



MINISTRY OF RAILWAY

REQUEST FOR PROPOSAL (RFP)

HIRING OF CONSULTANTS

FOR

**IMPLEMENTATION OF SAFETY AUDIT REGIME IN
PAKISTAN RAILWAYS**

July 2020

Secretary Railway Board
Ministry of Railways, D- Block
Pak Secretariat,
Islamabad

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1 Section 1: Letter of Invitation

No.

Date: 22 August, 2020

SUBJECT: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CONSULTANT FOR IMPLEMENTATION OF SAFETY AUDIT REGIME IN PAKISTAN RAILWAYS

Director Establishment (for Secretary Railway Board), Ministry of Railways invites Technical and Financial proposals to provide the following services:

“FRAME PROPOSAL FOR IMPLEMENTATION OF SAFETY AUDIT REGIME IN PAKISTAN RAILWAYS”

1. The Consultants / Firm will be selected under Quality and Cost Based Selection (QCBS) method in accordance with PPRA Rule 2004 and PPRA Procurement of Consultancy Services Regulations 2010 and as per procedure described herein in this RFP.
2. The RFP includes the following documents:
Section 1: Letter of Invitation
Section 2: Instructions to Consultants (including Data Sheet)
Section 3: Technical Proposal – Standard Forms
Section 4: Financial Proposal – Standard Forms
Section 5: Terms of Reference (TOR’s)
3. It is mandatory for proposals to be prepared using Standard Forms of RFP. Any proposal not prepared according to prescribed format may be rejected. If any information required in the Forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
4. The Consultant should submit details of **Five (5)** of their most relevant assignments of similar projects for technical evaluation using the prescribed format. Assignments given beyond the required number will not be considered and weightage will be given to the higher number of similar completed
5. CVs of key personnel corresponding to the list given in Data Sheet should provide details of **Five (5)** projects done by each individual in the past.
6. The Consultant can be single entity or Joint Venture / consortium of Consulting Firms.
7. The Technical and Financial proposals are to be submitted in separate sealed envelopes at the following address not later than **20th August, 2020 till 01:30 pm.**
8. Any further information can be obtained from the under mentioned office address during office hours.

Director Establishment
for **Secretary Railway Board**
Ministry of Railways, D- Block
Pak Secretariat,
Islamabad
Ph: +92-51-9203068 Fax: +92-51-9208846
Email: estabdirector@gmail.com

General Information

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

1. Whether applied as Single Entity or Joint Venture, please specify.
2. In case of Joint Venture provide the following information along with attached Form **General-1** for all JV partners.

| S.# | Name of JV partners | % share proposed for this assignment |
|-----|---------------------|--------------------------------------|
| 1. | Lead Partner | |
| 2. | Partner No.1 | |
| 3. | Partner No.2 | |

3. Certificate/affidavit that the Consultant is not blacklisted by any government department/authority.
4. National Income Tax number (NTN), in case of JV please provide this information for all partners (attach copies of valid registration).
5. Joint Venture agreement / MOU in case of JV
6. Power of attorney to sign the proposals.

Form General -1 Basic Information

1. Name of Firm / Consultant.
2. Office address.
3. Organization Chart.
4. Telephone & Fax
5. E-mail
6. Contact person
7. Place of incorporation / registration
8. Year of incorporation / registration
9. Type of organization (whether partnership / sole proprietorship / public limited Company / private limited company etc.) (Attach relevant document)

Note: In case of JV above information should be provided for all partners.

(Signature and Stamp)
(Authorized Representative)

2 Section 2: Instructions to Consultant

2.1. Definitions

- 2.1.1. “Government of Pakistan” means The Government of Pakistan and all its associated Departments, Agencies, Autonomous/Semi- Autonomous Bodies, Boards, Universities and similar other organizations.
- 2.1.2. “Client” means Secretary Railway Board, Ministry of Railways, Islamabad.
- 2.1.3. “Consultant” means an individual consultant or an entity / firm / Joint venture of firms that may provide the Services to the Client under the Agreement. The Consultant can be single entity or Joint Venture / consortium of firms.
- 2.1.4. “Agreement” means the Agreement signed by the Client and the Consultant and all the attached documents.
- 2.1.5. “Data Sheet” means such part of the Instructions to Consultant used to reflect specific conditions.
- 2.1.6. “Day” means calendar day.
- 2.1.7. “Instructions to Consultant” means the document which provides Consultant with all information needed to prepare their Proposals.
- 2.1.8. “Personnel” means professionals and support staff provided by the Consultant to perform the Services or any part thereof.
- 2.1.9. “Proposal” means the Technical Proposal and the Financial Proposal.
- 2.1.10. “RFP” means the Request for Proposal issued by the Client for hiring of Consultant.
- 2.1.11. “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- 2.1.12. “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- 2.1.13. “Project” means the preparation of complete proposal as per TORs, including implementation & training/trouble shooting, including all deliverables as a D&I model.
- 2.1.14. “Similar Assignment” means preparation of Governance Structure or HR Model of any organization or Preparation of RFP and TORs for Governance Structure or HR Model of any organization. Similar experience of key professional of any firm will be considered towards the Firm’s experience profile while evaluating the Firm’s experience.
- 2.1.15. Prepare a workable proposal for implementation of the Safety Audit Regime in PR. 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.
- 2.1.16. The proposal shall be based on comprehensive model encompassing all areas/~~s~~ectors of the Safety Audit Regime performing all important duties simultaneously and independently, such as Safety Regulator, Market/Private Sector Regulator, Legal

Regulator, Ultimate Dispute Regulator as well as Guardian of the 3rd Party Rights.

2.2. Introduction

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

2.3. Conflict of Interest

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

2.4. Conflicting Activities

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

2.5. Conflicting Assignments

- 2.5.1. A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same

project, and a Consultant assisting a Client in the privatization of public assets shall neither purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

2.6. Conflicting Relationships

- 2.6.1. A Consultant (including its Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Pakistan Railways throughout the selection process and the execution of the Agreement.
- 2.6.2. Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.
- 2.6.3. No agency (except any subsidiary of the Client) or current employees of the Client shall work as Consultant under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal

2.7. Unfair Advantage

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

2.8. Fraud and Corruption

- 2.8.1. Pakistan Railways requires Consultant participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Pakistan Railways:
 - a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in

- order to influence a selection process or the execution of an agreement;
- (iii) “Collusive practices” means a scheme or arrangement between two or more Consultant with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process, or affect the execution of agreement.
- b) Without prejudice to any other remedy available under the law will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
 - c) Will penalize a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Pakistan agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Pakistan agreement;
 - d) Will have the right to require that a provision be included requiring Transaction Advisor to permit the Government of Pakistan to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Pakistan.
 - e) Consultant and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan.

2.9. Only one Proposal

- 2.9.1. Each Consultant / JV can submit only one proposal. If a Consultant submits or participates in more than one proposal, all such proposals, in which the Consultant have participated, shall be disqualified.

2.10. Proposal Validity

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

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

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

2.12. Preparation of Proposal

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

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

2.13. Technical Proposal Format and Content

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

- a) A brief description of the Consultant's organization and an outline of recent experience of the Consultant (each partner in case of joint venture) on assignments of a similar nature are required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultant/ Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a Consultant or as one of the major Consultants within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting Consultants cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultant should be prepared to substantiate the claimed experience if so requested by the Client.
- b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; (Form TECH-3 of Section 3).
- c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and

methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3.

- d) 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).
- e) CVs of the Professional staff signed by the staff themselves or by the Authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers.
- f) Annual Turnover (Form TECH-7 of Section 3). The annual turnover should be indicated separately for five years.

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

2.14. Financial Proposal

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

2.15. Payment of Remuneration

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

2.15.2. 5% Retention Money will be deducted from each interim/monthly payment. Retention Money will be returned after six months of successful completion of the assignment.

2.15.3. The Client shall make all payments to the Consultant in Pak Rupees.

2.16. Taxes

2.16.1. The Consultant may be subject to local taxes on amounts payable by the Client under the Agreement. Payment of all taxes shall be the sole 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 any clarification sought and accepted by the client in writing and such clarification do not change the substance of the bid. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

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

2.17.2. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in Data Sheet and

in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

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

2.18. Proposal Evaluation

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

2.19. Evaluation of Technical Proposal

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

2.20. Public Opening and Evaluation of Financial Proposals

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

2.21. Technical Negotiations

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

2.22. Interview / meeting with the professionals of successful Consultant

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

2.23. Award of Agreement

2.23.1. After completing negotiations, the Client shall award the Agreement to the selected Consultant and publish details on the website. The agreement will be executed based on Standard Format of Pakistan Engineering Council (PEC) for large projects (Lump Sum Based).

2.24. Confidentiality

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

2.25. Integrity Pact

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

2.26. Time for Completion

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

Instructions to Consultant
3 DATA SHEET

| Paragraph Reference | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1.2 | <p><u>Name of the Client:</u> Secretary Railway Board, Ministry of Railways, D- Block, 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 PCSR-2010.</p> <p><u>Bidding Procedure:</u> Single Stage – Two Envelope Procedure</p> |
| 2.2.1 | <p>Name of the assignment is: <u>“FRAME PROPOSAL FOR IMPLEMENTATION OF SAFETY AUDIT REGIME IN PAKISTAN RAILWAYS”</u></p> <p>Financial Proposal to be submitted together with Technical Proposal, however, both should be in separate sealed envelope clearly marked with name of Assignment and Consulting Firm</p> |
| 2.2.3 2.11.1 | <p><u>Client’s Representative</u> Director Establishment for Secretary Railway Board Ministry of Railways, D- Block Pak Secretariat, Islamabad Ph: +92-51- Fax: +92-51-9203068 Email: estabdirector@gmail.com</p> |
| 2.10.1 | Proposals must remain valid for ninety (90) days after the submission date |
| 2.11.1 | Clarifications may be requested not later than seven (07) days before the submission date. |
| 2.12.1 | Proposals shall be submitted in the English language. |
| 2.16.1 | Withholding / Advance Income Tax will be deducted as per prevailing government rules. It will be exclusively Consultant’s responsibility to include all applicable Federal, Provincial or City taxes / fees & levies in the Financial Proposal |
| 2.17.2 | Consultant must submit one original and two (2) copies of the Technical Proposal and the original of the Financial Proposal. |
| 2.17.2 2.17.4 | <p>The Proposal submission address is: Proposals must be submitted not later than the following date and time: Director Establishment (for Secretary Railway Board), Ministry of Railways, D-Block, Pak Secretariat, Islamabad.</p> <p>On or before 20th August, 2020 till 13:30 Hours</p> |

Instructions to Consultant
DATA SHEET

| 2.19.1 | <p><u>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</u></p> <p>(i) Company Profile: 40% (ii) Project Team: 40% (iii) Approach & Methodology: 20%</p> <table style="width: 100%; margin-top: 20px;"> <thead> <tr> <th style="width: 85%;"></th> <th style="text-align: right; vertical-align: bottom;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Company Profile :</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> a) Number of similar Assignments</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td> b) Organization Structure</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td> c) Financial Capability</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total = A₁</td> </tr> <tr> <td>(ii) Project Team:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> 1) Team leader / HR Expert</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td> 2) Governance Structure Expert</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td> 3) Contract Expert.</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td> 4) Technical Expert</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total = A₂</td> </tr> <tr> <td>(iii) Approach & Methodology:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> a) Understanding & Innovativeness</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td> b) Methodology & Work plan</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total = A₃</td> </tr> </tbody> </table> <p style="text-align: center; margin-top: 20px;"> $\text{Technical Score} = \frac{A_1[40]}{100} + \frac{A_2[40]}{100} + \frac{A_3[20]}{100}$ </p> <p>The minimum technical score required to pass is: 60 Points.</p> <p><i>Further details of Evaluation Criteria are described in Appendix-I & Appendix-II to Data Sheet.</i></p> | | <u>Points</u> | (i) Company Profile : | [100] | a) Number of similar Assignments | [60] | b) Organization Structure | [20] | c) Financial Capability | [20] | Total = A ₁ | | (ii) Project Team: | [100] | 1) Team leader / HR Expert | [40] | 2) Governance Structure Expert | [20] | 3) Contract Expert. | [20] | 4) Technical Expert | [20] | Total = A ₂ | | (iii) Approach & Methodology: | [100] | a) Understanding & Innovativeness | [40] | b) Methodology & Work plan | [60] | Total = A ₃ | |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|------------------------------|--------------|----------------------------------|------|---------------------------|------|-------------------------|------|------------------------|--|---------------------------|--------------|----------------------------|------|--------------------------------|------|---------------------|------|---------------------|------|------------------------|--|------------------------------------------|--------------|-----------------------------------|------|----------------------------|------|------------------------|--|
| | <u>Points</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) Company Profile : | [100] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) Number of similar Assignments | [60] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) Organization Structure | [20] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| c) Financial Capability | [20] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total = A ₁ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (ii) Project Team: | [100] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1) Team leader / HR Expert | [40] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2) Governance Structure Expert | [20] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3) Contract Expert. | [20] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4) Technical Expert | [20] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total = A ₂ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (iii) Approach & Methodology: | [100] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) Understanding & Innovativeness | [40] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) Methodology & Work plan | [60] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total = A ₃ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Instructions to Consultant
DATA SHEET

| | |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.20.4 | <p>Technical = 80% (Eighty) Financial =20% (Twenty) The formula for determining the financial scores is as following: $Sf = 100 \times Fm / F$</p> <p>Sf = The financial score Fm = The lowest price F = The price of the proposal under consideration.</p> |
| 2.21.1 | <p>Address for Technical negotiations:</p> <p>Director Establishment, Ministry of Railways, 4th Floor, D-Block, Pak Secretariat, Islamabad.</p> |
| 2.26.1 | <p>Total Completion Period of the task is 24 months from the date of signing of agreement. Period of System design is 6 months. Tentative Task Time Line is indicated under Fin-2 (Summary of Costs).</p> |

Details of Evaluation Criteria

Mandatory Requirements.

- i. As a mandatory requirement Consultant must have completed at-least one similar assignments. Any Consultant not fulfilling the said requirement will be technically disqualified.

(1) Company Profile (100 Marks)

a) Number of similar assignments (60 Marks)

| | |
|-------------------------|--------|
| 1 st Project | = 40% |
| 2 nd Project | = 60% |
| 3 rd Project | = 80% |
| 4 th Project | = 90% |
| 5 th Project | = 100% |

c) Organizational structure (20 Marks)

Excellent = 100%, Good = 80%, Satisfactory = 60%

b) Financial Capability (20 Marks)

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

| | | |
|----------------------------------|---|------|
| More than or equal to 30 | = | 100% |
| More than or equal to 20 but <30 | = | 80% |
| More than or equal to 10 but <20 | = | 60% |
| Less than 10 | = | 20% |

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

(2) Project Team

For minimum qualification and experience of project team please refer to Appendix-II to Data Sheet. Each member of Consultant's team will be evaluated on the following criteria:

Similar project has been defined under definitions for the purpose of comparison of the projects completed by the Consulting firm / Consortium. For various professional, similar assignment or relevant experience shall be as per their respective field of specialization.

Details of Evaluation Criteria for Organization Structure

i). Education (40%)

Education higher than minimum specified shall be evaluated as under:

| | | |
|----------------------------|---|------|
| M Phil / PhD or equivalent | = | 100% |
| MSc or equivalent | = | 90% |
| BSc or equivalent | = | 80% |

ii). Experience (40%)

Where minimum experience is 15 years

| | | |
|----------------------|---|------|
| Twenty years or more | = | 100% |
| 15 to <20 years | = | 80% |
| Less than 15 years | = | 0% |

(Staff having less than minimum experience shall not be considered for evaluation)

Where minimum experience is 10 years

| | | |
|-----------------------|---|------|
| Fifteen years or more | = | 100% |
| 10 to <15 years | = | 80% |
| Less than 10 years | = | 0% |

(Staff having less than minimum experience shall not be considered for evaluation)

iii). No. of similar assignment (20%)

| | | |
|---------------|---|------|
| Five or more | = | 100% |
| 4 assignments | = | 80% |
| 3 assignments | = | 60% |
| 2 assignments | = | 40% |
| Less than two | = | Zero |

(3) Approach & Methodology

Methodology submitted by Consultant will be analyzed by evaluating team and graded as under:

| Quality | Grade | Weight |
|-------------------------|-------|--------|
| Excellent | A | 100% |
| Good | B | 70% |
| Average / below average | C | 50% |
| Absent | D | 0 |

Methodology will be analyzed based on following:

a) Understanding & Innovativeness (40 Marks)

- i). What is the depth of the Consultant's understanding of the requirements and objectives of the consultancy assignment?
- ii) What is the quality of the improvements to the TOR suggested by the Consultant to improve the outcome of the assignment?
- i. 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 (60 Marks)

- 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?

Minimum Qualification and Experience required for each position in Project Team

1. The professional team having experience less than minimum specified below shall not be considered.

| S.# | Name | Qualification | Experience |
|------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1 | Team Leader/HR Expert | Master of Human Resource Management (MHRM) or MBA(HR) | 15 years |
| 2 | Governance Structure Expert | Master of Management or Master of Organizational Behavior/Management or Master of Public Policy/Administration (MPP/MPA) or MSc Organizational Development & Leadership BS/IT, Software Development / Automation/App Development Expert in Railway Safety Audit Regime | 15 years |
| 3 | Contract Expert | LLB/Legal Expert/Contract Expert | 10 years |
| 4 | Technical Expert | Bachelor Degree in Civil Engineering (relevant experience related to Railways) | 10 years |

2. Similar Assignment has been defined in the definition for the purpose of comparison of the projects completed by the Consulting firm / Consortium/JV. For various professional, similar assignments completed by the professional or relevant experience shall be as per their respective field of specialization.
3. Bidders can quote any other relevant degree as per norms of the country from where such degree has been obtained and it would be considered for acceptance if found appropriate.
4. Consultant can engage associates or form consortium / JV with experts or other firms to meet the qualification criteria as given above.

4 Section 3: Technical Proposal – Standard Forms

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

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A. Consultant's Organization

B. Consultant's Experience

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

TECH-6 Curriculum Vitae (CV) of Proposed Professional Staff

TECH-7 Financial Capabilities

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

4.1.1 (Please submit on Company's Letterhead)

To: Director Establishment
for **Secretary Railway Board,**
Ministry of Railways,
D-Block, Pak Secretariat,
Islamabad.

**Subject: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF
CONSULTANTS TO FRAME PROPOSAL FOR IMPLEMENTATION OF
SAFETY AUDIT REGIME IN PAKISTAN RAILWAYS**

Dear Sir,

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

We are submitting our Proposal in association with _____ (*Insert a list with full name and address of each associated Consultant*)

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 technical negotiation the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from technical 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: _____

FORM TECH-2:

**CONSULTANT'S ORGANIZATION AND
EXPERIENCE**

A - Consultant's Organization

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

1. Consultant's Background and Achievements (min two pages)
2. Organogram.
3. List of professional Staff with Qualification and Experience.

FORM TECH-2:**CONSULTANT'S ORGANIZATION AND EXPERIENCE****B - Consultant's Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out financial advisory services **similar to the ones requested under this Assignment.**]*

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Assignment name: | Value of the Project (in Pak Rs or US\$): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | |
| 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 Consultant, if any: | Percentage of input provided by associated Consultant: |
| 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: | |
| Description of actual services provided by your staff within the assignment: | |

FORM TECH-3 COMMENTS OR SUGGESTIONS ON THE TORs

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

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

[Technical approach, methodology 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 and 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 and duration, phasing and interrelations, milestones, constraints (including interim approvals by the Client), and delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate the min to a feasible working & implementation plan. A list of the final documents, including reports, drawings, and tables 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 in the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.

FORM TECH-5:

**COMPOSITION OF PROFESSIONAL STAFF TEAM
TO BE DEPLOYED FOR THIS ASSIGNMENT**

| Name of Staff | CNIC / Passport No. | Firm | Area of Expertise | Position Assigned |
|----------------------|--------------------------------|-------------|------------------------------|------------------------------|
| | | | | |
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FORM 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*]: _____

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

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

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

6. **Education:**

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

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

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

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

10. **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: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____
- 2) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

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

| |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>4) Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
| <p>5) Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>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.

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

Full name of authorized representative: _____

FORM TECH-7: FINANCIAL CAPABILITIES

Financial Capabilities (in Million Pak Rs) as per the latest completed year's audited accounts:

- 1. Total Assets =
- 2. Total Liabilities =
- 3. Reserves =
- 4. **Annual Turnover**

| For the year (in Million Pak Rs) | | | |
|-----------------------------------------|----------------|----------------|----------------|
| 2016-17 | 2017-18 | 2018-19 | 2019-20 |
| | | | |

For assessment purpose average turnover of minimum last three years shall be considered
(in case of joint venture please provide above information for all partners)

5 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

FORM FIN-1:

FINANCIAL PROPOSAL SUBMISSION FORM

5.1.1 (Please submit on Company's Letterhead)

[Location, Date]

To:

Director Establishment
for **Secretary Railway Board,**
Ministry of Railways,
D-Block, Pak Secretariat,
Islamabad.

Subject: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CONSULTANTS TO FRAME PROPOSAL FOR IMPLEMENTATION OF SAFETY AUDIT REGIME IN PAKISTAN RAILWAYS

Dear Sir,

I/We, the undersigned, offer to provide the services for subject assignment in accordance with your Request for Proposal and our Technical Proposal. Our attached financial proposal of the sum of _____ [Insert amount(s) in words and figures]. This amounts inclusive of all applicable taxes.

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

No commission so gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement 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: _____

FORM FIN-2: SUMMARY OF COSTS

| S.# | Item | Costs (Pak Rupees) | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|
| | | In Words | In Figures |
| 1 | Preparation of a comprehensive, viable and implementable structure and model of Safety Audit Regime for Pakistan Railways in accordance with TORs. | | |
| 2 | Preparation of necessary documents, papers, summaries and legal documents for seeking approval of competent forum through various channels & offices as per law & procedures to be processed by this Ministry. | | |
| 3 | Implementation & establishment of the approved Safety Audit Regime in accordance with the approved model, including necessary training to staff & trouble shooting, at the Headquarters & Divisional level wherever required for effective implementation of the Safety Audit Inspectorate. This phase will include implementation of the Automation & IT Solutions. | | |
| | Total | | |

(Task and Time Line on next Page)

Note:

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

(Name & Designation)

Authorized Signature on behalf of Consultant

Task Time Line:

| # | Tasks/Phases | (Tentative Task Time Line in Months) | | | | | | | | | | | | | | | | | | | |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 24 | |
| 1 | Preparation & submission of a comprehensive, viable and implementable structure and model of Safety Audit Regime for Pakistan Railways in accordance with TORs. (System Design) | █ | █ | █ | █ | █ | █ | | | | | | | | | | | | | | |
| 2 | Preparation necessary legal and administrative documents, papers, summaries etc. for seeking approval of the competent authority as per law & procedures by M/o Railways. | | | | █ | █ | █ | █ | █ | █ | | | | | | | | | | | |
| 3(a) | Implementation as per approved model in accordance with Recruitment Rules, procedures and directives of the client i.e. M/o Railways. (System Implementation) | | | | | | | | | █ | █ | █ | █ | █ | █ | | | | | | |
| 3(b) | Assistance, professional guidance & Training and Trouble Shooting of officers & staff and IT / Automation solutions for smooth implementation & functioning of the Safety Audit Inspectorate as per TORs. | | | | | | | | | | | | █ | █ | █ | █ | █ | █ | █ | █ | |

SECTION – 5: Terms of Reference



TERMS OF REFERENCES (TORs)

FOR

HIRING CONSULTANT

**TO FRAME PROPOSAL FOR IMPLEMENTATION OF
SAFETY AUDIT REGIME IN PAKISTAN RAILWAYS**

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, it is essential to adopt standard procedures and principles. Internally, CEO/ Senior General Manager, Pakistan Railways whereas externally FGIR ensure the implementation of safety regulations and standards. The independence of the safety regulator from the railways and its administration ensures the neutrality and thus eliminates the conflict of interest. In Pakistan Railways, Federal Government Inspector of Railways (FGIR) works as safety regulator and it is attached with in the Ministry of Railways for all administrative purposes. FGIR is posted through transfer from within railways and back into Railways. Most importantly, the FGIR in Pakistan Railways does not exercise independence as required principally.

Objectives

The services of a consultant are required to formulate a Corporate Safety Plan indicating the safety objectives and strategies and to set bench marks for proposed comprehensive safety regime in Pakistan Railways. 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”. The proposed safety audit is also required to identify system failures, implementation of FGIR’s recommendations and generic shortcomings.

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;

1. Prepare a comprehensive Safety Regime for Pakistan Railways in line with the directives of the Implementation Committee for Reorganization of the Federal Government taken in its 19th meeting and world’s best practices for providing a system of Safety Audit Regime to bring transformation in the existing safety department of FGIR belonging to 19th century concepts.
2. Prepare a workable proposal for implementation of the Safety Audit Regime in Pakistan Railways. 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.

3. Consultant shall prepare a new Institutional & HR Structures for the FGIR Directorate at Headquarters office Lahore, Safety Branch under Chief Operating Superintendent, (COPS Safety) in the Railway Headquarters under CEO/Sr. GM as well as for the Safety branches in all the seven Operating Railway Divisions.
4. The proposal to be prepared by the Consultant shall be based on comprehensive model encompassing all important areas/sectors of the Safety Audit Regime, that shall perform all important duties simultaneously and independently such as, Safety Regulator, Market/Private Sector Regulator, Legal Regulator and Ultimate Dispute Regulator & in terms of accidents etc.
5. The proposed Safety Regime will cover a number of other Modules including Financial Implications, Compliance Model, Quality Control and Accountability Mechanism. The safety system will be IT based which will introduce an inbuilt cross-referencing to the performance and efficiency of the operational officers and their promotion prospects through PERs quantification with respect to safety & inspections.
6. The Consultant will study the existing system of inspections and safety regime under FGIR, with all its pros & cons, limitations and challenges and carry out 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 a consensus document, which should be commensurate with the world's best practices implemented in large scale, modern and efficient Railways.
7. New model should cover all aspects including Inspection & Compliance Implementation Processes and Information Technology / Automation interventions to ensure the accountability of the operational and maintenance officers/ officials of Pakistan Railways. It should also strengthen and reorganize the office of the FGIR to perform its role of an empowered and Independent Safety Regulator. The proposal should also include the implementation plan.

8. The Consultant will perform a gap analysis of the existing Institutional & Governance structures for regulating the safety, both inside the railways under jurisdiction of the CEO/Senior General Manager and the FGIR office. The proposal should cover the procedure and steps to improve and strengthen the governance model at both levels with practical and implementable operational strategy.
9. The Consultant is required to review the existing structure and governance model of the office of the FGIR Railways and propose a new model to strengthen the office of the FGIR as an independent and empowered Safety Regulator keeping in view the international best practices in modern, efficient and large-scale railways. The Consultant is required to prepare a sustainable organizational structure for the FGIR Office and its controlling body and the linkages with the Railway Board in conformity with the legal/statutory framework, including special allowances/pay package, recruitment rules and promotion policy etc.
10. Keeping in view the independence of the Safety Regulator from rest of Pakistan Railways, the Consultant is required to design an independent FGIR Cadre at BS-19 and above level with appropriate representation of experts from Operations and Maintenance fields of Pakistan Railways. The Consultant is also required to prepare multiple models of Organograms with multiple options of HR sources (Direct recruitment, lateral entry, entry by transfer etc. at various levels). The competent authority may choose the most suitable model. It will also include lower tiers of BS-17 and BS-18 along with their induction/ recruitment options.
11. The Consultant is required to provide best remuneration model to attract and retain the Human Resource keeping in view the market trends and job description. The proposal should also contain the financial implications for reorganization of the FGIR office. The proposal must contain the summary/ documents required for the creation of the posts and sanction of the financial implication as per rules and policy of Government of Pakistan.
12. The Consultant is required to prepare a complete set of service rules of the FGIR cadre in accordance with the laws of Government of Pakistan. This module should also include the process of approvals and vetting from the relevant forums of the Government. This module should contain following:
 - Recruitment/ Selection/ Induction/Recruitment rules for the FGIR cadre officers

- Recruitment/ Selections/ Induction Committees; formation and powers
 - Pay and allowances and other perks
 - Seniority and Promotion rules of the FGIR cadre officers
 - Job Descriptions/ responsibilities of officers of FGIR cadre officers
 - KPIs to measure the performance of the officers of FGIR cadre officers
 - Training needs assessment and design of training modules
 - Accountability and Performance Evaluation Report (PER) mechanism
 - Retirement rules and post-retirement benefits
13. 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. Keeping in view the above-proposed structure of FGIR office, the Consultant is required to give appropriate inspection frequency for each tier of the FGIR office according to their workload. This section will give comprehensive mechanism of reporting, monitoring and evaluation of the inspections of the FGIR office. It will also include developing the reporting formats for all tiers of the FGIR office.
14. The CEO/ Senior General Manager carries out compliance to the observations of the FGIR inspections. The Divisions ensure the compliance to the inspection observations of its own officials/ officers, HQ officers and the FGIR office. The Consultant is required to design an improved and effective compliance mechanism including compliance reporting & monitoring mechanism through IT based software. As explained earlier, it should also link the PERs of Railways officers with the quantity/quality of their inspections and their safety compliance. The Consultant will design a safety audit system at following three tiers:
- *Divisional Safety Audit Committee (Division level)*
 - *PR Safety Audit Committee (Headquarter Level)*
 - *BoG Safety Audit Committee (Railway Board Level)*
15. The Consultant will provide a seamless safety audit system, which will include the formation, working mandate and powers of the above-mentioned committees. These committees are also required to ensure the monitoring, quality control and accountability within their jurisdiction.

16. The Consultant will ensure that safety compliance model will cover all aspects of operations by private sector operators doing business with PR under various models as approved by the government, besides provision of equal rights or level playing field for private sector.
17. The role of IT is very vital in monitoring, compliance assurance and reporting. The Consultant will also provide the design and working of the comprehensive interactive IT tool. The Consultant is also required to review and analyze the existing system of inspections and compliances and finalize the inspection formats of all tiers of inspections of PR as well as the technical registers. It will include the following documents (however the list is not final) for the automation/ designing the IT dashboard:
 - Roles and responsibility of the inspecting officers/officials at various levels
 - Compliance matrix at all levels
 - Designation wise inspections and impact matrix
 - Types of inspections
 - Occurrences/frequency of inspections
 - Inspection forms/ templates (existing and feedback of stakeholders)
 - Compliance formats/ templates
 - IT module should consist of the comprehensive Safety Management System (SMS) which should include/ document all safety parameters as per the international rail safety standards, the statistics of all major/ minor accidents and the status of their enquiries.
18. The proposal thus submitted by the Consultant must contain the complete implementation strategy and a comprehensive action plan to be followed by the PR top management in order to implement the Safety Audit Regime in Pakistan Railways successfully and achieve the desired objectives & goals.

Mode of payment:

5.1 Currency used for payments

The Client shall make all payments to the Consultant in PKR. However, the Client 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 consultancy assignment.

5.1 Schedule of payments

a) Payment shall be made as per following schedule.

| S.# | Submission of Deliverables | Payment (%) |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1. | Preparation & submission of a comprehensive, viable and implementable structure and model of Safety Audit Regime for Pakistan Railways in accordance with TORs. (System Design) | 20 (Twenty) % |
| 2. | Preparation necessary legal and administrative documents, papers, summaries etc. for seeking approval of the competent authority as per law & procedures by M/o Railways | 20 (Twenty) % |
| 3(a) | Implementation and Establishment of the approved Safety Audit Regime in accordance with Recruitment Rules, procedures and directives of the client including IT solutions i.e. M/o Railways. (System Implementation) | 20(Twenty)% |
| 3(b) | Assistance, professional guidance & Training and Trouble Shooting of officers & staff and IT / Automation solutions implementation/training etc; at all levels, for smooth implementation & functioning of the Safety Audit Inspectorate as per TORs. | 40 (Forty)% |