approach & Methodology:** 10%

Points

A (i) Company Profile: [100]

- | | |
|---------------------------|------|
| a) Relevant Experience | [70] |
| b) Organization Structure | [10] |
| c) Financial Capability | [20] |

Total = A(i)

A (ii) Assignment Team / Key Experts: [100]

- | | |
|--|------|
| 1) Permanent Way Expert (Team Leader) | [15] |
| 2) Railway Alignment Design Expert | [10] |
| 3) Railway Expert / Bridges & Structures | [08] |
| 4) Railway Expert / Train Operation | [06] |
| 5) Railway Expert / Signalling & Telecom | [06] |
| 6) Geologist | [06] |
| 7) Hydrology Expert | [07] |
| 8) GIS & Topographic Survey Expert | [07] |
| 9) Financial Analyst | [10] |
| 10) Business / Marketing Specialist | [10] |
| 11) Transport Economist | [10] |
| 12) Legal Expert | [05] |

Total = A(ii)

A (iii) Approach & Methodology: [100]

- | | |
|-----------------------------------|------|
| a) Understanding & Innovativeness | [20] |
| b) Methodology & Work plan | [80] |

Total = A (iii)

$$\text{Technical Score} = \frac{A(i)[60]}{100} + \frac{A(ii)[30]}{100} + \frac{A(iii)[10]}{100}$$

The minimum technical score required to pass is: **65 Points**.

Further details of Evaluation Criteria are described in Appendix-I to Data Sheet.

2.19.1

**Instructions to
Consultant
DATA SHEET**

2.20.4	Technical = 80% (Eighty) Financial = 20% (Twenty) The formula for determining the financial scores is as following: $Sf = 100 \times Fm / F$ Sf = The financial score Fm = The lowest price F = The price of the proposal under consideration.
2.21.1	Address for Technical negotiations: Chief Engineer / Survey & Construction, Pakistan Railways, HQ Office, Empress Road, Lahore, Ph: +92-42-99201625
2.26.1	Assignment completion period is as under: Seven Months (07) after signing of Contract Agreement.

(A) Mandatory Requirements

- (i.) As a mandatory requirement, the Consultant must have completed at least **Two (02)** Similar Assignments of Feasibility Study as explained in Definitions. Any Consultant not fulfilling the said requirement will be technically disqualified.
- (ii.) In addition of (i) above, Consultant must have completed at-least **Two (02)** assignment of Transaction Advisory Services regarding PPP mode (BOT basis or any other suitable mode of PPP) transaction for infrastructure project, which have achieved financial closure.
- (iii.) In case of Single entity, Consultant must have requisite experience as depicted in sub-item (i) and (ii). In case of JV / Consortium, these conditions can be filled collectively through different partners. (one of the JV / Consortium Partner must meet one of the above conditions).
- (iv.) In case of applying as single entity by a local (Pakistani) firm, the consulting firm must be registered with Pakistan Engineering Council (PEC), Security Exchange Commission of Pakistan (SECP) / Registrar of Firms and Federal Board of Revenue (with active tax payer status).
- (v.) In case of applying as single entity by a foreign firm, the consulting firm must be registered with Security Exchange Commission of Pakistan (SECP) / Registrar of Firms and Federal Board of Revenue (with active tax payer status). However, regarding registration with PEC, the firm must apply for registration with PEC within one month of awarding the contract.
- (vi.) In case of Joint Venture / Consortium, the local firm(s) (whether in lead or partner) must be registered with Pakistan Engineering Council (PEC), Security Exchange Commission of Pakistan (SECP) / Registrar of Firms and Federal Board of Revenue (with active tax payer status). However, condition of registration with PEC is not applicable to Chartered Accountancy / Financial Analyst Firms. In case any of the joint venture / consortium member (whether in lead or partner) is a foreign company, then the foreign firm must apply for registration with PEC within one month of awarding the contract.
- (vii.) In case of Joint Venture / Consortium of local and foreign firms, at least two professionals (as described in Assignment Team / Key Experts) must be foreigners and be the employees of any (if more than one) of foreign firm.

(B) Detail of Evaluation Criteria

A (i) Company Profile (60%)

a) Number of Similar Assignments of Feasibility Study (50 Marks)

- | | |
|--|-------|
| (i) First two Similar Assignment | = 60% |
| (ii) 3 rd Similar Assignment | = 20% |
| (iii) 4 th Similar Assignment | = 10% |
| (iv) 5 th Similar Assignment | = 10% |

Number of Similar Assignments of Transaction Advisory (20 Marks)

- | | |
|---|-------|
| (i) First two Assignments of Transaction Advisory | = 70% |
| (ii) 3 rd Assignment of Transaction Advisory | = 30% |

b) Organizational structure (10 Marks)

- | | |
|--------------|--------|
| Excellent | = 100% |
| Very Good | = 90% |
| Good | = 80% |
| Satisfactory | = 70% |

c) Financial Capability (20 Marks)

Annual Turnover (PKR in Million)

(Average of last three financial years shall be considered. In case of JV / Consortium total of all partners shall be considered. In case of foreign firm, foreign currency will be converted into Pak Rs at average exchange rate of year under consideration)

- | | |
|-------------------------------------|--------|
| More than or equal to 400 | = 100% |
| More than or equal to 200 but < 400 | = 80% |
| More than or equal to 100 but < 200 | = 60% |
| Less than 100 | = Zero |

A (ii) Project Team (30%)

For minimum qualification and experience of project team please refer to the sheets on the following pages.

Appendix-I to Data Sheet (Cont'd.....)

Details of Evaluation Criteria for Assignment Team / Key Experts

Sr.#	Position	Min-Qualification	Overall Experience
1	Permanent way Expert (Team Leader)	B.Sc. Civil Engineering Must have at least 10 years' experience in track infrastructure	20 years
2	Railway Alignment Design Expert	B.Sc. Civil Engineering Must have at least 05 years' experience in railway alignment design	15 years
3	Railway Expert / Bridges & Structures	M.Sc. Structure Engineering	15 years
4	Railway Expert / Train Operation	Master in Transportation Planning / Engineering or Retired Railway Officers of Civil or Mechanical Engineering or Traffic & Commercial Group	15 years in case of Masters & 20 in case of Retired Railway Officers.
5	Railway Expert / Signaling & Telecom	B.Sc. Electrical / Signaling /Telecommunication / Electronic Engineering	15 years
6	Geologist	M.Sc. Geology / B.Sc. Mining Engineering	15 years
7	Hydrology Expert	M.Sc. Hydrology/MSc Water Resources Engineering /MSc Hydraulics Engineering	15 years
8	Topographic Survey & GIS Expert	MSc GIS / MSc Civil Engineering	15 years
9	Financial Analyst	FCA or CPA or MBA or CFA	20 years
10	Business / Marketing Specialist (PPP / Transaction Expert)	Project Management / Business Administration / Applied Economics / CA / FCA / ACCA with experience in Project Management, Public Private Partnership Projects for at least two assignments of PPP / Transaction Advisory.	15 years
11	Transport Economist	M.Sc./ M.A Economics / CA	15 years
12	Legal expert	LLB or Bachelors in Law	20 years

Note:

1. The professional team (Key Experts) having education or experience less than minimum/mandatory specified above shall not be considered.
2. Similar Assignment has been explained under Definitions for the purpose of comparison of the assignments completed by the Consulting Firm or JV / Consortium. For various professionals, similar assignment or relevant assignment shall be as per their respective field of specialization.
3. Bidders can quote any other relevant degree as per norms of the country from where such degree has been obtained and it would be considered for acceptance if found appropriate/equivalent.

A (iii) Approach & Methodology (10%)

Appendix-I to Data Sheet (cont'd.....)

Methodology submitted by consultant will be analyzed in accordance with grades as under:

Quality	Grade	Weight
Excellent	A	100%
Good	B	70%
Average	C	50%
Below average	D	25%
Methodology not provided	E	0

Methodology will be analyzed based on following:

a) TOR Improvement (20 Marks) (FORM TECH-3)

What is the quality of the improvements to the TOR suggested by the Consultant to improve the outcome of the assignment?

b) Technical Approach and Methodology (20 Marks) (FORM TECH-4 a)

- i) How in-depth is the Statement of Work: does it fully cover the scope of the assignment and is it sufficiently developed to ensure assignment completion?
- ii) What is the level of identification of potential risks that will affect the execution of the assignment, and what is the quality of the mitigation strategies proposed?

c) Work Plan (20 Marks) (FORM TECH-4 b)

How developed is the Work Breakdown Structure (WBS) for the assignment?

d) Organization and Staffing (40 Marks) (FORM TECH-4 c)

Is overall team composition (other than Key Experts) balanced and has an appropriate skills mix?

Section 3: Technical Proposal – Standard Forms

Consultant is required to prepare Technical Proposal as per following format:

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant’s Organization and Experience
 - A Consultant’s Organization
 - B Consultant’s Experience (Five Forms)
- TECH-3 Comments or Suggestions on the Terms of Reference.
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Work Breakdown, Schedule and Planning of Deliverables
- TECH-6 Composition of Professional Staff Team to be deployed for this assignment
- TECH-7 Curriculum Vitae (CV) of Proposed Professional Staff
- TECH-8 Financial Capabilities

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM
(Please submit on Company's Letterhead)

To: Chief Engineer / Survey & Construction
Pakistan Railways, HQ Office,
Empress Road, Lahore

Subject: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CONSULTANTS FOR FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR NEW RAIL LINK FROM GWADAR TO NOK-KUNDI (675 KMS)

Dear Sir,

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

We are submitting our Proposal in JV / Consortium with _____ *(Insert a list with full name and address of each JV / Consortium Partner)*

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

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

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

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

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm / Lead Partner: _____
Address: _____

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

Please provide the following information for the Firm and in case of JV/ Consortium, for each partner.

1. Consultant's background and achievements (min two pages)
2. Organogram.
3. List of professional staff with qualification and experience.

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Assignment No. 1 (Feasibility Study)

B - Consultant's Experience

*[Using the format below, provide information of assignment for which Consultant's Firm or any of JV Partner Firms, was legally contracted as a corporate entity or as one of the major companies within an association / partnership, for carrying out consulting services **similar to the ones requested under this Assignment.**]*

Name of Firm:	
Assignment name:	Value of consulting services provided under the agreement (in PKR or USD):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Start date (month/year):	Completion date (month/year):
Name(s) of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Assignment No. 2 (Feasibility Study)

B - Consultant's Experience

[Using the format below, provide information of assignment for which Consultant's Firm or any of JV Partner Firms, was legally contracted as a corporate entity or as one of the major companies within an association / partnership, for carrying out consulting services **similar to the ones requested under this Assignment.**]

Name of Firm:	
Assignment name:	Value of consulting services provided under the agreement (in PKR or USD):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Start date (month/year):	Completion date (month/year):
Name(s) of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Assignment No. 3 (Feasibility Study)

B - Consultant's Experience

[Using the format below, provide information of assignment for which Consultant's Firm or any of JV Partner Firms, was legally contracted as a corporate entity or as one of the major companies within an association / partnership, for carrying out consulting services **similar to the ones requested under this Assignment.**]

Name of Firm:	
Assignment name:	Value of consulting services provided under the agreement (in PKR or USD):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Start date (month/year):	Completion date (month/year):
Name(s) of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Assignment No. 4 (Feasibility Study)

B - Consultant's Experience

*[Using the format below, provide information of assignment for which Consultant's Firm or any of JV Partner Firms, was legally contracted as a corporate entity or as one of the major companies within an association / partnership, for carrying out consulting services **similar to the ones requested under this Assignment.**]*

Name of Firm:	
Assignment name:	Value of consulting services provided under the agreement (in PKR or USD):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Start date (month/year):	Completion date (month/year):
Name(s) of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Assignment No. 5 (Feasibility Study)

B - Consultant's Experience

*[Using the format below, provide information of assignment for which Consultant's Firm or any of JV Partner Firms, was legally contracted as a corporate entity or as one of the major companies within an association / partnership, for carrying out consulting services **similar to the ones requested under this Assignment.**]*

Name of Firm:	
Assignment name:	Value of consulting services provided under the agreement (in PKR or USD):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Start date (month/year):	Completion date (month/year):
Name(s) of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Assignment No. 1 (PPP / Transaction Advisory Project)

B - Consultant's Experience

[Using the format below, provide information of assignment for which Consultant's Firm or any of JV Partner Firms, was legally contracted as a corporate entity or as one of the major companies within an association / partnership, for carrying out consulting services.]

Name of Firm:	
Assignment name:	Value of consulting services provided under the agreement (in PKR or USD):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Start date (month/year):	Completion date (month/year):
Name(s) of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Assignment No. 2 (PPP / Transaction Advisory Project)

B - Consultant's Experience

[Using the format below, provide information of assignment for which Consultant's Firm or any of JV Partner Firms, was legally contracted as a corporate entity or as one of the major companies within an association / partnership, for carrying out consulting services.]

Name of Firm:	
Assignment name:	Value of consulting services provided under the agreement (in PKR or USD):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Start date (month/year):	Completion date (month/year):
Name(s) of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Assignment No. 3 (PPP / Transaction Advisory Project)

B - Consultant's Experience

[Using the format below, provide information of assignment for which Consultant's Firm or any of JV Partner Firms, was legally contracted as a corporate entity or as one of the major companies within an association / partnership, for carrying out consulting services.]

Name of Firm:	
Assignment name:	Value of consulting services provided under the agreement (in PKR or USD):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Start date (month/year):	Completion date (month/year):
Name(s) of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

Comments and suggestions on the Terms of Reference that could improve the quality/ effectiveness of the Assignment

(Client is not bound to accept the suggestions provided by the Consultant. The Consultant is requested not to include any financial impact of the suggestions in the Financial Proposal. Any claim on this account shall not be accepted at the stage of evaluation or after award of contract)

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology, work plan and organization/ staffing are important components of the Technical Proposal. You are suggested to present this portion by dividing it into the following three chapters:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

a) Technical Approach and Methodology

Please explain your understanding of the objectives of the assignment as outlined in TOR, approach to the services, and the methodology you would adopt to deliver the expected output, and the degree of detail of such output. You should highlight the problems being addressed, their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Please do not repeat/copy the TOR in here.

b) Work Plan

Please outline the plan for implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), constraints, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, manuals, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing

Please describe the structure and composition of the team of the Assignment including the Key Experts (as defined in Data Sheet A (ii) and proposed technical and support staff (Non-Key Experts). Also provide brief 1-2 pages CVs of each Non-Key Expert for this Assignment and clearly define their roles in the Assignment. Any CV of Non-Key Expert more than 2 pages will not be considered.

FORM TECH-5:**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**



Sr.#	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable No.1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
D-2	{e.g., Deliverable No.2													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. Please refer to section 4. Deliverable Documents and Timeline in TOR for further details. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

COMPOSITION OF PROFESSIONAL STAFF TEAM TO BE DEPLOYED FOR THIS ASSIGNMENT

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 m]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet.
 - 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 "Home" means work in the office or home in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
-  Full time input
 Part time input

**CURRICULUM VITAE (CV) OF PROPOSED
PROFESSIONAL STAFF (KEY EXPERTS)**

1. **Proposed Position** [*only one candidate for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **CNIC No.** (if Pakistani) or **Passport No.** (if foreign National): _____

6. **Education:**

Degree	Major/Minor	Institution	Date (MM/YYYY)

7. **Membership of Professional Associations:** _____

8. **Other Training** [*Indicate significant training since above degrees were obtained*]:

9. **Languages** [*For each language indicate proficiency: good, fair, or poor*]

Language	Speaking	Reading	Writing

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation*]

Employer	Position	Highest Turnover of the Employer's Firm (PKR Million)	From (MM/ YYYY)	To (MM/ YYYY)

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff's capability to handle the tasks listed under point 11.]

1) Name of assignment: _____

Location: _____ Year: _____ Position held: _____

Client: _____

Annual Turnover of Client (PKR million) _____ No. of Employees: _____

Main assignment features: _____

Activities performed: _____

2) Name of assignment: _____

Location: _____ Year: _____ Position held: _____

Client: _____

Annual Turnover of Client (PKR million) _____ No. of Employees: _____

Main assignment features: _____

Activities performed: _____

3) Name of assignment: _____

 Location: _____ Year: _____ Position held: _____
 Client: _____
 Annual Turnover of Client (PKR million) _____ No. of Employees: _____
 Main assignment features: _____

 Activities performed: _____

4) Name of assignment: _____

 Location: _____ Year: _____ Position held: _____
 Client: _____
 Annual Turnover of Client (PKR million) _____ No. of Employees: _____
 Main assignment features: _____

 Activities performed: _____

5) Name of assignment: _____

 Location: _____ Year: _____ Position held: _____
 Client: _____
 Annual Turnover of Client (PKR million) _____ No. of Employees: _____
 Main assignment features: _____

 Activities performed: _____

* *Annual Turnover and No. of Employees of Employer and/or Client can be good faith estimates if exact figures are not known.*

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative]. Date: _____

Day/Month/Year

Full name of authorized representative: _____

FORM TECH-8: FINANCIAL CAPABILITIES

Financial Capabilities (in PKR Million) as per the latest completed year’s audited accounts:

Annual Turnover

	Name	1st year	2nd Year	3rd Year	Average of 3 years
	Firm / Lead JV / Consortium Partner				
	JV Partner No. 2				
	JV Partner No. 3				
	JV Partner No. 4				
	JV Partner No. 5				
	Total				

For assessment purpose average turnover of three years shall be considered

(in case of Joint Venture /Consortium, please provide above information for all partners)

Section 4: Financial Proposal- Standard Forms

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

FIN-1	Financial Proposal Submission
FIN-2	Overall Summary of Costs
FIN-3	Breakup of Assignment Fee

FORM FIN-1:

FINANCIAL PROPOSAL SUBMISSION FORM

(Please submit on Company's Letterhead)

[Location, Date]

To: **Chief Engineer / Survey & Construction**
Pakistan Railways, HQ Office,
Empress Road, Lahore

Subject: **INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CONSULTANTS FOR FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR NEW RAIL LINK FROM GWADAR TO NOK-KUNDI (675 KMS)**

Dear Sir,

I/We, the undersigned, offer to provide the services for subject Assignment in accordance with your Request for Proposal and our Technical Proposal. Our attached Financial Proposal of the sum of _____

[Insert amount in words and figures] This amount is inclusive of all applicable taxes.

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

No commission so gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement's execution.

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

We remain, Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm / Lead JV Partner: _____

Address: _____

FORM FIN-2: OVERALL SUMMARY OF COSTS

S. No.	Item	Costs (Pak Rupees)	
		In Words	In Figures
1	Total fee for Feasibility Study and Transaction Advisory Services for new Rail Link from Gwadar to Nok-Kundi (675 Kms)		

Note:

1. Cost of services should be inclusive of all applicable taxes, overheads and any other cost required to complete the Assignment as per TOR.
2. Any tax imposed by the government after submission date of RFP shall be paid separately to consultant, in addition to accepted Financial Proposal.

(Name & Designation) _____

Authorized Signature on behalf of consultant _____

FORM FIN-3: BREAKUP OF ASSIGNMENT FEE

S. No.	Item	Costs (PKR)	
		In Words	In Figures
1	Total fee for Technical Feasibility (Part-1 & Part-2 as per TORs)		
2	Total fee for Transaction Advisory (Part-3 as per TORs)		
	Total		

(Name & Designation) _____

Authorized Signature on behalf of Consultant _____

Section-5

Terms of References (ToRs)

Section 5: Terms of Reference

5.1 PROJECT BACKGROUND

The Reko Diq copper mine is one of the largest undeveloped copper deposits in the world, located in the Chagai Hills of Balochistan, Pakistan. The mine is estimated to contain over 5 billion tons of ore at an average grade of 0.5% copper, with significant gold and molybdenum by-products.

The mine is located approximately 675 Kilometers from the port city of Gwadar. The current transportation infrastructure between the two locations is limited to a single-lane paved road, which is in poor condition. This makes it difficult and expensive to transport the copper concentrate from the mine to the port for export.

The development of a rail connection between Reko Diq and Gwadar would provide a more efficient and cost-effective way to transport the copper concentrate. This would make the Reko Diq mine more competitive in the global copper market and would help to boost the economy of Pakistan Railways.

5.2 OBJECTIVES OF THE FEASIBILITY STUDY

The objective of this project is to conduct a feasibility study of a rail connection between the Junction Point (location where spur / siding of Reko Diq mines connect with ML-3, Quetta – Taftan Section, which is probably near Nok-Kundi) and Gwadar. The feasibility study is divided into two parts as under:

- a. Part-1 - New feasibility study from Junction Point (Nok-Kundi) to Panjgur (approximately 300 kms)
- b. Part-2 – Desktop up-dation of previously conducted feasibility study from Panjgur to Gwadar (approximately 375 Kms)
- c. Part-3 – Transaction Advisory Services and other combined services.

Lengths shown above are tentative and for guidance of the Consultants. However, Consultant has to complete the assignment regardless of route length.

5.3 SCOPE OF SERVICES

5.3.1 Scope of services for Part-1 (New feasibility study from Junction Point (Nok-Kundi) to Panjgur)

5.3.1.1 Route Selection

The Consultant will be required to prepare two or three best possible options for route from Panjgur to Nok-Kundi (tentatively 300 kms) based on satellite imagery. It is proposed to follow, as much as technically possible, the route of existing (under construction) Nok-Kundi–Mashkhel–Panjgur Road, which is a infrastructure project under the China-Pakistan Economic Corridor (CPEC). The Employer will share kmz file and other necessary information of proposed alignment of this road.

5.3.1.2 Reconnaissance Survey

After route selection by the Employer the Consultant will depute a team for site visit to cross check the selected route. After field visit the Consultant will modify (if required) the selected route based on the information collected from field.

5.3.1.3 Topographic Strip Survey

With a view to save time and complete the study in minimum possible time it is proposed not to conduct topographic survey. The Employer will arrange the soft copy of topographic survey already conducted during feasibility study of proposed road network of Nok-Kundi–Mashkhel–Panjgur from concerned government department and same will be provided to the Consultant.

The consultant will utilize this topographic survey for detailed alignment design and preparation of plan & profile. In case the selected route of the new proposed track does not follow the road network alignment or the existing topographic survey is deficient then the Consultant will utilize satellite imagery to prepare the alignment design.

The topographic strip survey shall show the position, levels and lines of existing structures.

The Consultants shall plot the right of way, longitudinal profile, cross-sections, and other details necessary to make the best possible route for the new rail link.

5.3.1.3.1 Longitudinal Profile and Cross Sections

The Consultants shall prepare longitudinal profile and cross sections of final approved route also compute the quantities of cut and fill.

Final track levels shall be fixed keeping in view the natural ground level, opening and free board of waterways, type of bridges/culverts and minimum cushion over these and the governing HFLs in the area.

Cross Sections shall be observed at 50-meter center to center in the plains detailing the levels across the entire corridor on either side of the center line. This will be reduced to 25 meter in undulating, rough/rolling areas. The cross section will be plotted in 1/200 horizontal and 1/20 vertical scale or as amended by the Employer. The cross sections interval will be reduced to 10.0 meter in hilly areas.

Longitudinal profile at the center of the proposed alignment shall be plotted on 1/1000 horizontal and 1/100 vertical scale.

5.3.1.3.2 Design of the Selected Railway Alignment

Computer Aided Design of the Railway Line

The Digital Terrain Model of the selected alignment should be prepared on the basis of the topographic survey provided by the Employer shall be used as the basis for the computer aided design of the railway alignment, in accordance with the design parameters defined in TORs.

Final track levels shall be fixed keeping in view the natural ground levels, free board of waterways, type of bridges/culverts and minimum cushion over these and the governing HFLs in the area.

Final alignment plans and profiles

The approved final alignment shall be presented as plans and profiles to a horizontal scale of 1:2,500 on A3 paper. Larger format can be used with the approval of the Employer. Contours shall be to an interval not exceeding 1m. The plans/profile drawings shall, as a minimum, show the following:

- a. Railway centre line with chainages at regular intervals, not exceeding 500 m;
- b. Right-of-way limit;
- c. Horizontal and vertical curves with the chainages of the salient points shown;
and
- d. Location (chainage), brief description and reference of all structures.

5.3.1.3.3 Typical cross-sections

An appropriate number of typical cross sections along the approved final alignment shall be prepared showing the existing/natural ground, the proposed construction and other appropriate information. The cross-section will be plotted on 1/200 horizontal and 1/20 vertical scale or as directed by the Employer at every point of change of gradient.

5.3.1.3.4 Structures

All substantial structures shall be located and briefly described. These structures shall include bridges, viaducts, tunnels, culverts, etc.

5.3.1.3.5 Earthwork quantities

The earthwork quantities for the approved final alignment shall be estimated to the stipulated accuracy. All principal earthworks items shall be considered including common excavation, rock excavation, common fill, rockfill, etc.

5.3.1.4 Feasibility Level Engineering Design

The Consultant shall prepare the feasibility level engineering design work stipulated in the following sub-paragraphs, in accordance with the following requirements:

Feasibility Level engineering design extent

The Consultant shall perform the project engineering design to an extent/level that will enable the project quantities to be estimated to within an accuracy of +/- 20%.

Project feasibility level engineering design parameters

The Consultant shall perform the engineering design based on the railway design parameters given in TORs. These design parameters are for guidance only and the Consultant can modify them using his best professional judgment provided the Employer's approval is sought and obtained for any material changes.

Engineering design methodology

All engineering design work shall be performed in accordance with the relevant Pakistan or international Standards, where applicable. Widely-used international standards may be used subject to the approval of the Employer. The engineering design methods used shall be the latest subject to being widely used.

Locally available materials shall be adopted as much as possible. Both the construction, operating and maintenance costs shall be taken into account while developing the engineering designs. Structural designs shall be performed using preferably the strength method.

Engineering design calculations

Where applicable, the engineering design calculations shall be provided as annexes to the relevant Assignment deliverable. The design calculations shall be clear and sufficiently detailed to enable checking by others. The basis of all design decisions (if not calculated) shall be reported. Metric SI units shall be used throughout.

Engineering design drawings and brief specifications

The principal output of all engineering designs shall be primarily colour drawings drawn to an appropriate scale supplemented by brief specifications and schedules. The drawings shall be to sufficient detail to enable a third party to take-off quantities and to later perform detailed engineering design. All drawings shall be plotted in color on A3 paper. Metric SI units shall be used throughout.

Quantity estimates

For each engineering design, a schedule of estimated quantities for the main items shall be prepared. The quantity take-off sheets shall be provided as an annex to the relevant Assignment deliverable. The quantity take-off sheets shall be clear and sufficiently detailed to enable checking by others.

5.3.1.5 Cost estimates

For each engineering design, the Consultant shall derive cost estimates by applying unit rates or lump sums (as appropriate) to the schedule of quantities. Cost of construction, maintenance facilities, locomotives, freight wagons, passenger coaches, signaling, Telecommunication, electrical and other miscellaneous capital equipment shall be worked out.

Foreign currency (preferably United States Dollars) and local currencies shall be shown separately.

For foreign currency costs, the following items shall be shown separately:

- a) Imported materials, supplies and equipment.
- b) Salaries of expatriate staff; and
- c) Company overheads and profit.

For local currency costs, the following items shall be shown separately:

- a. Right of Way (ROW) acquisition (not to be included in the economic/financial evaluation of the project)
- b. Local materials, supplies and equipment;
- c. Cost of utilities to be provided/brought at site.
- d. Salaries and wages of local staff.
- e. Any local taxes and duties shall be indicated separately.

The Consultant may be required to explain any unit rate or lump sum which the Employer considers unreasonable.

The estimated costs of any environmental or social mitigation measures shall be considered.

5.3.1.6 Geotechnical and Geological Investigations

With a view to save time of completion of study Geotechnical and Geological are not required to be carried out. The Employer will arrange the geotechnical data already conducted during feasibility study of proposed road network of Nok-Kundi–Mashkhel–Panjgur from concerned government department and same will be provided to the Consultant. The Consultant will propose all structures based on the geotechnical data provided by the Employer. In case if some geotechnical data is missing for any structure, the nearest geotechnical data / information shall be used for this purpose.

5.3.1.7 Hydrological Study

With a view to save time of completion of this assignment hydrological study is not required to be carried out. The Employer will arrange the hydrology data already prepared during feasibility study of proposed road network of Nok-Kundi–Mashkhel–Panjgur from concerned government department and same will be provided to the Consultant. The Consultant will propose all structures based on the hydrology study / data provided by the Employer. In case if some hydrological data is missing for any structure, the nearest hydrological data / information shall be used for this purpose.

Hydrological analysis shall be conducted to determine the discharge of streams crossing the rail-road and to calculate waterway structure and hydraulic capacity.

The following major parameters shall be kept in view for streams crossing the railway line.

- a. Maximum flood discharge for a 100-year return period for bridges.
- b. Maximum flood distance for 25 years return period for culverts.
- c. Velocity of flow at peak discharge.

5.3.1.8 Assessment of Land Requirements

The consultant shall work out the total land required for laying of new track. Land requirement shall be worked out based on proposed corridor of around 60 meter in block section and 800-meter for major stations. However, the Consultant, based on the actual requirements may recommend to increase or decrease the proposed corridor. The Consultant will also provide the cost of land to be acquired, details of land to be acquired along with Coordinates in UTM/WGS-1984 format, separately FBR/DC, Market value of Urban & Rural area.

Following minimum land strips may be considered for land acquisition: -

- Major junctions / stations corridor width 800 meters
- Other major stations corridor width 300 meters instead of 800 meters
- Minor stations corridor width 100 meters instead of 600 meters
- Block section corridor width 30 meters instead of 100 meters

5.3.2 Scope of services for Part-2 – Desktop up-dation of Previously Conducted Feasibility Study from Panjgur to Gwadar.

5.3.2.1 Study of Previous Feasibility Study

Feasibility Study from Gwadar to Mastung and Besima to Jacobabad was conducted during 2019. The Consultants are required to study the available feasibility study reports (which will be provided by the Employer to successful Consultant) and use all the data for up-dation of study of the segment from Panjgur to Gwadar.

5.3.2.2 Topographic Strip Survey

Route for the segment of Gwadar to Panjgur has already been selected during previously conducted study in 2019. The Consultant is required to study the available data of route selection (which will be provided by the Employer) and recheck the already proposed alignment.

5.3.2.3 Up-dation / Revalidation of Route Selection

Based on the review of previous study the Consultant is required to up-date / revalidate already selected route from Gwadar to Panjgur including computer aided design of railway alignment.

5.3.2.4 Longitudinal Profile and Cross Sections

The Consultants shall review already prepared longitudinal profile and cross sections and update the same, if deemed necessary, up-dated these.

5.3.2.5 Geotechnical Study

Geotechnical Study and Geotechnical Investigations for Gwadar to Panjgur segment are not required. However, the Consultant will study the available reports and update it through desktop study and finally made it part of geotechnical study / report of whole section from Gwadar to Junction Point (Nok-Kundi).

5.3.2.6 Feasibility Level Engineering Design

The Consultant shall prepare/review the feasibility level engineering design for this segment in accordance with Terms of Reference stated in Part-1.

5.3.2.7 Hydrological Study

Hydrological Study for Gwadar to Panjgur segment is not required. However, the Consultant will study the available reports and update it through desktop study and finally made it part of Hydrological study / report of whole section from Gwadar to Junction Point (Nok-Kundi).

5.3.2.8 Cost estimates

The Consultant is required to prepare/review cost estimates for Gwadar to Panjgur segment in accordance with Terms of Reference stated in Part-1 and incorporate it in the report of entire section

The initial capital requirements/costs of the proposed new work shall be segmented by major groups as associated with this type of work. These work groups include land acquisitions, cost of construction, maintenance facilities, locomotives, freight wagons, passenger coaches, signaling, Telecommunication, electrical and other miscellaneous capital equipment.

5.3.3 Scope of services combined for Part-1 and Part-2.

Besides Engineering Design, Cost Estimates, the Consultant shall carryout following studies and prepare reports for whole route i.e., Gwadar to Junction Point (Nok-Kundi).

5.3.3.1 Environmental and Resettlement Impact Report

The Consultants will conduct an Environmental Impact Assessment (EIA) / Initial Environmental Examination (IEE) to ensure that the development options under consideration are environmentally sound and sustainable, and that environmental consequences are recognized early in the project cycle and taken into account in the project planning, route selection and design.

EIA/IEE identifies ways of improving the project environmentally and minimizing, mitigating or compensating for adverse impacts. To conduct this environmental study, the Consultant will follow the guidelines issued by Government of Pakistan from time to time.

Preliminary Environmental Status

Environmental Impact study shall assess in detail the potential environmental impact of the proposed action. The purpose of the review will be to discuss the environmental consequences of the proposed action, designed to alert the agency and other decision makes and the public at large as to the environmental risks involved. Environmental Impact assessment shall present: -

- a. A detailed Description of the proposed action including information and technical data adequate to permit a careful assessment of Environmental Impact.
- b. Discussion of the probable impact on the environment, including any impact on ecological systems and any direct or indirect consequences that may result from the action.
- c. Any adverse environmental effects that cannot be avoided.
- d. Alternatives to the proposed action that might avoid some or all of the adverse environmental effects including analysis of costs and environmental impact of these alternatives.
- e. An assessment of the cumulative long-term effects of the proposed action.
- f. Any irreversible or irretrievable commitment of resources that might result from the action or that would curtail beneficial use of the environment.

The construction of railway line may result in environmental degradation if not properly planned for. The following environmental issues will accordingly be addressed: -

- a. Air Pollution
- b. Noise
- c. Soil erosion
- d. Habitat destruction, community cohesion
- e. Loss of vegetation
- f. Loss of wildlife
- g. Hydrographic modification
- h. Human resettlement
- i. Socio economic alteration
- j. Vibrations
- k. Disruption of natural landscape.

The Consultants shall prepare a comprehensive report regarding resettlement of affected stakeholders and their socio-economic impacts along with relocation plans / proposal.

5.3.3.2 Rolling Stock

The Consultant shall make a preliminary assessment of workshop, maintenance facilities and define the type of rolling stock to be maintained. The scope of work will include:-

- i. Define the type of rolling stock to be maintained
- ii. Design standards and criteria for the new rolling stock
- iii. Requirement of rolling stock including cost estimates (locomotives, coaches, freight wagons, special stock, if any) based on traffic forecasts, location of Loco Sheds, Sick Lines & Washing Lines etc.

5.3.3.3 Electric Power Supply

- i. Electricity requirement for official and residential buildings.
- ii. Identification of source of supply and purchase of electricity.
- iii. Distribution network for supply to stations, yards, residential/office building, colonies, pumping stations and signaling & telecommunication equipments etc.
- iv. Location/capacity of pumping stations including ground water exploration.
- v. Electric Power Generation, if required.

5.3.4 Scope of Services of Part-3 – Transaction Advisory Services

The Transaction Advisor (TA) is required to assist Pakistan Railway (the Employer) through the phases of the PPP project development and procurement for the new Rail from Gwadar to Nok-Kundi.

Broadly, the Transaction Advisor will be required to:

- i. Conduct essential due diligence;
- ii. Assess the feasibility of the proposed project;
- iii. Design bankable PPP structures with equitable allocation of risk between PR and private party;
- iv. Run the procurement process regarding Transaction Advisory an efficient and transparent manner;
- v. Culminating in the timely award of the PPP Agreement to the winning bidder

The assignment will consist of following two phases:

- Phase-I: Project Development / Feasibility
- Phase-II: Transaction Execution

5.3.4.1 PHASE-I: PROJECT DEVELOPMENT / FEASIBILITY

Task 1: Kick-off Meeting

TA will conduct a kick-off meeting with the representatives of Pakistan Railways. The objective of this meeting will be to discuss and finalize the detailed plan of activities proposed by the Transaction Advisor. The meeting will cover the following important considerations:

- i. Review existing documents and assessment of PR requirements
- ii. Finalizing methodology and assessing requirements to complete the Assignment within the specified time frame
- iii. Review of timetable of activities/ milestones going forward
- iv. Review of the team organization and detailed functions of the team members
- v. Discussion and finalization of communication strategy whereby all stakeholders will be regularly involved and consulted throughout the Assignment
- vi. Relevant existing reports, studies, audits, etc. necessary to become familiar with the scope of work
- vii. All information pertaining to Railway business structure
- viii. Existing financial forecasts, historical financial performance, and technical operating mechanism
- ix. Any specific issue requiring immediate attention of Pakistan Railway

The scope of work committed in the Transaction Advisory Agreement will be defined and shall only be amended with mutual consent of the parties & approval of the PR. In this meeting, TA will present a brief report, containing information about the key issues; mainly relevant to the investor's perspective, which might affect investor interest in the Project. The report will also contain recommendations with respect to mitigation of investor concerns on such issues.

Deliverables of Kick off Meeting

- i. Detailed methodology and time schedule for the Assignment
- ii. A communication strategy
- iii. Progress report to date
- iv. A brief report on the identification of key issues relevant from the investor's perspective and/or issues that might affect investor interest in the Project, which will also contain recommendations with respect to mitigation of investor concerns on such issues

Task 2: Site Visit and Review of Relevant Information

This stage will involve TA undertaking site visits and review of any information available with PR. TA will conduct a desk review of similar models in Pakistan and internationally and present the options, together with a recommendation as to the most suitable model.

Need Assessment: *Given the project objectives and detailed technical TORs given above, the need assessment part will automatically be covered by the TA, but it would be better to outline this for the TA.*

- Conduct a thorough assessment of the transportation needs and challenges within the project area.
- Identify specific objectives and desired outcomes of the project, considering both passenger and freight transport requirements.
- Analyze existing transportation infrastructure, capacity constraints and potential demand for rail services. (THIS TOR HAS BEEN COVERED BELOW).

Technical Option Analysis:

- Evaluate various technical options for the project, including route alignment, track design, station locations, signaling systems, power/electrical and rolling stock requirements. (ALL THESE TORS HAVE BEEN COVERED ABOVE)
- Assess the feasibility and technical viability of each option, considering factors such as terrain, environmental impact and interoperability with existing infrastructure.

Procurement Model Analysis:

- Public/ traditional procurement model vs. alternative/ PPP procurement models, the considerations attached with each model and finally recommending the most suitable procurement model.
- Evaluate the advantages, disadvantages, and suitability of each procurement model based on project objectives, risk allocation, and financing considerations.

PPP Option Analysis:

- Conduct a detailed analysis of the proposed PPP delivery options including user-pay, government-pay, hybrid etc., considering the project's size, complexity, and funding requirements.
- Assess the benefits of PPP options in terms of project efficiency, risk transfer, and value for money, compared to traditional procurement approaches.

Deliverables:

Due Diligence Report (Legal, Technical, Operational, Environmental & Financial) including market assessment including:

- Findings of desk study of national and international practice;
- Results of soft investor appetite assessment; and
- Any other relevant key Due Diligence Report contents. This could include a resettlement plan if relevant, or any other likely social/gender issues. This should also highlight any tax implications, where relevant.

Task 3: PPP Project Proposal including Financial Model and Bid Documents with Pre-Qualification Criteria.

The TA shall study and propose various PPP models to execute the Project on PPP basis, covering all the legal, organizational, technical, environmental, social, and financial aspects along with determining its commercial viability and bankability.

TA will be required to produce a comprehensive feasibility study (financial & economic) which thoroughly investigates the preferred implementation options and finalize the transaction structure covering all legal & regulatory aspects, organizational structures, technical and financial details duly supported by Excel-based financial model reflecting optimal design parameters, risks & costs, and the service levels.

The TA will conduct diligence on legal, financial, technical & environmental aspects to present various PPP modalities. The TA will prepare and present a comprehensive financial model, together with optimal design parameters, service level specifications, risks assessment (identification, evaluation, estimation of risk) and cost analysis, cash flow, sensitivity analysis, Debt Service Coverage, Return on Equity (ROE) and all such financial analysis, together with an assessment of the legal feasibility of the project. The feasible recommended structure must be genuinely reflective of the constraints and concerns of all the key stake holders.

Financial and Economic Viability Assessment:

- Undertake a comprehensive demand analysis to estimate projected freight and passenger demand for the project, considering factors such as population demographics, travel patterns, mines output and potential shifts in modal preferences.
- Assess and recommend an appropriate tariff structure aligned with the demand analysis findings, ensuring affordability for project users while ensuring the financial sustainability of the project.
- Develop financial models to evaluate the economic and financial viability of the project under different scenarios.
- Estimate project costs (including capex, opex, repex, lifecycle costs), revenues and financial returns over the project lifecycle
- Conduct sensitivity analysis to assess the project's resilience to changes in key financial parameters and market conditions.
- Conduct study to extend commercial development rights along the right of way to the private sector to make the project financially viable for the private sector or at least reduce the quantum of GoP financial support involved. *For example, in the first Canadian rail PPP project development rights along with the right-of-way for certain distance (in perpendicular to the ROW) was given to the rail concessionaire.*
- Conduct an affordability analysis for the government users of the service and other relevant stakeholders to assess the viability of the proposed project within the PPP framework.
- Perform a value for money (VFM) analysis to evaluate the efficiency and effectiveness of investment options and ensure optimal use of resources in the PPP implementation.
- Undertake an economic analysis to examine the broader economic impacts and benefits associated with the PPP rail project, including its contribution to economic growth, employment generation, and other socio-economic uplift of the region.

Risk Analysis and Mitigation:

- Identify and assess the key risks associated with the project, including technical (design, construction, quality, performance, technology, environment risks), financial/ commercial risks (including financing, demand, financial markets, revenue risk), legal (regulatory, change of law, political, indirect political and non-political force majeure etc.)
- Develop risk mitigation strategies and contingency plans to address identified risks and uncertainties.
- Carry-out risk and liability analysis for GoP including but not limited to termination payments etc.
- Recommend appropriate risk allocation mechanisms between public and private sector partners to optimize risk management.

5.3.4.1.1 Traffic Forecasting for Transaction Advisory

5.3.4.1.1.1 Traffic and Commercial Survey

Transport Profiles

In the context of freight and passenger movement the TA will study the operations of major competitors of Railway i.e. trucks, buses, coaches etc. giving focus to large truck and bus terminals /operations with a view to have a competitive edge. The Consultant will also obtain the following information: -

- Number of transport agencies
- Origin and destination of main cargo and passenger routes
- Passenger Rates and Freight rates per passenger / ton or per bus / truck to other major cities
- Approximate number of trucks / buses arriving and departing the area
- Actual weight carried by truck by size and type.
- Number of passengers carried by busses / coaches by size and type

Traffic Diversion

Certain project sections are likely to experience a substantial patronage by traffic diverting from adjacent roads. The extent of the diversion will depend on the relative travel cost in terms of VOC and travel time as compared between the respective project section and the alternate route. The Consultants are expected to develop a simple diversion model in each case.

Traffic Growth

Traffic growth models shall be established at the macro and micro levels for overall application and variation on individual routes/sections. Overall growth rates will be established on the basis of growth rates of various transport demand indicators based on historical data to be indicated in the methodology & approach and in more detail in the Inception Report.

The growth rates established by the National Transport Plan and other studies (so far, such information is available) will be taken into account. Overall growth rates may have to be modified for individual routes depending upon socio-economic conditions on the route/influence areas and other local conditions.

Growth Estimates

Overall traffic growth tendencies shall be determined & reviewed comparing planned development growth and actual achievement in recent years, establishing a framework.

of growth relevant to the project, addressing major evaluation factors and then estimating local traffic growth on each project route / section by extending current socio-economic trends in the future influence areas, and interrelating them with traffic on the project routes.

Traffic Forecast

After establishing current transportation demand traffic forecast shall be done for the next 30 years using an appropriate model to be developed by the consultants and outlined in the methodology & approach in the technical proposal and in more detail in the Inception Report. Based on this traffic forecast, traffic revenues will also be worked out based on rationalized traffic structure.

Market Sounding and Stakeholder Engagement:

- Conduct market sounding exercises to gauge interest and gather feedback from potential investors, developers, and lenders regarding the rail PPP project.
- Engage with relevant stakeholders, including government agencies, local communities, and industry stakeholders, to solicit input and address concerns throughout the project lifecycle.

Market Analysis

The over-whelming objective of the market research / analysis shall be helpful in analyzing current transport demand of goods and passengers in the project area and to establish realistic projections. The Consultant will refer to the existing studies and reports, if available on the subject, and carry out his own analysis arrive at a tangible quantification of the following parameters: -

- To identify the traveling pattern of passenger and goods transportation
- To ascertain the preferences of passengers and goods transporters
- To determine the needs of passengers and goods transporters
- To identify the social / cultural constrains if any for using one or other mode of transportation.
- To identify the comparative strengths and weakness of rail and road traffic.
- To get the perspective of rail and road operators.
- To identify the purpose of travel.

For this purpose, the Consultant shall review the secondary data available on the subject, interact with the major target groups, hold FGDs, and statistically analyze the data so obtained using SPSS or other similar software for making important inferences.

Social Impact Analysis

The Consultant shall also undertake social impact analysis of each alternate corridor in case the project is implemented. The analysis will identify cost of specific social measures deemed necessary to solve the identified issues and to provide additional social benefits, if possible.

Project Description

Based on the work done as elaborated above the TA will describe the traffic potential for new section of railway in terms of Tons Kms for freight and Passenger Kms for passenger.

5.3.4.1.2 Project Qualification Proposal (PQP)/Technical Feasibility:

1. Technical feasibility as stated in Part-1 and Part-2.
2. Roles and responsibilities of Pakistan Railways and Private Party clearly defined
3. PPP modality/Transaction structure
4. Duration of the PPP agreement
5. Affordability in terms of budgetary provisions and user charges
6. Risk allocation matrix along with mitigation strategies
7. Key Performance Indicators (KPIs)

8. Monitoring mechanism
9. Cost benefit analysis
10. Projects of similar nature implemented at Regional and International level
11. Investor Appetite Report/Market Assessment Report
12. Analysis of PPP options
13. Government support (in terms of land, annuity payments, subsidy, VG, etc.)
14. Draft concession/PPP agreement
15. The Excel-based financial model representing full costs of delivering the Project along with:
 - i. Assumptions, clearly categorized as general, revenues & costs, macro-economic and financial markets
 - ii. Income statements, statement of cash flows, balance sheets and fixed assets schedules
 - iii. Debt schedules and funding sheets highlighting sources and uses of funds
 - iv. Valuations showing project Internal Rate of Return (IRR), Equity IRR, Project Net Present Value (NPV), Equity NPV, Pay Back periods (Simple and discounted), project and equity payback
 - v. Ratio Analysis such as Debt Service, Interest Cover, Project Life Cover, Loan Life Cover, and other prominent ratios
 - vi. Sensitivity Analysis for critical variables of the project
 - vii. Financial results for various PPP modalities
 - viii. The Debt Equity Ratio
 - ix. Corporate and finance structure
 - x. Uses and sources of finances
 - xi. Value for Money analysis, cost benefit analysis, economic analysis

TA is required to prepare comprehensive financial and commercial feasibility study report, addressing requirements of Project Qualification Proposal and Project Proposal (as defined in the P3A (Approvals & Process Flow) Regulations, 2021). This will also present recommendations for innovative approaches to enhance project commercial viability, such as alternative revenue generation strategies and cost optimization measures.

Market sounding exercise report outlining feedback from potential investors, developers, and lenders on key technical and financial/commercial aspects of the PPP arrangement.

Financial models (excel unlocked version) illustrating various PPP options along with sensitivity analyses to assess project resilience to changing market conditions.

Heads of terms including key financial, commercial and legal terms for the PPP agreement.

5.3.4.1.3 Bid Documents

After approval of PQP/feasibility study, TA will prepare bid documents.

The TA will develop the following:

5.3.4.1.3.1 RFQ Package

- Prequalification criteria
- Basis of disqualification
- Data sheet/forms
- Undertakings templates
- RFQ Advertisement
- Any other document that may be required in such transactions.

5.3.4.1.3.2 RFP Package

- Invitation to bid
- Instructions to bidders
- Bid Evaluation Criteria
- Reference Design parameters [In construction projects ‘minimum design and performance standards and specifications’]
- Draft Public Private Partnership Agreement
- Any other document that may be required in such transactions.

5.3.4.1.3.3 Deliverables:

- Project Qualification Proposal (PQP) along with financial model
- Request for Qualification (RFQ) and Request for Proposal (RFP) Package

5.3.4.1.4 Presentation of the Project Proposal

Pursuant to Regulation 9(1)(2) of the P3WP (Approvals & Process Flow) Regulations, 2021; the Project Proposal including following documents/information be furnished:

- (a) A feasibility study (along with all supporting documentation, supplementary studies etc.), need assessment and an outline of the transaction structure of the project.
- (b) Comprehensive details of the proposed transaction structure with all supporting documents including a complete techno-economic feasibility study, together with all associated and supplementary studies required to conduct an appraisal; and
- (c) a techno-economic analysis explaining the project rationale, fit with national development plans, bankability, economic and financial viability, and project cost and financial model;
- (d) analyses with respect to legal, regulatory, environmental, social and gender impact of the project considering applicable international best practices;
- (e) a risk review;

- (f) detailed information as to any government support which may be required in connection with the project including funding through the viability gap fund or the project development facility;
- (g) the management and operation plan for the project, including proposed delivery mode; and
- (h) such related documentation or information as the Authority may, from time to time, require.
 - Project proposal comprising all above deliverables, must be compiled in a single report in word format, and delivered as both electronic and hard copy documents.
 - All financial models must be in excel format and must clearly set out all assumptions.
 - The project proposal must be presented with the thorough executive summary and must be accompanied by a power point presentation, the presentation and executive summary must be compiled in such a manner that it will be useful for decision.

Task 4: Communication Strategy and Information Memorandum (IM)

TA will develop a communication strategy for approval by the Client. TA will develop an Information Memorandum (IM) which will highlight salient features of the project and broad terms and conditions with a view to market the project to potential investors.

Deliverables:

- Comprehensive but brief presentation of the project proposal including Communication strategy and Information Memorandum

Task 5: Government Approvals

The TA will assist the Client to obtain necessary government approvals from the relevant competent forum.

5.3.4.2 PHASE-II: TRANSACTION EXECUTION

Based on the chosen structure, competitive tendering process will be initiated by PR to select the most appropriate private party, which could implement the Project most effectively, with least assistance from PR. The process to be adopted will be transparent with clearly defined evaluation criteria to encourage effective participation by the private sector.

The TA will assist PR in management of the bidding process including, but not limited to the conduct of the bidding process, bid opening and evaluation of technical & financial bids, recommendations on award, preparation and issuance of Letter of Intent (LOI) & Letter of Support (LOS) to the prospective investor (if applicable), negotiations with successful bidder and closing of the Project. TA will also attend pre-bid conference and prepare minutes of meeting and the Addendum to RFP (if required) and fulfill all the requirements of PPP Authority.

Transaction Implementation and Documentation:

- Assist in structuring the transaction process, including the preparation of procurement documents, such as Request for Qualifications (RFQ), Request for Proposals (RFP), and draft PPP agreements. (THESE HAVE BEEN COVERED IN DETAIL INCLUDING REQUIRING TA TO RECORD MINUTE OF MEETING IN PRE-BID MEETINGS)
- Provide guidance on legal, financial, and technical aspects of transaction documentation to ensure alignment with project objectives and regulatory requirements.
- Assist the Client in carrying-out Project Road shows, investor conference etc.

Bid Evaluation and Selection:

- Support the client in evaluating bids received from private sector entities and selecting the preferred bidder based on predefined evaluation criteria.
- Provide recommendations on bid evaluation methodology, criteria weighting, and transparency measures to ensure a fair and competitive procurement process.

Contract Negotiation and Finalization:

- Assist in negotiations with the preferred bidder to finalize PPP contract, including project agreements, financing arrangements, and performance guarantees.
- Ensure that contractual terms and conditions are negotiated in the best interest of the client (win-win situation) and in compliance with relevant legal and regulatory requirements.
- Besides, assist the Client in facilitating private sector in achieving timely financial close for the project including through assisting Client in fulfilling the conditions precedents etc.

Knowledge Transfer and Capacity Building:

- Transfer knowledge and expertise to the client's team through training sessions, workshops, and technical assistance to enhance their understanding of PPP concepts and transaction processes.

Reporting and Documentation:

- Prepare comprehensive reports and documentation at key stages of the transaction process, including need assessment reports, technical option analysis reports, procurement model analysis reports, and PPP option analysis reports.
- Provide regular progress updates and status reports to the client and other relevant stakeholders, highlighting key findings, milestones achieved, and issues requiring resolution.
- Providing necessary assistance in seeking requisite approvals from various forums throughout the project preparation, development and procurement stage.

Task 1: Procurement Process

TA will assist the PR in soliciting EOIs, prequalification of potential bidders, issuance of RFP, pre-bid meetings, bid evaluation, selection of successful bidder and issuance of Letter of Intent (LOI)/Letter of Award.

Deliverables:

- Pre-qualification Report
- Minutes of Pre-bid meeting
- Bid evaluation report (technical/financial/legal)
- Draft LOI/LOA

Task 2: Deal Closure and Signing of PPP Agreement

TA will assist the Client to reach deal closure and successful signing of PPP Agreement.

Deliverables:

- Signing of PPP Agreement

Task 3: Financial Close

Before signing of PPP Agreement at the stage of financial bids evaluation, the TA will analyze the financials provided by the successful bidder and confirm to the Client whether the bidder has fulfilled the mandatory requirements of financial close. The consultant shall vet the financial close achieved by the successful bidder.

Deliverables:

- Financial close

6 DELIVERABLES**6.1 Deliverables of Technical Feasibility Study**

The Consultant shall provide five (05) copies of each of the following deliverables with an editable soft copy on CD/DVD. Detail of deliverables is as under: -

S.No.	Deliverable
1.	Inception Report
2.	Route Selection Report
3.	Reconnaissance Survey Report
4.	Route Alignment Design with Plan & Profile of the entire corridor (from Gwadar to Nok Kundi) for the entire section as per ToRs
5.	Geotechnical Report for the entire section as per ToRs
6.	Hydrology Report for the entire section as per ToRs
7.	Report on Land Requirement for the entire section as per ToRs
8.	Environmental Impact Assessment Report
9.	Signalling & Telecommunications system Report for the entire section as per ToRs
10.	Rolling Stock Study Report
11.	Feasibility Level Engineering Design Report
12.	Cost Estimates
13.	Draft Feasibility Report
14.	Final Feasibility Report

6.2 Deliverables of Transaction Advisory Services

The Consultant shall also provide five (05) copies of following deliverables with an editable soft copy on CD/DVD.

Sr. #	Deliverables
1	Kick-off meeting Report
2	Due Diligence Reports (Legal, Technical, Operational, Environmental & Financial)
3	Project Qualification Proposal (PQP) Draft Report containing proposed Business / Financial Models, (Financial, Economic, Market & Legal analyses / Reports)
4	Bidding Document including:
4 (a)	RFQ Package i. Prequalification criteria ii. Basis of disqualification iii. Data sheet/forms iv. Undertakings templates v. RFQ Advertisement vi. Any other document that may be required in such transactions.
4 (b)	RFP Package: i. Invitation to bid ii. Instructions to bidders iii. Bid Evaluation Criteria iv. Reference Design parameters [In construction projects 'minimum design and performance standards and specifications'] v. Draft PPP Agreement vi. Include where relevant: Bid security form and performance bond form vii. Any other document that may be required in such transactions.
5	Presentation of Project Proposal
6	Assist procurement process: i. Pre-qualification Report ii. Minutes of Pre-bid meeting iii. Bid evaluation report (technical/financial/legal) iv. Draft LOI/LOA v. Signing of PPP Agreement
7	Report on Financial Close

7 Schedule of Payment:

Payment shall be made as per following schedule:

a. Feasibility Study (Both Part-1 & 2)

S.No	Deliverable	Payment (%age of Financial Bid)
1	Inception Report	05
2	Route Selection Report	10
3	Reconnaissance Survey Report	05
4	Route Alignment Design with Plan & Profile of the entire corridor (from Gwadar to Nok Kundi)	10
5	Geotechnical Report for entire section as per ToRs	05
6	Hydrology Report for the entire section as per ToRs	05
7	Report on Land Requirement for the entire section as per ToRs	05
8	Environmental Impact Assessment Report	05
9	Electric Power Supply Report	05
10	Signalling & Telecommunications system Report for the entire section as per ToRs	05
11	Rolling Stock Study Report	05
12	Feasibility Level Engineering Design Report	10
13	Cost Estimates	10
14	Draft Feasibility Report	10
15	Final Feasibility Report	05

b. Transaction Advisory Services

Following payment schedule will be followed:

Sr. #	Deliverables	Payment (%age of Financial Bid)
1	Kick-off meeting Report	05
2	Due Diligence Reports (Legal, Technical, Operational, Environmental & Financial)	10
3	Project Qualification Proposal (PQP) Draft Report containing proposed Business / Financial Models, (Financial, Economic, Market & Legal analyses / Reports)	30
4	Bidding Document including:	30
4 (a)	RFQ Package i. Prequalification criteria ii. Basis of disqualification iii. Data sheet/forms iv. Undertakings templates v. RFQ Advertisement vi. Any other document that may be required in such transactions.	10
4 (b)	RFP Package: i. Invitation to bid ii. Instructions to bidders iii. Bid Evaluation Criteria iv. Reference Design parameters [In construction projects 'minimum design and performance standards and specifications'] v. Draft PPP Agreement vi. Include where relevant: Bid security form and performance bond form vii. Any other document that may be required in such transactions.	20
5	Presentation of Project Proposal	05
6	Assist procurement process: i. Pre-qualification Report ii. Minutes of Pre-bid meeting iii. Bid evaluation report (technical/financial/legal) iv. Draft LOI/LOA v. Signing of PPP Agreement	15
7	Report on Financial Close	05

Note:

- 1) The payment will be made after the submission and subsequent approval of each deliverable as tabulated above. However, on the request of the Consultant, 20% of the deliverable payment will be released upon submission of invoice.
- 2) Payments shall be made to the Lead Partner. However, payments can also be made to each JV / Consortium partner(s) separately subject to the written consent of the Lead Partner. Payment can also be made directly sub-consultant (if applicable) subject to written consent of the Lead Partner.

8 TIME FOR COMPLETION OF ASSIGNMENT

Completion Period = **Seven (07) Months** after mobilization period of 15 days

9 GUIDELINES FOR TRACK & OTHER RELATED PARAMETERS

- a) Degree of curvature should be compatible with the proposed maximum speed of 120 Km/h and unnecessary curves shall be avoided.
- b) All circular curves shall be provided with parabolic transition curves at the ends.
- c) Curves shall be avoided in and near station yards, close to large bridges, in deep cuttings and at places where the view obstructed.
- d) The gradients should be adequate to cater for the maximum speed of 100/120 Km/h & speed restrictions should be avoided. However, the consultant will be intimated if there is any change in track parameters before the execution/signing of agreement.
- e) Changes of grade shall be avoided within 100 meters of points & crossings and in the vicinity of bridge abutments.
- f) Steep up grades in the direction of stations just outside the outer signal and within 1000 meters of it shall be avoided.
- g) In undulating area, grades shall be so regulated that cutting and filling shall be optimum balanced.
- h) Track structure would comprise 54 / 60 Kg rail for speed of 120 Km/h, Prestressed concrete sleepers with elastic fastenings and minimum 300 mm ballast cushion, however, the Consultants shall be at liberty to recommend better options. However, the consultant will be intimated if there is any change in track parameters before the execution/signing of agreement.
- i) Suitable axle load to be suggested by the consultant.
- j) The consultants have to propose Points for high, medium & low speeds.
- k) Important cross drainage lines requiring major bridges shall, as far as practicable, be crossed on the square. Large bridges shall never be put on the skew.
- l) Station sites should be within approximately 2 km distance from the existing town or village and should be at a level stretch of land. These will be selected in consultation with the Employer keeping in view the obligatory points to be connected and the sectional capacity of the section. The sites for stations shall be completely surveyed in such detail as to be suitable for plotting to a scale of 1:1000 along with cross-sections at regular intervals. The detailed survey should take in everything within the proposed boundary or the station yard. The dimensions of the plot for the station yard shall be sufficient to allow ample space, not only for the initial requirement but also for extended accommodation likely to be needed to meet increased traffic in the future.
- m) The roads shall cross the Railway line as far as possible at right angles.
- n) The alignment will be such that it gives shortest route between two points.
- o) Straights shall be as long as possible, close to the obligatory points.
- p) The Consultant will also provide track parameters and tolerance for the maintenance of proposed track.
- q) As far as possible there should be no level crossing. Over-head/under pass bridges shall be proposed by the Consultants for all road crossings.
- r) The track will be fenced throughout. The Consultants will propose type of fencing with sketch and also pedestrian road crossings where required.

10 Design Parameters

S.No.	Parameter	Requirements as per TOR
1	Track Gauge	Broad Gauge (1676mm)
2	Single or Double Track	The entire infrastructure including right of way (ROW) shall be proposed for double line railway track. However, Construction of single line or double line shall be recommended by the Consultant based on traffic volume
3	Max. Speed (freight)	100 Km/h However, the consultant will be intimated if there is any change in track parameters before the execution/signing of agreement.
4	Max. Speed (passenger)	120 Km/h However, the consultant will be intimated if there is any change in track parameters before the execution/signing of agreement.
6	Axle Loading	For track 25 Metric Tonnes and HMBG loading for Bridges.
7	Crossing Loops	Minimum 1500-meter clear stabling length or as suggested by the Consultant.
8	Ruling Grade	Suitable for 120 km/h speed for passenger trains and 100 km/h for freight train, preferably 1 in 1000 for a trailing load 3400 ton with single locomotive and 7000 tons with multiply locomotives of 4000 Horse Power.
9	Max. Horizontal. Curvature	Curvature compatible with speed of 120 km/h & with parabolic transition.
10	Corridor Width	To be suggested by consultant but not less than 30 m in exceptional (congested urban) area
11	Rails	60 kg/m EN standard cont. welded
12	Sleepers	Pre-stressed Monoblock Concrete (2750 mm)
13	Track fastenings	Elastic W-14 Type
14	Ballast	Crushed Rock 300 mm thick below sleeper or as suggested by the Consultant
15	Sub-ballast	As suggested by the Consultant
16	Main line turnouts	60 kg/m rail, suitable for speed 120 km/h, max. angle 1 in 16
17	Traction	Diesel Electric
18	Rolling Stock Type	To be suggested by the Consultant
19	Signalling	Computer Based Interlocking System (CBIS) or as suggested by the Consultant.
20	Level Crossings	None as far as possible, if unavoidable should be with protection signal
21	Fencing	Station Yards, Populated area or as suggested by the Consultant.

**DRAFT CONTRACT AGREEMENT FOR ENGINEERING
CONSULTANCY SERVICES**

between

**Chief Engineer / Survey & Construction,
HQ Office, Pakistan Railways**

and

(Name of Consultant)

For

**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR NEW RAIL
LINK FROM GWADAR TO NOK-KUNDI (675 KMS)**

(Month, Year)

TABLE OF CONTENTS

	Page No.
1. FORM OF CONTRACT	1
II. GENERAL CONDITIONS OF CONTRACT	3
1. GENERAL PROVISIONS	3
1.1 Definitions	3
1.2 Law Governing the Contract	4
1.3 Language	4
1.4 Notices	4
1.5 Location	4
1.6 Authorised Representatives	4
1.7 Taxes and Duties	5
1.8 Leader of Joint Venture	5
2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	5
2.1 Effectiveness of Contract	5
2.2 Termination of Contract for Failure to Become Effective	5
2.3 Commencement of Services	5
2.4 Expiration of Contract	5
2.5 Modification	6
2.6 Extension of Time for Completion	6
2.7 Force Majeure	6
2.7.1 Definition	6
2.7.2 No Breach of Contract	7
2.7.3 Extension of Time	7
2.7.4 Payments	7
2.8 Suspension of Payments by the Client	7
2.9 Termination	7
2.9.1 By the Client	7
2.9.2 By the Consultants	8
2.9.3 Cessation of Services	9
2.9.4 Payment upon Termination	9
2.9.5 Disputes about Events of Termination	9
3. OBLIGATIONS OF THE CONSULTANTS	9
3.1 General	9
3.2 Consultants Not to Benefit from Commissions, Discounts, etc.	10
3.3 Confidentiality	10
3.4 Liability of the Consultants	10
3.5 Other Insurance to be Taken out by the Consultants	11
3.6 Consultants' Actions Requiring Client's Prior Approval	11
3.7 Reporting Obligations	11
3.8 Documents Prepared by the Consultants to be the Property of the Client	11
3.9 Equipment and Materials Furnished by the Client	12
3.10 Accounting, Inspection and Auditing	12
4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS	12
4.1 Description of Personnel	12
4.2 Removal and/or Replacement of Personnel	12

5.	OBLIGATIONS OF THE CLIENT	13
5.1	Assistance, Coordination and Approvals	13
5.1.1	Assistance	13
5.1.2	Co-ordination	13
5.1.3	Approvals	14
5.2	Access to Land	14
5.3	Change in the Applicable Law	14
5.4	Services and Facilities	14
5.5	Payments	14
6.	PAYMENTS TO THE CONSULTANTS	15
6.1	Lump Sum Remuneration	15
6.2	Contract Price	15
6.3	Terms and Conditions of Payment	15
6.4	Period of Payment	15
6.5	Delayed Payments	15
6.6	Additional Services	16
6.7	Consultants' Entitlement to Suspend Services	16
7.	SETTLEMENT OF DISPUTES	16
7.1	Amicable Settlement	16
7.2	Dispute Settlement	17
8.	INTEGRITY PACT	17
III.	SPECIAL CONDITIONS OF CONTRACT	18
IV	APPENDICES	24
	Appendix A-Description of the Services	25
	Appendix B-Reporting Requirements	26
	Appendix C-Key Personnel and Subconsultants	27
	Appendix D-Breakdown of Contract Price in Foreign Currency	29
	Appendix E-Breakdown of Contract Price in Local Currency	30
	Appendix F-Services and Facilities to be Provided by the Client	35
	Appendix G-Integrity Pact	36
	Appendix H- Consultants' Proposals	
	Appendix I- Terms of Reference (TORs), including amendments made vide Addendum No.1 issued on 13.05.2014 and Addendum No.2 issued on 13.06.2014	

CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the _____ of _____, 2024, between, on the one hand, Chief Engineer / Survey & Construction, HQ Office Pakistan Railways, Lahore (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ (hereinafter called the "Consultants, which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the General Conditions of Contract
- (c) the Special Conditions of Contract;
- (d) the following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Subconsultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided by the Client

Appendix G: Integrity Pact

Appendix H: Consultant's Proposal (Technical & Financial)

Appendix I: Terms of Reference (TORs), including amendments (if any)

Appendix J: Post RFP correspondence (if any)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants 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 in two identical parts each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of CLIENT

For and on behalf of CONSULTANTS

Signature _____

Signature _____

Name: -----

Name: -----

Title: -----

Title: -----

Address: -----

Address: -----

(Seal)

(Seal)

Witness

Witness

Signature _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorised Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

1.6 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorised Representatives specified in the SC.

1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) 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 except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and 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 actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach 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; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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.

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall 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 Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.
In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the

other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned hereinbelow.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

3.5 Other Insurance to be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and

software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organisation named in the SC.
- (b) coordinate with any other consultants employed by him.

5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 Contract Price

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.4 Period of Payment

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

8. INTEGRITY PACT

8.1 If the Consultant or any of his Subconsultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

III. SPECIAL CONDITIONS OF CONTRACT

No. Amendments of, and Supplements to, Clauses in the General Conditions
of GC of Contract
Clause

1.1 Definitions

(p) "Project" means "FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR NEW RAIL LINK FROM GWADAR TO NOK-KUNDI (675 KMS)"

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

Name :

Telephone :

Facsimile :

E.Mail :

For the Consultants:

Name :

Project :

Address :

Telephone :

E.Mail :

1.7 Taxes and Duties

All the taxes, as per Applicable Laws as on date of submission of bid (Technical & Financial Proposal) i.e., ----- shall be the responsibility of the Consultants. In case of any increase by the Government of Pakistan in rate of taxes after said date the Consultants shall be paid extra and for any reduction in taxes the Consultants shall be paid less accordingly.

1.8 Leader of the Consortium

The leader of the Consortium is:

(please specify in case of JV)

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 60 days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within fifteen (15) days after the date of signing of Contract Agreement.

2.4 Expiration of Contract

The period of completion of Services shall be ----- days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before 20...

"Completion of Services" means.....
.....
.....

3.5 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs.100,000/-.
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract. *(if deemed appropriate by the Consultant otherwise this sub-clause can be deleted)*

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Carrying out additional services not included in TORs.
- ii) Replacement of any Key Personnel.
- iii) Hiring of any Sub-Consultant and sub-letting of any part of the assignment.
- iv) Any deviation from TORs.

3.8 Documents Prepared by the Consultants to be the Property of the Client

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

5.1.1 Assistance

- (a) The Client shall make available to the Consultants the documents, related to the Assignment available with them, within 15 (Fifteen) days from the Commencement Date.

5.1.2 Coordination

The client shall extend full cooperation, including provision of Authorization letter (if required) to facilitate the Consultant to obtain data and other information from other departments and agencies, but this will not absolve Consultants from fulfilling any obligation as specified in the TORs.

5.1.3 Approvals

The Client shall accord approval of the documents immediately but not later than fifteen (15) days from the date of their submission by the Consultants.

6.1 Lump Sum Remuneration

Being a Lump Sum remuneration based Assignment, reimbursement of any other expenditure is not allowed.

6.2 Contract Price

- (a) The amount in local currency is Pakistani Rupees -----, as detailed in attached accepted Financial Proposal.
- (b) The break up of Contract Price in Pak Rupees is as detailed in attached accepted Financial Proposal.

6.3 Terms and Conditions of Payment

Payment will be made in accordance with Terms of Payment stated in Terms of Reference.

6.4 Period of Payment

- (a) Advance payment not allowed.
- (b) Add the following text at the end of this paragraph, after the word Client:
“Subject to the condition that if delay is caused due to an act of nature or beyond reasonable control of the Client, the twenty eight (28) days and fifty six (56) days shall be read as forty two (42) days and eighty four (84) days respectively.”

6.5 Delayed Payments

No Financing Charges shall be admissible due to delayed payment.

6.7 Consultants Entitlement to Suspend Services

The word fourteen (14) days appearing in the 1st paragraph of this Clause may be read as twenty (20) days.

7.1 Amicable Settlement

Replace the existing text of this sub-clause as under:

“The Parties shall use their best efforts to settle amicably through negotiation all disputes arising out of or in connection with this Contract or its interpretation.”

7.2 Dispute Settlement

Replace the existing text of this sub-clause as under

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably through negotiation under Clause 7.1 within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

However, before resorting to the above mentioned arbitration with or without intervention of court under Arbitration Act 1940, the aggrieved party shall be bound to ask for settlement of dispute, if any, through alternate dispute resolution as envisaged under Section 89A of Code of Civil Procedure by referring the dispute to mutually agreed recognized/certified mediator, expenses whereof shall be borne by such aggrieved party. The suit/application before the court under Arbitration Act 1940, if filed by either of two Parties, shall be considered as premature. The mediator shall decide the matter within thirty (30) days after having taken cognizance of the dispute.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

IV APPENDICES

Appendix A

Description of the Services

Description of Services will be as stated in Terms of References attached with the Contract Agreement.

Appendix B
Reporting Requirements

Reporting Requirements will be as stated in Terms of References attached with the Contract Agreement.

Appendix C

Key Personnel and Subconsultants

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.
 - C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

Appendix D

Breakdown of Contract Price in Foreign Currency

Not applicable as Foreign Currency is not admissible.

Appendix E

Breakdown of Contract Price in Local Currency

Break Down of Contract Price in Local Currency is in accordance with accepted Financial Proposal attached with the Contract Agreement.

Appendix F

Services and Facilities to be Provided by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

Nil

Appendix G

(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 No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

[name of 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, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of 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.

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]