



THE URBAN UNIT
Urban Sector Policy & Management Unit
P & D Department, Punjab



REQUEST FOR PROPOSALS

CONSULTANCY SERVICES

FOR

PUNJAB FOOD QUALITY CONTROL AUTHORITY

July 13, 2010

**Project Director
The Urban Unit
P&D Department
4-B, Lytton Road, Lahore**

Section 1: Letter of Invitation

Letter No: _____

Date: _____

[Name and Address of Consultant]

SUBJECT: LETTER OF INVITATION

Dear Mr./Ms.:

1. The Government of Punjab invites proposals to provide the following consulting services, "**Punjab Food Quality Control Authority**". Details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

[List of Shortlisted Consultants]

It is not permissible to transfer this invitation to any other firm.

4. The Consultant will be selected under the Selection Method **Quality Based Selection (QBS)** and procedures described in this RFP, in accordance with the policies of the Government of Punjab detailed in the Consultant Selection Guidelines issued by the Planning & Development Department.
5. The RFP includes the following additional documents:
 - 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
6. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. 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.
7. Firms should submit details of five of their most relevant assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.

8. CVs of key personnel corresponding to the list given in the Data Sheet should provide details of five relevant projects done by the individual in the past five years.
9. Please inform us in writing about the following upon receipt of this letter:
 - a) That you received the Letter of Invitation; and
 - b) Whether you will submit a proposal alone or in association

This information should be sent to the following address:

Name: Dr. Nasir Javed
Designation: Project Director
Address: The Urban Unit, 4-B, Lytton Road, Lahore

If no acknowledgment is received, it will be presumed that you are not interested in undertaking the assignment.

Yours sincerely,

[Signature,

Name,

Title of Client's representative]

Section 2: Instructions to Consultants

[Note: Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Government of Punjab, to address specific issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

Definitions

- (a) “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b) “Client” means the organization with which the selected Consultant signs the Agreement for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Agreement.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (g) “Instructions to Consultants” means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- (m) “SRFP” means the Standard Request for Proposals, which

must be used by the Client as a guide for the preparation of the RFP.

- (n) “Sub-Consultant” means any person or entity with whom the Consultant sub-agreements any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 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.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 1.3 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants 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 Consultants.
- 1.6 **Conflict of Interest** Government of Punjab policy requires that Consultants 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.

1.6.1 Without limitation on the generality of the foregoing, Consultants, 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:

Conflicting activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel 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 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 not purchase, nor advise 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.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) 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 Government of Punjab throughout the selection process and the execution of the Agreement.

1.6.2 Consultants 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.

1.6.3 No agency or current employees of the Client shall work as Consultants 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.

Unfair Advantage

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

Fraud and Corruption

1.7 The Government of Punjab requires Consultants 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, the Government of Punjab:

- (b) 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 a agreement;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants 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 a procurement process, or affect the execution of a agreement.
- (c) 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;
- (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab 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 Punjab agreement; and
- (e) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab 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 Punjab.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt

and fraudulent practices issued by the Government of Punjab in accordance with the above Para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.

- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form (Section 4).
- Only one Proposal** 1.10 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- Proposal Validity** 1.11 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Consultants** 1.12 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
- 2. Clarification and Amendment of RFP Documents** 2.1 Consultants 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 Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client

may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants 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.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

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

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with any other shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Technical Proposal Format and Content

3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan

of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants 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; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (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. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (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) Estimates of the staff input (staff-months of

foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

- (f) 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 (if local) or Passport numbers (if foreign).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

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

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at agreement negotiations, and applicable amounts will be included in the Agreement.

3.8 Consultants should express the price of their services in Pakistan Rupees. Prices in other currencies should be converted to Pakistan Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.

- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see Para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in Para. 4.5 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.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring

the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 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.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). 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 Data Sheet.

Financial Proposals for QBS

- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Agreement in accordance with the instructions given under Para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, Fixed Budget Selection, and Least-Cost Selection)

- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and

location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.

- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under Para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, 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, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the

indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to Para. 5.6 shall be considered, and the selected firm is invited for negotiations.

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| 6. Negotiations | 6.1 | Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite 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. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement. |
| Technical negotiations | 6.2 | Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. |
| Financial negotiations | 6.3 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP. |
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances |

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

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| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate an Agreement. |
| 7. Award of Agreement | 7.1 | After completing negotiations the Client shall award the Agreement to the selected Consultant and publish details on the Planning & Development Department website and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption. |

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Client: Project Director, The Urban Unit, P&D Department, 4-B, Lytton Road, Lahore</p> <p>Method of selection: <u>Quality Based Selection (QBS)</u></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal (sealed <i>in separate envelopes</i>): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Name of the assignment is: <i>Punjab Food Quality Control Authority</i></p>
1.3	<p>A pre- bid/proposal conference will be held: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>The Client's representative is: Project Director Address: - The Urban Unit, P&D Department , 4-B, Lytton Road, Lahore Telephone: 042-9213579-82 Mobile: 0333-4265141 Facsimile: 042-9213585 E-mail: < uspmu.tpt@gmail.com>, <nasir_dsp@yahoo.com></p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> 1. Available data (if any) 2. Coordination with other agencies
1.6.1 (a)	<p>The Client envisages the need for continuity for downstream work: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
	<p>Proposals must remain valid 90 days after the submission date, i.e. until 7th October, 2010.</p>
2.1	<p>Clarifications may be requested not later than 7 days before the submission date.</p> <p>The address for requesting clarifications is: Project Director, The Urban Unit, P&D Department , 4-B, Lytton Road, Lahore</p> <p>Facsimile: 042-9213585 E-mail: < uspmu.tpt@gmail.com >, nasir dsp@yahoo.com</p>

3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: Yes ___ No <input checked="" type="checkbox"/>
3.4 (a)	Firms should submit details of three numbers of assignments.
3.4 (f)	CVs should contain details on five projects done by the individual in the past five years.
3.4 (g)	Training is a specific component of this assignment: Yes ___ No <input checked="" type="checkbox"/>
3.6	<p>List the applicable Reimbursable expenses in local currency.</p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing.
3.7	<p>Amounts payable by the Client to the Consultant under the Agreement to be subject to local taxation: Yes <input checked="" type="checkbox"/> No ___</p> <p>Taxes are deducted at source from payment to the Consultants unless they have Tax Exemption Certificate.</p>
3.8	The date of exchange rate is: Not applicable
4.3	Consultant must submit the original and 2 copy of the Technical Proposal, and the original of the Financial Proposal.

4.5	<p>The Proposal submission address is Project Director, The Urban Unit, P&D Department , 4-B, Lytton Road, Lahore</p> <p>Proposals must be submitted no later than the following date and time: <u>August 04, 2010 by 12 noon</u></p>																																										
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Company Profile:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td style="padding-left: 20px;">a) Number of similar assignments</td> <td style="text-align: right;">[45]</td> </tr> <tr> <td style="padding-left: 20px;">b) Value of similar assignments</td> <td style="text-align: right;">[45]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organizational structure</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total = 15%</td> </tr> <tr> <td>(ii) Project Team:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td style="padding-left: 20px;">a) Legal Expert/Team Leader</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td style="padding-left: 20px;">b) Institutional Development Specialist</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td style="padding-left: 20px;">c) Nutrition Specialist/Food Specialist</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total = 70%</td> </tr> <tr> <td colspan="2"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant score:</p> </td> </tr> <tr> <td style="padding-left: 20px;">1) Education and qualifications</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td style="padding-left: 20px;">2) Relevant background</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td style="padding-left: 20px;">3) Time with firm</td> <td style="text-align: right;">[35]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total score: <u>70</u></td> </tr> <tr> <td>(ii) Approach & Methodology:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td style="padding-left: 20px;">a) Understanding & Innovativeness</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td style="padding-left: 20px;">b) Methodology & Work plan</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total = <u>15%</u></td> </tr> <tr> <td colspan="2"> <p>The minimum technical score St required to pass is: Points [65%]</p> </td> </tr> </tbody> </table>		Points	(i) Company Profile:	[100]	a) Number of similar assignments	[45]	b) Value of similar assignments	[45]	c) Organizational structure	[10]	Total = 15%		(ii) Project Team:	[100]	a) Legal Expert/Team Leader	[40]	b) Institutional Development Specialist	[30]	c) Nutrition Specialist/Food Specialist	[30]	Total = 70%		<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant score:</p>		1) Education and qualifications	[100]	2) Relevant background	[60]	3) Time with firm	[35]	Total score: <u>70</u>		(ii) Approach & Methodology:	[100]	a) Understanding & Innovativeness	[40]	b) Methodology & Work plan	[60]	Total = <u>15%</u>		<p>The minimum technical score St required to pass is: Points [65%]</p>	
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5.7	<p>(Not applicable)</p> <p>The formula for determining the financial scores is the following: <i>[Insert either the following formula]</i> $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial Proposals (F) are: $T = \underline{\hspace{2cm}}$ <i>[Insert weight: normally 0.8]</i>, and $P = \underline{\hspace{2cm}}$ <i>[Insert weight: normally 0.2]</i></p>																																										

6.1	Expected date and address for agreement negotiations: <u>August 20, 2010</u> The Urban Unit, P&D Department , 4-B, Lytton Road, Lahore
7.2	Expected date for commencement of consulting services: <u>August 25, 2010</u>



THE URBAN UNIT



Terms of Reference (TOR) For The Punjab Food Quality Control Authority

BACKGROUND

- (1) The Government of Punjab intends to establish the “Punjab Food Quality Control Authority” because the food control and safety is one of the major tools to ensure public health. The safety of food starts from seed, cultivation, use of fertilizers and pesticides, processing, packing, storage and sale of food for consumption and ends at prevention and control of adulteration of food.
- (2) The chain of all these steps is integrated with very strong linkages and requires specific attention on each step. At present food safety is being ensured by checking the processing, packing, storage, sale and prevention and control of adulteration of food. Currently the food safety is taken as a part-time job by the responsible agencies and the system is inadequate to tackle these issues.
- (3) The importance of food safety in our daily life requires a dedicated institution to consolidate all such issues in one organization. Therefore, establishment of Food Quality Control Authority is essentially required to ensure the food safety from raw material producers to consumers.

RATIONALE FOR THE ASSIGNMENT

- (1) A quick review of the system reveals that the Province of Punjab lacks an integrated system of food quality control and there is no effective mechanism/system for monitoring and controlling the quality of food.
- (2) It has also been observed that there is a lack of reliable and accurate information on enforcement of and compliance with the regulatory framework at the provincial and local level.
- (3) In addition, it appears that there is no proper planning and development has been made yet, for improving this system. The Government of Punjab has emphasized on a need to improve this system of food quality control in order to provide a standardized and healthy food to the people of Punjab.

OBJECTIVES OF THE ASSIGNMENT

- (1) The prime objective of the assignment is to review and consolidate the existing legal and institutional framework of the current system and design an integrated, comprehensive and effective system of Food Quality Control for the province of Punjab.

SCOPE OF WORK

- (1) Supervised by the Urban Unit of P&D Department and the Department of Food, GoPb, the Consultant Firm shall be responsible for the following:

- i. Standardization of the food items preferably through an independent forum. Authority can set the standards itself or adopt the standards set by other National or International standardization institutions.
- ii. Provide legal cover to continuous standardization practices.
- iii. Adopt a road map to achieve WTO standards.
- iv. Awareness of public regarding consumable items, their standards and the issues pertaining to food safety.
- v. Provide consulting services and executive programmes on scientific basis in the fields of food.
- vi. Conduct research and applied studies to identify food items which impact the public health.
- vii. Observe the safety, security, and effectiveness of food items for human consumption.
- viii. Observe the safety of complementary biological and chemical substances.
- ix. Promulgate clear policies and procedures for ensuring safety of food items and plan to implement these policies and achieve the aims.
- x. Establish food testing laboratories and its certification preferably from International standardizing institutions.
- xi. Control and supervise licensing procedures for food items included imported items.
- xii. Disseminate and exchange of information with local and international scientific and legal agencies, and set up a database for food items.
- xiii. Establish a database of all the cases submitted to the court and their results. It should also contain all the standards, changes made from time to time and the performance of all the human resource, besides helping the authorities to analyze the nature of common adulteration practices etc.
- xiv. Develop an enforcement strategy to implement the policy.
- xv. Testing of food items against the set standards.
- xvi. Implementing and ensuring that the food items supplied for human consumption are within the standard limits set by the Authority.
- xvii. Drawing samples of food items (water, milk, meat and its products, oil & ghee, cereals, spices, fruits & vegetables etc) at any stage of manufacturing, sale, retail etc and testing it for assuring quality of food items.
- xviii. Submission of food adulteration cases and other violations to the competent forum of law.
- xix. Prosecuting the cases related to the quality of food items.

(2) It will include the following tasks.

TASKS

Task 1: COMPREHENSIVE DOCUMENTATION AND REVIEW:

- (1) This task requires a comprehensive review and documentation/compilation of the existing Laws, rules and regulations/ bye laws relating to the food quality control systems of Federal,

Provincial and local levels within the Province of Punjab. Review and documentation should also include all the relevant judgments of the high courts and Supreme Court of Pakistan.

Task 2: REVIEW AND MAPPING OF EXISTING INSTITUTIONAL ARRANGEMENTS:

- (1) This task requires a review and mapping of the formal and informal institutional arrangements governing existing food quality control systems. The consultant/s will be required to conduct key informant interviews with public sector planning and policy makers and the officers of the implementing agencies at the Federal, Provincial and Local levels.

Task 3: IDENTIFICATION OF GAPS AND INCONSISTENCIES:

- (1) This task requires identification of gaps and inconsistency within the existing laws, policies, rules, regulations and bye laws relating to the implementation of food laws and food quality control mechanisms/systems. The Consultant/s should also identify impediments and constraints regarding the existing legal and regulatory systems of quality control relating to food items.
- (2) The Consultants shall also clearly identify the problems being faced by the society in practical terms regarding food quality. The problem identification should be supported by the objective and subjective causes of such problems.

Task 5: COMPARATIVE ANALYSIS:

- (1) The consultant/s should compare and research the legal and regulatory framework as well as institutional arrangements for food quality control mechanisms in other countries, including at least two developed and two developing countries to prepare an analysis report on that research.

Task 6: RECOMMENDATIONS:

- (1) The Consultants shall propose the alternate solutions of problems relate to food quality; and the best possible solution of each one of the identified problems.
- (2) The Consultants shall draft a comprehensive law for the establishment of a province wide Food quality Control System, which may include establishing the Punjab Food Quality Control Authority and the consultants will also deliver a draft bill, rules and regulation for this purpose.
- (3) The Consultants shall also develop an organizational structure of an efficient and effective authority, including the structure, job descriptions, and qualifications etc of the key staff at the Authority.
- (4) The consultants shall provide draft legislative policy which should form the basis of a draft bill and delegated legislation to be made under the principal legislation (Act of Parliament).

GENERAL CONDITIONS

- (1) The Consultant/s will submit a detailed methodology, and time frame for the completion of said assignment.
- (2) Provided that the consultant/s must furnish particulars of every person who is expected to render assistance or support in the completion of the tasks prior to the execution of the contract between the consultant/s and the Urban Unit.

- (3) For the purposes of this assignment, urban areas of Punjab mean and include all city areas including, where applicable, Defense Housing Authorities and Cantonments.
- (4) The consultant shall devise and implement an effective methodology for stakeholders consultation to ensure a well designed system.

CONSULTANT/S PROFILE

- (1) The Consultant firm shall engage at least the following three key professionals:
 - Team leader/ Legal Expert
 - Institutional Development Specialist
 - Nutrition Specialist/ Food Specialist
- (2) The specialists must have the basic qualifications in the relevant field, with at least ten (10) years experience and the requisite communication skills.

DELIVERABLES

- (1) An inception report, at the end of first week:
 - a. Task 1, 2 & 3 (documentation, review and mapping of existing institutional arrangements within four weeks of signing of contract
 - b. Task 4, 5 & 6 (Identification of gaps, inconsistencies, impediments and constraints within six weeks of signing of contract
- (2) A consolidated draft final report within seven weeks of signing of contract.
- (3) A consolidated final report at the end of 8th week of signing of contract.
- (4) All documentation, reports and data collected shall be submitted in the English language.
- (5) All the data, documents and reports produced by the consultant/s for the said services shall be the property of The Urban Unit .The consultant/s shall not share and use these data, document and reports for any other purpose / job without the explicit written approval of The Urban Unit.

TIME SCHEDULE

- (1) Time available for the completion of study / Assignment will be two (2) months.

Section 3: Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- 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 and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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 negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

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 consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Value of the agreement (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	N ^o of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED
BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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 (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- 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 (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

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

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR 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 :**

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

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

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

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

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

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

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

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

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

<p>Activities performed: _____</p> <p>3) Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p><i>[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]</i></p>

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

FORM TECH-7 STAFFING SCHEDULE¹



Full time input
Part time input

Year: _____

N°	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input				
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total		
Foreign																		
1		<i>[Home]</i>																
		<i>[Field]</i>																
2		<i>[Home]</i>																
		<i>[Field]</i>																
3		<i>[Home]</i>																
		<i>[Field]</i>																
n		<i>[Home]</i>																
		<i>[Field]</i>																
Subtotal																		
Local																		
1		<i>[Home]</i>																
		<i>[Field]</i>																
2		<i>[Home]</i>																
		<i>[Field]</i>																
n		<i>[Home]</i>																
		<i>[Field]</i>																
Subtotal																		
Total																		

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

Section 4: Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs	
	<i>(Not applicable)</i> [Indicate Foreign Currency # 1] ¹	Pak Rupees
Total Costs of Financial Proposal ²		

- 1 Indicate between brackets the name of the foreign currency.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² <hr/> <hr/>	Description:³ <hr/> <hr/>	
<i>Cost component</i>	Costs	
	<i>(Not applicable)</i> <i>[Indicate Foreign Currency # 1]⁴</i>	Pak Rupees
Remuneration ⁵		
Reimbursable Expenses ⁵		
Subtotals		

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹ (NOT APPLICABLE)

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____					
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	(Not applicable) [Indicate Foreign Currency # I] ⁶	Pak Rupees
Foreign Staff					
		[Home]			
		[Field]			
Local Staff					
		[Home]			
		[Field]			
Total Costs					

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹(NOT APPLICABLE)

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____						
N°	Description ²	Unit	Unit Cost ³	Quantity	<i>(Not applicable)</i> [Indicate Foreign Currency # 1] ⁴	Pak Rupees
	Per diem allowances	Day				
	International flights ⁵	Trip				
	Miscellaneous travel expenses	Trip				
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Shipment of personal effects	Trip				
	Use of computers, software					
	Laboratory tests.					
	Sub agreements					
	Local transportation costs					
	Office rent, clerical assistance					
	Training of the Client's personnel ⁶					
Total Costs						

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Sub agreements		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix

Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated agreement.

1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

- (v) **Overheads**
Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the agreement. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.
- (vi) **Fee or Profit**
The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the agreement.
- (vii) **Away from Headquarters Allowance or Premium**
Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.
- (viii) **Subsistence Allowances**
Subsistence allowances are not included in the rates, but are paid separately and in Pakistani currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

¹ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Government of Punjab Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) Attached are true copies of the latest salary slips of the staff members listed;
- (c) The away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) The factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) Said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4



Standard Form of Agreement– LUMP-BASED Payments (Small)

July 2010

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having his/her principal place of business at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Agreement (“the Services”).
 - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:¹

[insert amount] upon the Client's receipt of a copy of this Agreement signed by the Consultant;

[insert amount] upon the Client's receipt of the draft report, acceptable to the Client; and

[Insert amount] upon the Client's receipt of the final report,

¹ Modify, in order to reflect the output required, as described in Annex B.

acceptable to the Client.

[insert amount] Total

C. Payment Conditions

Payment shall be made in Pak Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Client designates Mr. /Ms. *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Agreement, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex B, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultants shall not, during the term of this Agreement and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Agreement shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.²

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Agreement or sub-agreement any portion of it without the Client's prior written consent.
- 11. Law Governing Agreement and Language** The Agreement shall be governed by the laws of Pakistan, and the language of the Agreement shall be English.
- 12. Dispute Resolution³** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Pakistan.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

³ In the case of a Agreement entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex B: Consultant's Reporting Obligations