

Hiring of Consultant Required for Short Term Consultancy

Directorate General Social Welfare and Bait ul Maal intends to hire services of consultant for preparation of bidding document, draft form of agreement and inspection of Samples for the procurement under ADP Scheme namely, “Provision of wheel chairs, prosthetics, hearing aids, and other such assistive devices to PWDs”

The consultant will be hired on assignment basis and will be paid lump sum on completion of the assignments. Detailed Terms of Reference (TORs), scope of work, requirement of education and experience are given in bidding document available at www.ppra.punjab.gov.pk. The Bidding Document may also be get from the office of Director (CRDP), Directorate General Social Welfare and Bait-ul-Maal, Punjab, 41 Empress Road, Lahore. Ph. # 042-99201668 Road Lahore on the submission of written application.

The proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope. One Consultant one proposal, Multiple proposals will not be permissible.

The Proposals must be submitted on 10th October, 2024 at 1200 Hours at office of Director (CRDP), Directorate General Social Welfare and Bait-ul-Maal, Punjab, 41 Empress Road, Lahore. Ph. # 042-99201668

The opening shall take place on 10th October, 2024 at 1230 Hours at office of Director (CRDP), Directorate General Social Welfare and Bait-ul-Maal, Punjab, 41 Empress Road, Lahore. Ph. # 042-99201668

No online option of the opening of the Technical Proposals is offered.

***KHAWAJA MUHAMMAD SIKANDAR ZISHAN
DIRECTOR GENERAL SOCIAL WELFARE & BAIT UL MAAL,
PUNJAB, LAHORE
41-Empress Road, Lahore 042-99201668***

B I D I N G D O C U M E N T

R E Q U E S T F O R P R O P O S A L (R F P)

Hiring of Consultant

for

**Preparation of bidding document, draft form of
agreement and inspection of Samples
(Short Consultancy)**

Under

**ADP Scheme No.967” Provision of wheel chairs, prosthetics,
hearing aids, and other such assistive devices to PWDs”**

**Directorate General
Social Welfare & Bait-ul-Maal
Government of the Punjab**

September, 2024

TABLE OF CONTENTS

Section 1. Instructions to Consultant (ITC)	3
Section 2. ITC Data Sheet (with Evaluation Criteria)	18
Section 3. Technical Proposal – Forms.....	23
Section 4. Financial Proposal – Forms	35
Section 5. Terms of Reference (TORs).....	39

PART I
Section 1. Instructions to Consultant (ITC)

A. General Provisions

- 1. Definitions**
- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
 - (b) “Applicable Rules” means the Punjab Procurement Rules 2014 (as amended) governing the selection and Contract award process as set forth in this RFP.
 - (c) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
 - (d) “Client” means the procuring agency that signs the Contract for the Services with the selected Consultant.
 - (e) “Consultant” means a professional consultant
 - (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
 - (g) “Data Sheet” means an integral part of the Instructions to Consultant (ITC) Section 2 that is used to reflect specific conditions to supplement assignment, but not to over- write, the provisions of the ITC.
 - (h) “Day” means a calendar day.
 - (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.
 - (j) “Government” means the Government of the Punjab.

-
- (k) “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.
- (l) “ITC” (the Section 2 of the RFP) means the Instructions to Consultant that provides the Consultants with all information needed to prepare their Proposals.
- (m) “LOI” (the Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (n) “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.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (s) “TORs” (the Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

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

2.2 The 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 evaluating and ultimately signing the Contract with the selected Consultant.

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

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

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

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

3. Conflict of Interest

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

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

subsequently providing goods or works or non-consulting services resulting from or

a. Conflicting activities

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

b. Conflicting assignments

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

c. Conflicting relationships

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

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that

4. Unfair Competitive Advantage

5. Corrupt and Fraudulent Practices

5.1 (a) For the purpose of this provision, the terms set forth below end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultant are defined as follows

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;

-
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) “collusive practices” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.
- (b) The Client will reject a proposal for award if it determines that the Consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) The Client will declare mis-procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;

(d) The Client will sanction a Consultant at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Consultant ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated sub-consultant, supplier, or service provider of an otherwise eligible Consultant being awarded a Government-financed contract.

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

6. Eligibility

6.1 The Procuring Agency permits Consultant companies to offer services.

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

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

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

6.3.2 Consultants and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 6 (Eligibility).

c. Government-owned Enterprises

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

d. Restrictions for public employees

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

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

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees, whichever is longer. Experts who are employed by the government- owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

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

B. Preparation of Proposals

7. General consideration

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 Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, 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 to observe, in competing for and executing a contract, laws against fraud and corruption (including bribery).
- 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 (Section4).
- 11. Only One Proposal**
- 11.1 The Consultant shall submit only one Proposal, either in its own name. If a Consultant submits more than one proposal, all such proposals shall be disqualified and rejected.
- 12. Proposal Validity**
- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period**
- 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

**Key Experts at
Validity
Extension**

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.

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

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

such Proposal will be rejected.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. If the Client deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

Preparation of Proposals – Specific

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

-
- 14. Considerations**
- 14.1.1 estimated Key Experts' time input (expressed in person-
The Client may indicate in the **Data Sheet** the month) or
the Client's estimated total cost of the assignment, but not
both. This estimate is indicative and the Proposal shall be
based on the Consultant's own estimates for the same.
- 14.1.2 If stated in the **Data Sheet**, the Consultant shall
include in its Proposal at least the same time input (in the
same unit as indicated in the **Data Sheet**) of Key Experts,
failing which the Financial Proposal will be adjusted for the
purpose of comparison of proposals and decision for award
in accordance with the procedure in the **Data Sheet**.

15. Technical Proposal Format and content

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

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

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

16. Financial

16.1 The Financial Proposal shall be prepared using
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 For assignments with a duration exceeding 18 months, a price adjustment provision for local inflation for remuneration rates applies if so stated in the **Data Sheet**.

16.3 The Consultant is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

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

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

C. Submission, Opening and Evaluation

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

17.3 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**”, “**Provision of wheel chairs, prosthetics, hearing aids and other such assistive devices to PWDS**”, reference number, name and address of the Consultant firm.

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.

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

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

18. 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

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

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

**19. Opening of
Technical
Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the 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 22 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; (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**.

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

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

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the **Technical** 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**.

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

Consultant's choice.

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

23.1 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.

23.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub- total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total

Proposal cost.

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

24.1 The Client's evaluation of the Consultant's Financial

25. 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**.

26. Combined Quality and Cost Evaluation

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

26.1 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 contract signing.
Proposal shall include all applicable taxes in accordance with the instructions in the **Data Sheet**.

27. Award of Contract 27.1 The Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

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

Section 2. Instructions to Consultant (ITC)

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	Name of the Client: Director General Social Welfare under ADP project No. 967 “ Provision of wheel chairs, prosthetics, hearing aids and other such assistive devices to PWDs” Method of Selection: Quality and Cost Based Selection (QCBS)
2.2	The name of the assignment is: Hiring of a Consultant for the preparation of bidding document and draft form of contract (Short Consultancy) Financial Proposal to be submitted together with Technical Proposal in a separate sealed envelope.
2.3	A pre-proposal conference will not be held.
2.4	The TORs are provided in the Section 5 Description of services to facilitate the preparation of the Proposals
6.3.1	A list of debarred/blacklisted Consultants is available at PPRA’s website: www.ppra.punjab.gov.pk
B. Preparation of Proposals	
9.1	This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.

10.1	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p><u>TECHNICAL PROPOSAL</u></p> <p>a. Signed Cover letter b. Form-1 c. Form-2 d. Form-3 e. Form-4</p>
-------------	--

	<p>f. Form-5 g. Form-6</p> <p style="text-align: center;">AND</p> <p><u>FINANCIAL PROPOSAL:</u></p> <p>(1) Form-1 (2) Form-2</p>
10.2	Statement of Undertaking is required.
11.1	One Consultant one proposal, Multiple proposals are NOT permissible
12.1	Proposals must remain valid for 30 days .
13.1	<p>Clarifications may be requested no later than 3 days prior to the submission deadline. The contact information for requesting clarifications is:</p> <p>Mr. Muhammad Irfan Gondal Director (CRDP) Directorate General Social Welfare and Bait-ul-Maal 41 Empress Road, Lahore Ph. # 042-99201668</p>
14.1.1	Shortlisted Consultant shall NOT associate with other Shortlisted or Non-shortlisted Consultant(s) at RFP stage .
15.2	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

16.3	Consultant firm will pay all applicable taxes.
16.4	The Consultants will be paid in Pakistani Rupee (PKR) .
C. Submission, Opening and Evaluation	
17.1	The Consultants have the option of submitting their Proposals electronically .
17.4	The Consultant must submit:

	(a) Technical Proposal: one (1) original, and two (2) copies (b) Financial Proposal: one (1) original
17.7 and 17.9	The Proposals must be submitted no later than: Date: 10th October, 2024 Time: 1200 hours The Proposal submission address is: Mr. Muhammad Irfan Gondal Director (CRDP) Directorate General Social Welfare and Bait-ul-Maal 41 Empress Road, Lahore Ph. # 042-99201668
19.1	The opening shall take place at: Mr. Muhammad Irfan Gondal Director (CRDP) Directorate General Social Welfare and Bait-ul-Maal 41 Empress Road, Lahore Ph. # 042-99201668 Date: 10th October, 2024 Time: 1230 hours No online option of the opening of the Technical Proposals is offered.
19.2	The following information will be read aloud at the opening of the Technical Proposal: The names of Consultants, duly signed Proposal Submission Form-1, and presence/absence of duly sealed financial envelopes.

21.1	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:		
	Item	Description	Marks
	Certificate of registration applicable law along with renewal letter		Qualifying Criteria
	A certificate / affidavit that the consultant is not blacklisted by any Government / Autonomous Body		Qualifying Criteria
Copy of Registration with relevant Tax Department(s)		Qualifying Criteria	

Operational History	An operational history of at least 3 years is qualifying criteria = 1 mark and every year each above 3 years carry 1 mark.	10 Marks
Specific Experience (Projects / Assignments)	2 similar nature projects / assignments of the Firm completed in last 5-years	20 Marks Each project /assignment = 10 marks
Methodology & Work Plan	Adequacy of the proposed technical approach, methodology and work plan in responding to the ToRs	30 Marks (i) Methodology is clear and responds to ToRs (15 Marks) (ii) Work plan provided a detailed activity list (15 Marks)
Total points for the above criteria:		[100 points]
The minimum technical score (St) required to pass is:		<u>70</u>

22.1	No online option of the opening of the Financial Proposals is offered
-------------	---

24.1	Financial Proposal shall include all applicable taxes, which includes Income Tax and Sales Tax. The Client shall act as a withholding agent as required by Income Tax Ordinance, as enforced.
26.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% /weight, and P = 20% / weight</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
D. Award	
27.1	The publication of the contract award information will be published online: www.ppra.punjab.gov.pk
27.2	Expected date for the commencement of the Services: Next day after contract signing, following confirmation of Key Experts’.

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required (√)	FORM	DESCRIPTION	<i>Page Limit</i>
√	1	Technical Proposal Submission Cover letter.	
“√” If applicable	1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable	Power of Attorney	No pre-set format/form.	
√	2	Consultant’s Experience.	
√	3	Comments or Suggestions on the Terms of Reference (If Any).	
√	4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	5	Work Schedule and Planning for Deliverables	
√	6	Curriculum Vitae (CV)	

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

TECHNICAL PROPOSAL

(FORM -1)

PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Project Director, ADP Scheme Human Resource Development 2019-21,
Directorate of Training, Research and Production, Population Welfare Department,
65-II, Block H, Model Town, Lahore-Pakistan. Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for “**Provision of wheel chairs, prosthetics, hearing aids and other such assistive devices to PWDs**” in accordance with your Request for Proposals. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery.]*
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 27.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Signature {In full and initials}:

Name:

Address: _____

Contact information (phone and e-mail): _____

**TECHNICAL PROPOSAL
(FORM -2)**

COMMENTS AND SUGGESTIONS (IF ANY)

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

On the Terms of Reference

{Improvements to the Terms of Reference}

**TECHNICAL PROPOSAL
(FORM -3)**

ORGANIZATION AND EXPERIENCE

Form-3: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Subconsultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

Consultant’s Experience

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

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

**TECHNICAL PROPOSAL
(FORM -4)**

APPROACH, METHODOLOGY, AND WORK PLAN

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

{Suggested structure of your Technical Proposal:

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

**TECHNICAL PROPOSAL
(FORM -5)**

TIME SCHEDULE

N°	Deliverables ¹ (D-..)	Man Days / Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client }													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

TECHNICAL PROPOSAL (FORM -6)

TEAM COMPOSITION

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

N°	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Days / Months)		
		Position	D-1	D-2	D-3	D-...	Home	Field	Total				
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]						[Bar]		
			[Field]	[0.5 m]	[2.5]	[0]						[Bar]		
K-2												[Bar]		
												[Bar]		
												[Bar]		

	Total			
--	--------------	--	--	--

Section 3 – Technical Proposal – Forms

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work within the Client’s city. “Field” work means work carried out outside the Client’s city of residence.

 Full time input
 Part time input

TECHNICAL PROPOSAL (FORM -6 CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]	

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in Form-5 in which the Expert will be involved}	

Expert’s contact information : (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Procuring Agency/Government.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

Form-1 Financial Proposal Submission Form

Form-2 Summary of Costs

FORM F-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the sum of amount {Insert amount(s) in words and figures}. This amount is inclusive of the local taxes.

Our Financial Proposal shall be binding up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

Yours sincerely,

Signature

Name of Signatory:

Address: _____ E-mail:

FORM F-2 SUMMARY OF COSTS

Item	Cost	
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet }	
Total Cost of the Financial Proposal: {Should match the amount in Form F-1}		
Note: All prices will be inclusive of all applicable taxes.		

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

Section 5. Terms of Reference (TORs)

Title: **TORs FOR HIRING CONSULTANT FOR PREPARATION OF BID DOCUMENT, SAMPLE INSPECTION, AND AGREEMENT FINALIZATION FOR THE PROJECT NAMELY “PROVISION OF WHEEL CHAIRS, PROSTHETICS, HEARING AIDS, AND OTHER SUCH ASSISTIVE DEVICES TO PWDs.**

I. Background:

Government of the Punjab has included a scheme in the ADP 2024-25 under chief minister initiative and is reflected at G.Sr. No. 967 of the ADP. Project aims to distribute wheelchairs, hearing aids, prosthetics, and other assistive devices to persons with disabilities, who cannot afford these devices. To ensure a transparent and efficient procurement process, effective distribution and after sale services, a consultant is required to prepare the bid document, inspect samples, and finalize the agreement with pre-qualified vendors through framework contract.

II. Scope of Work:

1. Prepare a comprehensive bid document, including:
 - a. Technical specifications for assistive devices by using approved specification of WHO as a reference
 - b. Evaluation criteria for potential bidders
 - c. Terms and conditions for bidders
 - d. Timeline and milestones
2. Inspect samples of assistive devices from potential vendors to ensure compliance with technical specifications and quality standards.
3. Finalize the agreement with selected vendors, including:
 - a. Installation/fixing of equipment for the use of beneficiaries
 - b. After sale services for one year
 - c. Ensuring compliance with government regulations and project guidelines issued from time to time
 - d. Drafting and reviewing contract documents

III. Deliverables:

- a. Bid document (electronic and hard copy)
- b. Sample inspection report
- c. Finalized draft agreement with selected vendors (electronic and hard copy)
- d. A comprehensive report detailing the procurement process, including recommendations for future improvements

IV. Requirements:

i. Educational:

Master's degree in a relevant field such as:

- Disability Studies
- Special Education
- Public Health
- Social Work
- Sociology
- Procurement and Supply Chain Management

OR

Bachelor's degree in a relevant field or LLB with additional certifications and training/certification in:

- Assistive Technology
- Disability Inclusion
- Procurement and Contract Management
- Supply Chain Management

ii. Experience:

- At least 5 years of experience in:
 - Procurement and supply chain management
 - Disability inclusion and accessibility
 - Assistive technology and rehabilitation engineering
 - Project management and coordination
- Experience working with government-funded projects and familiarity with:
 - Government regulations and guidelines
 - Punjab Procurement Rules 2014
- Experience working with persons with disabilities and knowledge of:
 - Disability rights and inclusion
 - Assistive technology and devices
 - Accessibility standards and guidelines
- Experience in:
 - Bid document preparation and management in line with PPRA Rules 2014
 - Contract negotiation and management
 - Sample inspection of assistive devices and quality control
 - Stakeholder engagement and communication

V. Timeline:

- Preparation of bid document: 10 working days
- Sample inspection: 5 working days
- Finalization of agreement: 10 working days
- Total duration: 25 working days

VI. Evaluation Criteria for candidates:

- i. Technical expertise (30%)
- ii. Experience in procurement and contract management (25%)
 - iii. Knowledge of government regulations and project guidelines (20%)
 - iv. Communication and negotiation skills (15%)
 - v. Ability to meet deadlines and work independently (10%)

VII. Submission Requirements:

- i. CV and cover letter
- ii. Technical proposal outlining approach, methodology, and timeline
- iii. Financial proposal (daily rate and total cost)
- iv. Contact information for at least two professional references

VIII. Assessment methods:

- i. Interviews to assess communication and collaboration skills.
- ii. Portfolio review of previous projects or work samples to evaluate technical expertise and project management skills.
- iii. Case studies or scenarios to assess problem-solving and decision-making abilities.
- iv. Reference checks to verify experience and expertise.
- v. Practical demonstrations of device assessment, fitting, and customization skills.

B. Duration of Assignment

The assignments may be completed in **25 days**.

C. Estimated Cost

Rs.2.00 million inclusive.

D. Method of Payment

Lump-sum on completion of assignment as verified by Clients' Verification Committee.
