Railways Estate Development & Marketing Company (Pvt) Ltd

BID DOCUMENTS

For

EXCLUSIVE SELLING RIGHTS OF Tetra Pack Milk & Tea Whitener, Yogurt, Tea & Tea Bags and Coffee On PAKISTAN RAILWAY NETWORK

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SECTION -1: INVITATION FOR BIDS

TO:

_____

_____

SUBJECT: SELECTION OF INDIVIDUAL / COMPANY / FIRM(s) FOR EXCLUSIVE SELLING RIGHTS OF TETRA PACK MILK & TEA WHITENER, YOUGART, TEA & TEA BAGS AND COFFEE FRANCHISE ON P.R NETWORK

In accordance with the advertisement on the subject published in the press as well as available on Pakistan Railways website, we now invite sealed Bids from interested parties for taking part in open competitive bidding for exclusive selling rights of **Tetra Pack Milk & Tea Whitener, Yogurt, Tea & Tea Bags and Coffee** on PR network.

The procedure for open competitive bidding on the subject project is as under:-

(a) Each bid shall comprise a single package containing one envelope..

(b) The envelopes shall be marked as "TECHNICAL & FINANCIAL BIDS" and in bold and legible letters.

(c) Initially, the envelope shall be opened.

(d) REDAMCO shall evaluate the technical bid first in a prescribed manner in advance, without reference to the price, and reject the bid which does not conform to the specified requirements.

(e) After the submission of technical bids, no amendment / change / alteration would be allowed.

(f) After the evaluation and approval of the technical bids REDAMCO shall announce the financial bid price of the **technically accepted bids only.**

2. Bid documents containing the following are hereby issued to your firm for submitting duly filled as per instructions specified in the Bid Documents:

General-1:	General Information
General-2	Litigation History
Section 2:	Instructions to Bidders (including Data Sheet)
Section 3:	Conditions of Contract (COC)
Section 4:	Terms of Reference (TOR)
Section 5:	Financial and Technical Criteria

Manager Marketing
REDAMCO,Ministry of Railways
1st Floor, RAILCOP House , Carriage Factor
Islamabad
Phone 0329-5975969

Form General -1 GENERAL INFORMATION

1. Name of Individual/Company/Firm with complete registration details
2. Present business
3. Office address in Pakistan
4. Telephone & FAX
5. E-mail and website
6. Contact person
7. Annual Turnover of the Firm along with Bank and Income Tax statement for the last three years.
8. Income Tax Number along with Tax Statement (paid) during last three years.
9. The Bidders are required to provide accurate information on any litigation or arbitration, arising out of assignments completed or in progress over the last five years in the manner as prescribed in the Form General-2.
10. Certificate / Affidavit that any Government Department / Authority do not blacklist the Firm.
11. No defaulter certificate
12. Power of Attorney to sign the Bid.

Form General-2 LITIGATION HISTORY

Bidders should provide information on any history of litigation or arbitration resulting from Contracts executed in the last five years or currency under execution.

Party / Parties of the claim / dispute	Nature of Claims / dispute	Amount of the claim / dispute	Date initiated	Status (Award For or Against Railway)

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Definitions:

2.1.1 **"Government"** means the Government of Pakistan and all its associated departments, agencies, autonomous/semi- autonomous bodies, boards and similar other organizations.

2.1.2 **"REDAMCO"** means Railways Estate Development and Marketing Company (Pvt) Ltd.

2.1.3 **"Client"** means Pakistan Railways through CEO REDAMCO with whom the selected Bidder signs the Agreement for exclusive selling rights.

2.1.4 **"Bidder"** means any entity / firm / Joint venture of firms that is participating in the bidding procedure.

2.1.5 **"Licensee"** means any entity / firm / Joint venture of firms that may provide the Services to the Client under the Agreement.

2.1.6 **"Agreement"** means the Agreement signed by the Client and the Licensee and all the attached documents.

2.1.7 **"Data Sheet"** means such part of the Instructions to Bidders used to reflect specific conditions.

2.1.8 **"Instructions to Bidders"** means the document, which provides Bidders with all information needed to prepare their Bids.

2.1.9 **"Personnel"** means professionals and support staff (either of the client or the licensee as the case may be).

2.1.10 **"Services" or "assignment"** means the work to be performed by the Licensee pursuant to the Agreement.

2.1.11 **"Terms of Reference"** (TOR) means the document included in the BID which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Licensee.

2.1.12 **"Advertisement"** means activities related to advertisement carried out by __ on the P.R. Network..

2.1.13 **"Exclusivity"** means the sole right of distribution and sale of its products acquired by the successful bidder to the exclusion of all other on the P.R Network.

2.1.14 **"Fixed Annual Franchise Licensing Fee"** means payments as described in Section 4.4.2.

2.1.15 **"Platform"** means the area along the entire or partial length of the Railway trains where these trains are generally parked in a Railway Station.

2.1.16 **"P.R."** means Pakistan Railways as defined in The Railways Act, 1890, its successors and permitted assigns.

2.1.17 **"P.R' Network"** means Railway Stations, including the platform and the trains, anywhere in Pakistan.

2.1.18 "LOI" mean letter of intent issued to the successful bidder before the execution of agreement

2.1.19 **"Refundable Security"** means security amount deposited by the licensee uptill validity of the Contract period and shall be refunded after 90 days from the expiry of the Agreement and after obtaining NOC from the concerned quarters that there is no outstanding amount payable by the Licensee.

2.2 INTRODUCTION

2.2.1 The Client named in the **Data Sheet** will select a Licensee in accordance with the method of selection specified in the Data Sheet.

2.2.2 The Bidders are invited to submit a Bid which will be the basis for a signed Agreement with the selected Licensee.

2.2.3 Licensees should familiarize themselves with conditions and take them into account in preparing their Bids. Licensee should contact the Client's representative named in the Data Sheet to obtain information. Bidders should ensure that the official is informed well- ahead of time in case they wish to visit the Client.

2.2.4 Bidders shall bear all costs associated with the preparation and submission of their Bids. **The Procuring Agency is not bound to accept any Bid, and reserves the right to annul the selection process at any time prior to Agreement award,** without thereby incurring any liability to the Bidders.

2.3 FRAUD AND CORRUPTION

2.3.1 REDAMCO requires Participant Bidders to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, REDAMCO:

(i) Defines, for the purpose of this paragraph, the terms set forth below:

(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;

(b) "Fraudulent practice" means a misrepresentation or omission of facts in order to obtain / influence a selection process or the execution of agreement;

(c) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;

(d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a bidding process, or affect the execution of agreement.

(ii) Will reject a Bid before award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question:

(iii) Without prejudice to any other option available to client under law, will debar a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded an agreement if at any time it transpires that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in

competing for, or in executing the agreement.

2.4 ONLY ONE BID

Each Bidder/Firm can submit only one Bid in each category. If a Bidder/Firm submits or participates in more than one Bid in same category , such Bids Shall be disqualified.

2.5 BID VALIDITY

The **Data Sheet** indicates how long Bidders' Bid must remain valid after the submission date. In exceptional circumstances, prior to expiry of the original bid validity period, the Client may request that the bidders extend the period of validity for a specified additional period which will be equivalent to the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request for which his Bid Security will not be forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension.

2.6 CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

2.6.1 Bidders may request a clarification regarding any part of the Bid documents up to the number of days indicated in the Data Sheet before the Bid submission date. Any request for clarification must be sent in writing to the Client's address indicated in the Data Sheet. The Client will respond in writing. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall be done following the procedure under Para. 2.6.2.

2.6.2 At any time before the submission of Bid, the Client may amend the Bid Documents by issuing an addendum in writing. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Bids the Client may, if the amendment is substantial, extend the deadline for the submission of Bids.

2.7. PREPARATION OF BIDS

2.7.1 The Bid, as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the English language as specified in the Data Sheet.

2.7.2 Material deficiencies in providing the information requested may result in rejection of a Bid.

2.8. BID SECURITY

2.8.1 Each Bidder shall furnish a Bid Security in the amount stipulated in the Data Sheet.

2.8.2 The Bid Security shall be in the form of Call Deposit/Demand Draft issued by a Scheduled Bank of Pakistan in favour of the **Railways Estate Development & Marketing Company (Pvt) Ltd** valid for a 120 days.

2.8.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

2.8.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

2.8.5 The Bid Security of the successful Bidder will be adjusted against the refundable performance security of 10% at the time of issuance of LOI.

2.8.6 The Bid Security may be forfeited.

(i) If the Bidder withdraws his Bid during the period of Bid Validity

(ii) In the case of successful Bidder, if he fails within the specified time limit to:

(a) Furnish the required Refundable Security; or

(b) Sign the Contract Agreement.

2.9. REFUNDABLE SECURITY (PERFORMANCE GUARANTEE)

The successful bidder shall furnish to the Client a refundable security in the form and the amount stipulated in the Data Sheet and the Conditions of Contract within 7 days after issuance of award letter.

2.10. TECHNICAL PROPOSAL

The Technical Proposal shall be prepared keeping in view the required standards as stipulated in the Evaluation Criteria (section 5.3).

2.11. FINANCIAL PROPOSAL

The Financial Proposal shall be prepared using the attached Standard Form (Section 5.4).

2.12. PAYMENT

The payment will be claimed / paid as per the relevant clause of Conditions of Contract and Terms of Reference (TOR). **(Section 4, Clause 4.4.2).**

2.13. TAXES

The Licensee shall pay any/all taxes levies etc. prevalent and/or future, as fixed/determined by the Federal / Provincial Government, from time to time, on amount(s) payable by the Licensee under this Agreement, including but not limited to, withholding tax and sale tax which will be considered as part and parcel and in addition to the yearly bid amount. The payment will be made with the bid amount as per the procedure defined in the conditions of Contract and terms of reference.

ADVANCE TAX: Advance tax means income tax should be paid in advance instead of lump sum payment at year end. It is also known as pay as you earn tax. These payments have to be made in installments as per due dates provided by the income tax department.

2.14. SUBMISSION AND RECEIPT OF BIDS

2.14.1 The original Bid shall contain no inter-lineation or overwriting, except any corrections/clarifications sought by the client in writing and such corrections/clarifications do not change the substance of the bid. The person who signed the Bid must initial such corrections/clarifications.

2.14.2 An authorized representative of the Bidders shall initial all pages of the

original Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.14.3 The Bid shall be placed in a sealed envelope clearly marked "BID DOCUMENTS". The envelope should also bear the address and title of the Assignment. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Bid rejection.

2.14.4 The Bids must be sent to the address/addresses indicated in the Data Sheet and received by the Client not later than the time and the date indicated in the Data Sheet, or any extension granted thereof. Any Bid received by the Client after the deadline for submission shall be returned unopened.

2.15. BID OPENING

2.15.1 **Opening of Technical Bids** The technical bids will be opened in accordance with the procedure laid down in Section-1.

2.15.2 **Opening of Financial Bids** The financial bids will be opened in the manner prescribed in paras 1(g) & (h) of Section-1.

2.15.3 **Procedure for opening of bids**

(g) The Procuring Agency will open the Bids in the presence of Bidders or their authorized representatives who choose to attend, at the time date and location stipulated in the **Data Sheet**.

(ii) The Bidders or their authorized representatives who are present shall sign a register evidencing their attendance.

(iii) The Bidders name, total Bid price, the presence or absence of Bid Security and such other details as the Client may consider appropriate, will be announced by the Client at the opening of Bids.

2.16. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

2.16.1 The Client will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents or not and in line with the Evaluation Criteria laid down in the bid documents.

2.16.2 A substantially responsive bid is one which.

(i) meets the eligibility criteria/Evaluation criteria;

(ii) has been properly signed;

(iii) is accompanied by the required Bid Security;

(iv) confirms to all the terms and conditions of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is that which includes but not limited to, limits in any substantial way, inconsistent with the Bidding Documents, the Client's rights or the bidder's obligations under the Contract.

2.16.3 If a Bid is not substantially responsive, it will be rejected by the Client.

2.16.4 The bid amount should not be unrealistic to spoil the process and such will be rejected and the quoting party / parties will be blacklisted.

2.17. CORRECTION OF ERRORS

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

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

2.18. NOTIFICATION OF AWARD

2.18.1 Prior to expiry of the period of bid validity prescribed by the Client, the Client will notify to the successful bidder in writing ("Letter of Intent") that his Bid has been accepted. This letter shall name the sum which the Licensee will pay to the Client as prescribed by the Contract.

2.18.2 No Negotiation with the bidders shall be permitted, however, Client may have clarification meetings to get any item clarified.

2.18.3 The notification of award and its acceptance by the bidder will not constitute the formation of the Contract. The signing of the agreement by both parties shall constitute the formation of the Contract.

2.18.4 Upon furnishing by the successful bidder, the refundable Security, the Client will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

2.19. COMMENCEMENT OF EXCLUSIVE SELLING RIGHTS AGREEMENT

The Bidders exclusive selling rights will commence as and when the contract is signed by both parties or as mentioned in the letter of intent.

2.20. MALPRACTICE/UNSATISFACTORY PERFORMANCE/PREVIOUS DEFAULT

If a bidder had any contract with REDAMCO/Pakistan Railways previously and that contract had been terminated due to unsatisfactory performance or mal-practice or default, his bidwill be rejected by the client, no matter whether he has been declared black listed or not.

2.2.1. DATA SHEET

<table>
<tr><th>Paragraph Reference</th><th>Description</th></tr>
<tr><td></td><td><u>Name of the Procuring Agency.</u>
Railways Estate Development And Marketing Company (Pvt) Ltd</td></tr>
<tr><td></td><td>Name of the assignment is EXCLUSIVE SELLING RIGHTS OF Tetra Pack Milk & Tea Whitener, Yogurt, Tea & Tea Bags and Coffee ON P.R NETWORK</td></tr>
<tr><td></td><td><u>Method of Selection.</u>
Single Stage - Single Envelope procedure shall be adopted.</td></tr>
<tr><td></td><td>Procuring Agency’s Representative
Manager Marketing Mob No:0329-5975969
REDAMCO,Ministry of Railways,1st Floor,RAILCOP House, Carriage Factory Islamabad</td></tr>
<tr><td>2.5</td><td>Bids must remain valid for One Hundred and Twenty (120) days after the submission date.</td></tr>
<tr><td>2.6</td><td>Clarifications may be requested not later than seven (7) days before the submission date</td></tr>
<tr><td>2.8</td><td>Bid Security
The bidder shall furnish bid security in favour of the Railways Estate Development & Marketing Company (Pvt) Ltd.
<table>
<tr><th>S. No</th><th>Description of Categories</th><th>Estimated Cost</th><th>Bid Security (Rs)</th></tr>
<tr><td>a.</td><td>TETRA PACK MILK & TEA WHITENER</td><td>10,000,000/-</td><td>200,000/-</td></tr>
<tr><td>b.</td><td>YOGURT</td><td>5,000,000/-</td><td>100,000/-</td></tr>
<tr><td>c.</td><td>TEA & TEA BAGS</td><td>8,000,000/-</td><td>200,000/-</td></tr>
<tr><td>d.</td><td>COFFEE</td><td>5,000,000/-</td><td>100,000/-</td></tr>
</table></td></tr>
<tr><td>2.9</td><td>Performance Guarantee
The successful bidder shall deposit 10% of the contract amount in advance within 7 days after receiving the award letter, in the form of deposit at call in favour of Railways Estate Development & Marketing Company (Pvt) Ltd.</td></tr>
<tr><td>2.13</td><td>All leviable taxes will be levied and submitted in addition to and with the bid amount as part of the bid annual amount.</td></tr>
<tr><td>2.14</td><td>Bidder must submit complete Bid.</td></tr>
<tr><td>2.14</td><td>Address for Submission of Bid:
CEO
REDAMCO
1st Floor, RAILCOP House, Carriage Factory,I-11/1 Islamabad
Phone: +92 329-5975969
Bids must be submitted up-to <u>24.September.2026</u> at 02:30 PM</td></tr>
<tr><td>2.15</td><td>Date and time of opening of Bids on <u>24.09.2026</u> at 03:00 PM.</td></tr>
<tr><td>2.16</td><td>The bidder will quote the amount to be charged per year.</td></tr>
<tr><td>2.19</td><td>Commencement date will be mentioned in the Letter of Intent.</td></tr>
</table>

Section 3 3.1.3	Bids shall be submitted in the following language: English.
 3.2.3	**Duration of Contract:** The Contract period will be valid for a period of three (3) years.

SECTION 3: CONDITIONS OF CONTRACT (COC)

3.1 DEFINITIONS

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

(i) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, including policies and regulations which may be issued and in force from time to time by the competent authority of Pakistan Railways;
(ii) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract are attached, together with all the documents listed in the Contract;
(iii) "Contract Price" means the price to be paid for exclusive selling rights;
(iv) "Party" means the Client or the Licensee, as the case may be, and "Parties" means both of them;

3.1.1 Law Governing the Contract

This Contract, its meaning, interpretation including of terms that are not particularly defined herein and the relation between the Parties shall be governed by the Applicable Law.

3.1.2 Court of Competent Jurisdiction:

Any dispute, that may arise between the parties hereto in connection within the provisions hereof, court(s) shall have exclusive jurisdiction to try any such matters, this provision shall survive the tenure of this Agreement.

3.1.3 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.

3.1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party in working hours, not on holidays to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representative. A Party may change its address by giving the other Party notice of such change.

3.1.5 Headings

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

3.2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

3.2.1 Commencement of Services

The commencement date of services will be as notified by the Client and as accepted by the Licensee through Letter of Intent.

3.2.2 Expiry of Contract

Unless terminated earlier pursuant to Sub-Clause 3.2.6, this Contract shall expire when, pursuant to the provisions hereof, the expiry of the agreement is reached.

3.2.3 Duration of Contract

Initially duration of the Contract will be for three years from the date of commencement.

3.2.4 Due Date of Payment.

Due date of payment will be the date of commencement of services as stipulated in agreement and for the second year and third with 10% escalation respectively .Failure to pay due amount, a penalty of 10% per anum shall be levied.

3.2.5 Force Majeure

(i) Definitions

(a) A “Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and adversely affects the performance by the party of its obligations under or pursuant to this agreement, provided, however, that such material and adverse effect could not have been prevented, overcome, or remedied in whole or in part by the affected party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts or activities to protect the Railway Equipment from a casualty event, which are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur, and the likely efficacy of the protection measures. "Force Majeure Events" hereunder shall include each of the following events and circumstances.

- Political events that occur inside or directly involve Pakistan ("Pakistan Political Force Majeure Events"):
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection,

civil commotion, act or campaign of terrorism, or sabotage;

(b) Strikes, works to rule or go-slows that extend beyond the P.R transportation operations, are widespread or nationwide, or that are of a political nature e.g. labour actions directed against Pakistan Railways or its facilities.

(ii) Other Events

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

(a) Uncontrollable events, including, but not limited to; Lightening, earthquake, flood, storm;
(b) Explosion or chemical contamination in which case it shall be a Pakistan Political Force Majeure Event;
(c) Epidemic or plague;
(d) Political Events that occur outside Pakistan and do not directly involve Pakistan, but affect the parties' ability to meet obligations under this Agreement.

(iii) Duty to Mitigate

The affected Party shall use all reasonable efforts to mitigate the effect of a Force Majeure event, including, but not limited to the payment of all reasonable sums of money to the Client, which sums are reasonable in light of the likely efficacy of the mitigation measures. Further, the Licensee hereby undertakes and declares that it shall absolutely indemnify the client, personnel of the client and / or employees against any or all damages / losses that may be incurred by the licensee in a Force Majeure event. This provision shall service the tenure of this agreement.

3.2.6 Defaults & Terminations

(i) **Term:** This Agreement shall commence and be effective upon the execution Agreement and shall continue in full force and effect for a period of three (3) years unless this Agreement is terminated earlier in accordance with the terms hereunder.

(ii) **Licensee Events of Default – Termination by Client:**
Each of the following events shall be events of default by the Licensee, which shall give rise to the right on the part of Client to terminate this Agreement: -

(a) **Abandonment:** Abandonment by the Licensee of its operations for more than fifteen (15) consecutive days without written consent of REDAMCO.
(b) **Assignments:** The assignment or transfer of this Agreement without the prior written consent of REDAMCO.

(c) **Breach of Covenants:** Any material breach by Licensee of this Agreement that is not remedied within thirty (30) days of notice from P.R. to the Licensee, that states that a material breach of the Agreement has occurred, identifies the breach in question, and demands remedy thereof.

(d) **Payment Defaults:** Any default or defaults by the Licensee in the making of any payment, including any taxes or payments required to be made by it hereunder within fifteen (15) working days after the due date of the annual payment.The licensee will be charged a Penality of 10 % per anum

(e) **Failure to commence operation**: If the Licensee fails to start operations with in 15 days from the date of signing the agreements as per clause 2.18.3.

(f) **Failure in Distribution:** If the Licensee has a distribution failure the written intimation of which will be given to the Licensee by REDAMCO whereby its product(s) or products is not available or is not being distributed as desired by REDAMCO. under terms of this Agreement and such failure is not remedied or such product(s) is not made available within a period of 30 days.

(g) **Wrongful Pricing:** At any stage of the Agreement it is found that the standard trade price / wholesale price is not in compliance with the declared market price being offered to vendors subject to clause 3.3.

(iii) **Termination Notice:** Upon occurrence of a Licensee's event of Default, P.R. may, at its option, terminate this Agreement by delivering upon the Licensee a thirty (30) days written notice ("Termination Notice"). This Agreement shall stand terminated at the end of the thirty days period in case the default is not cured within that period or any extended time as may be provided by the client. Upon termination of this Agreement for any reason, the following provisions shall apply:

(a) Client shall have the right to immediately appoint another firm (as stop gap arrangement) to serve existing customers and continue sales efforts on Pakistan Railways Network.

(b) All outstanding balances owed by Licensee to Client shall become immediately due and payable to Client.

(c) Both parties shall at all times thereafter refrain from any conduct that would be inconsistent with or likely to cause confusion with respect to the nature of their business relationship.

(d) All rights granted to Licensee under this Agreement shall cease, and where appropriate, revert to Client.

3.3 RIGHTS OF P.R. UPON TERMINATION

3.3.1 **Compensation upon Termination**: In case of a termination due to licensee's event of default under the Agreement, REDAMCO shall keep and retain the advance payments in proportion of the availed/expired period of exclusivity, any advance payments, fees or rents that it may have received from the Licensee till then. However, REDAMCO shall not forfeit any of the Licensee's or its third party's stock equipment's and movable/immovable structures for the remaining period, if the agreement is terminated on the Notice of the Licensee of the agreement.

3.3.2 **Indemnification**: No consideration or indemnity shall be payable to Licensee either for loss of profit, goodwill, customers or other like or unlike items, nor for advertising costs, costs of samples or supplies, termination of employees, employees salaries and other like or unlike items. Client shall have no liability to Licensee by reason of any termination by Client.

Licensee agrees to indemnify and hold Client harmless from any and all actions, awards, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) attributable to Licensee's breach of this Agreement or to any negligent, grossly negligent, willful or unlawful acts or omissions of Licensee, its employees, officers, agents, subcontractors, dealers or representatives.

3.4 MISCELLANEOUS PROVISIONS

3.4.1 **Amendment:** This Agreement can be amended only by an Agreement between the Parties in writing.

3.4.2 **Warehousing:** Subject to availability and payment of certain rent decided by the competent authority of Pakistan Railways, the client may provide warehouse facilities with electricity (bills of electricity will be payable by the Licensee) at all and / or major PR stations wherever requested by the Licensee to place their products for effective supplies to Outlets on terms & conditions set by Railways Administration in writing.

3.4.3 **Waivers**: No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall:

(h) operate or be construed as a waiver of any other or further default whether of a like or different character, or

(ii) be effective unless in writing duly executed by an authorized representative of such Party. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions, and provisions of this Agreement, nor any delay or other indulgence granted by one Party to the other shall thereby act as a waiver of the breach, an acceptance of any variation, or as relinquishment of any such right hereunder.

3.5. SETTLEMENT OF DISPUTES

3.5.1 Amicable Settlement

(i) Any dispute arising out of the business and affairs, under the agreement between the REDAMCO and the Licensee shall solved amicably.

3.6 ARBITRATION CLAUSE

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 shall be submitted by either Party for settlement to REDAMCO in accordance with the provision of the Arbitration Act (Act x of 1940) and rules made hereunder and any statutory modifications thereto whose decision will be final and binding upon both parties to the agreement. Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and payments hereof shall not be stopped / withheld. For dispute settlement the MD/CEO REDAMCO shall be sole arbitrator. The venue of the arbitration shall be REDAMCO Office. Cost of arbitrator shall be borne by either or both parties as may be determined and fixed by the arbitrator.

3.7 RELATIONSHIP OF THE PARTIES

Licensee is an independent contractor and not an employee, agent, affiliate, partner or joint venture with or of Client. Neither Licensee nor Client shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever, except insofar as is allowed by this Agreement.

3.8 LIMITATION OF LIABILITY

Client shall in no event be liable for any indirect, special, exemplary, incidental or consequential loss or damage or for any lost profits, lost savings or loss of revenues suffered by licensee arising from or in any way connected with this agreement or the sale, distribution or use of client products.

SECTION 4: TERMS OF REFERENCE (TOR)

4.1. BACKGROUND

REDAMCO, Ministry of Railways offers to sell the exclusive selling rights of **Tetra Pack Milk & Yougart, Tea & Tea Bags/Coffee** on P.R. network.

4.2. OBJECTIVE

These TORs are for the guidance of potential Bidders willing to provide the services in accordance with the standards/procedures laid down in the succeeding clauses.

4.3 RIGHTS & OBLIGATIONS OF P.R

4.3.1 REDAMCO agrees to permit exclusively the Licensee, directly or indirectly or through its appointed third parties/distributors, to sell its **Tetra Pack Milk & Tea Whitener, Yogurt, Tea & Tea Bags and Coffee** products on P.R network including approved vending stalls on the system on an "Exclusivity Basis" which shall also include trains in motion or stationary for which the Licensee would sell through the existing dining car Licensees. List of authorized parties/distributors shall be provided by Licensee to P.R (Commercial Branch) for information and record, any change in the list will be intimated by the Licensee to PR. The client reserves the right or reject any authorized distributor to work under this agreement at its sole discretion and licensee is bound to implement such action of the client without any objection.

4.3.2 REDAMCO/P.R. (Divisional Superintendents & Commercial Branch) shall endeavour to ensure and secure the Licensee's Exclusivity, provided however, that any breach of Exclusivity by any third party shall not be a ground for the Licensee to withhold or forfeit any payment due to P.R under this Agreement. In case of violation of the Exclusivity by any third party, the Licensee shall give a written notice to P.R. of such violation and P.R shall thereafter take immediate remedial actions in collaboration with the Licensee. In case a breach of exclusivity reported by the Licensee to Pakistan Railways in writing along with evidence such as photographs of the competitor's product being displayed/sold on Pakistan Railways network, Pakistan Railways shall nominate officers from Concerned Division/Concerned Region to visit the said place along with the authorized representative of the Licensee to ascertain the factual position and take remedial steps to ensure exclusivity within 30 days.

4.3.3 Except as otherwise provided in this Agreement, neither this Agreement nor either Party's rights or obligations hereunder may be assigned or transferred by such Party without prior written consent of the other Party.

4.3.4 Pakistan Railways Administration through Divisional traffic/commercial staff will be entitled to collect samples of the Carbonated Soft Drinks at random, quarterly, for chemical analysis from reputable Laboratories e.g PCSIR, PCRWR etc. to ascertain that only quality products hygienically produced and fit for human consumption are being sold to its PR passengers. A certificate in this regard will be obtained from the concerned laboratory for record. Cost of all such tests will be borne by Licensee. The Products of visibly inadequate or substandard quality may be destroyed by the inspecting officers / officials with no claim to the client.

4.3.5 In case of negative report for quality of the Products, the authorized P.R inspecting officer nominated by Additional General Manager/Traffic will issue a warning letter along with copy of laboratory report to the Licensee. After issuance of such letter a Committee comprising of a nominee each of the Parties hereto shall be formed to determine and eliminate/mitigate the contributing factors leading to such negative report. Such Committee shall recommend necessary actions to be implemented by the relevant Party

4.3.6 Upon imposition of third such warning, the Pakistan Railways shall have the right to terminate the Contract forthwith without any further notice, while forfeiting all amounts, in proportion to the expired term of this Agreement at the relevant time, lying with PR including advance fees and security deposits.

4.3.7 Subject to law and policy on the matter, the stalls / outlets of licensee may also be inspected by the authority assigned by client. In case of any discrepancy, the licensee undertakes to indemnify the Client and further undertakes to satisfy its legal obligation at its own cost and risk.

4.4 RIGHTS & OBLIGATIONS OF THE LICENSEE

4.4.1 Upon the signing and execution of the Agreement, the Licensee shall be entitled instantly on Exclusive Basis for sale of their products on P.R. network and start its operations under this Agreement within 30 days and shall continue to do so for the entire tenure of this Agreement. Such operation shall be conducted at all times throughout PR network. The Concerned Divisional Superintendents and Commercial Branch of Pakistan Railways will monitor and ensure the implementation and execution of the agreement.

4.4.2 Fees and Dues:

(i) **Annual Fixed Franchise Licensing Fee:** The Licensee shall also pay to REDAMCO. an annual franchise licensing fee in advance on the date of signing of this Agreement which in addition to the amounts due on account of all applicable taxes including advance tax and sales tax on the prescribed rates under the relevant laws i.e. Annual franchise **licensing fee (Exclusive of Taxes)**. Each

succeeding annual payment would be increased by an annual increase of **10% on compound rate**.

(ii) All payments due towards REDAMCO by the Licensee under the Agreement shall be made through demand drafts or pay orders showing Railways Estate Development & marketing Company as the account payee:

4.4.3 Products & Trademarks

(i) The current brand-line of the products to be supplied by Licensee shall include their products in their packaging as Licensee may in future manufacture and sell under the authority of Licensee with permission of REDAMCO

(ii) REDAMCO recognizes and acknowledges the validity of the Trademarks and the authorized use thereof by Licensee.

(iii) REDAMCO may consider to offer promotional activities on sharing basis. The Licensee shall not be permitted any space for advertisement except with the prior approval of the client after payment of certain cost.

4.5 ORDERS & EQUIPMENT

4.5.1 Sales under this Agreement shall be carried out in the form of Direct Store Delivery, whereby Licensee's sales force or its authorized distributors shall regularly visit the PR Network and Outlets to provide the Carbonated Soft Drinks products in accordance with their individual requirements. The PR Network and Outlet's Operators at each of the Outlets shall sign the order forms before any delivery of the products **("Orders")**. All Orders shall be placed with Licensee or its authorized distributor in whose Territory (as determined and notified by Licensee to the Railway Administration) such Outlet is located, specifying the quantities of the Products required by the ordering Outlet. Any accident that may occur due to such equipment, it shall be responsibility of licensee to make good such loss to P.R. and / or to any third party.

4.5.2 During the Term, the Licensee may place at the Outlets, at no cost, chilling equipment or products racks, as the case may be, for use at the Outlets in respect of the products only. All chilling equipment and racks are hereinafter referred to as "**Equipment**". Any accident that may occur due to such equipment, it shall be responsibility of the Licensee to make good such loss to Pakistan Railways / Client and or any third party.

4.5.3 Railway Administration hereby agrees to facilitate subject to Railways laws / policies;

The signing by the Outlets' Operators, a "Standard Equipment Placement Agreement" provided by Licensee and any other related documents required by Licensee evidencing ownership and placement of such Equipment and the terms and conditions subject to which the Equipment may be used by the Outlets' Operators, as the case may be.

4.5.4 The Equipment shall not be removed from the Outlets by the Operators without Licensee's prior written consent and Railway Administration shall

extend its full cooperation to ensure compliance of the same at all times; Licensee will enter into individual agreements with Outlets, if needed.

4.5.5 All terms & conditions relating to the sale of Products and maintenance, safety, security and operation of the equipment shall be agreed upon between the Outlets' Operators and Licensee, as per standards. Railway Administration shall oversee/monitor compliance of such agreements by the Operators.

4.5.6 Licensee may, under certain terms, provide outlets with maintenance and repair services for the Equipment. All service of the Equipment shall be provided during Outlets' normal business hours within a reasonable time from the date of the request for service. Licensee will not be obliged to provide services hereunder during which it is prevented from doing so due to strikes, civil disturbances or other causes beyond the control of the Licensee.

4.5.7 After obtaining prior written approval of the client, Licensee may build Kiosks (56 Sqft under the shed) and standalone models and carts on the platform of the stations (Initially the Licensee may build Kiosks at different Railway stations with permission of concerned Divisional Superintendents. For all such Licensee owned Kiosks, rent shall be paid separately as fixed by Railway Divisional Administration for such places.

4.5.8 PR shall arrange electricity connection for Licensee Kiosks/stalls on the platforms. Licensee/Authorized Vendor shall bear the costs associated with the installation of these connections including the price of the electricity measuring meters, and shall pay monthly electricity charges punctually in accordance with prevailing electricity tariff of the respective utility. In case of default, the licensee shall be responsible and Refundable Security (Performance Guarantee) shall be utilized by the Client against the payable outstanding amount of the licensee.

4.6 PAYMENT OF PRODUCTS

4.6.1 PR network and outlets' operators shall place orders for the supply of products and required equipment shall be provided by the Licensee and for all purposes shall remain the property of Licensee and the operators shall be required to take due care of the same.

4.7 STANDARD OF PERFORMANCE

The Licensee shall perform the Services and carry out his obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Licensee 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.

4.8 COMPLIANCE WITH STATUTES, REGULATIONS

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

(i) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Services and the remedying of any defects therein, and

(ii) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Services, and the Licensee shall keep the Client indemnified against all penalties and liability of every kind for breach of any such provisions.

4.9 SAFETY PRECAUTIONS

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

4.10 FAIRNESS AND GOOD FAITH

Good Faith

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

SECTION 5:

i. 5.1 STANDARD FORMAT OF CONTRACT AGREEMENT FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____(month) 20____ between The President of Islamic Republic of Pakistan through its authorized officer Managing Director/CEO**,REDAMCO Ministry of Railways** (hereafter called the "Client") of the one part and M/S _____ (hereafter called the "Licensee") of the other part.

WEHREAS the Client is desirous for the commercialization of its non-core business areas through public private participation.

NOW this Agreement witnesseth as follows:

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

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

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

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

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

Signature of the Licensee
(Seal)

Signature of the Client
(Seal)

Signed, Sealed and Delivered in the presence of

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

Section-5.2

TECHNICAL EVALUATION CRITERIA

S. No.	TECHNICAL GROUNDS	Remarks	Comply or Not
1	Valid & Active Income Tax Registration Number		
2	Bid Security is Attached		
3	Power of Attorney for Representative (If Any)		
4	Affidavit for Correctness of Information, Non Black-listing (PKR 1200)		

5.3 FINANCIAL BID FORM FOR EXCLUSIVE SELLING RIGHTS FOR THREE YEARS ON PAKISTAN RAILWAY NETWORK

[Bidder's Letterhead]

Invitation for Bid Reference No: Date:

For Category _____(03 years).

Sr.	Description	Quoted Amount** (Rs.)
1.	**Annual Rent Offered**	Rs. (in figures)
		Rs. (in words)

i. The Evaluation shall be carried out on category wise.
ii. The contract will be awarded to the eligible/qualified and **highest financial bidder.**
iii. Rates must be exclusive of all applicable taxes, duties and charges etc.
iv. Overwriting, cutting, or using fluid corrects in unit rates, as well as submitting incomplete or partially filled bids, will result in automatic rejection of the bid.
v. If a bidder, bid below than Estimated Cost, he will be treated as technically dis-qualified.

For and on behalf of:
(Name of the Applicant/ Company)

COMPANY SEAL

_____
(Name of person signing)

Designation: _____
Contact number: _____
Address: _____

Section 5.4 CRITERIA/CHECK LIST FOR RESPONSIVENESS OF BIDS:

S.No	CRITERION/CHECK LIST	Yes	No
1.	Valid & Active Income Tax Registration Number		
2.	Bid is properly signed by an authorized person		
3.	Bid Security attached		
4.	Bid Validity according to the Tender Document		
5.	Complete information of firm		
6.	Affidavit for Correctness of Information, Non Black-listing (PKR 1200)		
7.	Power of Attorney for Representative (If Any)		