CORRECTION

TO REQUEST FOR PROPOSAL

TO FRAME TERMS OF REFERENCES (TORs) TO ENGAGE CONSULTANT FOR
THE PREPARATION OF GOVERNANCE & HR STRUCTURES &
DEVELOPMENT OF BUSINESS AND CASH FLOW MODELS FOR UPGRADED
ML-1

As a result of pre-bid Conference held on May 20, 2020, date of submission of Request for Proposal
(RFP) which was fixed on 3rd June, 2020 has been extended up to 10th June, 2020. As a result of pre-
bid Conference held on May 20, 2020, Addendum No.1 to RFP has been issued. Addendum No.1 can
be downloaded from Pakistan Railway’s official website: www.pakrail.gov.pk or PPRA’s website

(Muhammad Shafiq)
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Ph: +92-42-99206056 & 99206054 Fax: +92-42-36286303
Email: pd.cpec@pakrail.gov.pk
ADDENDUM NO.1 TO RFP

TO FRAME TERMS OF REFERENCES (TORs) TO ENGAGE CONSULTANT FOR THE PREPARATION OF GOVERNANCE & HR STRUCTURES & DEVELOPMENT OF BUSINESS AND CASH FLOW MODELS FOR UPGRADED ML-1

As a result of pre-bid Conference held on May 09, 2020, this addendum is being issued to provide clarifications, additions, amendments and / or corrections to the above mentioned RFP. This addendum shall be deemed to form part of the RFP.

Request for Proposal

Last Date for Submission of Proposal

1. The last date for submission of proposal which was fixed at 3rd June, 2020 has been extended to 10th June, 2020.

Data Sheet

2. Sub clause no (ii) of Clause no. 2.19.1 as mentioned in the Data sheet is deleted and replaced with the following

<table>
<thead>
<tr>
<th>Paragraph Reference</th>
<th>Data Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.19.1 (ii) Project Team:</td>
<td>100</td>
</tr>
<tr>
<td>1) HR Expert</td>
<td>40</td>
</tr>
<tr>
<td>2) Governance Structure Expert</td>
<td>15</td>
</tr>
<tr>
<td>3) Contract Expert.</td>
<td>15</td>
</tr>
<tr>
<td>4) Technical Expert</td>
<td>15</td>
</tr>
<tr>
<td>5) Financial Expert</td>
<td>15</td>
</tr>
</tbody>
</table>

Appendix-II to Data Sheet of RFP

3. Table of Appendix-II is deleted and replaced with the following

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Qualification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HR Expert</td>
<td>Master of Human Resource Management, MBA(HR) or MBA</td>
<td>15 years</td>
</tr>
</tbody>
</table>
Sr. No. | Name                | Qualification                                                                 | Experience |
--------|---------------------|------------------------------------------------------------------------------|------------|
2       | Governance Structure Expert | Master of Management or Master of Organizational Behavior/Management or Master of Public Policy/Administration (MPP/MPA) MSc Organizational Development & Leadership or Master of Human Resource Management | 15 years   |
3       | Contract Expert     | BSc Engineering or LLB                                                        | 10 years   |
4       | Technical Expert    | Bachelor Degree in Engineering                                                 | 10 years   |
5       | Financial Expert    | FCA, CA, MBA and CFA                                                          | 10 years   |

Terms of Reference:

Clause No. 2: (OBJECTIVE)

4. Following sentence is added at the end of Clause no. 2:

   “Data available with Client will be provided to successful Consultant on demand if pertains to this assignment.”

Clause No. 3.1.10: (IT Support Model for the integrated operations of ML-1)

5. The last sentence of Clause no. 3.1.10 is deleted and replaced with the following:

   “TORs so prepared should include direction for Management Consultant to specify all Hardware & Software requirements for proposed IT support model.”
REQUEST FOR PROPOSAL (RFP)
FOR
HIRING OF CONSULTANTS

TO FRAME TERMS OF REFERENCES (TORs) TO ENGAGE CONSULTANT FOR THE
PREPARATION OF GOVERNANCE & HR STRUCTURES & DEVELOPMENT OF BUSINESS
AND CASH FLOW MODELS FOR UPGRADED ML-1

Team Leader, Project Implementation Unit (PIU), ML-1 Project, Pakistan Railways intends to hire the services of Consultancy Firms to ‘Frame Terms of References (TORs) to engage Consultant for the preparation of Governance & HR Structures & Development of Business and Cash Flow Models for upgraded ML-1’.

The interested firms can obtain RFP Documents comprising TORs, Evaluation Criteria and format of Technical & Financial Proposal from under mentioned address during office hours or can be downloaded from Pakistan Railways’ website www.pakrail.gov.pk and PPRA Website.

Bidding will be in accordance with Single Stage – Two Envelope procedure. Technical and Financial Proposals shall be submitted in TWO separate sealed envelopes.

A pre-proposal conference shall be held on 20th May, 2020 at 11:00 am at under mentioned address, for which prospective Consultants are requested to attend. Any further information can be obtained from the under signed during office hours.

The prospective bidders will submit their proposals only on prescribed format, at the following address on or before 3rd June, 2020 up to 2:00 pm. Technical proposals will be opened on the same date and venue at 2:30 pm in the presence of representative of firms, who choose to witness.

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Email: pd.cpec@pakrail.gov.pk
REQUEST FOR PROPOSAL (RFP)

HIRING OF CONSULTANTS

TO

FRAME TERMS OF REFERENCES (TORS) TO ENGAGE CONSULTANT FOR THE PREPARATION OF GOVERNANCE & HR STRUCTURES & DEVELOPMENT OF BUSINESS AND CASH FLOW MODELS FOR UPGRADED ML-1

(A CPEC PROJECT OF PAKISTAN RAILWAYS)

MAY, 2020

Team Leader / Project Director
PIU, ML-1 Project, Pakistan Railways
3-Mayo Gardens, Sunderdas Road, Lahore
Ph: +92-42-99206056 & 99206054 Fax: +92-42-36286303
Email: pd.cpec@pakrail.gov.pk
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Section 1: Letter of Invitation
No. CPEC/RFP (Re-tender)/2020/21

SUBJECT: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CONSULTANT TO FRAME TERMS OF REFERENCES (TORs) TO ENGAGE CONSULTANT FOR THE PREPARATION OF GOVERNANCE & HR STRUCTURES & DEVELOPMENT OF BUSINESS AND CASH FLOW MODELS FOR UPGRADED ML-1

1. The Team Leader / PIU (Project Implementation Unit) invites Technical and Financial proposals to provide the following services:

   “FRAME TERMS OF REFERENCES (TORs) TO ENGAGE CONSULTANT FOR THE PREPARATION OF GOVERNANCE & HR STRUCTURES & DEVELOPMENT OF BUSINESS AND CASH FLOW MODELS FOR UPGRADED ML-1”

2. 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.

3. The RFP includes the following documents:
   - Section 1: Letter of Invitation
   - Section 2: Instructions to Consultants (including Data Sheet)
   - Section 3: Technical Proposal – Standard Forms
   - Section 4: Financial Proposal – Standard Forms
   - Section 5: Terms of Reference (TOR’s)

4. 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.

5. 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

6. 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.

7. The Consultant can be single entity or Joint Venture / consortium of Consulting Firms.

8. The Technical and Financial proposals are to be submitted in separate sealed envelopes at the following address not later than 3rd June, 2020 till 02:00 pm.

9. Any further information can be obtained from the under mentioned office address during office hours.

Team Leader / PIU
ML-1 Project, Pakistan Railways
3-Mayo Gardens, Sunderdas Road, Lahore
Ph: +92-42-99206056, 99206054 Fax: +92-42-36286303
E-mail: pd.cpec@pakrail.gov.pk
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.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of JV partners</th>
<th>% share proposed for this assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lead Partner</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Partner No.1</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Partner No.2</td>
<td></td>
</tr>
</tbody>
</table>

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)
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 Team Leader /PIU, Pakistan Railways, 3-Mayo Gardens, Lahore.

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.


2.1.10. “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 TORs and RFP.

2.1.14. “Similar Assignment” means preparation of Governance Structure or HR Model of any organization or development of HR Structure or re-structuring of organization or organization change or strategic planning of organization or Preparation of RFP and TORs for Governance Structure or HR Model or restructuring 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.
2.2. 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) and 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 Consultant 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 three years.

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

2.14. Financial Proposal

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

2.15. Payment of Remuneration

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

2.21. 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

### DATA SHEET

<table>
<thead>
<tr>
<th>Paragraph Reference</th>
<th>Description</th>
</tr>
</thead>
</table>
| 2.1.2               | **Name of the Client:**
|                     | Team Leader/PIU, ML-1 Project, Pakistan Railway 3-Mayo Gardens, Lahore. |
|                     | **Method of Selection:**
|                     | QCBS (Quality and Cost based Selection) in accordance with PPRA Rule 2004 and PPRA Procurement of Consultancy Services Regulations PCSR-2010. |
|                     | **Bidding Procedure:**
|                     | Single Stage – Two Envelope Procedure |
| 2.2.1               | **Name of the assignment is:**
|                     | “Frame Terms of References (TORs) to engage Consultant for the Preparation of Governance & HR Structures & Development of Business and Cash Flow Models for Upgraded ML-1” |
|                     | 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 |
| 2.2.3 2.11.1        | **Client’s Representative**
|                     | Infrastructure Specialist, PIU, ML-1 Project, Pakistan Railway 3-Mayo Gardens, Sunderdas Road, Lahore
|                     | Ph: +92-42-99206056 & 99206054 Fax: +92-42-36286303
|                     | E-mail: pd.cpec@pakrail.gov.pk |
| 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 |
| 2.17.1              | 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       | **The Proposal submission address is:**
|                     | **Team Leader/PIU, ML-1 Project, Pakistan Railway 3-Mayo Gardens, Sunderdas Road, Lahore** |
|                     | Proposals must be submitted not later than the following date and time: **On or before 3rd June, 2020 till 2:00 PM** |
### Instructions to Consultant

**DATA SHEET**

#### Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

(i) **Company Profile:** 40%
(ii) **Project Team:** 40%
(iii) **Approach & Methodology:** 20%

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) <strong>Company Profile:</strong></td>
<td>[100]</td>
</tr>
<tr>
<td>a) Number of similar Assignments</td>
<td>[60]</td>
</tr>
<tr>
<td>b) Organization Structure</td>
<td>[20]</td>
</tr>
<tr>
<td>c) Financial Capability</td>
<td>[20]</td>
</tr>
<tr>
<td>Total = A₁</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii) <strong>Project Team:</strong></td>
<td>[100]</td>
</tr>
<tr>
<td>1) Team leader / HR Expert</td>
<td>[40]</td>
</tr>
<tr>
<td>2) Governance Structure Expert</td>
<td>[20]</td>
</tr>
<tr>
<td>3) Contract Expert.</td>
<td>[20]</td>
</tr>
<tr>
<td>4) Technical Expert</td>
<td>[20]</td>
</tr>
<tr>
<td>Total = A₂</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>(iii) <strong>Approach &amp; Methodology:</strong></td>
<td>[100]</td>
</tr>
<tr>
<td>a) Understanding &amp; Innovativeness</td>
<td>[40]</td>
</tr>
<tr>
<td>b) Methodology &amp; Work plan</td>
<td>[60]</td>
</tr>
<tr>
<td>Total = A₃</td>
<td></td>
</tr>
</tbody>
</table>

The technical score required to pass is: **60 Points**.

Further details of Evaluation Criteria are described in Appendix-I & Appendix-II to Data Sheet.
## Instructions to Consultant

### DATA SHEET

| 2.20.4 | Technical = 80% (Eighty)  
Financial = 20% (Twenty)  
The formula for determining the financial scores is as following:  
\[ S_f = 100 \times F_m / F \]  
\( S_f \) = The financial score  
\( F_m \) = The lowest price  
\( F \) = The price of the proposal under consideration. |
| 2.21.1 | Address for Technical negotiations:  
Team Leader / PIU, ML-1 Project, Pakistan Railway 3-Mayo Gardens,  
Sunderdas Road, Lahore |
| 2.26.1 | Completion Period for Preparation of Terms of Reference and Request for Proposal is Sixty (60) calendar days from the date of signing of Agreement. Completion Period for evaluation of proposals of Management Consultant will be Fourteen (14) calendar days from date of opening of proposals of Management Consultant |
**Appendix-I to Data Sheet**

**Details of Evaluation Criteria**

**Mandatory Requirements.**

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

(1) **Company Profile** (100 Marks)

a) **Number of similar assignments (60 Marks)**

<table>
<thead>
<tr>
<th>Project</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Project</td>
<td>40%</td>
</tr>
<tr>
<td>2nd Project</td>
<td>60%</td>
</tr>
<tr>
<td>3rd Project</td>
<td>80%</td>
</tr>
<tr>
<td>4th Project</td>
<td>90%</td>
</tr>
<tr>
<td>5th Project</td>
<td>100%</td>
</tr>
</tbody>
</table>

b) **Financial Capability (20 Marks)**

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

<table>
<thead>
<tr>
<th>Turnover Range</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than or equal to 30</td>
<td>100%</td>
</tr>
<tr>
<td>More than or equal to 20 but &lt;30</td>
<td>80%</td>
</tr>
<tr>
<td>More than or equal to 10 but &lt;20</td>
<td>60%</td>
</tr>
<tr>
<td>Less than 10</td>
<td>20%</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Education Level</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>M Phil / PhD or equivalent</td>
<td>100%</td>
</tr>
<tr>
<td>MSc or equivalent</td>
<td>90%</td>
</tr>
<tr>
<td>BSc or equivalent</td>
<td>80%</td>
</tr>
</tbody>
</table>

ii). **Experience (40%)**

Where minimum experience is 15 years

<table>
<thead>
<tr>
<th>Experience Level</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twenty years or more</td>
<td>100%</td>
</tr>
<tr>
<td>15 to &lt;20 years</td>
<td>80%</td>
</tr>
<tr>
<td>Less than 15 years</td>
<td>0%</td>
</tr>
</tbody>
</table>

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

Where minimum experience is 10 years

<table>
<thead>
<tr>
<th>Experience Level</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fifteen years or more</td>
<td>100%</td>
</tr>
<tr>
<td>10 to &lt;15 years</td>
<td>80%</td>
</tr>
<tr>
<td>Less than 10 years</td>
<td>0%</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Assignments</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five or more</td>
<td>100%</td>
</tr>
<tr>
<td>4 assignments</td>
<td>80%</td>
</tr>
<tr>
<td>3 assignments</td>
<td>60%</td>
</tr>
<tr>
<td>2 assignments</td>
<td>40%</td>
</tr>
<tr>
<td>Less than two</td>
<td>Zero</td>
</tr>
</tbody>
</table>

(3) **Approach & Methodology**

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

<table>
<thead>
<tr>
<th>Quality</th>
<th>Grade</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>A</td>
<td>100%</td>
</tr>
<tr>
<td>Good</td>
<td>B</td>
<td>70%</td>
</tr>
<tr>
<td>Average / below average</td>
<td>C</td>
<td>50%</td>
</tr>
<tr>
<td>Absent</td>
<td>D</td>
<td>0</td>
</tr>
</tbody>
</table>
Appendix-I to Data Sheet (contd…..)

**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.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Qualification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader/HR Expert</td>
<td>Master of Human Resource Management, MBA(HR) or MBA</td>
<td>15 years</td>
</tr>
<tr>
<td>2</td>
<td>Governance Structure Expert</td>
<td>Master of Management or Master of Organizational Behavior/Management or Master of Public Policy/Administration (MPP/MPA) or MSc Organizational Development &amp; Leadership</td>
<td>15 years</td>
</tr>
<tr>
<td>3</td>
<td>Contract Expert</td>
<td>BSc Engineering or LLB</td>
<td>10 years</td>
</tr>
<tr>
<td>4</td>
<td>Technical Expert</td>
<td>Bachelor Degree in Engineering</td>
<td>10 years</td>
</tr>
</tbody>
</table>

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.
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

(Please submit on Company’s Letterhead)

To: Team Leader/PIU
3-Mayo Gardens, Sunderdas Road,
Lahore, Pakistan.

Subject: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CONSULTANTS TO FRAME TERMS OF REFERENCES (TORs) TO ENGAGE CONSULTANT FOR THE PREPARATION OF GOVERNANCE & HR STRUCTURES & DEVELOPMENT OF BUSINESS AND CASH FLOW MODELS FOR UPGRADED ML-1

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 services similar to the ones requested under this Assignment.]

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Value of the Project (in Pak Rs or US$):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country: Location within country:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td></td>
</tr>
<tr>
<td>Start date (month/year): Completion date (month/year):</td>
<td>Value of consultancy services provided by your firm under the agreement (in Pak Rs or US$):</td>
</tr>
<tr>
<td>Name of associated Consultant, if any:</td>
<td>Percentage of input provided by associated Consultant:</td>
</tr>
<tr>
<td>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</td>
<td></td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
</tbody>
</table>
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 ports. 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 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.
<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>CNIC / Passport No.</th>
<th>Firm</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
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]:

3. Name of Staff [Insert full name]:

4. Date of Birth: ___________________________ Nationality:

5. CNIC No (if Pakistani): ____________________ or Passport No:

6. Education:

<table>
<thead>
<tr>
<th>Degree</th>
<th>Major/Minor</th>
<th>Institution</th>
<th>Date (MM/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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.]:

<table>
<thead>
<tr>
<th>Employer</th>
<th>Position</th>
<th>From (MM/YYYY)</th>
<th>To (MM/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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: ____________________________
4) Name of assignment or project: ________________________________
   Year: ________________________________________________
   Location: _____________________________________________
   Client: _______________________________________________
   Main project features: __________________________________
   Positions held: _________________________________________
   Activities performed: ___________________________________

5) Name of assignment or project: ________________________________
   Year: ________________________________________________
   Location: _____________________________________________
   Client: _______________________________________________
   Main project features: __________________________________
   Positions held: _________________________________________
   Activities performed: ___________________________________

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: _________________________________________
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**

<table>
<thead>
<tr>
<th>For the year (in Million Pak Rs)</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For assessment purpose average turnover of three years shall be considered

(*in case of joint venture please provide above information for all partners*)
Section 4: Financial Proposal- Standard Forms

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

FIN-1    Financial Proposal Submission Form
FIN-2    Summary of Costs
FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

(Please submit on Company’s Letterhead)

[Location, Date]

To:

Team Leader/PIU
3-Mayo Gardens, Sunderdas Road,
Lahore, Pakistan.

Subject: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CONSULTANTS TO FRAME TERMS OF REFERENCES (TORs) TO ENGAGE CONSULTANT FOR THE PREPARATION OF GOVERNANCE & HR STRUCTURES & DEVELOPMENT OF BUSINESS AND CASH FLOW MODELS FOR UPGRADED ML-1

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

<table>
<thead>
<tr>
<th>S.No</th>
<th>Item</th>
<th>Costs (Pak Rupees)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In Words</td>
</tr>
<tr>
<td>1</td>
<td>Preparation of TORs for various Structures and Models and Implementation in accordance with TORs</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Preparation of Request for Proposal (RFP)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technical Evaluation &amp; Final Selection of Consultant</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

**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
Section 5: Terms of Reference
TERMS OF REFERENCES (TORs) FOR
HIRING CONSULTANT TO FRAME TERMS OF REFERENCES (TORS) TO ENGAGE CONSULTANT FOR THE PREPARATION OF GOVERNANCE & HR STRUCTURES & DEVELOPMENT OF BUSINESS AND CASH FLOW MODELS FOR UPGRADED ML-1
(A CPEC PROJECT OF PAKISTAN RAILWAYS)
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1 INTRODUCTION

The up-gradation of ML-1 project has been planned in line with Government of Pakistan
long term plan for revival of railways in Pakistan as imbibed in Vision 2025. Pakistan
Vision 2025, which seeks to establish an efficient and integrated transportation system
that will facilitate the development of a competitive economy. According to Vision 2025
"Railways will be revived as a socially and financially viable organization, with its share
growing from less than 4% of the freight transport sector to more than 20%”. As a first
step, ML-1 has been picked up for up-gradation as an Early Harvest Project under China
Pakistan Economic Corridor (CPEC) arrangement.

The whole project envisages the up-gradation of ML-1, establishment of a dry port near
Havelian Railway Station; up-gradation of Pakistan Railway Academy Walton, Lahore;
and passenger facilities improvement at important railway stations.

The whole project has been divided into three packages for the purpose of execution:

<table>
<thead>
<tr>
<th>Package</th>
<th>Amount proposed (Million USD)</th>
<th>Execution Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package-1</td>
<td>3375.667</td>
<td>04 Years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>January, 2021 to Dec, 2024</td>
</tr>
<tr>
<td>Package-2</td>
<td>2241.324</td>
<td>05 Years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>January, 2022 to Dec, 2026</td>
</tr>
<tr>
<td>Package-3</td>
<td>3555.376</td>
<td>07 Years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>January, 2023 to Dec, 2029</td>
</tr>
<tr>
<td>Total</td>
<td>9172.367</td>
<td>Total 9 Years</td>
</tr>
</tbody>
</table>

1.1. Need Assessment

This project will require a new system of governance and fully equipped human resource to
get the intended benefits and ensure the repayment of foreign loan. Basic and foremost
requirement of successful business is “quick and rational decision making at right time with
a fair degree of Autonomy”. Therefore, ML-1 needs to be operated under a different
Governance Structure supported by suitable Human Resource, which should be capable
enough to meet the requirements of a modern and Upgraded Railways System.

2 OBJECTIVE

The prime objective of this consultancy service is to prepare Terms of References (TORs)
along with Request for Proposal (RFP) to engage a National / International Consultant
(herein after called Management Consultant) for the organizational and human resource
structures and all other aspects related to the successful management of ML-1 as described
under the Scope of Services. The TORs to be prepared by the Consultant shall cover two phases:

i. Phase-I

Detailed TORs for Preparation of Governance & HR Structures, Development of Business and Cash Flow and other Models for upgraded ML-1.

ii. Phase-II

Detailed TORs for Implementation of various Structures and Models prepared by the Management Consultant.

3 SCOPE OF SERVICES

The said consultancy service is being rendered to prepare Terms of References (TORs). The TORs to be framed by the Consultant must cover following areas in addition to any other aspect considered important to the purpose of this assignment. In the light of these TORs, the services to be provided by the Management Consultant should have incorporated preparation of Governance & HR structures and a number of other Models like Business & Cash Flow models for upgraded ML-1. Following is the Scope of Services of preparation of TORs to hire a Management Consultant for the purpose of future management of ML-1.

3.1 Phase-I – Preparation of TORs for various Structures and Models

3.1.1 Governance Structure

TORs to be framed by the Consultant should cover the need for a Governance Structure for ML-1, keeping in view the various Governance Structures prevalent in modern day railways after reviewing the existing governance / organization structure of ML-1. These TORs should also identify areas to be discovered by the Management Consultant to improve the operational efficiency and the management through an enhanced organization structure. The Management Consultant shall be required to prepare a Governance Structure for ML-1 with a view to separate it from rest of PR network to transform ML-1 into a competitive, profitable, self-sustainable entity. It should have defined the complete hierarchy along with roles, responsibilities and authorities of each tier and stipulate a strategy for the communication channels and interfaces with its clients covering all risks.

3.1.2 Human Resource Model
Proposed TORs must ensure to conduct an HR Systems Audit to analyze the gap in existing and required HRM policies, practices and procedures and design customized policies for ML-1 in line with international best practices. This may include a study of the recruitment & selection process, performance appraisal / management system, training and development practice and compensation system and strategy by the Management Consultant. TORs should also seek comprehensive HR Policies and Procedures covering recruitment and selection, trainings, performance management system, career planning, compensation, disciplinary rules and employee well-being. TORs must ensure to conduct capability analysis of existing HR resources and indicate specialized trainings required to enhance their capabilities to adjust into the upgraded ML-1 or identify recruitment needs for additional staff under new governance system. TORs will also cover transparent and result based performance management system which could ensure assessment of achievements through an elaborative and integrated system of Key Performance Indicators (KPIs). TORs will also address the needs of training programs to build the capacity of identified staff in railway operation and maintenance. The major areas of training may include but not limited to capacity building in marketing, digital technology, mechanized track maintenance, contract management, standards and specifications, modern signaling system, integrated train control operations, decision making and strategy formulation, conflict and negotiation, teamwork, leadership and corporate communications.

3.1.3 Financial & Economic Models of ML-1

Proposed TORs must cover the study of existing Financial Model / Analysis which is an integral part of updated PC-1 and point out deficiencies along-with workable suggestions for their rectification by analyzing the current and future passenger and freight markets. The projected growth of freight and passenger businesses should be backed by reliable resources, verifiable data, previous studies (if any) and nationally / internationally accepted models / calculations. This may include the use of specific software as a data tool to be shared with the Client. The TORs should also emphasize upon study of operating cost incurred by PR and build projections for ML-1 based on verifiable factors including but not limited to consumption of oil and lubricants as per projected operation’s volume, projections of global oil prices, labor requirements as per new system, wage rates and maintenance costs associated with the new system. The Management Consultant will be required to develop a detailed financial model by calculating the NPV, IRR and payback
period based on Capital Cost and incorporating Track Access Regime as the main instrument of business under enhanced capacity. The TORs will be framed in a way to cover the needs of Economic Analysis by providing a deterministic review of all primary (direct) and secondary as well as tertiary (indirect) benefits that can accrue to the economy after the implementation of the Project. These may include but not limited to the level of improvement in turn-around/travel times (ports to up-country and back), the impact of the Project on competitiveness, ease of doing business, and associated indices (e.g. Logistics Performance Index etc.), impact on productivity, fuel savings, savings from vehicle operating costs, impact on Total Factor Productivity, Climate Change and overall impact on Pakistan’s macro-economic indicators. The TORs will also address the need of sensitivity analysis on the major parameters including but not limited to price of tickets, freight/passenger traffic, fuel escalation, impact on debt repayment due to exchange rate fluctuation, and any other factors deemed necessary for best-in-class appraisal of railway projects.

3.1.4 Revenue Generation Model

TORs as framed by the Consultant are required to cover increased business volume at ML-1 after up-gradation. The role of Management Consultant may include but not limited to identify different “Business Models” for revenue generation like Public Private Partnership, Commercial Management Outsourcing and Track Access Regime etc. and analyze pros and cons of these models. How these models can be run successfully by formulating passenger, freight and non-fare revenue strategies should also be made part of these TORs. Identification of costs, mechanisms and policy requirements for implementation of suggested models will also be the part of the exercise.

3.1.5 Private Sector Engagement Model

After up-gradation of ML-1, line capacity will increase many folds providing additional room for inviting private sector to run passenger and freight trains under Track Access Regime. Proposed TORs should include a comprehensive private sector engagement model to fully utilize this increased line capacity by identifying private sponsors for investment in both passenger and freight sectors such as provision of new fleet for both passenger and freight, handling operation at freight terminals and door to door service of freight operation. TORs should also cover avenues of bringing financing, technology, and management skills into the new system under a suitable legal framework to meet the
requirements of PPRA and all other relevant legislation dealing Public-Private Partnerships.

3.1.6 Outsourcing Model

TORs prepared by the Consultant will ensure to identify the services in different segments of ML-1 especially Supply Chain Management, Human Resource Management, and Maintenance Work which can be outsourced based on comparative analysis. This would be developed through a mechanism for identification and evaluation of services for outsourcing in future. This will also include but not limited to changes in management practices based on cultural understanding so as to facilitate and expedite the outsourcing processes.

3.1.7 Operational Model

TORs will also ensure the development of a comprehensive Operational Model to explore the enhanced line capacity over up-graded ML-1 by formulating a fully automated train operation with a fail-safe mechanism to ensure highest level of safety. This will include but not limited to evaluate present resources and provide a candid need assessment of resources required for such operational model to be developed by the Management Consultant. Introducing a fair level of redundancy and transparency to dove-tail business model with operational model are also required to be covered under these TORs.

3.1.8 Competitive Enhancement Model

In order to enhance competition among various operators, TORs will ensure that Management Consultant will conduct a detailed market research based on different research methods like surveys, focus groups and observations (backed by credible data) to identify and understand market behavior and requirements regarding transportation systems for passenger and freight services over ML-1. Through these TORs, the Management Consultant should have been elucidated to identify and analyze the competitive advantages of Updated Railways System like speed, safety and comfort level over competitors like roads, trucks etc.

3.1.9 Rolling Stock Availability & Maintenance Model

As a part of these TORs, a detailed analysis will be required for ensuring availability of rolling stock and its maintenance. The study conducted by the Management Consultant in this regard should have been resulted into multiple models for Rolling Stock Procurement,
Maintenance and Sharing among different operators. This will include detailed methods and procedures for maintenance and operations of rolling stock keeping in view the clients e.g. ML-1 Authority, Pakistan Railways and Private Sector Operators for efficient resource utilization.

### 3.1.10 IT Support Model for the integrated operations of ML-1

IT is a compulsory element in making organizations efficient and effective. Up-gradation of ML-1 will require establishment of an efficient IT system for effective performance. TORs as framed by the Consultant must also require an IT Support Model to fully automate all functions of ML-1. This will include the development of IT infrastructure and connecting all stakeholders during execution of the project and after the execution under a comprehensive O&M regime. TORs will also specify all Hardware & Software requirements for proposed IT support model.

### 3.2 Phase-II – Preparation of TORs for Implementation of Various Structures & Models

In this Consultancy Assignment the Consultant shall frame TORs for Management Consultant that Management Consultant shall also be required to implement various Structures and Models so prepared by him. The TORs shall include that the Management Consultant shall provide a complete procedure for the implantation of above referred structures / models. The Management Consultant will assist the Client to implement these Structures/Models clearly identifying the need of approvals and legal backings required for this implementation process. It should also be included in the TORs that the Management Consultant shall provide full technical assistance and a timeframe comprising of well-defined milestones and deliverables to implement the agreed models.

It is pertinent to mention that execution period of up-gradation of ML-1 is around nine years during which Management Consultant is not necessarily required to be engaged with the Client for whole execution period. It is proposed that Management Consultant shall remain associated with the Client for at-least three (03) years, during which it is expected that major milestones will be achieved. However, the Consultant may suggest any other suitable time frame for this purpose.

### 3.3 Preparation of Request for Proposal (RFP)

The Consultant is also required to develop a Request for Proposal (RFP) along with an elaborative Evaluation Criteria to hire the Management Consultants.
3.4 Technical Evaluation & Final Selection
The Consultant will assist the Client regarding the process of receiving the proposals, technical evaluations and final selection of the Management Consultant.

3.5 Clarification regarding Scope of Services
These TORs and the information contained therein are only for the purpose of guidelines and providing an overview of the desired objectives to be achieved from the Management Consultant. The Consultant while framing its own TORs to engage the services of such Management Consultant may add supplementary information/clauses as deemed appropriate to meet the Client’s objectives.

4 Deliverables

4.1 The Consultants shall provide the following:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description / Deliverables</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Preparation of TORs for various Structures and Models and Implementation in accordance with TORs</td>
<td>Five (5) copies of each with editable Soft Copy on CD/DVD/USB</td>
</tr>
<tr>
<td>2.</td>
<td>Preparation of Request for Proposal (RFP)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Technical Evaluation &amp; Final Selection of Consultant</td>
<td></td>
</tr>
</tbody>
</table>

5 Mode of payment

5.1 Currency used for payments
The Client shall make all payments to the Consultant in Pak Rupees. 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.

5.2 Schedule of payments

a) Payment shall be made as per following schedule.

<table>
<thead>
<tr>
<th>S No.</th>
<th>Submission of Deliverables</th>
<th>%age Payment on Submission of Draft</th>
<th>%age Payment on Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Preparation of TORs for various Structures and Models and Implementation in accordance with TORs</td>
<td>50 (Fifty) %</td>
<td>50 (Fifty) %</td>
</tr>
<tr>
<td>S No.</td>
<td>Submission of Deliverables</td>
<td>%age Payment on Submission of Draft</td>
<td>%age Payment on Approval</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>2.</td>
<td>Preparation of Request for Proposal (RFP)</td>
<td>50 (Fifty) %</td>
<td>50 (Fifty) %</td>
</tr>
<tr>
<td>3.</td>
<td>Technical Evaluation &amp; Final Selection of Consultant</td>
<td>50 (Fifty) %</td>
<td>50 (Fifty) %</td>
</tr>
</tbody>
</table>

b) 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.

6 **Time for Completion of Assignment**

“Completion Period for Preparation of Terms of Reference and Request for Proposal is Sixty (60) calendar days from the date of signing of Agreement. Completion Period for evaluation of proposals of Management Consultant will be Fourteen (14) calendar days from date of opening of proposals of Management Consultant.”.

7 **Mobilization Advance Payments**

In accordance with the prevailing policy of Ministry of Railways, mobilization advance payment is not admissible.

8 **Financing Charges**

No Financing Charges shall be admissible due to delayed payment.