

PUNJAB SKILLS DEVELOPMENT FUND

National Competitive Bidding

RFP No.: 001/SYIG/PSDF/TPM

Request for Proposal (RFP)

Hiring of Company/ Firm for Third-Party Monitoring and Evaluation Services

February, 2022



Submission Date: February 28, 2022 on or before 02:30 PM

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


UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

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Section 1. Advertisement/Notice for RFP



Request for Proposal (RFP)

Hiring of a Company / Firm for Third-Party Monitoring & Evaluation Services



Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 (now Companies Act 2017) by the Government of Punjab (GoPb). PSDF is revolutionizing the TVET sector through its innovative initiatives for vocational and technical trainings ensuring an economically bright and sustainable future for poor and vulnerable youth of Punjab.

PSDF invites Requests for Proposal (RFP) under single stage two envelopes bidding procedure from well-reputed, experienced and tax registered companies / firms against the above-mentioned consultancy services. The interested companies / firms can obtain the RFP document containing all details with its evaluation criteria and terms & conditions from PSDF e-tendering portal (<https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current>) and PPRA website (www.ppra.punjab.gov.pk).

Sr. No.	Description	Procurement No.	Total Tenure of Consultancy	Proposal Submission Deadline (Date & Time)	Technical Proposals Opening Date & Time	Estimated Cost of Procurement
1	Third-Party Monitoring and Evaluation Services	001/SYIG/PSDF/TPM	12 months (Extendable for another two terms)	February 28, 2022 on or before 02:30 PM	February 28, 2022 on 03:00 PM	PKR 42.63 Million

- PSDF has launched e-tendering portal for the submission of RFP which must be submitted online through e-tender portal till **February 28, 2022 by or before 02:30 PM** or system will not accept submission after deadline. The proposals should **ONLY** be submitted online through e-tendering portal accessible at: <https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current>. No proposal shall be accepted, if not submitted through e-tender portal.
- RFP shall be publicly opened on same day i.e., **February 28, 2022 at 03:00 PM** in the presence of interested companies/firms or their authorized representatives who may wish to attend.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.
- For any clarification, please contact on the below-mentioned address.

Procurement Department, Punjab Skills Development Fund
 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.
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Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with, the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the jurisdiction of the province of Punjab, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Consultant” means individual consultant, a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- (d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.
- (f) “Day” means a calendar day.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant/ Sub-Contractor or Joint Venture/ Consortium member(s).
- (h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

- (i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (j) “ITC” (Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (k) “Advertisement” (Section 1 of the RFP) means the invitation for request for proposal through open competitive bidding by the Procuring Agency from potential consultants.
- (l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (n) “RFP” means the Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the STANDARD RFP.
- (o) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “STANDARD RFP” means the Standard Request For Proposal, which must be used by the Procuring Agency as the basis for the preparation of the RFP.
- (q) “Sub-Consultant” means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
- (r) “TORs” (Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Agency named in the **Data Sheet** intends to select a consultant, in accordance with the method of selection specified in the **Data Sheet**.

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

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

2.4 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal, if requested by the potential consultant through message box facility of e-tender portal.

3. Conflict of Interest

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

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

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related

to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-Contractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.

c. Conflicting relationships

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

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall make available information to all potential consultants upon request that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt Practices

5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt practices as given in S-2 (d) of PPRA, Act, 2009:

5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and Contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.

6. Eligibility

6.1 The Procuring Agency permits Consultants (individuals and firms, including Joint Ventures, Consortium and their individual members) from all countries to offer consulting services for the project.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture/ Consortium members, Sub-Contractors, agents (declared or not), sub-Contractors, Consultants, suppliers and/or their employees meet the eligibility requirements.

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

a. Sanctions

6.3.1 A firm or a Consultant declared blacklisted by the Procuring Agency or the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a Contract, during such period of time as determined in the Blacklisting Order or determined by the Authority whichever is later. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and Consultants of a country or goods manufactured in a country may be ineligible.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions shall also be eligible as per provisions of PPR-14.

d. Restrictions for public employees

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

(i) are on leave, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave, resigning, or retiring (in case of resignation or retirement, a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer, should pass before working as Consultants for the same agency); and

(iii) would not create a conflict of interest if hired.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices.

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

The Consultant (including the individual members of any Joint Venture/ Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium in another Proposal. If a Consultant, including any Joint Venture / Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This condition also applies on a Sub-Consultant, or the Consultant's staff, Key Experts and Non-Key Experts not to associate with more than one Consultant.

12. Proposal Validity

12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency.

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

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

a. Extension of Validity Period

12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the Procuring Agency) after recording the reason(s) in writing. Such extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period or 180 days whichever is more. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured

in advance prior to the expiry of original (or initial) bid validity period.

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

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

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period or during the continuation of consultancy services, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. Finally, the Procuring Agency shall decide whether to accept the substitute or otherwise. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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

c. Sub-Contracting

12.9 The Consultant shall not sub-contract the whole of the Services.

d. Bid Security

12.10 The Consultant shall furnish, as part of its Bid, a Bid Security in the amount of percentage of estimated cost as specified in the **Data Sheet**.

12.11 The Bid Security is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the security's forfeiture Pursuant to ITC Clause 12.16.

12.12 The Bid Security shall be in Pakistan Rupees and shall be in one of the following forms:

- a) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for 180 (one hundred & eighty) Days, beyond the validity of Bid

12.13 Any Proposal not accompanied by a Bid Security shall be rejected by the Procuring Agency as non-responsive.

12.14 Unsuccessful Consultant' Bid Security will be discharged or returned as promptly as possible but not later than 30 (thirty) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITC Clause 12.1 or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14.

12.15 The successful Consultant's Bid Security will be discharged upon signing of the Contract with the Successful Consultant and furnishing the performance security.

12.16 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Agency and Bid security may be forfeited:

(a) if the Consultant withdraws its Proposal, except as provided in **ITC 12.6** or

(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:

(i) sign the Contract, or

(ii) furnish the required performance security

(iii) is blacklisted under relevant provisions of PPRA Act

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send the response (including an explanation of the query but without identifying its source) to all potential consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing a corrigendum similar to the original advertisement.

13.3 If the amendment is substantial, the Procuring Agency may extend the Proposal submission deadline to give the potential consultants reasonable time to take an amendment into account in their Proposals.

13.4 The Consultant who has already submitted the Proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals

14.1 An Association (Joint Venture/ Consortium or Sub-Contractors) will only be allowed if expressly mentioned in the Expression of Interest or the RFP, as the case may be.

14.2 The Procuring Agency has indicated in the **Data Sheet** whether the Contract would be “**Lump Sum Contract**” [in which the content, duration of the services and the required output are unambiguously defined]; “**Time Based Contract**” [when it is difficult to define the scope and the length of services]; “Hourly or Daily Rates Contracts” [for small projects, especially when the assignment is for less than a month]; and any other, based on combination of the above. The method to be used for selection of Consultant is also mentioned in the Data Sheet [*The Procuring Agency may use any method for selection of Consultant: Least Cost Selection (LCS), Quality and Cost Based Selection (QCBS) or Quality Based Selection (QBS), provided if any method is used other than LCS, reasons in writing may be recorded*].

14.3 For assignments under the “lump sum Contracts”, total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. For time based Contracts, input time for the key experts may also be indicated.

14.4 A Procuring Agency may specify any other requirement related to the assignment or Contract, where required, not contrary to the PPR-14.

15. Technical Proposal Format and Content

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

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

15.3. Consultant is required to submit Technical Proposal using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

a. Taxes

b. Currency of Proposal

c. Currency of Payment

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

16.2. The Consultant and its Sub-Contractors and Experts are responsible for meeting all tax liabilities arising out of the Contract unless agreed otherwise.

16.3. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

16.4. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked

“TECHNICAL PROPOSAL”, for “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning **“Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”**

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

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

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

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

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.

18.2 Any attempt by potential consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal and may be subject to the application of prevailing blacklisting procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

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

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

20. Proposals Evaluation

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

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the Consultant along with the technical scores. The Financial Proposals of non-responsive Consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

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

24. Correction of Errors

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

a. Lump-Sum Contracts

24.1.1 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so corrections are not required. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal may exclude taxes and duties in accordance with the instructions in the Data Sheet as the same are constant for all. However, complete list of all taxes, direct and indirect, be made part of the Contract for ready reference and, later on, deduction from the remunerations to deposit with relevant tax authorities.

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, work plan, staffing, contract price and the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, so that the quality of the final product, or the relevance of the initial evaluation may not affect.

c. Financial Negotiations

28.6 Cost may be reduced, as per rule 53 of PPR-14, and it may also include the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initiated by the Procuring Agency and the Consultant’s authorized representative.

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

30. Award of Contract

a. Notification of Award

30.1 Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful consultant in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

30.2 The notification of award will constitute the formation of the Contract.

30.3 Upon the successful Consultant’s furnishing of the Performance Guarantee pursuant to ITC Clause 30.1, the Procuring Agency will promptly notify each unsuccessful consultant and will discharge its Bid security, pursuant to ITC Clause 12.

b. Performance Guarantee

30.4 Within thirteen (30) days of the receipt of notification of award from the Procuring Agency, the successful consultant

shall furnish the Performance Guarantee acceptable to the Procuring Agency as specified in **Data Sheet**.

30.5 Failure of the successful consultant to comply with the requirement of ITC Clause 30.4 above or ITC Clause 30.7 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**c. Signing of Contract/
Issuance of work Order**

30.6 At the same time as the Procuring Agency notifies the successful consultant that its Bid/proposal has been accepted, the Procuring Agency will send the Consultant the Contract Form provided in this document, incorporating all changes in the agreements between the parties after negotiations.

30.7 Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful consultant shall sign and mention date of the contract and return it to the Procuring Agency.

30.8 Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14

30.9 Expected date and address for commencement of the consulting services are indicated in the **Data Sheet**.

d. Award Criteria

30.10 Subject to ITC Clause 30.4 & 30.5, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful consultant whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the consultant has been determined to be qualified to perform the contract satisfactorily.

e. Procuring Agency's Right to Vary Quantities at Time of Award

30.11 The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of services specified in Terms of References (TORs) without any change in unit price or other terms and conditions.

f. Procuring Agency's Right to

30.12 As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the

**Accept or
Reject All Bids**

acceptance of any Bid or proposal, without thereby incurring any liability towards the consultants. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

30.13 The Consultant shall be promptly informed about the rejection of the Bids, if any

30.14 The Procuring Agency shall upon request communicate to any Consultant, the grounds for its rejection of all Bids or proposals but shall not be required to justify those grounds.

g. Re-Bidding

30.15 If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Consultants.

Instructions to Consultants

E. Data Sheet

2.1	<p>Name of the Procuring Agency: <u>Punjab Skills Development Fund</u></p> <p>Method of selection: <u>Quality and Cost Based Selection (QCBS)</u></p>
2.2	<p>Bidding Procedure: <u>National Competitive Bidding through Single Stage Two Envelope</u></p> <p>Name of the Assignment: “Hiring of Company/Firm for Third Party Monitoring and Evaluation Services”.</p> <p>Financial Proposal to be submitted in financial envelopes ONLY of e-tendering portal as per Single Stage Two Envelopes Bidding Procedure and also attach scanned signed FIN-1, FIN-2 & FIN-3 of this document. If Financial Proposal is not submitted through e- tendering portal, then proposal shall be rejected. Financial proposal will be opened of only technically qualified consultants.</p>
2.3	<p>Pre-proposal meeting will be held: Yes ✓</p> <p>The pre-proposal meeting will be conducted on February 21, 2022 at 12:00 PM on Microsoft Teams (ONLINE). Consulting firm who wants to join shall have to write/submit all its queries in writing in an email to Procurement@psdf.org.pk before COB, February 18, 2022 and the link will be shared via email before start of the session. The purpose of the meeting is also to provide clarification and an understanding of the E-Tender portal in case there are any queries or ambiguities in this regard.</p>
6.3.1	<p>A list of debarred firms and individuals is available at the PPRA website:</p> <p>PPRA.punjab.gov.pk</p>
9.1	<p>The language of the Bid is “<i>English</i>”</p> <p>All correspondence shall be in English.</p> <p>The language for translation of supporting documents and printed literature is <i>English</i>.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>Technical Proposal (Technical Envelope of the E-Tender Portal):</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 (9) TECH-8 (10) Other declarations required in this document

	Financial Proposal (Financial Envelope of the E-Tender Portal): (1) FIN-1 (2) FIN-2 (3) FIN-3
12.1	Proposals must remain valid for 150 <u>Days</u> after the submission date.
12.10	Bid Security of 1% of the estimated cost of PKR 42.63 million in the form of Bank Call-Deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for 180 (one hundred & eighty) Days, beyond the validity of Bid favoring Punjab Skills Development Fund shall reach to PSDF, Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan before the opening of technical proposal (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of technical proposal, the consultant shall be disqualified for further proceeding. A scanned copy of bid security must be attached in the technical envelope of the e-tendering portal.
13.1	Clarifications may be requested by February 20, 2022 before 4:00 PM through message box option of e-tendering portal.
14.1	Joint Venture/Consortium is not Allowed.
14.2	Lumpsum Contract shall be signed, payment shall be made for actual number of visits conducted in a month and AMS maintenance cost on monthly.
14.3	Estimated cost for one year (one term) is PKR 42.63 million inclusive of all taxes and extendable for other two terms with mutual consent of both parties and satisfactory performance of the consultant with the approval of the Board.
16.3	The Financial Proposal should state all costs in PKR.
17.1	Consultant Firm must submit proposal online as per the defined forms & sections and must attach all their supporting documents as per specified requirements in this document. Please also attach complete technical proposal at the end of Technical Envelope in additional attachments. Technical Proposal shall not include any financial information. Technical Proposal containing financial information shall be rejected and declared disqualified for further process
17.9	The Proposals should ONLY be submitted online through e-tendering portal accessible at https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current . No bid will be accepted, if not submitted through e-tender portal on or before February 28, 2022 by 02:30 PM.
19.1	Technical Proposals shall be opened on February 28, 2022 at 03:00 PM (1500Hrs) at PSDF by Consultant Selection Committee at PSDF, 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore in the presence of representatives of the consultants. For this purpose, you are invited to attend the meeting on above mentioned date, time, and venue. Link for online opening will be sent to all participating consultant through email.
21.1	Responsiveness of Bids: Responsiveness of bids will be established based on compliance of all instructions delineated in this document.

Mandatory Requirements.

After establishment/confirmation of responsiveness of the applicant/application will be evaluated for following mandatory requirements. The Consulting firm submitting a proposal MUST meet the following Mandatory/eligibility criteria to qualify for technical evaluation:

Eligibility Criteria: (Mandatory Requirement)	Response
<p>Legal Status of Firm/ Company (Firm/ Company must be registered with either of the following)</p> <ul style="list-style-type: none"> • Security and Exchange Commission of Pakistan (SECP) • Registrar of Firms • Recognized by Govt. of Pakistan • Relevant registration forum (In case of international firms) 	<p>Please provide copy of incorporation/ registration certificate attested by Notary public.</p>
<p>NTN/ FTN (In case of International Firm local Partner should be registered with Federal Tax Authority in Pakistan)</p>	<p>Please provide registration certificate</p>
<p>Must be an active taxpayer in FBR</p>	<p>Please provide evidence to ascertain that firm/ company is active on FBR income taxpayer list</p>
<p>Firm/ company must be registered from Punjab Revenue Authority (PRA) (if not already registered with PRA, then, if awarded the work, the Firm/ Company will have to get registered with PRA before signing of contract)</p>	<p>Please provide PRA registration certificate or <u>undertaking</u> on firm/ company letterhead for registration before signing the contract (if already not registered)</p>
<p>Financial Statements of the firm/ company duly audited by ICAP registered firm or tax returns in case of SBP category "A, B,C"ICAP registered firm for the last 3 years.</p>	<p>Please provide copy of audited financial statements for last three years (2020-21, 2019-20, 2018-19)</p>
<p>Firm/ Company must be in Services Business for a minimum of three years</p>	<p>Please provide copy of service orders/ contracts/ PO/ client satisfactory</p>

		letters to establish the required period.
Affidavit for Non – Blacklisting & Eligibility declaring that the firm/ company is not blacklisted by any Government agency/ semi-government/ authority/ organization (As per Template attached)		Please attach scanned copy of affidavit on stamp paper as per given template in Annexure-A.
Affidavit for Correctness of information (As per Template attached)		Please provide scanned copy of affidavit on stamp paper as per given template in TECH-1.
Affidavit for Litigation History (As per Template attached)		Please provide scanned copy of affidavit on stamp paper as per given template in Annexure-B.
All requirements of " Eligibility criteria " as mentioned in Instructions to consultant/applicant should be met.		Must Meet Requirement

Evaluation Criteria

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

A-1: Experience of the Firm [40]

Evaluation Criteria	Total Marks	Marks Breakup	Response
1. 05 projects of Monitoring & Evaluation <u>for Donors/ Government funded projects</u> at grass root level in last 10 years: (02 marks for each project)	10		Attach relevant documentary evidence (completion letters /performance satisfactory letters) clearly showing tenure of projects.

	<p>2. Number of Projects with a total project value of Monitoring & Evaluation Projects of Training/Capacity Building projects at grassroot level for donors/Government funded projects in last 10 years:</p> <p>i) Project value equal to or more than PKR 30 million but less than 40 million (3 marks)</p> <p>ii) Project value equal to or more PKR 40 million but less than 50 million (6 marks)</p> <p>iii) Project value equal to or more than PKR 50 million (10 marks)</p> <p>3. Number of Projects (minimum 1 year duration) of Monitoring & Evaluation of Training/Capacity Building projects at grassroot level for donors/Government funded projects in last 10 years:</p> <p>(Can be same or other than the projects mentioned above in point no. 2 above)</p> <p>i) One Project (4 marks)</p> <p>ii) Two Projects (8 marks)</p> <p>iii) Three or More Projects (10 marks)</p> <p>4. Qualification and prior experience of IT & Software development. Should have capability of Software Development i.e. (.Net, (C#) and Mobile Application is a must).</p> <p>i) Organogram of IT department of at least five employees (5 marks)</p> <p>ii) 03 or more projects of software development (5 marks)</p>	<p>10</p> <p>10</p> <p>10</p>	<p>3</p> <p>6</p> <p>10</p> <p>4</p> <p>8</p> <p>10</p> <p>5</p> <p>5</p>	<p>Provide documentary evidence (completion letters /performance satisfactory letters) clearly mentioning value of project.</p> <p>Copy of organogram of IT department (of all five employees) along with names, qualification & experience duly attested by Head of HR Department. (Required for Point (i))</p> <p>Attach relevant documentary evidence of completion letters /performance satisfactory letters) clearly showing tenure of project. (Required for Point (ii))</p> <p>*Note Marks will not be given if any of the information is missing.</p>
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A-2: Financial Capability of the firm [10]

Financial Capability Evaluation Criteria:

Evaluation Criteria	Total Marks	Marks Breakup	Response
Average Financial Turnover of the firm/ company in last three years <ul style="list-style-type: none"> Equal to or more than PKR 40 million but less than or equal to PKR 60 million (3 marks) Average Financial Turnover of the firm/ company more than PKR 60 million but less than or equal to PKR 100 million (4 marks) Average Financial Turnover of the firm/ company more than PKR 100 million (5 marks) 	5	3 4 5	Please provide copy of audited financial statements of last three years (FY 2020-21, 2019-20, 2018-19) Audited by ICAP registered firms in SBP category "A, B,C" or tax returns of last three years (2020-21, 2019-20, 2018-19) in case of SBP Category A, B, C ICAP registered firm
Average Current Ratio of last three years <ul style="list-style-type: none"> Less than 0.5 (0 marks) Equal to or greater than 0.5 but less than or equal to 1 (2.5 marks) Greater than 1 (5 marks) 	5	0 2.5 5	

A-3: Approach & Methodology and Quality Management: [20]

Area	Criteria	Total Marks	Marks Breakup
Approach & Methodology	Please provide descriptions for the following: 1. Technical approach for provision of Third-Party Monitoring Services (5 marks)	5	
	i) Understanding of the assignment (2 marks)		2
	ii) Identification of three project risks and their mitigation strategies (3 marks)		3
	*Note: Marks distribution is subjective base on richness of content and quality of services offered in technical proposal.		

Android Management System (AMS)	Understanding of monitoring & reporting through Android Management System (AMS) (5 marks)	5	5
Work Plan & Presentation	<p>Please provide a complete work plan strategy of field visits as per proposed location based on monthly data of 250 locations, 500 classes and 12,000 trainees. Please provide allocation of resources and timelines adjustment of reporting if evenly distributed in 36 districts for 150 TSPs. The workplan must be in PDF form and in line with provided business rules. (5 marks)</p> <p>Recourse Allocation (Filed Monitors and Regional Coordinators as per TORs) (5 marks)</p> <p>Note: This is only for evaluation purpose however, above-mentioned requirements may increase or decrease depending upon the circumstances and business needs.</p>	10	10

A-4: Staff Proposed (Structure of implementation team) [25]

Evaluation Criteria	Total Marks	Marks Breakup	Response
Project Director	10		Please provide CVs of proposed staff with education and detailed description of experience required as per provided format in Tech-5
Mandatory Criteria: 16 years of education in (Business Administration or Social Sciences or Finance) with 10 years of project management experience: Marking Criteria: <ul style="list-style-type: none"> At least two number of completed projects minimum of one year duration (6 Marks) More than two Number of completed projects minimum of one year duration (10 Marks) Note* List of all completed projects should be mentioned in CV		6 10	
M&E Specialist:	5		
Mandatory Criteria: 16 years of education (Business Administration or Economics or commerce or statistics) with 7 years of relevant experience in monitoring & evaluation Marking Criteria:			

<ul style="list-style-type: none">Number of completed projects two (3 Marks)Number of completed projects more than two (5 Marks) <p>Note* List of all completed projects should be mentioned in CV</p>		3 5	
IT Expert:	5		
16 years of education in (computer science or Information Management System or Software Engineering) with more than 5 years of relevant experience of IT (Specifically Android based development) (5 marks)		5	
16 years of education in (computer science or Information Management System or Software Engineering) with 5 years of relevant experience of IT (Specifically Android based development) (3 marks)		3	
Regional/District Coordinator:	5		
Mandatory Criteria: 16 years of education in Business Administration/ Social Sciences/ Finance with 04 years of experience in Project Management Marking Criteria: <ul style="list-style-type: none">Number of completed projects two (3 Marks)Number of completed projects more than two (5 Marks) <p>Note* List of all completed projects should be mentioned in CV.</p>		3 5	

A-5: Office Outreach [5]

Evaluation Criteria	Total Marks	Marks Breakup	Response
1. Three Offices across Punjab/Pakistan (5 Marks)	5	5	Need documentary evidence/ declaration on company letterhead.
2. Two Offices across Punjab/Pakistan (3 Marks)		3	
3. One Office across Punjab/Pakistan (2 Marks)		2	

Technical Evaluation Score Formula: {A1+A2+A3+A4+A5} = 100 Marks

Minimum 65% in technical score is required to qualify for financial proposal opening.

23.1	<p>An online option of the opening of the Financial Proposals is offered: Yes <u>✓</u>.</p> <p>For this purpose link for online opening will be shared with qualified consultants for financial bid opening.</p>
25.1	<p>For the purpose of the evaluation, PSDF will consider the financial cost inclusive of all applicable taxes. All payments by the Procuring agency to the Consultant under this agreement is subject to applicable taxes.</p>
27.1	<p>The formula for determining the financial scores is 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. Combined the weights given to the Technical Score (T) and Financial Score (P) are: $T = 80 \%$ $P = 20 \%$</p> <p>Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.</p>
28.1	<p>Expected date and address for agreement negotiations: Expected date: March 28, 2022</p> <p>Punjab Skills Development Fund 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore –Pakistan</p>
30.4	<p>Successful firm shall furnish 2% performance guarantee in the form of a bank guarantee favoring CEO Punjab Skill Development Fund is pre-requisite for signing the contract.</p>
30.9	<p>Expected date for commencement of consulting services July 01, 2022 at: Procurement Department Punjab Skills Development Fund 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore –Pakistan</p>

Section 3. Technical Proposal - Standard Forms

Refer to 10.1 of the Data Sheet for Format of Technical Proposal to be submitted,

Checklist of Required Forms

FORM	DESCRIPTION	ATACHED FORMS Mark Yes/ No	
		Yes	No
Tech 1	Technical Proposal Submission Form	<input type="checkbox"/>	<input type="checkbox"/>
Tech 2	Consultant's Organization and Experience	<input type="checkbox"/>	<input type="checkbox"/>
Tech 3	Description of the Approach, Methodology and Work Plan for Performing the Assignment	<input type="checkbox"/>	<input type="checkbox"/>
Tech 4	Team Composition and Task Assignments	<input type="checkbox"/>	<input type="checkbox"/>
Tech 5	Curriculum Vitae (CV) for Proposed Professional Staff	<input type="checkbox"/>	<input type="checkbox"/>
Tech 6	Staffing Schedule	<input type="checkbox"/>	<input type="checkbox"/>
Tech 7	Work Schedule	<input type="checkbox"/>	<input type="checkbox"/>
Tech 8	Eligibility Criteria Checklist & Supporting Documents	<input type="checkbox"/>	<input type="checkbox"/>

Form TECH-1 Technical Proposal Submission Form

Location: _____ Date: _____

To:

Dear Sir,

We, the undersigned, offer to provide the consulting services to PSDF for Hiring of Company/Firm for Third Party Monitoring and Evaluation Services in accordance with your proposal dated [Date]. We are hereby submitting our Proposal through e-tender portal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and correct and, we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until the bid is valid in accordance with ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Province of the Procuring Agency.
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated Clause 30.2 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

Organization Information			
Sr #	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
4	General / Punjab Sales Tax Number		
5	What is the legal status of your organisation? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s) (Sole Proprietorship and Individuals are not allowed)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
6	Name and designation of 'Head of Organization'		
	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
7	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		
8	Address of organization		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

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 listed in technical evaluation in the proposal]

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 & Timeline

a) 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:

24. Interpretation of scope and objectives of assignment.

25. Understanding of assignment deliverables.

26. Overall methodology adopted and approach to conduct the assignment.

b) 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

Proposed 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

22. Proposed Position [only one candidate shall be nominated for each position]: _____

23. Name of Firm [Insert name of firm proposing the staff]: _____

24. Name of Staff [Insert full name]: _____

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

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

27. Education:

Degree	Major/Minor	Institution	Date (MM/YYYY)

28. Membership of Professional Associations: _____

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

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

31. 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).]:

Employer	Position	From (MM/YYYY)	To (MM/YYYY)

11. Detailed Tasks Assigned (Project wise)

[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.]

31. 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.

Date: _____

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative: _____

Form TECH-6 Staffing Schedule

Full time input 

Part time input 

Year:		Staff input (in the form of a bar chart) ²												Total staff-month input		
N°	Name of Staff	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						

Form TECH-7 Work Schedule

Year:		Months ²											
N°	Activity ¹	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 may be indicated in the form of a bar chart.

Form TECH-8 Eligibility Criteria Checklist

Eligibility Criteria Checklist				
Sr. No	Eligibility Criteria Details	Evidence/Proof Required	Attached Supporting Documents/ Proof	
			Yes	No
1	<p>Legal Status of Firm/ Company (Firm/ Company must be registered with either of the following)</p> <ul style="list-style-type: none"> • Security and Exchange Commission of Pakistan (SECP) • Registrar of Firms • Recognized by Govt. of Pakistan • Relevant registration forum (In case of international firms) 	Please provide copy of incorporation/ registration certificate	<input type="checkbox"/>	<input type="checkbox"/>
2	NTN/ FTN (In case of International Firm local Partner should be registered with Federal Tax Authority in Pakistan)	Please provide registration certificate	<input type="checkbox"/>	<input type="checkbox"/>
3	Must be an active taxpayer in FBR	Please provide evidence to ascertain that firm/ company is active on FBR income taxpayer list	<input type="checkbox"/>	<input type="checkbox"/>
4	Firm/ company must be registered from Punjab Revenue Authority (PRA) (if not already registered with PRA, then, if awarded the work, the Firm/ Company will have to get registered with PRA before signing of contract)	Please provide PRA registration certificate or undertaking on firm/ company letterhead for registration before signing the contract (if already not registered)	<input type="checkbox"/>	<input type="checkbox"/>
5	Financial Statements of the firm/ company duly audited by ICAP registered firm or tax returns in case of SBP category "A,	Please provide copy of audited financial statements for last three years (20-21, 19-20, 18-19)	<input type="checkbox"/>	<input type="checkbox"/>

	B,C"ICAP registered firm for the last 3 years.			
6	Firm/ Company must be in Services Business for a minimum of three years	Please provide copy of service orders/ contracts/ PO/ client satisfactory letters to establish the required period.	<input type="checkbox"/>	<input type="checkbox"/>
7	Affidavit for Non – Blacklisting & Eligibility declaring that the firm/ company is nit blacklisted by any Government agency/ semi-government/ authority/ organization (As per Template attached)	Please attach scanned copy of affidavit on stamp paper as per given template in Annexure-A.	<input type="checkbox"/>	<input type="checkbox"/>
8	Affidavit for Correctness of information (As per Template attached)	Please provide scanned copy of affidavit on stamp paper as per given template in TECH-1.	<input type="checkbox"/>	<input type="checkbox"/>
9	Affidavit for Litigation History (As per Template attached)	Please provide scanned copy of affidavit on stamp paper as per given template in Annexure-B.	<input type="checkbox"/>	<input type="checkbox"/>

Section 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 ICT clause 16 of Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakup 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 to PSDF for “Hiring of Company/Firm for Third Party Monitoring and Evaluation Services” in accordance with your 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 valid and remain binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal as indicated in ICT clause 12.1 of the Data Sheet.

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

Summary of costs			
Cost Components		Description	Total Cost in PKR
Visit Cost	Pre-Inspection & TPM Recurring Visits	Cost Per Visit PKR (Incl. of all applicable taxes) (Please provide break-up in FIN 3 below)	
		Monthly Cost for 361* visits (Incl. of all applicable taxes) (cost per visit x 361)	
		12 months Cost (Incl. of all applicable taxes)= A	
System Cost	Android Monitoring System	AMS Maintenance Cost + Usage of smart devices + Cloud Hosting for 12 Months (Incl. of all applicable taxes) = B	
	AMS Upgrade & integration **	AMS upgrade cost (change request) per Man Day (Incl. of all applicable taxes) = C	
Total Financial Cost inclusive of all applicable taxes (A+B+C)			

***NUMBER ARE MENTIONED FOR CALCULATION PURPOSES ONLY**

AMS Upgrade & integration **

AMS upgrade & integration cost will only be incurred if any upgrade in system is requested through Change request. Number of man days can be increased or decreased as per business requirement.

Payment Terms:

- Contract shall be signed based on per visit cost and AMS maintenance cost in PKR, however, payment shall be made for actual number of visits conducted in a month and AMS maintenance cost on monthly basis.
- All the payment shall made in the PKR after the deduction of all applicable taxes.
- All cost will be inclusive of all taxes (Direct & indirect) applicable at the time of financial proposal and any change in taxes afterwards will be paid as per the applicable laws.

Form FIN-3 Break-up of Costs

Cost Components	Description	Cost in PKR (Without Applicable Tax)	Applicable Taxes (%age)	Cost in PKR (With Applicable Tax)
Per Visit Cost (Pre-Inspection and TPM Recurring Visits)	Human Resources Cost			
	Transportation Cost			
	Overheads (OH) (Incl. Management Cost)			
	*Please describe the details of overheads below. (a) Other OHs 1 (b) Other OHs 2 (c) Other OHs 3 & So on.			
System Maintenance Cost	AMS Maintenance (12 months)			
	Usage of smart devices (12 months)			
	Cloud hosting (12 months)			
	Please describe any other cost below. (If any)			

Section 5. Terms of Reference

Background

PSDF is the largest skills development fund in Pakistan, set up by the Government of the Punjab in collaboration with Foreign, Commonwealth and Development Office (FCDO). PSDF has also managed the skills training funding provided by the World Bank. Over the past 10 years it has funded trainings for over 500,000 youth in 250+ demand-driven trades primarily from the industry and private sector across Punjab.

Assignment Background

PSDF targets to fund training from July-21 to June 2026 of approximately 180,000 trainees and the estimated numbers from July 2022 to December 2023 will be approximately 53,000 trainees under different upcoming schemes for both males and females across Punjab.

The main objective of TPM is to perform end-to-end monitoring of training operations under PSDF compliance standards that includes monitoring visits of all Training Service providers on monthly basis as per monitoring business rules and guidelines. The Third-Party Monitoring firm will also be engaged to report on the readiness and appropriateness of infrastructure: building, furniture, labs/equipment-tools, and other essentials. The TPM will submit all types of required reports to Monitoring team on regular basis.

Scope of Work

Monitoring activities of the consulting/bidding firm will include but not limited to:

- (i) Physical Inspection of Training Centre Facilities & Reporting
 - (ii) Field Visits of Training Service Providers & Reporting
 - (iii) Continuous maintenance, Development & improvement of Android Management System (AMS)
 - (iv) Capacity building of TPM Monitoring Team on regular basis as per Business rules of PSDF
- (i) **Physical Inspection of Training Centre Facilities & Reporting**

a. Pre-Training Center Inspection

The pre-training centre inspection visit will be carried out only for Community Based Programs, Cost Sharing & Training for Placement after the agreement has been signed with Training Service Providers (TSP) but before imparting the training as per recommended business rules of PSDF.

The inspections are required to ascertain the readiness of training facilities. It is mandatory to conduct pre-training centre inspections in case of following:

- PSDF has awarded the agreement to New TSP under community, Cost sharing & Training for Placement programs.
- TSP has requested to change the location for delivery of training as mentioned earlier in Request for proposal document.

b. During Training Center Inspection

TPM will carry out centre inspection in following circumstances.

- The centre inspection (During Training) will be carried out along-with regular monitoring visits to check for compliance of major equipment as per curricula.
- During training inspections can be carried out based on the request of PSDF for any TSP.
- The during training centre inspection is mandatory, if based on circumstances TSP requested to change for location for delivery of training.
- A list of major equipment's provided by PSDF will be verified in each monthly visit

If based on the report, it is established that the facility is ready, the Training Service Provider will be given "Notice to Proceed" to commence the training. The Pre training centre inspection is mandatory for community-based programs, Training for placements and Cost sharing schemes. However, centre inspections may be carried out other than above mentioned programs.

Pre-Training Centre Inspections	
(Initially one-time activity but can be repeated for a center as per PSDF requirements)	
Tentative pre-training centers visit:	Around 144 visits are expected in a year across all 36 districts of Punjab.
Inspection report submission to PSDF on a standardized format in PSDF-DBMS	During the specified inspection days

(ii) Field Visits of Training Service Providers & Reporting

- Carry out end-to-end monitoring of training standards and operations against PSDF quality compliance standards (during the implementation of training contracts)

- Submission of fortnightly field visit plans (District wise) to PSDF and will submit planned vs actual field visit report.
- To carry out one/two visits of each training class in a month according to the business rules of PSDF.
- Submission of Android based monitoring reports on monthly basis on a standardised report format within the stipulated time frame as agreed in PSDF-DBMS (MIS/BSS)
- Urgent reporting of any serious violation as mentioned in Business rules or incident of such nature.
- Various analytical (qualitative and quantitative) and comparative reports of business rules compliance to be provided as required on monthly basis.
- Conduct trainee perception survey submit reports to PSDF on all prescribed indicators.
- Sample based field visits and reporting during certifying authority examination.
- Preparation of dynamic dashboard report of TSPs/Sector/Cluster/Program wise violations summaries, visits conducted, and any other requirement as mentioned by PSDF.
- Reports will be submitted by TPM to PSDF in PSDF-DBMS (MIS/BSS) through android based monitoring system (AMS) as per timelines shared by PSDF.

Business Rules applicability & Compliance by TPM:

The PSDF has different set of business rules for on-site, on-line and hybrid trainings. It is necessary for TPM to perform visits and submit reports on monthly basis in PSDF-DBMS (MIS/BSS). The business rules are compliance checklist for ascertaining quality aspect and analysis required to gauge the performance of TSP(s).

Below are the extract business rules of PSDF. Further, set of business rules (Formal, Industry, Community and Cost sharing) are attached for further reference.

Attendance Record:

Attendance record will be maintained for each trainee during monitoring visits and class wise reports will be submitted in BSS/DBMS through AMS.

Qualitative Survey

Trainee/Trainee perception surveys will be conducted for all training locations and analytical/comparative reports will be shared with PSDF on prescribed formats.

Fee Charging:

The TPM is required to inquire from trainee whether any fee has been charged by the training service provider.

Stipend, bags, uniform and books/ stationery:

Monitors will check whether the stipend has been paid (receipt duly signed by trainee) bags, uniform, stationary, and manuals/books have been provided, where applicable.

Trainee satisfaction (trainee perception):

Third Party Monitor will collect data about trainee satisfaction using the qualitative survey tool.

Availability of consumables (trainee perception)

The TPM is required to collect data through qualitative survey and feedback form. Physical inspection of tools and equipment.

Statistics	Multiple Vocational Training Schemes
Tentative Total no of trainees	30,000-35,000
Duration	12 months. PSDF may extend the agreement for another two terms on the same terms & conditions with the mutual consent of both parties
Tentative Monitoring Visits	
Tentative number of classes for a period of 12 months	<p>Around - 1750 (around 30 % female classes)</p> <p>Around 400-500 classes may start for any batch</p> <p>The Trainings will be conducted in all 36 districts of Punjab and its adjacent areas but not evenly distributed</p>
Trainees per class	Around 20-25 according to availability of Lab. / workshop facilities.
Number of Locations	Around 250 locations in any given quarter.
Number of Visits	Around 300-350 no of visits in any given month
Estimated time of monitoring in one class	About 40 minutes
Shifts/Timings:	Morning & Afternoon-Evening
Class Monitoring Requirements:	<p><u>Female monitors for female classes</u></p> <p>Male classes can be monitored by either of the gender</p>

Number of visits per class during a month:	1 or 2 Visits depends upon the PSDF monitoring Business rules
Monitoring of on-job-training (where Applicable)	Sample based monitoring (where applicable, if any such scheme is implemented)
Monitoring Forms and Monitoring Reports	<p>-PSDF prescribed business rules, forms and guidelines to be used for monitoring</p> <p>-PSDF prescribed report format to be used for monitoring reports</p>
Frequency of reporting and submission	<ul style="list-style-type: none"> • TPM will provide one main monthly monitoring report emerging from all the visits (class wise reports will also be submitted with the main report) • Center inspection report as and when required • Quarterly TSPs progress report (Dashboard) as per defined rules • Immediate reporting of serious violations as per business rules • Monthly AMS based visits report of TSPs • Analytical (Qualitative and Quantitative) and comparative reports in each quarter. • Monthly Trainee perception report submitted by TPM on monthly basis
Training Service Providers and Trades/Courses	
Training Service Providers	<ul style="list-style-type: none"> • Formal Training Institutes: A training institute will be deemed to be formal if it is registered / affiliated / accredited by an authority such as NAVTTC, TEVTA, Punjab Board of Technical Education (PBTE), National Training Bureau (NTB), City and Guilds, or any other accredited / authorized national/international certifying body. • Training Institutes set up by section 42 companies. • Public sector training institutes. • Institutes set up under “Public Private Partnership” arrangements. • HEC recognize universities. • Legal entities can apply if their consortium partners are formal training institutes and will deliver trainings in collaboration with those institutes.

	<ul style="list-style-type: none"> • Employers who have internal training institutes (Institutes which conduct regular training irrespective of their affiliation with any accredited certifying body). • Private Limited Companies and Limited companies participating in Industry related training Programs
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(iii) Continuous Development & improvement of Android Management System (AMS)

- Adoption of existing Android Based Monitoring System (AMS).
- Continuous development, customization, support and improvement of existing Android based management system (AMS) for effective & robust controls and operations.
- Development of all data collection tools in AMS and integration with PSDF-DBMS (MIS/BSS) in consultation with PSDF.
- .Net- API Development to fetch and post data into PSDF-DBMS (MIS/BSS).
- Mobile Application development Capability to Modify or develop new AMS Application for Field Monitoring.
- Sharing of quality assurance (QA) mechanism for AMS submitted reports.
- Development of Customized Reports as an Output of field monitoring process.

(iv) Capacity building of Monitoring Team on regular basis as per Business rules of PSDF

- TPM will conduct capacity building of its field staff on regular basis as per applied Business rules of PSDF to ensure compliance of operations.
- TPM will conduct orientation session regarding behaviour of field staff in order to enable them to be more efficient and effective for field visits and coordination with TSPs.
- TPM will submit Monthly/Quarterly rotation plan of field monitors

Operational Features of TPM (Third Party Monitoring Firm)

The third-party monitoring firm will:

- Place dedicated teams in each district/cluster of districts (maximum 6 districts in each cluster) for carrying out third party monitoring under PSDF schemes.
- Dedicated resource (point of contact) for urgent reporting & coordination for PSDF
- Provide monthly AMS based (Android management system) reports to PSDF

- Carry out Center facility inspection of training centres and submit electronic reports to PSDF
- Implement an unbiased, reliable, transparent, and robust monitoring process to enable PSDF to thumb the contractual violations committed by the training service providers.
- Share fortnight schedule to PSDF about planned visits of classes or any change therein
- Institute procedures to ensure that an arm's length relationship prevails between the enumerators/monitors and Training Service Providers and provide information to PSDF about the procedure and the state of its implementation.
- Engage female monitors for female classes
- Liaise and submit monthly monitoring reports on PSDF prescribed format to Monitoring & Evaluation department of Punjab Skills Development Fund.

Section 6. Form of Draft Contract

(This contract document is draft document and same would be finalized at the time of negotiation with consultant under Rule, 53 of PPRA Rules, 2014.)

Draft contract is appended below.

THIS AGREEMENT is made at Lahore, Pakistan this ____

BETWEEN

PUNJAB SKILLS DEVELOPMENT FUND, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

AND

[Party Name]

(PSDF and Consultant shall individually be referred to as a “Party” and collectively as “Parties”)

WHEREAS, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to procure the services of a consultant for providing third party monitoring services envisaged herein this Agreement (“**Services**”).

AND WHEREAS, Consultant is desirous of providing the aforesaid Services and submitted its proposal/bid on [add] and the proposal/bid has been deemed successful for awarding of this Agreement.

AND WHEREAS, Consultant has agreed to offer and PSDF has agreed to procure the envisaged Services on the terms and conditions set out herein below.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

1.1 The Recitals hereof shall form an integral part of this Agreement.

2. SCOPE OF WORK

2.1. Consultant agrees to provide the Services detailed in **Appendix A** subject to negotiations in accordance with the PPRA Rules 2014.

2.2. Consultant further agrees to provide all related services that may be required by PSDF at any time during the term of this Agreement.

3. TERM & PAYMENT

3.1 This Agreement shall come into force on the [add] its duration shall be [add] during which the prices shall be fixed.

3.2 PSDF may extend the duration of this Agreement for a further period on the same terms and conditions.

3.3 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of any sort of delay in performance by Consultant, PSDF shall be entitled to deduct [●] of the total bid price per day till such delay continues as per the deliverables.

3.4 In consideration of the satisfactory provision of Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of [add].

3.5 All payments made hereunder shall be made subject to applicable tax deductions.

4. PERFORMANCE GUARANTEE

4.1. Consultant shall submit a Performance Guarantee (in the form of pay order or bank guarantee as is acceptable by PSDF) equal to the amount of [add] of the total value of this Agreement at the time of signing of this Agreement. The Consultant shall ensure

that the Performance Guarantee is valid and enforceable till the duration of this Agreement.

4.2. The Performance Guarantee shall be returned after successful completion of this Agreement.

5. OBLIGATIONS

5.1. In providing the Services and related services to PSDF, Consultant shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Consultant from time to time.

5.2. Consultant shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.

5.3. Consultant shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.

5.4. Consultant shall retain and maintain all records related to the Agreement during the life of the Agreement and 05 years after the expiry of this Agreement.

5.5. Consultant shall ensure that the Professional Staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.

5.6. Consultant shall comply with the Business Rules, Monitoring Rules and all other rules of PSDF in providing the Services.

5.7. Consultant hereby undertakes that it shall promptly disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of PSDF, or that may reasonably be perceived as having such effect.

6. WARRANTIES AND REPRESENTATIONS

6.1. CONSULTANT' WARRANTIES AND REPRESENTATIONS

6.1.1. **CONSULTANT WARRANTS AND REPRESENTS THAT IT HAS SUBMITTED PERFORMANCE GUARANTEE OF [ADD] PER CENT (%) OF THE TOTAL VALUE OF THIS AGREEMENT AS STIPULATED HEREIN.**

6.1.2. **CONSULTANT REPRESENTS AND WARRANTS THAT IT** has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

6.1.3. Consultant is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest and the request for proposal document.

6.1.4. **CONSULTANT WARRANTS AND REPRESENTS THAT** it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.

- 6.1.5. Consultant warrants and represents that it has the requisite experience of providing the Services.
- 6.1.6. Consultant warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. providing the Services.
- 6.1.7. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 6.1.8. Consultant warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 6.1.9. Consultant warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 6.1.10. Consultant warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 6.1.11. This Agreement and all documents to be executed by Consultant and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Consultant.
- 6.1.12. Consultant warrants and represents that no Conflict of Interest exists in carrying out its obligation stipulated in this Agreement.
- 6.1.13. Consultant warrants and represents that it shall provide professional, objective and impartial advice and at all time hold PSDF's interests' paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration of future work.

6.2. PSDF's warranties and representations

- 6.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to Consultant in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

7. INDEMNITIES AND LIABILITIES OF CONSULTANT

- 7.1. Consultant shall be fully liable for the obligations arising out of or in connection with this Agreement.

- 7.2. Consultant shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Consultant, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by Consultant or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

8. INDEMNITIES AND LIABILITIES OF PSDF

- 8.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Consultant for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Consultant received advance notice of the possibility of such damages.
- 8.2. Consultant shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.

9. EVENTS OF DEFAULT

- 9.1. The following events shall each constitute an "Event of Default" by Consultant and PSDF upon such Event of Default shall be entitled to forthwith terminate this Agreement:
- 9.1.1. If Consultant fails to timely complete the Services or fails to provide the deliverables within the stipulated timeframes.

- 9.1.2. If Consultant fails to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of PSDF, or that may reasonably be perceived as having such effect.
- 9.1.3. If Consultant violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives Consultant written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if Consultant does not commence to cure such violation, breach or failure within such thirty (30) day period.
- 9.1.4. If the Services provided does not conform to any requirements of PSDF and subject to the same being informed to Consultant in writing the same is not replaced and/or rectified within [•] of such intimation and/or notification.

9.2. PSDF reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a one month notice.

10. ENTIRE AGREEMENT

THIS AGREEMENT, TOGETHER WITH THE APPENDICES [ADD] CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO ITS OBJECT AND SUPERSEDES AND CANCELS ANY PRIOR REPRESENTATION, COMMITMENT, UNDERTAKING OR AGREEMENT BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN, WITH RESPECT TO OR IN CONNECTION WITH ANY OF THE MATTERS OR THINGS TO WHICH SUCH AGREEMENT APPLIES OR REFERS.

11. RECORD

Consultant shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures Invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

12. ASSIGNMENT AND SUB-CONTRACTING

12.1 Consultant shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.

12.2 Consultant shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.

13. CONFIDENTIALITY

13.1. Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:

- a) Is or becomes public other than through a breach of this Agreement;
- b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c) Was known to the recipient at the time of disclosure or is thereafter created independently;
- d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- e) Must be disclosed under applicable law, legal process or professional regulations.

13.2. Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

14. BLACKLISTING

14.1. After signing the Agreement, if Consultant is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, the Consultant may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

15. FORCE MAJEURE

- 15.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunami, fire, explosion, terrorism, storm, flood, lightening, war and hostilities.
- 15.2. If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.
- 15.3. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

16. NOTICES

- 16.1. A notice or other communication under or in connection with this Agreement shall be:
- (a) in writing;
 - (b) in the English language; and
 - (c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

16.3. Addresses:

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

17. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

18. VARIATIONS

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

19. COUNTERPARTS

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

20. AMENDMENTS

Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.

21. ARBITRATION AND GOVERNING LAW

- 21.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the parties consent and submit to the jurisdiction and service of process to the courts in Lahore.
- 21.2. The Parties agree that in case of any dispute regarding the quality and quantity of the Services and/or any related services the decision of PSDF shall be binding and final.
- 21.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940.

22. WAIVER

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

IN WITNESS THEREOF, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

PSDF

Consultant

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Witnesses:

- 1.
- 2.

APPENDIX A

SCOPE OF SERVICES

ALREADY AVAILABLE IN SECTION 5 OF THIS DOCUMENT.

APPENDIX B

PAYMENT TERMS

- i. **5% PENALTY SHALL BE IMPOSED ON MONTHLY INVOICE VALUE OF CONSULTANT IN CASE OF NON-COMPLIANCE WITH TORS.**
- ii. **TPM COST SHALL BE DEDUCTED AS PER BUSINESS RULES REGARDING TSP-TPM COLLUSION. PSDF WILL DEDUCT ENTIRE PAYMENTS OF ALL PAST VISITS OF ALLEGED MONITOR(S) IN CASE ANY INSTANCE OF COLLUSION BETWEEN TPM AND TSP.**

Annexures

Annexure-A

Template for Affidavit

The Applicant shall attach original affidavit on non-judicial stamp paper (not below the value of Rs. 100) and declaring on oath that the Applicant:

- a. is not in bankruptcy or liquidation proceedings;
- b. has *never* been declared ineligible/blacklisted by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- c. is not making any misrepresentations or concealing any material fact and detail;
- d. has not been convicted of, fraud, corruption, collusion or money laundering;
- e. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- f. does not fall within any of the circumstances for ineligibility or disqualifications

Name & Designation of Authorized Representative of Firm

Sign/Stamp

Annexure-B

Template for litigation history

(On non-judicial stamp paper (not below the value of Rs. 100))

LITIGATION HISTORY

[Provide here a list and brief description of litigation history including arbitrations (pending or otherwise) with Punjab Skills Development Fund (PSDF) at the time of submission of proposal.]

Case title	Nature of Claim	Value of Claim	Forum	Outcome/Likely Outcome

Annexure-C

FORMAT OF AUTHORIZATION OF REPRESENTATIVE

On non-judicial stamp paper (not below the value of Rs. 100)

[To be stamped in accordance with the Stamp Act, 1899]

POWER OF ATTORNEY

Know all men by these presents, we _____ name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. _____ name and residential address) who is presently employed with _____ and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Consultancy envisaging [add] ("**Consultancy**") including signing and submission of all documents and providing information / responses to the Punjab Skills Development Fund (PSDF), representing us in all matters before PSDF, and generally dealing with PSDF in all matters in connection with our bid for the said Consultancy. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Authorized Attorney _____

Name and Title of Attorney: _____

Name of Firm: _____

Address: _____

Note: To be executed by all members in case of a consortium or JV. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.