

GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
MINISTRY OF RAILWAYS



REQUEST FOR PROPOSAL (RFP)

CONSULTANCY SERVICES

FOR

**Establishment of Safety & Business Regulators under a
Regulatory Authority Framework
(Including implementation)**

January 2021

**Director Establishment
Ministry of Railways
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Pak Secretariat, Islamabad.
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Section 1: Invitation for RFP

No.....

Date:

SUB: REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT OF SAFETY & BUSINESS REGULATORS UNDER A REGULATORY AUTHORITY FRAMEWORK (INCLUDING IMPLEMENTATION)

1. Director Establishment, Ministry of Railways, invites Technical & Financial proposal from to provide the consultancy services for the following assignment:

“Consultancy Services for Establishment of Safety and Business Regulators under a Regulatory Authority Framework (Including implementation)”

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: General Information

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

4. The Consultant can be Single Entity or Joint Venture of national and international firms.
5. It is mandatory for proposals to be prepared using Standard Forms of RFP. Any proposal not prepared according to the prescribed format may be rejected. If any information required in the Forms is found missing or written elsewhere, no credit will be given in the evaluation of the relevant section.
6. The Consulting firms / JVs should submit details of **Five (5)** of their most relevant projects of “Similar Assignments” for Technical evaluation using the prescribed format. Assignments given beyond the given number will not be considered.
7. CVs of Key personnel’s corresponding to the list given in Data Sheet should provide detail of **Five (5)** projects done by each individual in the past. The requirement for Similar Assignments is for the purpose of comparison of the projects completed by the Consulting firms / Joint Ventures.
8. The proposal is liable to be rejected, if the firm / JV makes any false or misleading statement in the proposal (s).
9. A pre-proposal conference shall be held on **27th January, 2021** at **11.00 hours** at the address mentioned in Data Sheet, which prospective Consultants may attend. Any further information can be obtained from the undersigned during office hours.

10. The Technical & Financial proposals are to be submitted in separate sealed envelopes at

following address not later than **16th February, 2021 till 13:30 Hrs.**

11. Technical Proposals will be opened publicly at undermentioned address on the last date of submission at **14.00 hours** in the presence of Consultant's representatives, who may choose to attend. 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.

Director Establishment

Ministry of Railways

Room # 339, 3rd Floor, Block-D,

Pak Secretariat, Islamabad.

Ph: 051-9203068 Fax: 051-9208846

General Information

The Consultants / Joint Ventures are required to provide the following information which is necessary for further processing:

1. Applied as Single Entity or Joint Venture, please specify.
2. In case of Single Entity, specify the name of Firm and provide the information as per prescribed Form **General-1** attached.
3. In case of Joint Venture, provide the following information besides detail as prescribed in attached Form **General-1** for all Joint Venture and Consortium partners.

S.No	Name of JV Partners	%age share proposed for this assignment
1	Lead Partner	
2	Partner No.1	
3	Partner No.2	

4. The Consultant or Joint Venture or Consortium 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**
5. The Consultant or Joint Venture or Consortium are required to provide Certificate / Affidavit that their firm is not blacklisted by any Government Department / Authority.
6. For local firms, National Income Tax number (NTN) and for foreign firms, Tax Registration Number of parent country is required. In case of Joint Venture provide NTN / Tax Registration Number of parent country for all partners. (Attach copies of valid tax registration).
7. The Consultant or Joint Venture or Consortium is required to provide last three years audited reports of accounts of their firms.
8. The Consultant or Joint Venture is required to provide Power of Attorney to sign the proposal.
9. The Joint Venture is required to provide JV Agreement or MOU between the partners for this Assignment.

Form General-1: Basic Information

1. Name of Firm.
2. Office address in Pakistan.
3. Office address overseas (if applicable).
4. Organization Chart.
5. Telephone & Fax
6. e-mail
7. Contact person
8. Place of incorporation / registration of firm
9. Year of incorporation / registration of firm
10. Country of origin (if other than Pakistan)
11. Type of organization, whether Partnership / Sole Proprietorship / Public Limited Company / Private Limited Company (Attach copy of Memorandum of Article, Memorandum of Association and Registration certificate with Security Exchange or Registrar of Firm).

Note:

In case of Joint Venture above information should be provided for all partners.

Form General-2 - Litigation History

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

A separate sheet should be used for each partner of Joint Venture or individual Consultant.

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. “Employer” means Ministry of Railways acting through Director Establishment, Ministry of Railways, Islamabad.
- 2.1.3. “Consultant” means any Entity or Firm or Joint Venture (JV) of firms that may provide the services for this Assignment to the Employer under the Agreement. The Consultant can be Single Entity or Joint Venture of national and international firms.
- 2.1.4. “Agreement” means the Agreement signed between the Employer and the Consultant and all the attached documents.
- 2.1.5. “Data Sheet” means such part of the Instructions to Consultant as 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 Proposal.
- 2.1.8. “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant to perform the services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; ‘Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- 2.1.9. “Assignment” or “Project” means consultancy services for ‘Establishment of Safety and Business Regulators under a Regulatory Authority Framework (Including implementation)’.
- 2.1.10. “Proposal” means the Technical Proposal and the Financial Proposal.
- 2.1.11. “RFP” means the Request for Proposal issued by the Employer for the selection of Consultant.
- 2.1.12. “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- 2.1.13. “Sub-Consultant” means any person or entity with whom the Consultant enters into sub-agreement(s) for any part of the Services.
- 2.1.14. “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 Employer & the

Consultant and expected results, deliverables of the assignment.

- 2.1.15. “Similar Assignment” means Assignment of Safety Regulator or Business Regulator or Governance Structure or HR Reforms in Pakistan or abroad for public or private sector organization.

2.2. Introduction

- 2.2.1. The Employer named in the Data Sheet will select a Consulting firm or Joint Venture (the Consultant) in accordance with the method of selection specified in the Data Sheet. The Consultant can be Single entity or Joint Venture of national or international firms.
- 2.2.2. The Consultants are invited to submit a Technical Proposal and Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The proposal will be the basis for agreement negotiations and ultimately for a signed agreement with the selected Consultant.
- 2.2.3. Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference as per schedule specified in Data Sheet.
- 2.2.4. The Consultant should contact the Employer’s representative named in the Data Sheet to obtain information regarding the assignment. Consultant should ensure the official is informed well-ahead of time in case they wish to visit the Employer.
- 2.2.5. The Consultants shall bear all the costs associated with the preparation and submission of their proposals. The Employer 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.
- 2.2.6. Subject to the availability of any information, the Consultant may require such information and data from the Employer for performance of technical, financial and legal due diligence. Provided further that provision of any such data or information shall not mean that Consultant should entirely rely on that data and information, they need to conduct their independent due diligence, and submission of the proposal shall mean that the Consultants have conducted their own due diligence, at their own risk and cost, while submitting the Proposal in response to this RFP. The Employer shall not take any responsibility as to the authenticity or correctness of such data or information in any manner whatsoever.

2.3. Conflict of Interest

- 2.3.1. Government of Pakistan policy requires that Consultant provide professional, objective, and impartial advice and at all times hold the

Employer's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for their future business.

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

2.5. Conflicting Assignments

- 2.5.1. A Consultant (including its personnel and Sub-Consultant) 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 Employer. 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 an Employer in the privatization of public assets shall neither purchase, nor advice purchasers of such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for this assignment.

2.6. Conflicting Relationships

- 2.6.1. A Consultant (including its personnel and Sub-Consultant) having business or family relationship with a member of the Employer'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 Employer throughout the selection process and the execution of the agreement.
- 2.6.2. The Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, 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 the agreement.
- 2.6.3. No agency (except subsidiaries of Pakistan Railways) or current

employees of the Employer shall work as Consultant under their own Ministries, Departments or Agencies. Recruiting former government employees of the Employer to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any 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 Employer by the Consultant as part of his Technical Proposal.

2.7. Unfair Advantage

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

2.8. Fraud and Corruption

2.8.1. Employer requires that Consultants participating in the Assignment to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Employer:

- (1) 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 Employer, designed to establish prices at artificial, noncompetitive levels;
 - (iv.) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.
- (2) 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;
- (3) will sanction 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; and

- (4) 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.
- (5) Consultant, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with the above. Furthermore, the Consultant shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of agreement.

2.9. Only one Proposal

- 2.9.1. Any alternative proposal, such as one by a firm in sole capacity and another in Joint Venture with another firm, or as a part of two or more Joint Ventures for the same package, will be summarily rejected. In such an event, all the proposals submitted by such Firm and its Joint Venture shall be rejected.

2.10. Proposal Validity

- 2.10.1. The Data Sheet indicates how long Consultant Proposals must remain valid after the submission date. During this period, Consultant shall maintain the availability of Professional staff nominated in the Proposal. The Employer will make its best effort to complete the evaluation within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal. Consultants, who do 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 Employer's address indicated in the Data Sheet. The Employer will respond in writing or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer 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:

- 2.11.2. At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.12. Preparation of Proposal

- 2.12.1. The Proposal, as well as all related correspondences exchanged by the Consultant and the Employer, shall be written in the language (s) specified in the Data Sheet.
- 2.12.2. In preparing Proposal, Consultants 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 (1) to (6) using the attached Standard Forms (Section 3).

- (1) A brief description of the Consultant organization and an outline of recent experience of the Consultant (each partner in case of Joint Venture or Consortium) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, agreement amount and Consultant involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Employer as a firm or as one of the major firms within a Joint Venture or Consortium. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant or that of the Consultant associates, but can be claimed by the Professional staff themselves in their CVs. Consultant should be prepared to substantiate the claim of experience if so, requested by the Employer.
- (2) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; (TECH-3 of Section 3).
- (3) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach & methodology, work plan and organization & staffing schedule. Guidance on the content of this section of the Technical Proposal is provided under Form TECH-4 of Section 3.
- (4) 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-5 of Section 3).

- (5) CVs of the Professional staff needs to have been recently signed by them with date in blue indelible ink and countersigned by the authorized official of the Consultant. Photo copy or unsigned or countersigned CVs shall be rejected (Form TECH-6 of Section-3). Also provide computerized National Identity Card numbers of Professional staff (if local) or Passport numbers (if foreign).
- (6) Estimates of the staff input needed to carry out the assignment (Form TECH-7 of Section 3). The staff months input should be indicated separately for home office and field activities.

2.13.2. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall 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 Consultancy Services Fee

2.15.1. The payment shall be made in accordance with Payment Schedule stated in the RFP.

2.15.2. Retention Money will be deducted @5% from each deliverable payments. Retention Money will be returned after six months of completion of the Assignment.

2.15.3. The Employer shall make all payments to the Consultant in Pak Rupees. However, the Employer shall have no objection and shall facilitate the remittance in foreign currency of the remuneration of the foreign partner to the extent of services rendered by foreign partner with regard to this assignment.

2.16. Taxes

2.16.1. The Consultant shall be subjected to local taxes on amounts payable by the Employer under the Agreement. The Employer will state in the Data Sheet if the Consultant is subject to payment of any taxes. Payment of all taxes shall be the responsibility of the Consultant.

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 as necessary to correct errors made by the Consultant themselves. 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.

2.17.2. An authorized representative of the Consultant shall initial all pages of 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".

- 2.17.3. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the address referred to in Data Sheet and 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.
- 2.17.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" 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 Employer 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.
- 2.17.5. The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension granted thereof. Any proposal received by the Employer after the deadline for submission shall be returned unopened.
- 2.17.6. The Employer shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

2.18. Proposal Evaluation

- 2.18.1. From the time the Proposals are opened to the time the agreement is awarded, the Consultant should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant to influence the Employer 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 Proposal 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 Employer shall notify the result of technical evaluation in writing to all participants by clearly mentioning their secured marks. The Employer will notify the date, time and location for opening the Financial Proposal. Consultants' attendance at the opening of Financial Proposal is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.
- 2.20.2. Financial Proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have 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 words and figures, the former 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.
- 2.20.5. The announcement of financial results shall not mean the award of assignment unless so declared by the Employer after due deliberations, in-house detailed evaluations keeping in view of QCBS modality and obtaining subsequent approvals required for this purpose.

2.21. Technical Negotiations

- 2.21.1. Technical negotiations (if deemed necessary) will be held with the successful Consultant (after the issuance of Acceptance Letter) 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 Employer 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.

2.21.3. Technical negotiations will include a discussion of the Technical proposal, the proposed technical approach and methodology, work plan, organization and staffing. The Employer and the Consultant will finalize staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the agreement as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

2.22. Availability of Professional Staff / Experts

2.22.1. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate an agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Employer will require assurance that the Professional staff will be actually available. The Employer will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

2.23. Conclusion of the Negotiations.

2.23.1. Negotiations will conclude with a review of the draft agreement. To complete negotiations the Employer and the Consultant will initial the agreed agreement. If negotiations fail, the Employer will invite the Consultant whose Proposal received the second highest score to negotiate an agreement.

2.24. Award of Agreement

2.24.1. After completing negotiations, the Employer shall award the agreement to the selected Consultant. The agreement will be executed based on Standard Format of Pakistan Engineering Council (PEC) for large projects (Lump Sum Based).

2.25. Confidentiality

- 2.25.1. 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 subjected to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.

2.26. Integrity Pact

- 2.26.1. The successful Consultant shall sign and stamp the Integrity Pact, as per Standard Format of Pakistan Engineering Council (PEC), in case contract value exceeds Pak Rs.10.000 Million.

2.27. Time for Completion

- 2.27.1. Time for completion of the Assignment shall be as specified in the Data Sheet.
- 2.27.2. Mobilization Period, after signing of agreement shall be as specified in the Data Sheet.

Instructions to Consultants

Paragraph Reference	DATA SHEET
2.2.1	<p><u>Name of the Employer:</u> Director Establishment Ministry of Railways Room # 339, 3rd Floor, Block-D, Pak Secretariat, Islamabad.</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 2010.</p>
2.2.2	<p><u>Name of the assignment is:</u> “Consultancy Services for Establishment of Safety and Business Regulators under a Regulatory Authority Framework (Including implementation).”</p> <p>Financial Proposal to be submitted together with Technical Proposal, however, both should be in separate sealed envelopes, clearly marked with name of Assignment and Firm.</p>
2.2.3	<p>Pre-proposal conference shall be held as per following schedule:</p> <p>Venue: Conference Room of Ministry of Railways 3rd Floor, Block-D, Pak Secretariat, Islamabad</p> <p>Date 27th January, 2021</p> <p>Time 11:00 Hrs</p>
2.2.4	<p>Employer’s Representative Director Establishment Ministry of Railways Room # 339, 3rd Floor, Block-D, Pak Secretariat, Islamabad Ph: 051-9203068</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 (7) days before the submission date.
2.12.1	Proposals shall be submitted in the following language: English.
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

Paragraph Reference	DATA SHEET
	Proposal
2.17.3	Consultant must submit one (1) original and two (2) copies of the Technical Proposal and the original of the Financial Proposal.
2.17.5	<p>The Proposal submission address is: Director Establishment Ministry of Railways Room # 339, 3rd Floor, Block-D, Pak Secretariat, Islamabad</p> <p>Proposals must be submitted not later than the following date and time: On or before 16th February, 2021 not later than 13:30 Hrs</p>
2.29	<p>TIME FOR COMPLETION OF ASSIGNMENT</p> <p>2.29.1 Mobilization Period, after signing of Agreement shall be fifteen (15) days.</p> <p>2.29.3 Tentative completion period is two years, however, the Consultant can propose different time period in the methodology with sound justification. However, completion period shall be firmed up during agreement negotiation with successful Consultant.</p> <p>2.29.4 Successful Consultant shall also shall be required to provide breakdown of completion period in the Inception Report indicating time required for each deliverable.</p>
2.19.1	Evaluation Criteria, separately for firms / JVs and GoIC has been stated in Appendix-I to Data Sheet
2.20.4	<p>Technical = 80% Financial = 20%</p> <p>The formula for determining the financial scores is as under: $S_f = 100 \times F_m / F$ S_f = The financial score F_m = The lowest price F = The price of the proposal under consideration.</p>
2.21.1	<p>Address for Technical negotiations: Director Establishment Ministry of Railways Room # 339, 3rd Floor, Block-D, Pak Secretariat, Islamabad</p>

A. Evaluation Criteria for Firms or JVs

(i.) Company Profile:	40%
(ii.) Assignment Team:	40%
(iii.) Approach & Methodology:	20%

Distribution of Points

(i.) Company Profile:	[100]
(a) Number of Similar Assignments	[60]
(b) Organizational structure	[20]
(c) Financial Capability	[20]
Total =	A1
(ii.) Assignment Team:	[100]
(1) Railway Safety Expert (Team Leader)	[20]
(2) Governance Structure Expert	[15]
(3) Business / Commercial Expert	[15]
(4) Railway Track Expert	[10]
(5) Rolling Stock Expert	[10]
(6) Train Operation Expert	[10]
(7) Railway Signaling Expert	[10]
(8) Legal Expert	[05]
(9) IT Expert	[05]
Total =	A2
iii) Approach & Methodology:	[100]
a) Understanding & Innovativeness	[40]
b) Methodology & Work plan	[60]
Total =	A3

$$\text{Technical Score} = \frac{A_1[40]}{100} + \frac{A_2[40]}{100} + \frac{A_3[20]}{100}$$

The minimum technical score (St) required to pass is: **70** Marks

A-1 Mandatory Requirements

1. Firms / JVs must have completed minimum two (02) Similar Assignments. Firms / JVs not fulfilling said requirement shall be disqualified.
2. Railway Safety Expert (Team Leader) is mandatory. If professional proposed as Railway Safety Expert secure zero marks, the proposal of said Firm / JV shall be disqualified.

A-2 Other Requirements

1. If any professional secure zero marks (except Railway Safety Expert), the Firm / JV, in case declared successful, shall replace such professional meeting the minimum requirement after issuance of Letter of Acceptance and prior to signing of Consultancy Agreement.
2. In case Firm / JV fails to replace the professional within 15 days (or any time extended by the Client) the Letter of Acceptance issued to Firm / JV shall be withdrawn and Client shall be at liberty to award the Contract to next ranked Firm / JV.

Details of Evaluation Criteria**A. Company Profile (100 Marks)****(a) Number of Similar Assignments (60 Marks)**

1. Similar Assignment means Assignment of Safety Regulator or Commercial Regulator or Governance Structure or HR Reforms in Pakistan or abroad for public or private sector organization.
2. Five Similar Assignments shall be evaluated as under:
 - (i) Two (02) Similar Assignments = 55%
 - (ii) 3rd Similar Assignments = 10%
 - (iii) 4th Similar Assignments = 10%
 - (iv) 5th Similar Assignments = 10%
 - (v) In case of any Railway Safety related Similar Assignment = 15%

(b) Organizational structure (10 Marks)

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

(c) Financial Capabilities (10 Marks)

Annual Turnover (Pak Rs in Million), average of last three financial years shall be considered.

More than or equal to 300	=100%
More than or equal to 200 but <300	=80%
More than or equal to 100 but <200	=60%
More than or equal to 50 but <100	=40%
Less than 50	=20%

In case of Joint Venture, average of last three years of each partner will be summed up for evaluation.

B. Assignment Team (100 Marks)

For minimum qualification and experience of assignment team, refer to Appendix-II to Data Sheet. Each member of the proposed team will be evaluated on the following criteria:

a. Education (40%)

- (1) For Railway Safety Expert (Team Leader)

Qualifying Minimum Qualification = 70%
 For relevant higher qualification = 80%
 For specialization of Railway Safety = 20% will be added

- (2) For Governance Structure Expert

Qualifying Minimum Qualification = 90%
 For relevant higher qualification or additional certification = 100%

- (3) For Business / Commercial Expert

Qualifying Minimum Qualification = 90%
 For relevant higher qualification = 100%

(4) For Railway Track Expert

Qualifying Minimum Qualification = 90%
For relevant higher qualification = 100%

(5) For Rolling Stock Expert

Qualifying Minimum Qualification = 90%
For relevant higher qualification = 100%

(6) For Train Operation Expert

Qualifying Minimum Qualification = 90%
For relevant higher qualification = 100%

(7) For Railway Signaling Expert

Qualifying Minimum Qualification = 90%
For relevant higher qualification = 100%

(8) For Legal Expert

Qualifying Minimum Qualification = 90%
For relevant higher qualification = 100%

(9) For IT Expert

Qualifying Minimum Qualification = 80%
For relevant higher qualification = 100%

b. Overall Experience of Professionals (30%)

1. For Railway Safety Expert (Team Leader)

25 years or more= 100%
20 to <25 years = 80%
Less than 20 years Staff will not be considered for evaluation

2. For Governance Structure Expert

25 years or more= 100%
20 to <25 years = 80%
Less than 20 years Staff will not be considered for evaluation

3. For Business / Commercial Expert

25 years or more= 80%
20 to <25 years = 70%
Less than 20 years Staff will not be considered for evaluation
Experience (min 2 years) of railway related business / commercial = 20% will be added

4. For Railway Track Expert

25 years or more= 80%
20 to <25 years = 70%
Less than 20 years Staff will not be considered for evaluation
Experience (min 2 years) of railway safety related assignments = 20% will be added

5. For Rolling Stock Expert

25 years or more= 80%
20 to <25 years = 70%
Less than 20 years Staff will not be considered for evaluation

Experience (min 2 years) of railway safety related assignments = 20% will be added

6. For Train Operation Expert

25 years or more= 80%

20 to <25 years = 70%

Less than 20 years Staff will not be considered for evaluation

Experience (min 2 years) of railway safety related assignments = 20% will be added

7. For Railway Signaling Expert

25 years or more= 100%

20 to <25 years = 80%

Less than 20 years Staff will not be considered for evaluation

8. For Legal Expert

20 years or more= 100%

15 to <20 years= 80%

Less than 15 years Staff will not be considered for evaluation

9. For IT Expert

Fifteen years or more= 100%

10 to <15 years= 80%

Less than 10 years Staff will not be considered for evaluation

c. No. of assignments completed by Professional (30%)

1. For Railway Safety Expert (Team Leader)

One Assignment = 60%

Two Assignments = 70%

Three Assignments = 80%

Four Assignments = 90%

Five or more Assignments = 100%

2. For Governance Structure Expert

One Assignment = 40%

Two Assignments = 50%

Three Assignments = 60%

Four Assignments = 70%

Five or more Assignments = 80%

In case of having one assignment of developing railways Governance Structure = 20% marks shall be added

3. For Business / Commercial Expert

One Assignment = 60%

Two Assignments = 70%

Three Assignments = 80%

Four Assignments = 90%

Five or more Assignments = 100%

4. For Railway Track Expert

One Assignment = 60%

Two Assignments = 70%

Three Assignments = 80%

Four Assignments = 90%

Five or more Assignments = 100%

5. For Rolling Stock Expert
 - One Assignment = 60%
 - Two Assignments = 70%
 - Three Assignments = 80%
 - Four Assignments = 90%
 - Five or more Assignments = 100%
6. For Train Operation Expert
 - One Assignment = 60%
 - Two Assignments = 70%
 - Three Assignments = 80%
 - Four Assignments = 90%
 - Five or more Assignments = 100%
7. For Railway Signaling Expert
 - One Assignment = 60%
 - Two Assignments = 70%
 - Three Assignments = 80%
 - Four Assignments = 90%
 - Five or more Assignments = 100%
8. For Legal Expert
 - One Assignment = 60%
 - Two Assignments = 70%
 - Three Assignments = 80%
 - Four Assignments = 90%
 - Five or more Assignments = 100%
9. For IT Expert
 - One Assignment = 60%
 - Two Assignments = 70%
 - Three Assignments = 80%
 - Four Assignments = 90%
 - Five or more Assignments = 100%

Similar Assignment has been defined under definitions for the purpose of comparison of the assignments / projects completed by the Consulting firm / Joint Venture. For various professional, similar assignment or relevant experience shall be as per their respective field of specialization unless otherwise specified any specific requirement for any professional.

C. Approach & Methodology

Methodology submitted by Consultants will be analyzed by evaluating team in accordance with criteria stated above and graded 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) Understanding & Innovativeness

- i) What is the depth of the firm's understanding of the requirements and objectives of the assignment in question?
- ii) What is the quality of the improvements to the TOR suggested by the consultant to improve the outcome of the assignment?
- iii) 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?

b) Methodology & Work Plan

- 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) How developed is the Work Breakdown Structure (WBS) for the assignment?
- iii) How suitable is the Work Plan (staffing schedule): is the resource utilization sufficient and practical?

Appendix-II to Data Sheet

Minimum Qualification and Experience required for each position in Project Team for Firms / JVs

The Professional's having less education and less experience than minimum specified below shall not be considered.

Sr. No.	Position	Minimum Qualification & Experience
1	Railway Safety Expert (Team Leader)	(a) Bachelor of Engineering or Safety related university degree. (b) 20 years' overall experience. (c) At least 10 years' experience as Railway Safety Engineer / Inspector / Regulator or in preparation of Safety codes / Modules / safety related assignments. (d) In case of specialization related to railway safety, additional marks shall be awarded as stated in evaluation criteria.
2	Governance Structure Expert	(a) MBA or Masters in Management or Bachelor of Engineering or Master of Organizational Behavior, Master of Public Policy / Administration (MPP/MPA) or MSc Organizational Development & Leadership or CPA or CFA. (b) 20 years' overall experience (c) At least 10 years' experience for assignments related to governance structures of organizations. (d) In case of having one assignment of developing railways Governance Structure additional marks shall be awarded as stated in evaluation criteria.
3	Business / Commercial Expert	(a) MBA or Masters in Management or Masters in Marketing. (b) 20 years' overall experience (c) At least 10 years' post qualifications experience for business / commercial related assignments. (d) In case of having railway related business / commercial experience (min 2 years), additional marks will be awarded as stated in evaluation criteria.
4	Railway Track Expert	(a) Bachelor of Civil Engineering or Bachelor of Railway Engineering. (b) 20 years' overall experience (c) At least 15 years' experience in Railway track related assignments. (d) In case of having experience (min 2 years) of railway safety related assignments additional marks will be awarded as stated in evaluation criteria.
5	Rolling Stock Expert	(a) Bachelor of Mechanical Engineering. (b) 20 years' overall experience (c) At least 15 years' experience in operation and maintenance of rolling stock or designing of rolling stock.

		(d) In case of having experience (min 2 years) railway safety related assignments additional marks will be awarded as stated in evaluation criteria.
6	Train Operation Expert	(a) Bachelor or higher degree in Transportation Planning or Transportation Engineering or Retired Railway Officers of Traffic & Commercial Service Cadre of Pakistan Railways. (b) 20 years' overall experience (c) At least 15 years' experience in Railway train operation related assignments. (d) In case of having experience (min 2 years) railway safety related assignments, additional marks will be awarded as stated in evaluation criteria.
7	Railway Signaling Expert	(a) Bachelor of Electrical / Electronic / Signaling Engineering. (b) 20 years' overall experience (c) At least 15 years' experience in operation and maintenance of railway signaling system or design of railway signaling system.
8	Legal Expert	(a) LLB from a university recognized by the Higher Education Commission of Pakistan. (in case of LLM additional marks shall be awarded as stated in evaluation criteria). (b) Member of a high court bar association of Pakistan. (c) At least 15 years' professional legal experience in public or private sector with at least 10 years proven experience of legislative drafting preferable in public sector.
9	IT Expert	(a) BS Computer Science or BS IT or BS Software Engineering. (b) At least 10 years' post qualification experience in for private or Public sector organizations.

Note-1: Minimum qualification has been suggested for the guidance of the Consultants. However, Consultants 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.

Note-2: Similar Assignment has been defined under definitions for the purpose of comparison of the assignments / projects completed by the Consulting firm / Joint Venture. For various professional, similar assignment or relevant experience shall be as per their respective field of specialization unless otherwise specified any specific requirement for any professional.

Section 3: Technical Proposal – Standard Forms

Consultants are 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	Composition of Team to be deployed for this assignment and Task Assigned
TECH-6	Curriculum Vitae (CV) of Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Financial Capabilities (Only for Firms / JVs)

TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

(Please submit on Company's Letterhead)

To

Director Establishment
Ministry of Railways
Room # 339, 3rd Floor, Block-D,
Pak Secretariat, Islamabad

Subject: Consultancy Services for Establishment of Safety and Business Regulators under a Regulatory Authority Framework (Including implementation)

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services for the subject assignment 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 as Single Entity / Joint Ventures *[please specify with list of JV partners]*

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 undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

Please provide the following of your firm/entity and each associate / partner for this assignment

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

TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE
Project / Assignment No.1

B - Consultant’s Experience

[Using the format below, provide information of assignment for which your firm, and each associate / partner for this assignment, 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 the Project (in Pak Rs or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Employer:	
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the agreement (in Pak Rs or US\$):
Name of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project: (please specify the number of employees of the organization for which this assignment was carried out)	
Description of actual services provided by your staff within the assignment:	

NOTE: Only Five (05) assignments / projects (duly marked as No.1 to 5) shall be evaluated.

TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE
Project / Assignment No.2

B - Consultant’s Experience

[Using the format below, provide information of assignment for which your firm, and each associate / partner for this assignment, 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 the Project (in Pak Rs or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Employer:	
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the agreement (in Pak Rs or US\$):
Name of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project: (please specify the number of employees of the organization for which this assignment was carried out)	
Description of actual services provided by your staff within the assignment:	

NOTE: Only Five (05) assignments / projects (duly marked as No.1 to 5) shall be evaluated.

TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE
Project / Assignment No.3

B - Consultant’s Experience

[Using the format below, provide information of assignment for which your firm, and each associate / partner for this assignment, 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 the Project (in Pak Rs or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Employer:	
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the agreement (in Pak Rs or US\$):
Name of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project: (please specify the number of employees of the organization for which this assignment was carried out)	
Description of actual services provided by your staff within the assignment:	

NOTE: Only Five (05) assignments / projects (duly marked as No.1 to 5) shall be evaluated.

TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE
Project / Assignment No.4

B - Consultant’s Experience

[Using the format below, provide information of assignment for which your firm, and each associate / partner for this assignment, 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 the Project (in Pak Rs or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Employer:	
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the agreement (in Pak Rs or US\$):
Name of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project: (please specify the number of employees of the organization for which this assignment was carried out)	
Description of actual services provided by your staff within the assignment:	

NOTE: Only Five (05) assignments / projects (duly marked as No.1 to 5) shall be evaluated.

TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE
Project / Assignment No.5

B - Consultant’s Experience

[Using the format below, provide information of assignment for which your firm, and each associate / partner for this assignment, 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 the Project (in Pak Rs or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Employer:	
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the agreement (in Pak Rs or US\$):
Name of associated Consultants, if any:	Percentage of input provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project: (please specify the number of employees of the organization for which this assignment was carried out)	
Description of actual services provided by your staff within the assignment:	

NOTE: Only Five (05) assignments / projects (duly marked as No.1 to 5) shall be evaluated.

TECH-3: COMMENTS OR SUGGESTIONS ON THE TORs.

(The Employer is not bound to accept the suggestion 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).

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical proposal divided into the following three chapters:

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

a) Technical Approach and Methodology.

In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining 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.

b) Work Plan.

In this chapter, you should propose the main activities of the assignment, their content & duration, phasing & interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach & methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables, etc to be delivered as final output, should be included here.

c) Organization and Staffing.

In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, key expert responsible and proposed technical & support staff.

TECH-5: COMPOSITION OF PROFESSIONAL STAFF TEAM TO BE DEPLOYED FOR THIS ASSIGNMENT AND TASK ASSIGNED

Name of Staff	CNIC No./Passport	Firm	Area of Expertise	Position Assigned
For Foreign Professional Staff				
For Local Professional Staff				

TECH-6: CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated 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:** _____
5. **Nationality:** _____
6. **CNIC No** (if Pakistani): _____ **or Passport No:** _____
7. **Education :**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

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

9. **Other Training** [Indicate significant training since degrees under 6 - Education were obtained]:

10. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

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 capability to handle the tasks listed under point 11.]

- 1) Name of assignment or project: _____
 Year: _____
 Location: _____
 Employer: _____
 Main project features: _____
 Positions held: _____
 Activities performed: _____

<p>2) Name of assignment or project: _____ Year: _____ Location: _____ Employer: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>
<p>3) Name of assignment or project: _____ Year: _____ Location: _____ Employer: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>
<p>4) Name of assignment or project: _____ Year: _____ Location: _____ Employer: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>
<p>5) Name of assignment or project: _____ Year: _____ Location: _____ Employer: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>

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.

 Date:
Day/Month/Year
[Signature of staff member or authorized representative]
 Full name of authorized representative: _____

Note:

CVs need to have been recently signed by the Professional staff by them with date or any by the authorized official of the firm.

TECH-7: PROFESSIONAL STAFFING SCHEDULE

1. For Professional Staff the input should be indicated individually, for Support Staff it should be indicated by category (e.g: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Consultant's home office.

Year: 2020-21		Total staff-month input											Home	Field ³	Total		
No	Name of Staff	1 st Month	2 nd Month														
		For Foreign Professional Staff															
1		[Home]															
		[Field]															
2																	
3																	
For Local Professional Staff																	
1		[Home]															
		[Field]															
2																	
3																	

TECH-8: FINANCIAL CAPABILITIES

(Only for Firms / JVs)

1. Total Assets = (in Million Pak Rs or US\$)
2. Total Liabilities = (in Million Pak Rs or US\$)
3. Annual Turnover

For the year		
2017-18	2018-19	2019-20

For assessment purpose average turnover of last three years shall be considered for Joint Venture / Consortium. Average turnover will be summed up for evaluation.

(In case of Joint Venture / Consortium please provide above information for all partners and average annual turnover of firm having high value shall be considered)

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 Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs

FIN-1:FINANCIAL PROPOSAL SUBMISSION FORM

(Please submit on Company's Letterhead)

[Location, Date]

To

Director Establishment
Ministry of Railways
Room # 339, 3rd Floor, Block-D,
Pak Secretariat, Islamabad

Subject: Consultancy Services for Establishment of Safety and Business Regulators under a Regulatory Authority Framework (Including implementation)

Dear Sir,

We, the undersigned, offer to provide Consultancy services for the subject Assignment in accordance with your Request for Proposal and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*]. This amount is inclusive of all 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 commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FIN-2: SUMMARY OF COSTS

(Pak Rupees)

Item	Cost	
	In Figure	In Words
Establishment of Safety and Business Regulators under a Regulatory Authority Framework (Including implementation) (Total of FIN-3)		

Note:

- i. Cost of whole Assignment should be inclusive of all taxes, overheads and any other cost required to complete the assignment as per TOR.
- ii. Any tax imposed by the Government after submission date of RFP shall be paid separately to Consultant, in addition to accepted Financial Proposal

Authorized Signature of Consultant

FIN-3: BREAKDOWN OF COSTS

(Pak Rupees)

Item	Cost	
	In Figure	In Words
For Railway Regulatory Authority (RRA) having two independent wings (Safety Regulator & Business Regulator)		
for Safety Management System (SMS) of Pakistan Railways		
For implementation of Railway Regulatory Authority (RRA) having two independent wings (Safety Regulator & Business Regulator)		
For implementation of Safety Management System (SMS) of Pakistan Railways		
Grand Total		

Authorized Signature of Consultant

Section 5: TERMS OF REFERENCES (TORs)

FOR

**Establishment of Safety and Business Regulators under a
Regulatory Authority Framework (Including implementation)**

January, 2021

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Annex-1

1. Background

Internationally it is an established practice to regulate safety in railways through an independent regulator, which is neither part of railways administration nor controlled by the Railways. To ensure the improvement in safety index (accidents/ million train KMs) of Pakistan Railways (PR), it is essential to adopt standard procedures and principles. Internally, CEO/ Senior General Manager, Pakistan Railways whereas externally Federal Government Inspector of Railways (FGIR) ensures the implementation of safety regulations and standards. As per the existing provisions of the Railways Act 1890, the prime duties of the FGIR are to inspect the railways infrastructure, rolling stock, carry out inquiries into the major accidents and approvals for opening new lines for public. However, its not mandated with the required degree of autonomy and independent decision making being under the direct supervision of Ministry of Railways.

The independence of the safety regulator from the Railways and its administration will ensure the neutrality and will eliminate the conflict of interest. In Pakistan Railways, FGIR works as a safety regulator but it is attached with the Ministry of Railways for all administrative purposes. FGIR is posted through transfer from railways and may be posted back to Pakistan Railways. Most importantly, the FGIR in PR does not exercise the required degree of independence which should be the hallmark of an independent Safety Regulator. With the advent of Track Access Regime and participation of private sector to operate passenger and freight services in direct competition with existing PR, the need for an independent Business Regulator will also arise on the same pattern as that of a Safety Regulator.

2. Objectives

The services of a consultant are required to formulate, define and implement an independent Safety Regulator by clearly indicating the safety objectives and strategies and to set bench marks for proposed comprehensive safety regime in Pakistan Railways. Similarly the Consultant is also required to formulate an Independent Business Regulator to carry out a business audit regime to oversee the financial matters and disputes arising out of private train operation for both passenger and freight services.

Particularly in order to enhance the safety index and strengthen the safety regulation, there is a need to upgrade the existing safety paradigm of Pakistan Railways and introduce and

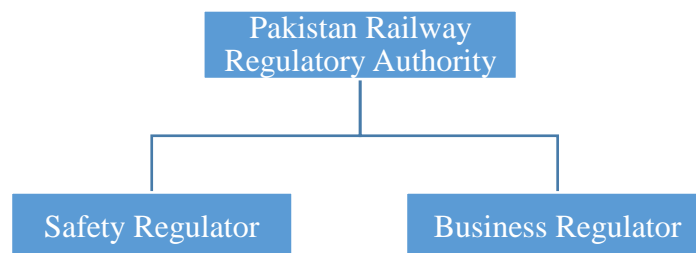
implement an independent, well-integrated and robust safety audit regime by formulating a complete system of Safety Regulator. The Safety Regulator will identify system failures and will provide a workable framework to enhance the overall safety of PR in accordance to the prevalent norms of leading railway systems of the world. Regarding the overall Safety Regime, the Consultant will provide for the establishment of a Railway Safety Regulator; to provide for its objects and functions and for the manner in which it is to be managed; to provide for its staff matters; to provide for safety standards and regulatory practices for the protection of persons, property and the environment; and to provide for matters connected therewith.

3. Scope of Services

The Consultant hired for this assignment will cover following areas in addition to all those parameters considered necessary by the Consultant to achieve the overarching objective of world class safety of the system and an independent business regulating mechanism to provide a level playing field to private sector coming for investment in railway sector. Scope of Services will comprise of two segments namely Safety Regulator and Business Regulator.

3.1. Pakistan Railway Regulatory Authority (PRRA)

Primarily, both Safety and Business Regulators will work under a Regulatory Authority named as “Safety & Business Regulatory Authority”. Consultant will be required to devise a complete structure, chain of command and system of working (SOPs) of the proposed Regulatory Authority in such a way that Safety and Business Regulators will perform their functions independently under the overarching umbrella of the said Regulatory Authority. The arrangement thus finalized will have the following hierarchical structure with well-defined principles, jurisdictions, chain of command, feedback channels, dispute resolution mechanism and complete set of roles and responsibilities of personnel representing each tier:



- (i) Develop and Implement a complete and independent model for a Regulatory Body having its own rules of business/act and a complete structure of employees, their job descriptions, responsibilities, chain of command and cadre rules covering in-service and post-retirement benefits.
- (ii) Provide all legal backing to the formation and functioning of envisaged Safety & Business Regulatory Authority and make all necessary changes to the existing laws and acts to that effect particularly Railway Regulatory Authority (RRA) Ordinance 2002.
- (iii) The Consultant shall prepare & submit necessary legal and administrative documents, papers, summaries etc. for seeking approval of the competent authority as per law & procedures by Ministry of Railways for approval from the competent forum.

3.1.1. Safety Regulator

Safety Regulator will work independently under the mandate of proposed Regulatory Authority which will provide the Regulator all legal basis and rationale to act as an independent body to maintain the envisaged safety standards under the proposed scheme of safety requirements. This will include but not limited to the revamping / up-gradation of existing FGIR office in such a way to complement the overall objectives of an independent Safety Regulator. The Consultant will provide solution to:

- (i.) Promote safe railway operations
- (ii.) Encourage the collaboration and participation of all stakeholders in improving railway safety
- (iii.) Recognise the prime responsibility and accountability of railway operators in ensuring the safety of railway operations
- (iv.) Facilitate a modern, flexible and efficient regulatory regime that ensures the continuing enhancement of safe railway operations
- (v.) Promote the harmonisation of the railway safety regime of Pakistan Railways with the objectives and requirements for safe railway operations

- (vi.) Further the achievement of such purpose by establishing a suitable regulatory institution

For the purpose of Safety Regulator, the Consultant will undertake following services:

- (i) Prepare a comprehensive system of Safety Regulator for Pakistan Railways in accordance to the international standards and world's best practices of rail safety. The Safety Regulator thus envisaged will maintain the highest standards of safety by maintaining the traditions, cultural norms and prevalent working pattern of Pakistan Railways.
- (ii) Prepare a workable proposal for implementation of a holistic & comprehensive safety regime in PR through an independent Safety Regulator. It shall be a D&I Consultancy (Development and Implementation Consultancy) service model. The proposal to be framed by the Consultant must cover Legal, Statutory, Administrative, Organizational and Financial areas and any other aspect considered important for the purpose of this assignment till its approval by the competent forum and veritable implementation.
- (iii) Consultant shall prepare altogether new Institutional & HR Structures for the Safety Regulator. It will necessarily include a comprehensive plan to revamp and merge the existing FGIR Directorate into the proposed Safety Regulator.
- (iv) The proposal to be prepared by the Consultant shall be based on comprehensive model encompassing all important areas of a robust and independent Safety Audit Regime, that shall perform all safety related duties simultaneously and independently for both PR and Private Train Operators in case of accidents, safety related matters and maintenance of required safety standards.
- (v) Propose a viable mechanism under which the Safety Regulator will perform a number of functions through various models like Compliance Model, Safety & Control Model and Accountability Model etc. The safety system will be IT based which will introduce an inbuilt cross-refencing to the performance and efficiency regarding the

safety parameters associated with each role or position occupied by the operational officers.

- (vi) Study the existing system of inspections and safety regime under present FGIR office in such a way to identify various gaps and propose workable changes to be regulated through the Safety Regulator. It will include a comprehensive research engaging all the stakeholders (internal & external) related to Railways in Pakistan through meetings, conferences and taking their appropriate input and the proposal (deliverable) must be an implementable and consensus document, which should be commensurate with the world's best practices implemented in large scale, modern and efficient Railways.
- (vii) Cover all aspects especially inspection & compliance implementation processes and Information Technology / Automation interventions including its training to staff through a New Model of Safety Regulator to ensure the accountability of the operational and maintenance officers/ officials of Pakistan Railways for enhanced safety index of train operation. Clearly defining the role of Safety Regulator for PR as well as JV/PPP business partners in passenger & freight operations with a well-defined implementation plan.
- (viii) Perform a gap analysis of the existing Institutional & Governance structure of present FGIR office for converting into an independent Safety Regulator and propose workable suggestions under the broader framework of Safety Regulator to improve, strengthen or redefine the existing structures with practical and implementable operational strategy.
- (ix) Keeping in view the independence of the Safety Regulator from rest of Pakistan Railways, the Consultant is required to design an independent cadre of the office of proposed Safety Regulator with appropriate representation of experts from Operations and Maintenance sectors of Pakistan Railways. The Consultant is also required to prepare multiple Organograms/working structures with multiple options of HR sources (direct recruitment, lateral entry, entry by transfer etc. at various levels with option for hiring specialists on contract basis as well). The various options of organizational structure so prepared will be

presented to Employer for selection of most appropriate model for Safety Regulator. Based on the finally approved model by the Employer, the Consultant will frame a comprehensive organizational structure including all roles and responsibilities of the middle and senior management level staff proposed in the approved model.

- (x) The Consultant is required to provide best remuneration model to attract and retain the suitable Human Resource keeping in view the market trends and job descriptions. The proposal should also contain the financial implications regarding the creation of such posts as per rules and policy of Government of Pakistan.
- (xi) The Consultant is required to prepare a complete set of service rules of the proposed Safety Regulator including clear job descriptions in accordance to the laws of Government of Pakistan. The module should also include the process of approvals from the relevant forums of the Government. This module should address following and any other requirement deemed appropriate to achieve the objective:
 - (a) Recruitment/ Selection/ Induction rules for the office of Safety Regulator
 - (b) Recruitment/ Selection/ Induction Committees; formation and powers
 - (c) Pay and allowances and other perks, and incentive/allowances etc.
 - (d) Seniority and Promotion rules for the office of Safety Regulator
 - (e) Job Descriptions/ responsibilities of middle and senior management of Safety Regulator.
 - (f) KPIs to measure the performance of the officers of Safety Regulator by the Regulatory Authority.
 - (g) Training needs assessment and design of training modules.
 - (h) Accountability and Performance Evaluation Report (PER) mechanism for the office of Safety Regulator.
 - (i) Post-retirement benefits.

- (xii) Prepare a plan for adequate representation of Safety Regulator in seven operating divisions of PR to oversee day to day safety related issues for a real time corrective mechanism.
- (xiii) Design an improved and effective geo-fenced inspection monitoring software, and compliance monitoring mechanism including compliance reporting through IT based software/dashboard managed by Safety Regulator which will be accessible to Secretary/Chairman, CEO/Sr.GM and Additional General Managers as well. Provide a comprehensive and interactive IT tool to implement a robust and real time safety mechanism at various levels through the Safety Regulator. The safety audit system proposed by the Consultant will monitor the safety regime of entire PR network under CEO / Sr. GM.
- (xiv) Safety regulator shall monitor the compliance of the safety framework issued by the Safety regulator itself for the officials of PR. Thus, Safety regulator shall audit/monitor the adequacy/completeness of the procedures so developed by PR under Safety Management System of PR and its compliance, respectively.
- (xv) The proposed safety regime should cover all aspects including Inspection & monitoring of “Compliance Implementation Processes” and Information Technology / Automation interventions to ensure the accountability of the operational and maintenance officers/ officials of Pakistan Railways for enhanced safety index with a clear and well-defined implementation plan including cost and time involved.

3.1.2. Business Regulator

Business Regulator will work independently under the mandate of proposed Regulatory Authority which will provide the Regulator all legal basis and rationale to act as an independent body to maintain the envisaged business discipline under the Track Access Regime for all private train operators in order to settle all sorts of business disputes. The Business Regulator will be an independent quasi-regulatory, quasi-judicial body that will help to ensure healthy competition between various rail operating companies.

The Consultant will provide solution to:

- (i.) A modern and efficient Business Regulatory regime that ensures the continuing enhancement of Business prospects.
- (ii.) Promote level playing field to all operators.
- (iii.) Curb the monopolistic tendencies among operators.
- (iv.) Oversee certain types of anti-competitive agreements, and deceptive market practices
- (v.) Encourage the collaboration and participation of all stakeholders in improving railway business.
- (vi.) Provide a comprehensive mechanism of dispute resolution among various stakeholders.

For the purpose of Business Regulator, the Consultant will undertake following services:

- (i) Prepare a comprehensive system of Business Regulator for Pakistan Railways in accordance to the international standards and world's best practices of rail business. The proposed Business Regulator thus envisaged will maintain the highest standards of business ethics by ensuring the business norms and prevalent rules and regulations.
- (ii) Prepare a workable proposal for implementation of a holistic & comprehensive Business Regulatory Regime in PR through an independent Business Regulator. It shall be a D&I Consultancy (Development and Implementation Consultancy) service model. The proposal to be framed by the Consultant must cover Legal, Statutory, Administrative, Organizational and Financial areas and any other aspect considered important for the purpose of this assignment till its approval by the competent forum and veritable implementation.
- (iii) Consultant shall prepare altogether new Institutional & HR Structures for the Business Regulator.
- (iv) The proposal to be prepared by the Consultant shall be based on comprehensive model encompassing all important areas of a robust and independent Business Regulatory Regime, that shall perform all

business related duties simultaneously and independently for both PR and Private Train Operators.

- (v) Propose a viable mechanism under which the Business Regulator will perform a number of functions through various models like Compliance Model and Accountability Model etc.
- (vi) For the purpose of establishing an independent Business Regulator the Consultant will study and analyze the present system of commercial management of Pakistan Railways and will incorporate relevant provisions of various rules & regulations and commercial manual into the proposed Business Regulator.
- (vii) Keeping in view the independence of the Business Regulator from rest of Pakistan Railways, the Consultant is required to design an independent cadre of the office of proposed Business Regulator with appropriate representation of experts from commercial cadre of Pakistan Railways. The Consultant is also required to prepare multiple Organograms/working structures with multiple options of HR sources (direct recruitment, lateral entry, entry by transfer etc. at various levels with option for hiring specialists on contract basis as well). The various options of organizational structure so prepared will be presented to Employer for selection of most appropriate model for Business Regulator. Based on the finally approved model by the Employer, the Consultant will frame a comprehensive organizational structure including all roles and responsibilities of the middle and senior management level staff proposed in the approved model.
- (viii) The Consultant is required to provide best remuneration model to attract and retain the suitable Human Resource keeping in view the market trends and job descriptions. The proposal should also contain the financial implications regarding the creation of such posts as per rules and policy of Government of Pakistan.
- (ix) The Consultant is required to prepare a complete set of service rules of the proposed Business Regulator including clear job descriptions in accordance to the laws of Government of Pakistan. The module should also include the process of approvals from the relevant forums of the

Government. This module should address following and any other requirement deemed appropriate to achieve the objective:

- (a) Recruitment/ Selection/ Induction rules for the office of Business Regulator.
- (b) Recruitment/ Selection/ Induction Committees; formation and powers.
- (c) Pay and allowances and other perks, and incentive/allowances etc.
- (d) Seniority and Promotion rules for the office of Business Regulator.
- (e) Job Descriptions/ responsibilities of middle and senior management of Business Regulator.
- (f) KPIs to measure the performance of the officers of Business Regulator by the Regulatory Authority.
- (g) Training needs assessment and design of training modules.
- (h) Accountability and Performance Evaluation Report (PER) mechanism for the office of Business Regulator.
- (i) Post-retirement benefits.

3.2. Safety Management System of Pakistan Railway

- (i) CEO/Sr GM has an elaborative and complete system of safety for the entire PR network. At Headquarters level, COPS/Safety and at Divisional level, respective Divisional Superintendents are responsible for the safety of train operation. This system will need to be studied, analyzed and up-graded in order to be in line with proposed Safety Regulator.
- (ii) The Consultant will study and suggest strengthening / improving of structure of safety organization under CEO / Sr. G.M at both Headquarter and Divisional level of Pakistan Railways.
- (iii) The Consultant is required to review and analyze the existing system of inspections of Pakistan Railways and propose suitable modifications to the existing inspection formats of all tiers in order to make them compatible with

the proposed IT based inspection regime of Safety Regulator. It will include but not limited to the following set of documents for the automation/ designing the IT dashboard:

- (a) Roles and responsibility of the inspecting officers/officials at various levels
 - (b) Compliance matrix at all levels
 - (c) Designation wise inspections and impact matrix
 - (d) Types of inspections
 - (e) Occurrences/frequency of inspections
 - (f) Digitization of inspection forms/ templates
 - (g) Compliance formats/ templates
 - (h) Cost estimates for implementation of fail-safe IT based monitoring mechanism
- (iv) Perform a complete audit of present inspection pattern and safety mechanism in place at both PR Headquarters and seven operating Divisions to bring those structures in line with the newly proposed Safety Regulator.
- (v) Propose an appropriate inspection frequency for each tier of various safety officers in accordance to their workload by giving a comprehensive mechanism of reporting, monitoring and evaluation under proposed Safety Management System of PR.
- (vi) Propose an IT based safety model consisting of comprehensive Safety Management and Monitoring Mechanism which should include/ document all safety parameters as per the international train safety standards, the statistics of all major/ minor accidents and the status of their enquiries.
- (vii) Design an improved and effective geo-fenced inspection monitoring software, and compliance monitoring mechanism including compliance reporting through IT based software/dashboard. Provide a comprehensive and interactive IT tool to implement a robust and real time safety mechanism at various level under Safety Management System of PR.

- (viii) Analyze the present mandate of Chief Operating Superintendent/Safety (COPS/Safety) at Railway Headquarters Office & respective Divisional Superintendents of operating divisions in such a way to dovetail their role and responsibilities to be in line with the proposed role of Safety Regulator to achieve a comprehensive and holistic Safety Audit Regime for entire PR network.
- (ix) Thoroughly Analyze the existing safety inspections at all tiers of operating staff, maintenance of various safety related registers and propose & implement amendments in such a way to establish a comprehensive “Safety Management System (SMS)”. The available detail of various types of inspections, concerned staff, frequency of inspections and relevant safety/maintenance registers are provided with TORs as Annex-1 for a reference/guide. However, the consultant will gather the complete information to evolve SMS for Pakistan Railways and devise a workable modus operandi to link it with overarching system of Safety Regulator to make it an holistic and well-integrated system of railway safety.

3.3. Implementation Support

- (i) The Consultant shall prepare & submit a comprehensive, viable and implementable structure of an independent Regulatory Authority having two wings named as Safety Regulator & Business Regulator with all their structures, functions, roles, procedures, and hierarchies in line with international best practices.
- (ii) The Consultant shall prepare & submit a comprehensive, viable and implementable structure of Safety Management System (SMS) of Pakistan Railways with all its structures, functions, roles, procedures, and hierarchies in line with international best practices.
- (iii) The proposal thus submitted by the Consultant must contain the complete implementation strategy and a comprehensive action plan to be followed by Ministry of Railways in order to successfully implement the Railway Regulatory Authority (RRA) structure having two independent wings (Safety Regulator & Business Regulator) and Safety Management System (SMS) of Pakistan Railways to achieve the desired objectives & goals envisaged in the Terms of References (TORs).

- (iv) The Consultant will provide the Employer complete assistance, monitoring and troubleshooting for the implementation of newly developed Railway Regulatory Authority (RRA) structure having two independent wings (Safety Regulator & Business Regulator) and Safety Management System (SMS) of Pakistan Railways.

4. Deliverables

4.1. Deliverables/ Reports for Railway Regulatory Authority (RRA) having two independent wings (Safety Regulator & Business Regulator)

A. Phase-1: Mobilization and Project Planning

- (i) Inception Report
(Work plan, Protocols for communication, Roles & Responsibilities, Project team-client & consultant, considerations and assumptions etc.)

B. Phase-2: Hi-Level Design & Recommendations / Gap Report

- (i) Hi-Level Recommendations' Report
(a) Institutional & Governance structure
(b) Legal framework & structure
(c) Organization structure
(d) HR Operating Framework
(e) Safety and Business Regulation Framework

C. Phase-3: Detailed Design (based on the approved Hi-Level Design & Recommendations)

Part-1

- (a) Legal Instruments – (new enactments, service rules etc.)
(b) Detailed Organization Structure
(c) Manpower Analysis
(d) HR SOPs (Policy, Processes, JDs, Performance Management Framework, Compensation & Benefits Framework, Employee separation etc.)
(e) SOPs of support functions (Accounts, Admin, Procurement, IT etc.)
(f) Safety and Business regulator manual

Part-2

- (a) Cost Estimates / Financial Plan for implementation.

Part-3

- (a) Implementation Plan

4.2. Deliverables/ Reports for Safety Management System (SMS) of Pakistan Railways

A. Phase-1: Mobilization and Project Planning

- (i) Inception Report

(Work plan, Protocols for communication, Roles & Responsibilities, Project team-client & consultant, considerations and assumptions etc.)

B. Phase-2: Hi-Level Design & Recommendations / Gap Report

- (i) Hi-Level Recommendations’ Report
 - (a) Improved safety organizational structure at Headquarters & Divisional Level
 - (b) HR Operating Framework

C. Phase-3: Detailed Design (based on the approved Hi-Level Design & Recommendations)

Part-1

- (a) Modified Safety Organization Structure of PR
- (b) Digitization of inspection forms/ templates
- (c) Software Requirement Specification (SRS)
- (d) Infrastructure and Architecture Design Document
- (e) Design & Prototyping
- (f) Software Development (Production-ready Code / Fully Functional Solution) and training of staff
- (g) User Acceptance Testing (UAT) Manual + Completion Sign-off

Part-2

- (a) Cost Estimates / Financial Plan for implementation.

Part-3

- (a) Implementation Plan

D. Phase-5: Implementation Support

- (a) Agreement (software deployment and roll-out)
- (b) User Manuals, Training and capacity building (overall IT based only)

5. Payment Schedule

Based on the above phases and related deliverables and reports following will be the payment schedule:

5.1. Payment Schedule of Railway Regulatory Authority (RRA) having two independent wings (Safety Regulator & Business Regulator)

Phase	Deliverable/ Reports	Payment (%)
Phase-1: Mobilization and Project Planning	Inception Report	10
Phase-2: Hi-Level Design & Recommendations	(i) Hi-Level Design & Recommendations’ Report	20
Phase-3: Detailed Design (70%)	Part-1 (a) Legal Instruments –(new enactments, service rules etc.)	10

Phase	Deliverable/ Reports	Payment (%)
	Part-1 (b) Detailed Organization Structure	10
	Part-1 (c) Manpower analysis	05
	Part-1 (d) HR SOPs	05
	Part-1 (e) Support functions SOPs	10
	Part-1 (f) Software Development	10
	Part-2: Cost Estimate / Financial Plan for implementation	10
	Part-3: Implementation Plan	10

5.2. Payment Schedule of Safety Management System (SMS) of Pakistan Railways

Phase	Deliverable/ Reports	Payment (%)
Phase-1: Mobilization and Project Planning	Inception Report	10
Phase-2: Hi-Level Design & Recommendations	(i) Hi-Level Design & Recommendations' Report	20
Phase-3: Detailed Design (70%)	Part-1 (a) Modified Safety Organization Structure of PR	10
	Part-1 (b) Digitization of inspection forms/ templates	10
	Part-1 (c) Software Requirement Specification (SRS)	10
	Part-1 (d) Infrastructure and Architecture Design Document	5
	Part-1 (e) Design & Prototyping	5
	Part-1 (f) Software Development and training of staff	5
	Part-1(g) User Acceptance Testing (UAT) Manual + Completion Sign-off	5
	Part-2: Cost Estimates / Financial Plan for implementation	10
	Part-3: Implementation Plan	10

5.3. Payment Schedule of Implementation Support

5.3.1. For implementation of Railway Regulatory Authority (RRA) having two independent wings (Safety Regulator & Business Regulator)

Phase	Deliverable/ Reports	Payment (%)	Remarks
Implementation Support	Implementation Report	100	Part / Proportionate payment is allowed subject to Employer's satisfaction regarding implantation

5.3.2. For implementation of Safety Management System (SMS) of Pakistan Railways

Phase	Deliverable/ Reports	Payment (%)	Remarks
Implementation Support	Implementation Report	100	Part / Proportionate payment is allowed subject to Employer's satisfaction regarding implantation

6. Other Requirements / Conditions

- (1) The Consultant shall provide ten (10) copies of each of the deliverables with an editable soft copy on CD/DVD.
- (2) 40% payment will be made after the submission of deliverable and 60% payment shall be made after approval.
- (3) 5% Retention Money will be deducted from each deliverables payments. Retention Money will be returned after six months of completion of Assignment.
- (4) Progress payment of clubbed items can be made on propionate basis on request of the Consultant and as deemed appropriate by the Employer.
- (5) The Employer shall make all payments to the Consultant in Pak Rupees. However, the Employer shall have no objection and shall facilitate the remittance in foreign currency of the remuneration of the foreign partner to the extent of services rendered by it with regard to this consultancy assignment.

7. General Provisions

- (1) The Consultant shall sign and stamp the Integrity Pact, as per Standard Format of Pakistan Engineering Council (PEC), in case contract value exceeds Pak Rs. 10.000 Million.
- (2) Agreement with Consulnat shall be executed based on Standard Format of Pakistan Engineering Council for large projects (LUMP SUM BASED).
- (3) No financial charges shall be paid due to delayed payments.

8. Time for Completion of Assignment

- (1) Mobilization Period, after signing of Agreement shall be fifteen (15) days.
- (2) Tentative completion period is twelve (12) months, however, the Consultant can propose different time period in the methodology with sound justification. However, completion period shall be firmed up during agreement negotiation with successful Consultant.
- (3) Implementation support shall be provided in (12) months after completion of the assignment. However, any part of implementation done during the assignment period i.e., first twelve (12) months will not be counted towards this implementation support process.

Staff, Types & Frequency of Inspections and Safety Registers (Annex-1)				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
1.	Divisional officers	Entire jurisdiction by Motor trolley in two months	7 days in a month	Bridge Register, P.Way Quarterly Certificate Register, Gang Inspection Register, Creep Register, Points & Crossing Register, Material under trial register, Curve Lubricator Register, Curve Register, Welded Joint, Fracture Register, Long Welded Track Register, Level Crossing Register, Permanent Way Inspector's Section Book, Turn Table Inspection Register, Tree Plantation Register, Annual Repair Register, Standard Measurement Register for building, Encroachment Register, Land Lease Register, Steel Structure Register, Sui Gas Crossing Register, Electric Overhead Crossing Register, H.S Tank Cleaning Register, Regime Register
2.	Assistant Officers	Entire jurisdiction by Motor trolley in one months	Minimum 12 day in a month (Except AEN-II/LHR and AEN-I/KYC)	
3.	By DTO's	Night inspection (2 Stations)	Monthly	
4.	By ATO's	Night inspection (4 Stations)	Monthly	
5.	By TI's	Night inspection (5 Stations)	Monthly	
6.	By DME's	Night inspection (2 trains)	Monthly	MEDE-1 files, Schedule files, A/C files, ME-41, Loco-17/OP-65, MEDE-30, MEDE-31 C-1, Personal files of D.E. Locomotives, ME-93, Failure register, Kms earned register, L/Oil consumption VS Fuel oil, consumption register, Entire lube oil change register, Ledgers, Registers, MEDE-10, MEDE-31 C, MEDE-31, ME/DE-32, ME/DE-38, ME/DE-28, MEDE-35, MEDE-12, MEDE-14, MEDE-3031/1, MEDE-34, MEDE-36, ME/DE-37, ME/DE-37A, ME/DE-38A, MEDE-39C, ME/DE-40, ME/DE-43
7.	By AME's	Night inspection (3 trains)	Monthly	
8.	By DTO's	Surprise Night Inspection (Preferably by Road)	<u>Two</u> inspection per month	

Staff, Types & Frequency of Inspections and Safety Registers (Annex-1)				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
9.	By ATO's	-do-	<u>Three</u> inspection per month	
10.	By TI's	-do-	<u>Three</u> inspection per month	
11.	By DTO's	Footplate inspections	<u>Three</u> inspection per month (2 by night)	
12.	By ATO's	-do-	<u>Three</u> inspection per month (Two of these inspections should be during night accompanied by AME. Once a month a night inspection should be conducted jointly with AEN as well as on non-interlocked section)	
13.	By DME 3	Footplate inspections	<u>Three</u> inspection per month (2 during night) for at least 160 kms on locomotive footplate.	
14.	By TI's	-do-	<u>Five</u> inspection per month (Three by night) He will carry out joint inspections with the Permanent way inspector Gr-I & II. Signal Inspector and LIO at least once in two months preferably by night. During these inspections it must be jointly checked that caution orders are issued according to the latest position of engineering restrictions.	
15.	By AME's	-do-	Three inspection per month during night for at least 240 KMs (total) on locomotive foot plate. Two such	

Staff, Types & Frequency of Inspections and Safety Registers (Annex-1)				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
			inspection is to be conducted with ATO.	
16.	By Loco Inspectors	-do-	Five inspection in a month (Three by night) followed by a visit with the engine to the shed. Joint inspection with TI at least once in two months.	
17.	By DEN's	-do-	Two night footplate inspection in a month minimum	Bridge Register, P.Way Quarterly Certificate Register, Gang Inspection Register, Creep Register, Points & Crossing Register, Material under trial register, Curve Lubricator Register, Curve Register, Welded Joint, Fracture Register, Long Welded Track Register, Level Crossing Register, Permanent Way Inspector's Section Book, Turn Table Inspection Register, Tree Plantation Register, Annual Repair Register, Standard Measurement Register for building, Encroachment Register, Land Lease Register, Steel Structure Register, Sui Gas Crossing Register, Electric Overhead Crossing Register, H.S Tank Cleaning Register, Regime Register
18.	By DTE	Footplate inspections	One day and one night footplate inspections in a month minimum	TE-60, TE-61, TE-62, TE-64, TE-65, TE-70, TE-83, TE-84
19.	By ATE	-do-	One day and one night footplate inspections in a month minimum	
20.	By DTO, DME/Loco, DME/C&W & DSE	Joint Footplate Inspections	One day/night joint footplate inspection per month (at least by two officers at a time). All officers have to be covered in every three months	Diary Train duty, Daily Damage Return Register (DDR), Daily Station Report (DSR), ME-115 (Register) for Vacuum Brake System, ME-115/A Register for Air Brake System, Damage Register, Joint Check Register, Theft Register, Cannibalizing Register, Emergency Equipment

Staff, Types & Frequency of Inspections and Safety Registers (Annex-1)				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
				Register, Goods Stock booked to shop for POH Register, Sub Store Record (DS-6), Emergency Equipment Movement Memo (OP-25), Duty Station Report (For detention) DSR, Damage Memo (C&W-21), Washing Line: ,Daily TXR diary, Daily Damage Return Register (DDR), Wash Pit Schedule Register, Air Pressure Test Register, Vacuum Test Register, Damage Register, P/C Chain Test Register, Joint Check Deficiency Register, Rough Shunting Register, Sub Store Record (DS-6), Alarm Communication Test Register, Damage Memo (C&W-21), Joint Check Register, Coaching/ Goods Sick Lines: Air Pressure Test Register, Air brake Disc Changer, Breakage of coil spring Register, Breakage of Bearing Spring, Cannibalizing Register, Coaches detached enroute, C&W -21/A (Fit Memo), Daily Damage Return (DDR), Daily Dairy, Sub Store Record (DS-6), Greasing Register, Hot Box Logging, Hot Box attended Register, Packing Ring Change Register, PM Forecast Register, Rough Shunt Register, Shop Booking Register, Testing of air and Vacuum Gauge, Sick Line Outturn Register (C&W 32), Wheel change Register, Worn Box Register, Welding Register Vacuum Test Register, Breakage of Draw Bar, Axle Box Check Register, Incidence Register, NR/POH Register, A-1 Schedule Register, Goods Yard: Sub Muster Sheet, TXR Diary, Damage Register, Joint Check Register, Cannibalizing Register, Sub Store Record (DS6), Vacuum & Air Pressure amount and Brake Power on Train (ME-115 and ME-115 A), Damage Memo (C&W-21), Rough Register

Staff, Types & Frequency of Inspections and Safety Registers (Annex-1)				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
21.	By DTO and Sectional DEN	-do-	One day night joint footplate inspection (with one sectional DEN per month)	
22.	By DME's	Shed Inspections	At least one loco shed be inspected every month	
23.	By AME's	Shed Inspections	At least two loco shed be inspected every month	
24.	By DTO's	Inspection of stations	All stations of the division once annually except where the station manager is posted. (ii) at station where the station manager is posted three inspections i.e. two casual inspection and one annual inspection	
25.	By ATO's	Inspection of Stations	(i) Gr-II stations on their respective sections at least twice a year except where the Station Superintendent/ station master Gr-III are posted. (ii) where the Station Superintendents/ Station Master Gr-III are posted two causal and one annual inspection	
26.	By TI's	-do-	All stations on their respective sections at least 4 times a year. He should carry out a half yearly joint inspection of every interlocked station with the Signal inspector.	
27.	By AEN's	Inspection of	Three footplate	Bridge Register, P.Way

Staff, Types & Frequency of Inspections and Safety Registers (Annex-1)				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
		Stations	inspections in a month two of which shall be by night to check if the Gatekeepers are alert and to check whether signal lights are properly focused and visible to the drivers. A joint night footplate inspection accompanied by ATO is to be conducted at least once in two months on non-interlocked sections.	Quarterly Certificate Register, Gang Inspection Register, Creep Register, Points & Crossing Register, Material under trial register, Curve Lubricator Register, Curve Register, Welded Joint, Fracture Register, Long Welded Track Register, Level Crossing Register, Permanent Way Inspector's Section Book, Turn Table Inspection Register, Tree Plantation Register, Annual Repair Register, Standard Measurement Register for building, Encroachment Register, Land Lease Register, Steel Structure Register, Sui Gas Crossing Register, Electric Overhead Crossing Register, H.S Tank Cleaning Register, Regime Register
28.	By Permanent Way Inspector Gr-I & II	-do-	Three footplate inspections per month (Para 1.5 (b) (ii) Chapter 1 of Way & Works Manual) and a joint Inspection with TI preferably by night once in two months)	-do-
29.	DSE (RWP, LHR, MUL, SUK, & KYC)		Two main line and one other than main line section inspections per annum Two nights and one day footplate inspection per month	S S&C
30.	DASE (QTA & PSC)		Two inspection of all the section per annum Two nights and one day footplate inspections per month	
31.	ASEs (RWP, LHR, MUL, SUK & KYC)		(i) Two inspection of sections per	

Staff, Types & Frequency of Inspections and Safety Registers (Annex-1)				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
			(ii) annum Two nights and one day footplate inspection per month	
32.	Signal Inspector (Incharge)		(i) All installation shall be inspected one in two months in his section (ii) One night and one day footplate inspection per month	S.I-1, S.I-2, S.I-3, S.I-4, S.I-5, S.I-6, S.I-7, S.I-8, S.I-9 BS-3, BS-5, BS-6, BS-7, BS-8, BS-11, Log Book SE-101, SE-102, SE-103, SE-104, SE-105, SE-106, SE-107, SE-108, SE-109, SE-111, SE-112, SE-113, SE-116(A), SE-116(B) SE-201/WW.39

Inspection Schedule of Federal Govt. Inspector of Railways, General Manager/Operations, Divisional Superintendents, Dy. Divisional Superintendents, Principal Officers & Dy. Principal Officers				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
1.	Federal Govt. Inspector of Railway	Carrying out general tour inspection	Annually	
		Every division	Twice a year	
2.	General Manager	Every division	Once a year	
3.	Divisional Superintendent	Each section/ station of respective division	Twice / year	
		Foot plate not less than 150 Kms	One day and one night every month	
		Surprise night inspection	One	
4.	Deputy Divisional Superintendent		Two stations/ installation in a month in their respective division	

Inspection Schedule of Federal Govt. Inspector of Railways, General Manager/Operations, Divisional Superintendents, Dy. Divisional Superintendents, Principal Officers & Dy. Principal Officers				
S.No.	Designation of officer/ subordinate	Type of Inspection (Station, Motor, trolley, Footplate, Bridge etc.)	Scheduled frequency of inspection (daily, weekly, fortnightly, monthly, quarterly, bi-annually, annually etc)	Type of proforma or register for recording inspection (in any)
		Foot plate not less than 200 Kms	Two day and two night every month	
		Surprise night inspection	One	
5.	Principal Officer	Entire network (excluding Workshop & Headquarters)	At least once a year in addition to the inspection accompanying FGIR	
		Foot plate (not less than 150 Km)	One day and one night every month	
		Surprise night inspection	One	
6.	Deputy Principal Officer	Every division of the network	Once a month and a minimum of 12 inspections a year over entire system	Bridge Register, P.Way Quarterly Certificate Register, Gang Inspection Register, Creep Register, Points & Crossing Register, Material under trial register, Curve Lubricator Register, Curve Register, Welded Joint, Fracture Register, Long Welded Track Register, Level Crossing Register, AssiWay Inspector's Section Book, Turn Table Inspection Register, Tree Plantation Register, Annual Repair Register, Standard Measurement Register for building, Encroachment Register, Land Lease Register, Steel Structure Register, Sui Gas Crossing Register, Electric Overhead Crossing Register, H.S Tank Cleaning Register, Regime Register
		Foot plate (not less than 200 Kms)	Two day and two night every month	
		Surprise night inspection	One	