

PUNJAB SKILLS DEVELOPMENT FUND

INVITATION FOR REQUEST FOR PROPOSAL (RFP)

PSDF CORPORATE GOVERNANCE REVIEW

February, 2019



Submission Date for RFP: March 08, 2019 before 11:00 AM

21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II, Lahore Pakistan

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1) Invitation for Proposal

1. Punjab Skills Development Fund (PSDF) invites Technical & Financial proposals to provide the consulting service for

PSDF CORPORATE GOVERNANCE REVIEW

Details is provided in the Terms of Reference.

2. The Consulting firm submitting proposals should have the following eligibility for qualifications:
 - Should be a legal entity i.e. Firm / Company (copy of incorporation / registration certificate)
 - Provide National Tax Number (NTN) and General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration
 - Must be an Active Tax payer as per “Active Tax Payer List” of FBR.
 - Affidavit on stamp paper declaring that company is not blacklisted by any Government agency/ semi-government / authority / organization. (Original required)

Any, failure to provide information as per the above mentioned or fulfilment under the requirement of “Eligibility Criteria Checklist” (FormTECH-8) shall deemed to be or declared to be ineligible for the bidding process and technical evaluation shall not be carried out

3. The Consultant will be selected under the selection Method: **QCBS** and procedures described in this RFP.
4. 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
5. 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 form is found missing, r written elsewhere, no credit will be given in the relevant section of the evaluation.
6. Firms should submit details of 03 Completed Projects of their most relevant assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.



7. CVs of key personnel corresponding to the list given in the Data sheet should provide details of 03 No. projects done by the individual in the past.

This information in two sealed envelopes, separately containing Technical (**one original & one copy**) and Financial proposals (to be provided in separately sealed envelope open or provision of financial proposal in the technical proposal will lead to cancelation of RFP) should be sent to the following address, so as to reach latest on **March 08, 2019 before 11:00 AM:**

Procurement Department

Punjab Skills Development Fund
21-A, H-Block, Dr. Mateen Fatima Road,
Gulberg-II Lahore –Pakistan

Technical Proposals shall be opened on **March 08, 2019 before 11:30 AM** by Committee in Board Room, PSDF, 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore in the presence of bidders. For this purpose, you are invited to attend the meeting on above mentioned date, time and venue.

Your sincerely,

For Procurement Committee

2) Instruction to Consultants

- 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 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 interested Consultants.
 - (i) “Proposal” means the Technical Proposal and the Financial Proposal.
 - (j) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
 - (k) “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 any firm who will eligible as per the qualification criteria, Technical evaluation and 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.

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|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Conflict of Interest | <p>1.3 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.</p> <p>1.4 It is requested 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.</p> <p>1.4.1 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:</p> |
| Conflicting activities | <p>(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.</p> |
| Conflicting assignments | <p>(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</p> |

Conflicting relationships	<p>an assignment should not be hired for the assignment in question.</p> <p>(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.</p>
Unfair Advantage	<p>1.4.2 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.</p> <p>1.4.3 If an interested Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all interested Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>
Fraud and Corruption	<p>1.5 Client 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, PSDF:</p> <p>(b) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>(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;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a agreement;</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more consultants with</p>

- or without the knowledge of the Client, designed to establish prices at artificial, non-competitive 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 an 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, 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 client.
- 1.6 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.
- 1.7 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 Proposal Validity**
- 1.8 Interested Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- 1.9 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.

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|--------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Eligibility of Sub-Consultants | 1.10 | In case a Consultant intends to associate with Consultants 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: <ul style="list-style-type: none"> (a) If interested 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 other consultant Any associations must be clearly indicated in the technical proposal. In case of a joint |

Technical Proposal Format and Content

- venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 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 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) 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-3 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-7 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (c) 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-4 of Section 3).
- (d) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-6 of Section 3). The staff-months input should

- be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-5 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- 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).
- 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.
- 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 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, sub criteria, 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.
- Public Opening and Evaluation of Financial Proposals**
- 5.3 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.
- 5.4 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.
- 5.5 In QCBS, the lowest evaluated Financial Proposal, consulting firm 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.
- 6. Negotiations**
- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. 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. 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.
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.
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 shall furnish Performance guarantee as specified in Data Sheet.

7.3 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.

9. Error & Omissions

9.1 Although adequate thoughts have been given in drafting of this document, error such as typos may occur without any responsibility on PSDF part.

Instructions to Consultants

Data Sheet

Paragraph Reference	
1.1	<p>Name of the Client: <u>Punjab Skills Development Fund</u></p> <hr/> <p>Method of selection: <u>Quality and Cost-Based Selection (QCBS)</u></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Name of the assignment is: “PSDF Corporate Governance Review”</p> <p>Financial Proposal to be submitted in separate sealed envelopes. If Financial Proposal is found open, then proposal shall be rejected.</p>
1.4	<p>Provide undertaking that No Conflict of Interest exists in conducting this assignment.</p>
1.9	<p>Proposals must remain valid <u>90 Days</u> after the submission date.</p>
2.1	<p>Clarifications may be requested not later than March 05, 2019 .</p> <p>The address for requesting clarifications is: Address: <u>21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II, Lahore Pakistan.</u> Phone: <u>+92-42-35752408-10</u> Fax: <u>+92-42-35752190</u> Email: Procurement@psdf.org.pk</p>
3.1	<p>Proposals shall be submitted in the following language: <u>English</u></p>
3.4 (a)	<p>Firms should submit details of <u>03 assignments</u> completed by the firm on the prescribed Performa attached.</p>

3.4 (f)	CVs should contain details on <u>03 projects</u> done by the individual in the past.															
3.7	Amounts payable by the Client to the Consultant under the agreement to be subject to applicable taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> .															
4.3	Consultant Firm must submit the One Original and One Copy of the Technical Proposal, and the original of the Financial Proposal in separate sealed envelopes. If Financial Proposal is found open then proposal shall be rejected.															
4.5	<p>The Proposal submission address is:</p> <p><u>Procurement Department</u> <u>Punjab Skills Development Fund</u> <u>21-A, H-Block, Dr. Mateen Fatima Road,</u> <u>Gulberg-II Lahore –Pakistan</u></p> <p>Proposals must be submitted no later than the following date and time: On or before March 07, 2019 till 11:00 AM</p>															
5.2 (a)	<p>Below is the mandatory qualification criteria to qualify for the technical evaluation.</p> <ul style="list-style-type: none"> • Should be a legal entity i.e. Firm / Company (copy of incorporation / registration certificate) • Provide National Tax Number (NTN) and General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration • Must be an Active Tax payer as per “Active Tax Payer List” of FBR. • Affidavit on stamp paper declaring that company is not blacklisted by any Government agency/ semi-government / authority / organization. (Original required) <p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table border="1" data-bbox="359 1792 1460 1982"> <thead> <tr> <th colspan="5">Overall Capabilities of the Consulting Firm</th> </tr> <tr> <th>Sr</th> <th>Description</th> <th>Category Points</th> <th>Grand Total Points</th> <th>Documents Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Prior knowledge and experience in:</td> <td></td> <td></td> <td>Attach scope of work</td> </tr> </tbody> </table>	Overall Capabilities of the Consulting Firm					Sr	Description	Category Points	Grand Total Points	Documents Required	1	Prior knowledge and experience in:			Attach scope of work
Overall Capabilities of the Consulting Firm																
Sr	Description	Category Points	Grand Total Points	Documents Required												
1	Prior knowledge and experience in:			Attach scope of work												

	<ul style="list-style-type: none"> Assessing / recommending and implementing / drafting corporate governance framework, policies, provided orientation / trainings (if required) in multinational companies / large corporates. (other than review of CCG rules compliance statements as required by law) (5 marks per assignment per organization) Corporate Governance assignments performed in accordance with international best practises. (5 marks per assignment per organization) 	10 10	20	performed along copy of actual deliverables or any other relevant document. Attach engagement letter/contract.
2	No of Professional Qualified accountants with Professional accounting body (Name & Registration is required): <ul style="list-style-type: none"> More than 50 but less than 75 More than 75 	5 10	10	Attach required document
Sub Total			35	
Professional Team				
Sr	Description	Category Points	Grand Total Points	Documents Required
1	Experience of any firm's professional /member on the Board of Director of a company.	10	10	Attach document clearly declaring Board membership.
2	Experience of team deputed for this project (minimum 3 members): <ul style="list-style-type: none"> Graduate with minimum 5 years of experience or Masters with minimum 5 years of experience or Member of Professional & accountant & secretarial practice bodies with minimum 5 years of experience Note: team proposed with highest qualification & experience will get maximum marks.	5 8 15	15	Attach CVs
Sub Total			25	
Understanding of assignment and proposed methodology				
Sr	Description	Category Points	Grand Total Points	Documents Required

	1	Internal framework / repository of the firm on best practises to benchmark Corporate Governance practices.	15	15	Provide the framework or link of the repository.
	2	Overall methodology adopted and approach to conduct Corporate Governance Review including strategy for identification of gap, roadmap, findings, work plan and deliverables.	25	25	Provide details in proposal and presentation on understanding of assignment, methodologies to be adopted and assignment deliverables.
	Sub Total			40	
The minimum technical score St required to pass is: 65 Points					
<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical (T) and Financial Proposals (F) are: $T = \underline{0.80}$ and $F = \underline{0.20}$</p>					
6.1	Expected date and address for agreement negotiations:.. Expected date: March 20, 2019.				
7.2	Successful bidder shall furnish 5% performance guarantee before signing the contract				
7.3	Expected date for commencement of consulting services April 01, 2019 at: <u>Procurement Department</u> <u>Punjab Skills Development Fund</u> <u>21-A, H-Block, Dr. Mateen Fatima Road,</u> <u>Gulberg-II Lahore –Pakistan</u> Phone: <u>+92-42-35752408-10</u> Fax: <u>+92-42-35752190</u>				



3) Technical Proposal - Standard Forms

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 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-4 Team Composition and Task Assignments

TECH-5 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-6 Staffing Schedule

TECH-7 Work Schedule



Form TECH-1 Technical Proposal Submission Form

Location: _____ *Date* _____

To:

Dear Sir,

We, the undersigned, offer to provide the consulting services for PSDF Corporate Governance Review in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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 1.9 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: _____



Form TECH-2 Consultant's Organization and Experience

A - Consultant's Organization

[Provide here organogram of your firm.]

1. Organogram

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 like the ones requested under this Assignment. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff/months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	1- Total Value of the Consultancy Agreement. 2- Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	No 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	
1. Firms Name:	
2. Certificate by the Client / Employer that the work was successfully completed by the consultant.	

Form TECH-3 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 required to present your Technical Proposal as per the criteria list in Technical evaluation in the proposal]

a) Approach and Methodology

Please be precise and to the point in addressing the objectives of this assignment through proposed approach and methodology.

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

- i. Technical Approach and Methodology
- ii. Work Plan

i. Technical Approach and Methodology

In this chapter you should explain your understanding of the objectives and scope of Job/TORs of the assignment, approach to provide these services, and methodology for carrying out the assignment.

You may highlight the problems being anticipated by you in this assignment and their importance and explain the technical approach you would adopt to address them. You may also be invited for a presentation on your proposed methodology and evaluation will be done on the basis of followings:

- Interpretation of scope and objectives of assignment.
- Understanding of assignment deliverables.
- Overall methodology adopted and approach to conduct Corporate Governance Review.

ii. Work Plan

In this chapter you should propose your work plan against the main activities of the assignment, their content and estimated duration, describing phasing and interrelations and milestones. The proposed work plan should be consistent with the technical approach and methodology, showing clear understanding of the TORs and ability to translate them into a deliverable working plan. The work plan should be consistent with the Work Schedule of Form TECH-7.



Form TECH-4 Team Composition and Task Assignments

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

Form TECH-5 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).]:

<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 & Location: _____ Cost of Project _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project & Location: _____ Cost of project _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

3) Name of assignment or project & Location: _____ Cost of Project _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

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

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

Full name of authorized representative: _____



Form TECH-6 Staffing Schedule

Skills For Success



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	
Local																	
1		[Home]															
		[Field]															
2																	
3																	
N																	
												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.



Form TECH-7 Work Schedule

Skills For Success

Year: _____

N°	Activity ¹	Months ²											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Form TECH-8 Eligibility Check List

Eligibility Criteria Checklist				
Sr. No.	Eligibility Criteria Details	Evidence/Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Should be a legal entity i.e. Firm / Company (copy of incorporation / registration certificate)	Evidence of incorporation/registration	<input type="checkbox"/>	<input type="checkbox"/>
2	Provide National Tax Number (NTN) and General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration	Evidence of proof to be attached	<input type="checkbox"/>	<input type="checkbox"/>
3	Must be an Active Tax payer as per "Active Tax Payer List" of FBR.	Evidence of proof to be attached	<input type="checkbox"/>	<input type="checkbox"/>
4	Affidavit on stamp paper declaring that company is not blacklisted by any Government agency/ semi-government / authority / organization. (Original required)	Affidavit on stamp paper original	<input type="checkbox"/>	<input type="checkbox"/>

Organizational Information			
Sr. No.	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organization		
3	National Tax Number		
4	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organization	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Others (Please specify)	
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

4) Financial Proposal - Standard Forms

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.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

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 PSDF's Corporate Governance Review 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 inclusive of the taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.9 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	Cost without Taxes	Applicable Taxes	Costs including all applicable Taxes
	PKR	PKR	PKR
Total Costs of Financial Proposal			

Payment Terms:

- Upon successful completion of assignment payment shall be made within 30 days after the submission of invoice.
- All the payment shall made in the PKR after the deduction of all applicable taxes.

5) Terms of Reference

i. Brief Background

The Punjab Skills Development Fund (PSDF) was established in 2010, through a partnership between the Government of Punjab (GoPb) and the Department for International Development (DFID). PSDF is the only skills financing fund in the country. Its aim is to finance vocational training for the poor and vulnerable (in particular women) in order to enable them to earn improved incomes. PSDF designs skill schemes based on market research and evidence and then contracts out their delivery on a competitive basis through predominantly private skill providers. The Fund is increasingly engaging businesses as trainers and as co-financiers of training.

PSDF is registered with the Securities and Exchange Commission of Pakistan as a Section 42, not-for-profit company. The Fund has a competitively engaged private sector management and a Board comprising of private entrepreneurs, policy experts, social activists and ex-officio representatives of the GoPb. Board members are proposed by DFID and the Planning and Development Department (P&DD) of the GoPb to the Chief Minister's secretariat. Decision regarding choice of the Board members rests with the Chief Minister's office.

The Fund exceeded its targets for the first five year of its operations which ended in, June 2016. In addition, the Fund's achievements have created political appetite for skills sector reform and making public sector delivery of skills more effective. DFID and the GoPb agreed to finance PSDF for a further five-year period that will end in June 2021. A major objective during this time is for PSDF to become an effective sustainable organization that can continue to function once DFID exits in June 2021.

PSDF's sustainability implies that the Fund has recourse to resources and an enabling regulatory and policy environment so that it can: i) further strengthen its transparent and efficient business operations ii) have adequate and diversified financial resources that enable it to meet skills gaps across Punjab while catering to the learning needs of the poor, and iii) maintain an autonomous and robust Board that can provide strategic direction and oversight.

ii. Scope, Duties and Responsibilities of the Consulting Firm

a) Review of current Governance practices

The assignment will cover an objective analysis of PSDF's Governance practice including Board composition, structure, and Board policies and practices but not be limited to addressing questions covering the following key areas:

- a. **PSDF Constitution Vision:** Is PSDF constitution (Memorandum and Articles of Association) supportive of its future vision? What kind of changes are or will be required to provide legal cover to or support its future trajectory?

- b. **Commitment to Good Corporate Governance (CG):** To what extent is the Board autonomous and does its constitution support its independence? Does the Board discuss corporate governance issues and demonstrate strong commitment to CG? Does PSDF have corporate governance codes or guidelines? Is PSDF aware of national regulatory CG principles/codes and ensure compliance therewith? Does PSDF disclose to its sponsors information demonstrating its commitment to corporate governance? Does PSDF have in place other pertinent codes such as Code of Conduct and policies including but not limited to Conflict of Interest, Fraud, Anticorruption, Whistle-blowing, Related Party Transactions, Communication with Stakeholders, Risk Management, Procurement of goods and services, Business marketing, Acquisition and Disposal of fixed assets, Corporate Social Responsibility, Authorization Matrix, Healthy and Safety, Capital Expenditure planning and control?
- c. **Board Structure and Functioning:** Are the Board roles and authorities clearly defined? How adequate and transparent is the Board members' appointment and removal process? What incentives drive the Board and are these effective? Does the Board have appropriate composition and mix of skills? Who drives the Board agendas? Does the Board have adequate objectivity and financial literacy? Does the Board have formal, structured working procedures in place? Are the Board proceedings effective, fair, and participative? Does the Board effectively oversee and challenge management (e.g., setting strategies, reviewing performance, monitoring risks)? Has the Board defined the level of materiality in view of the risk management? Are the Committees (Nomination, Procurement, Audit, Risk Management and Human Resource) well-defined with clear terms of reference and responsibilities? Are the Committees' functioning effectively and how do they communicate with the Board? Do the Committees have correct member composition, with strong independence? Is the 'register of interests' maintained to record all relevant personal, financial and business interests of Directors and Executives? Is a declaration given by the Directors and Executives that they shall not offer or accept any payment, bribe, favour or inducement? Are Board meetings held on quarterly basis? Are written notices of meetings, including the agenda, duly approved by the Chairman circulated before meetings? Are minutes of meetings of the Board are appropriately recorded? Are significant issues approved by the Board to formalize and strengthen the corporate decision-making process? Are all related party transactions recommended and approved by the Audit Committee and the Board respectively? Are quarterly financial statements placed before the Board for approval? Is the Board's Chairman role clearly defined and distinct from the role of CEO? Does PSDF have a clearly defined election process for the Board? Is it transparent and effective? Is there succession planning for the Board? What role did the Board play in the hiring of the CEO?
- d. **Board Effectiveness and Performance:** Is the Board providing clear direction to PSDF? What role has the Board played in defining strategic vision of the organisation? Has the Board deliberated on the future of PSDF as an independent entity within the Government/ Planning and Development Department (P&DD)? What options have been discussed for operational and financial sustainability of PSDF? Does PSDF have a performance evaluation mechanism for the Board? Is it effective? Are orientation

courses held, to enable Directors to better comprehend the specific context in which PSDF operates?

- e. **Management Control:** Is the hiring of CFO, CIA and Company Secretary as per corporate governance requirement? Is the Internal Control Framework established and working effectively? Does Internal Audit function have Audit Charter? Is the Internal Audit function working effectively and reporting independently to the Audit Committee? Is the independent external auditor reputable and conducts no other advisory services? Is risk management a formally structured arrangement? Is the Risk Management function working effectively and are there reporting lines to the Board? Are the in-house Financial Management and Control capabilities adequate (e.g., strategic planning, budgeting, and performance monitoring processes are working effectively)? Does the information and communication within the organization flows adequately to support transparency and timely control?
- f. **Disclosure and Transparency:** Is adequate financial information disclosed to donors and Board members? Is adequate non-financial information disclosed to Sponsors and Board members? Is the financial and non-financial information reliable, timely, useful, and accurate? Are the financials prepared according to appropriate standard? Does PSDF produce an informative, high-quality annual report and other forms of disclosure? Is information disclosure, at a minimum, in compliance with applicable laws and regulations?
- g. **Donors and Members Relations:** Are donors rights (e.g., access to information, monitoring and evaluation, strategic input) formally recognized? Is there regular interaction with key donors and other stakeholders? Are donors and other stakeholders provided reliable, timely, and useful information about the company's performance and forward-looking strategies and risks?

iii. Deliverables and Timeframe

a) State of PSDF Corporate Governance

The consultant will deliver following reports in clear and simple English (in Arial Font 12):

- State of Corporate Governance & Gap Analysis Report of PSDF's existing governance practices. Report on PSDF's current state of compliance with Public Sector Companies (Corporate Governance) Rules, 2013 of the SECP. Report should present gaps, associated risks and recommendations for improving the effectiveness of the board. All recommendations will be made considering PSDF's Articles of Association, Public Sector Corporate Governance Rules 2013 and any other laws as may be applicable to PSDF as a legal entity. Based on organizational evolution of comparable international skills funds, make recommendations for improving the organizational vision and governance of PSDF. Based on the experience of other Section 42 companies (included but not limited to the Pakistan Poverty Alleviation Fund – PPAF) with a development mandate make recommendations for PSDF Board's independence, organizational sustainability and legal status within the parameters of a Section 42 company or whether PSDF should take another legal form.

- Share case studies of Best Practices of Corporate Governance, internationally as well as in Pakistan corporate and public sector. These examples should be relevant to PSDF's future aspirations and organisational development plans.

b) Development of CG policies and procedures

The consultant based on recommendations suggested in Gap Analysis Report will:

- Where required, revise existing policies, but not limited to, code of conduct, conflict of interest, disposal of fixed assets and procurement of goods and services and recommend improvement plan for the existing structure of the Board, Committees and Functions.
- Develop and design following policies, procedures, framework and forms included but not limited to, whistle-blowing policy, anticorruption policy, fraud policy and related party transaction policy and provide orientation, where required.
- Prepare a **Board Charter** that provides guidance on areas not addressed in the regulations covering Section 42 companies. These include for example: How may senior private sector representatives, particularly entrepreneurs and policy experts be attracted to the board? Board composition and skill mix, board committees' composition and skill mix, role of the Board and Committees' Chair, board policies, procedures and practices, board's role and the relationship between the board and the senior Management, boards' role in providing strategic leadership to PSDF, board's role in risk oversight and improving internal controls, board's role in ensuring transparency and disclosures, board's evaluation and training, selection of board members and incentives for them.
- The consultant will also devise **Board Committees Charters** that will provide minimum but not limited to the purpose of the committee, skills required for the members, roles and responsibilities, decision making powers delegated to the committee by the Board, minimum number of times committee is required to hold meetings, meeting quorum, identify secretary of the committee. Schedule for the deliverables will be as follows:

Sr. No	Report	Time for Submissions after Date of Award
1.	Presentation to PSDF's Board and Senior Management on findings, recommendations on current state of compliance.	5 th Week
2.	Draft reports on mentioned deliverables identified above.	6 th Week
3.	PSDF feedback to consultant.	10 working days
4.	Final report	After 7 working days of PSDF's response
5.	Drafting of mandatory policies, procedures, framework and charter as mentioned above.	Within 6 weeks of submission of Final report.

c) Duration

This assignment is expected to take about 14 weeks, starting from the signing of the contract with PSDF.