

Request for Proposals (RFP)

For Selection of Consulting Firm

**For
Third Party Validation (TPV)
of Randomly Selected Public Procuring Agencies
in Punjab**

**Punjab Procurement Regulatory Authority (PPRA)
Government of the Punjab**

June 2016

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(to be signed with the Consultanting firm, which has been recommended for award of contract).	

PART I

Section 1. Instructions to Consultant (ITC)

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Rules” means the Punjab Procurement Rules 2014 (amended Jan, 2016)) governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- (d) “Client” means the procuring agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “Data Sheet” means an integral part of the Instructions to Consultant (ITC) Section 2 that is used to reflect specific conditions to supplement assignment, but not to overwrite, the provisions of the ITC.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) “Government” means the Government of the Punjab.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and

on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultant that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (n) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (r) “Services” means the work to be performed by the Firm pursuant to the Contract.
- (s) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (t) “TORs” (this Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procuring Agency.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a Consultant that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or

directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) 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 for the same or for another Client.

c. Conflicting relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practices” is an arrangement among bidders

- (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.
- (b) The Client will reject a proposal for award if it determines that the Consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) The Client will declare misprocurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;
 - (d) The Client will sanction a Consultant at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Consultant ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated¹

¹ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the firm in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the firm’s proposal for the particular services.

sub-consultant, supplier, or service provider of an otherwise eligible Consultant being awarded a Government-financed contract.

5.2 In further pursuance, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Procuring Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Procuring Agency.

6. Eligibility

6.1 The Procuring Agency permits Consultants, including Joint Ventures and their individual members to offer services.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in the Applicable Rules.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A Consultant sanctioned by the Government in accordance with the above Clause 5.1 shall be ineligible to be awarded a contract, or otherwise, during such period of time as the Government shall determine. The list of debarred/blacklisted Consultants is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Consultants and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligibility).

c. Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions shall be eligible if they (i) are legally and financially autonomous, and (ii) operate under commercial law.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were

working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

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| <p>7. General Considerations</p> | <p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> |
| <p>8. Cost of Preparation of Proposal</p> | <p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p> |
| <p>9. Language</p> | <p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Firm and the Client, shall be written in the language(s) specified in the Data Sheet.</p> |
| <p>10. Documents Comprising the Proposal</p> | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking to observe, in competing for and executing a contract, laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section</p> |

4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The

technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. 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 its source) to all shortlisted Consultants. If the Client deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in

the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted Consultants in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

15. Technical Proposal Format and Content

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

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the

Contract unless stated otherwise in the **Data Sheet**.

- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND**

THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award

publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. 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 or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked

Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In

case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's 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.

- b. Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

- 25. Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall include all applicable taxes in accordance with the instructions in the **Data Sheet**.

- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

- a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Least-Cost Selection

27.2 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

c. Quality Based Selection

27.3 In the case of Quality Based Selection (QBS), the Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.

28.7 Unit rates negotiations shall take place when the offered

Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.7 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section 2. Instructions to Consultant (ITC)

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Client: <u>Punjab Procurement Regulatory Authority (PPRA), Government of the Punjab, Lahore.</u></p> <p>Method of Selection: <u>Quality and Cost Based Selection (QCBS)</u></p>
2.2	<p>The name of the assignment is: “Third Party Validation (TPV) of Randomly Selected Public Procuring Agencies in Punjab”</p> <p>Financial Proposal to be submitted together with Technical Proposal in a separate sealed envelope.</p>
2.3	A pre-proposal conference will not be held.
2.4	The Client will provide TORs to facilitate the preparation of the Proposals .
6.3.1	A list of debarred/blacklisted Consultants is available at PPRA’s website: www.ppra.punjab.gov.pk
B. Preparation of Proposals	
9.1	This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
10.1	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p><u>TECHNICAL PROPOSAL:</u></p> <ol style="list-style-type: none"> Power of Attorney to sign the Proposal Form-1 Form-2 Form-3 Form-4 Form-5

	<p>g. Form-6</p> <p>AND</p> <p><u>FINANCIAL PROPOSAL:</u></p> <p>(1) Form-1</p> <p>(2) Form-2</p> <p>(3) Form-3</p> <p>(4) Form-4</p> <p>(5) Statement of Undertaking</p>
10.2	Statement of Undertaking is required.
11.1	Participation of JV or Sub-consultants is NOT permissible at RFP stage
12.1	Proposals must remain valid for 120 days .
13.1	Clarifications may be requested no later than 3 days prior to the submission deadline. The contact information for requesting clarifications is: ps.ppra@mail.com
14.1.1	Shortlisted Consultant shall NOT associate with other Shortlisted or Non-shortlisted Consultant(s) at RFP stage .
15.2	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p>In Lump-Sum contract assignment, the following information to be provided shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This information shall not be used as a basis for payments under Lump-Sum contracts:</p> <p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p>

	<p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p>
16.2	Price adjustment is NOT applicable.
16.3	Information on the Consultant's tax obligations can be found at: www.fbr.gov.pk and www.pra.punjab.gov.pk/
16.4	The Consultants will be paid in Pakistani Rupee (PKR) .
C. Submission, Opening and Evaluation	
17.1	The Consultants shall NOT have the option of submitting their Proposals electronically .
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original, and four (4) copies</p> <p>(b) Financial Proposal: one (1) original</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 25th August, 2016</p> <p>Time: 11:30 am</p> <p>On the outer sealed envelope mark the warning marking ("Do not open before 25th August, 2016")</p> <p>The Proposal submission address is: <u>Punjab Procurement Regulatory Authority (PPRA), 3rd Floor, Alfalah Building, The Mall, Lahore.</u></p>
19.1	<p>The opening shall take place at:</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: immediately after the time for the submission deadline stated in 17.7</p> <p>No online option of the opening of the Technical Proposals is offered.</p>
19.2	The following information will be read aloud at the opening of the Technical Proposal: The names of Consultants, duly signed Proposal Submission Form-1, and presence/absence of duly sealed financial envelopes.

21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <p>(i) <u>Size of Firm:</u> [10 Points]</p> <table> <tr> <td>Firm having 1 to 5 Partners</td> <td>3 Points</td> </tr> <tr> <td>Firm having up to 15 Partners</td> <td>6 Points</td> </tr> <tr> <td>Firm having up to 25 Partners or more</td> <td>10 Points</td> </tr> </table> <p>(ii) <u>Specific Experience of undertaking 3 Similar Assignments with Government Agencies in last 5 years:</u> [30 Points]</p> <table> <tr> <td>One (1) Assignment amounting Rs. 3 to 5 million</td> <td>10 Points</td> </tr> <tr> <td>One (1) Assignment amounting Rs. 6 to 8 million</td> <td>10 Points</td> </tr> <tr> <td>One (1) Assignment amounting Rs. 9 to 11 million</td> <td>10 Points</td> </tr> </table> <p>(iii) <u>Quality of Methodology, Work Plan and Time Schedule in responding to TORs:</u> [20 Points]</p> <ul style="list-style-type: none"> • Methodology is clear and responds to TORs: 7 Points • Work Plan provides a detailed activity list: 7 Points • Time Schedule is realistic: 6 Points <p>(iv) <u>Specific Experience of Team in carrying out similar Assignments:</u> <i>Each position number corresponds to the same for the <u>Key Experts in Form-6</u> to be prepared by the Consultant. Each year carries 2 points.</i> [40 Points]</p> <p>a) <i>Position K-1: Manager /Team Leader</i></p> <table> <tr> <td>Relevant education: ACA</td> <td>6 Points</td> </tr> <tr> <td>Relevant experience: 3 years of Post-Audit experience</td> <td>6 Points</td> </tr> </table> <p>b) <i>Position K-2: Associate</i></p> <table> <tr> <td>Relevant education: CA Inter, ACCA, ACMA</td> <td>3 Points</td> </tr> <tr> <td>Relevant experience: 2 years of Post-Audit experience</td> <td>4 Points</td> </tr> </table> <p>c) <i>Position K-3: Associate</i></p> <table> <tr> <td>Relevant education: CA Inter, ACCA, ACMA</td> <td>3 Points</td> </tr> <tr> <td>Relevant experience: 2 years of Post-Audit experience</td> <td>4 Points</td> </tr> </table> <p>d) <i>Position K-4: Associate</i></p> <table> <tr> <td>Relevant education: CA Inter, ACCA, ACMA</td> <td>3 Points</td> </tr> <tr> <td>Relevant experience: 2 years of Post-Audit experience</td> <td>4 Points</td> </tr> </table> <p>e) <i>Position K-5: Associate</i></p> <table> <tr> <td>Relevant education: CA Inter, ACCA, ACMA</td> <td>3 Points</td> </tr> <tr> <td>Relevant experience: 2 years of Post-Audit experience</td> <td>4 Points</td> </tr> </table>	Firm having 1 to 5 Partners	3 Points	Firm having up to 15 Partners	6 Points	Firm having up to 25 Partners or more	10 Points	One (1) Assignment amounting Rs. 3 to 5 million	10 Points	One (1) Assignment amounting Rs. 6 to 8 million	10 Points	One (1) Assignment amounting Rs. 9 to 11 million	10 Points	Relevant education: ACA	6 Points	Relevant experience: 3 years of Post-Audit experience	6 Points	Relevant education: CA Inter, ACCA, ACMA	3 Points	Relevant experience: 2 years of Post-Audit experience	4 Points	Relevant education: CA Inter, ACCA, ACMA	3 Points	Relevant experience: 2 years of Post-Audit experience	4 Points	Relevant education: CA Inter, ACCA, ACMA	3 Points	Relevant experience: 2 years of Post-Audit experience	4 Points	Relevant education: CA Inter, ACCA, ACMA	3 Points	Relevant experience: 2 years of Post-Audit experience	4 Points
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	Total points for the above criteria: <i>[100 points]</i> The minimum technical score (St) required to pass is: <u>70</u>
23.1	No online option of the opening of the Financial Proposals is offered
25.1	Financial Proposal shall include all applicable taxes, which includes Income Tax and Sales Tax. The Client shall act as a withholding agent as required by Income Tax Ordinance, as enforced.
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = <u>80% /weight</u>, and P = <u>20% / weight</u></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
28.1	Expected date and address for Contract Negotiations : Date: <u>15th September, 2016</u> Address: <u>PPRA Office, 3rd Floor, Alfalah Building, The Mall, Lahore</u>
30.1	The publication of the contract award information will be published online: www.ppra.punjab.gov.pk
30.2	Expected date for the commencement of the Services: Seven (07) days after contract signing, following confirmation of Key Experts’ availability to start the Assignment, which shall be submitted to the Client in writing as a written statement signed by each Key Expert.

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required (v)	FORM	DESCRIPTION	Page Limit
√	1	Technical Proposal Submission Form.	
“√” If applicable	1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√	2	Consultant’s Organization and Experience.	
√	3	Comments or Suggestions on the Terms of Reference.	
√	4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	5	Work Schedule and Planning for Deliverables	
√	6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

TECHNICAL PROPOSAL (FORM -1)

PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following Consultants as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:]* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery./
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**TECHNICAL PROPOSAL
(FORM -2)**

COMMENTS AND SUGGESTIONS

Form-2: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment;

On the Terms of Reference

{improvements to the Terms of Reference}

TECHNICAL PROPOSAL (FORM -3)

ORGANIZATION AND EXPERIENCE

Form-3: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A – Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B – Consultant's Experience

1. List only previous similar assignments successfully completed in the last **5 years**.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other Consultants cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Name of Client	Assignment name/& brief description of main deliverables/outputs	Role in the Assignment	Duration	Contract value
{e.g., Ministry of}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Lead partner in a JV A&B&C}	{e.g., Jan.2011– Apr.2012}	{e.g., PKR 3 mill}
{e.g., municipality of.....}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}	{e.g., sole Consultant}	{e.g., Jan-May 2012}	{e.g., PKR 6 mil}

TECHNICAL PROPOSAL (FORM -4)

APPROACH, METHODOLOGY, AND WORK PLAN

Form-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan

- a) **Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

