



THE URBAN UNIT

Urban Sector Planning & Management Services Unit (Pvt.) Ltd.

A Public Sector Company.

URBAN SECTOR PLANNING AND MANAGEMENT SERVICES UNIT (PVT.) LIMITED



REQUEST FOR PROPOSAL

CONSULTANCY SERVICES FOR ENGINEERING DESIGN OF ALUMINUM FRAMED FRONT GLASS AT P&D RECEPTION

(Note: Procurement is done by Urban Unit in line with PPRA Rules 2014)

RFP # UU/2016-17/



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DISCLAIMER

Urban Sector Planning and Management Services Unit (Pvt.) Ltd (The Urban Unit) has prepared this Request for Proposal (RFP) Document to provide information regarding the consultancy services of “**consultancy services for engineering design of aluminum framed front glass at P&D reception**”. Maximum efforts have been made to incorporate available information relevant to the assignment but however; this RFP Document does not claim to contain all the information related to this assignment. The Urban Unit does not make any representations or warranties, express or implied as to the adequacy, accuracy, completeness or reasonability of the information contained in this RFP Document. No decision should be based solely on the basis of the information provided in this RFP Document. The Urban Unit has no liability for any statements, opinions, information provided in this memorandum. The Urban Unit shall have no liability for any statements, opinions, information or matters (expressed or implied) arising out of, contained in or derived from, or for any omission in, this RFP Document. Furthermore, the Urban Unit will not be liable for any written or oral communication transmitted to third parties in relation to this RFP Document.



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SECTION 1: LETTER OF INVITATION

Subject: Letter of Invitation for Engagement of Consultants for consultancy services for engineering design of aluminum framed front glass at P&D reception

- 1- Urban Sector Planning and Management Services Unit (Pvt.) Ltd (hereinafter referred to as "Urban Unit" or "Client") advertised at PPRA's website and Company's on March 26, 2017 website for the "**consultancy services for engineering design of aluminum framed front glass at P&D reception.**"
- 2- This Request for Proposal (RFP) is being issued to all the prospective firms against the RFP issuance fee of Rs. 1,000/- (Non-Refundable).
- 3- The Consultant will be selected under Rules 45(3) of Punjab Procurement Rules 2014, **Quality and Cost Based Selection (QCBS)** and "**Single Stage Two Envelope Bidding Procedure**" described in this RFP, in accordance with the Punjab Procurements Rules 2014 and in line with the guidelines of Planning and Development Department, Government of Punjab.
- 4- It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation. **All pages of this RFP document must be stamped and signed by authorized personnel and submitted with technical proposal.**
- 5- Three sets of "**Technical Proposal**" and one of "**Financial Proposal**" on the prescribed forms given in the RFP, separately sealed, signed & stamped, must be delivered to the address given below by no later than **April 24, 2017 before 11:00am**. Technical Proposal will be opened on the same day at 11:30 am in the presence of the representatives of the firms who may wish to attend. Financial Proposal of only technically responsive Consultants will be opened.
- 6- The Evaluation Criteria is provided in Data Sheet (Section II). The Consultant hiring at least 65% marks or above will be invited to participate in opening of the Financial Bids. After the financial proposal opening, the combined evaluation of the Technical and Financial proposals will be carried out by weighting and adding the quality and cost scores. The weight for quality is eighty percent (80%) and twenty percent (20%) for cost component.
- 7- The Client may reject all proposals at any time prior to the acceptance of a proposal as per Punjab Procurement Rule 2014.

Chief Executive Officer

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SECTION 2: INSTRUCTIONS TO CONSULTANT

[Note: Instructions to Consultants shall not be modified, except in accordance with the provisions of PPRA Rules, 2014. Any necessary changes, acceptable to the Government of Punjab, or Client, to address specific issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)].

Definitions

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



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- (l) "Services" means the work to be performed by the Consultant pursuant to the Agreement.
- (m) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) "Sub-Consultant" means any person or entity with which the Consultant would sub-let any part of the Services.
- (o) "Terms of Reference" (TOR) means the document included in the RFP as Annex which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from the participated firms / companies, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 1.3 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement Award, without thereby incurring



any liability to the Consultants.

- Conflict of Interest**
- 1.6 The consultant is required to associate local consulting firm(s) to facilitate the transfer of technology to the locals and ensuring the application of technologies most suitable to this region.
- 1.7 Government of Punjab policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- Conflicting activities**
- 1.7.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
 - (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of, such
- Conflicting assignments**



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Conflicting relationships

assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab throughout the selection process and the execution of the Agreement.

1.7.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

1.7.3 No Company or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or its' Client confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his Technical Proposal.

Unfair Advantage

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



Fraud and Corruption

1.8 The Government of Punjab requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government of Punjab:

- b. Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - i. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a agreement;
 - ii. "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a agreement.
- c. will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
- d. will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab agreement; and
- e. will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.



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- 1.9 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab in accordance with the above paragraph. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.
- 1.10 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal **Submission Form (Section 4)**.
- Only one Proposal** 1.11 Bidders shall only submit one proposal per Package. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- Proposal Validity** 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Consultants** 1.13 In case a Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
2. **Clarification and Amendment of RFP Documents** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph. 2.2.



- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with any other shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- Technical Proposal Format and Content**
- 3.4 The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the



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description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- a. A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- b. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- c. A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which will show in the form of a bar chart the timing proposed for each activity.
- d. The list of the proposed Professional team by area of expertise, the position that would be assigned to each team member, and their tasks (Form TECH-5 of Section 3).
- e. Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- f. CVs of the Professional staff signed by the staff themselves or by the authorized representative of the



Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).

A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

- Financial Proposals**
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at agreement negotiations, and applicable amounts will be included in the Agreement.
- 3.8 Consultants should express the price of their services in Pakistani Rupees. Prices in other currencies should be converted to Pakistani Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and