



GOVERNMENT OF KHYBER PAKHTUNKHWA

FOREST DEPARTMENT

Request for Proposal

**Consultancy Services for
“3rd Party Audit / Study of Forest Development Corporation (FDC) Khyber
Pakhtunkhwa”**

**Director I&HRD, Chief Conservator Central Southern Forest Region-I Complex,
Shami Road, Peshawar Ph: 091-9212459, Fax-091-5243293**

Request for Proposal (RFP)

Dear Sir/Madam,

You are requested to submit technical & financial proposals for **3rd Party Audit / Study of Forest Development Corporation (FDC) Khyber Pakhtunkhwa** as per enclosed Terms of Reference (TORs). To enable you to submit proposal, attached are:

- i. Instructions to Consultant (Annex I)
- ii. General Conditions of Contract..... (Annex II)
- iii. Terms of Reference (TORs).....(Annex III)
- iv. Proposal Submission Form(Annex IV)
- v. Price Schedule(Annex V)

Your offer comprising of technical and financial proposal, in separate sealed envelopes, should reach the following address not later than 31st December, 2018 by 1000hrs at I&HRD Office.

For any additional information you want to obtain, write or visit the Director I&HRD Office, Peshawar or Call on Telephone No. 091-9212459. The Consultant endeavors to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Director

I&HRD, Shami Road, Peshawar
Khyber Pakhtunkhwa.

Instructions to Consultant

A. Introduction

- **General**

The purpose of RFP is to invite technical and financial proposals from reputed national Consultants having established expertise and experience in Third Party Audit/Study of similar nature public sector organizations. Besides, having expertise in Forestry, Economics, Institutional reforms/ management & organization as well as REDD+ and new emerging approaches.

- **Cost of proposal**

The Consultant shall bear all costs associated with the preparation and submission of the proposal, the Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation documents

- **Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. Failure to comply with these documents will be at the Consultant's risk and may affect the evaluation of the proposal.

- **Clarification of solicitation documents**

A prospective Consultant requiring any clarification of the solicitation documents may notify the procuring entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring entity will respond in writing to any request for clarification of the solicitation documents that it receives earlier than one week prior to the deadline for the submission of proposal. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to the prospective Consultant that has received the solicitation documents.

- **Amendments of solicitation documents**

At any time prior to the deadline for submission of proposals, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Consultant, modify the solicitation documents by amendment.

All prospective Consultants that have received the solicitation documents will be notified in writing of all amendments (if any) to the solicitation documents.

In order to afford prospective Consultants reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the deadline for the submission of proposals.

C. Preparation of Proposals

- **Language of the proposal**

The proposals prepared by the Consultant and all correspondence and documents relating to the proposal shall be written in the English language.

- **Documents comprising the proposal**

The Proposal shall comprise the following documents:

- (a) Proposal submission form;
- (b) Technical part of the proposal prepared in accordance with instructions in clause 8, including documentation to demonstrate that the Consultant meets all requirements;
- (c) Price proposal/schedule, completed in accordance with clauses 9;

- **Proposal form**

The Consultant shall structure the technical part of its Proposal as follows:

- (a) **Experience and standing**

This section should provide corporate orientation to include the Consultant's brief description of the past and present activities and projects completed and ongoing in the relevant field. It should focus on services related to the Proposal. Only those similar projects would be taken up for evaluation for which the client certifies the scope of services cost of the project and cost of consultancy services department or the Consultant thereof furnishes evidence.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring entity.

- (b) **Resource plan - personnel**

This section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this assignment. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

- (c) **Approach and proposed methodology**

This section should demonstrate the Offeror's responsiveness to the objectives of RFP, detail description of proposed methodology and work plan schedule to meet the specific components of the assignment, addressing the requirements, as specified, point by point in TORs; and providing a detailed description of the essential performance characteristics

proposed warranty; and demonstrating how the proposed methodology meets or exceeds the requirements and specifications.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules in a separated sealed envelope.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

- **Financial Proposal/Prices Schedule**

The Offeror shall indicate on an appropriate Price Schedule for the whole assignment, including personnel remuneration, price of services to render, management cost and printing and reporting costs (if any). Note that price proposal should be lump sum amount inclusive for all the services to be provided under the contract. Open ended price proposal shall be rejected. As mentioned in Annex V.

- **Proposal currencies**

All prices shall be quoted in PKR.

- **Period of validity of proposals**

Proposals shall remain valid for thirty (30) days after the date of Proposal submission prescribed by the procuring entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

D. Payment

1. Mode of Payment

Payments will be disperse in two installments

- First installment @ 25% will be released after submission and clearance of inception report by the Committee within two weeks of signing of contract.
- Second installment @ 75% will be released to the consultant shall be made only when the consulting services have been completed satisfactorily by submission of the required final report by the Consultant and duly certified by the competent authority/committee before the completion of the contract period.
- The successful Consultant has to provide bank performance guarantee of 50% of the total consultancy amount at the time of signing of the contract.

2. Terms of Payment

Selected Consultant will be entitled to payment by Chief Conservator of Forests Central Southern Forest Region-I, Peshawar against bill duly supported by the following documents:-

- Receipt/Report of Deliverables.
- Certificate to the effect that the billed amount has not been claimed or received earlier.
- Committee Certificate.
- Delivery Challan.
- Payment will be made through crossed Cheque in favor of selected firm/company after deduction of Taxes as per Government rules & regulations.
- In case the Consultant is exempted for tax deduction at source a certificate shall be provided.

3. Delivery Period

- The successful Consultant will be liable to execute and initiate the task/assignment within one week of award of work.

4. Call Deposit

- The earnest money @ 2% of the Proposal/Offer in the shape of call deposit from any scheduled bank in the name of Chief Conservator of Forests Central Southern Forest Region-I, Peshawar shall be accompanied with the Proposal documents.
- The earnest money of successful Consultant shall not be refunded and will automatically be converted in the security deposit.
- No Proposal/Offer will be entertained without earnest money.

5. Sales Tax and Other Government Duties

All taxes, duties, sales tax, service tax and other Government charges are the responsibility of the Consultant.

E. Submission of Proposals

- **Sealing and marking of proposals**

1. Proposal will be submitted as per two envelope system i.e. Technical and financial Proposals separately and sealed in an outer envelope, marked with

“RFP for Consultancy Services 3rd Party Audit / Study of Forest Development Corporation (FDC) Khyber Pakhtunkhwa”

And addressed to:

**Director I&HRD, Chief Conservator Forests Complex
Shami Road, Peshawar**

2. The technical proposal will be evaluated by the committee and the financial proposals of the short listed Consultant will be opened in the presence of authorized representatives of the Consultant which will be informed accordingly, at the Directorate of I&HRD, Peshawar.
3. Rates should be quoted in both words and figures in the financial proposal submitted accordingly as per (annex V).
4. Un-sealed technical and financial proposals will not be accepted.

F. Evaluation of Technical Proposal

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The financial proposal of the Consultant will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of

the technical proposals. The competent forum may however, decide to lower the qualifying marks to 60% if required in any particular case when the offerors with minimum score of 70% are not available.

In the Second Stage, the price proposals of all Offeror(s), who have attained minimum 70% score in the technical evaluation, will be opened and compared. The Offeror(s) scoring the highest on the technical and financial proposal combined offering the best value for money will be awarded the contract.

TECHNICAL EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Consultant / Other Entity				
				A	B	C	D	E
1.	Experience and standing of Consultant submitting Proposal	20%	20					
2.	Personnel	50%	50					
3.	Proposed Methodology and Work Plan	30%	30					
Total			100					

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. Minimum 40% marks in each category shall be mandatory for a Consultant to be qualified & considered for award of consultancy. A detail technical evaluation criterion is available in the guidelines for the selection of consultants issued by Finance Department Government of Khyber Pakhtunkhwa. In the combined final evaluation of technical and financial proposals, 80% weight shall be given to technical soundness of the firm and 20% weight shall be given to financial bids of the Consultant.

G.

Award of Contract

a) Award criteria, award of contract

The procuring entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Consultant however, will inform the affected Consultant(s) of the grounds for the procuring entity's action.

Prior to expiration of the period of proposal validity, the procuring entity will award the contract to the qualified Consultant whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

b) Procuring Entity/Purchaser's right to vary requirements at time of award

The Procuring Entity/ Purchaser reserves the right at the time of award of contract to vary the quantity of services specified in the RFP without any change in price or other terms and conditions.

c) Signing of the contract

Within one week of receipt of the contract the successful Consultant shall sign and date the contract and return it to the Procuring Entity.

General Conditions of Contract

1. LEGAL STATUS

The Consultant shall be considered as having the legal status of an independent contractor vis-à-vis the procuring entity. The Consultant's personnel shall not be considered in any respect as being the employees or agents of the procuring entity.

2. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 14 "Settlement of Disputes" below shall not be deemed a termination of this Contract. The procuring entity reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Consultant /Contractor, in which case procuring entity shall reimburse the Consultant/Contractor for all reasonable costs incurred by the Consultant /Contractor prior to receipt of the notice of termination.

In the event of any termination by procuring entity under this Article, no payment shall be due from procuring entity to the Consultant/Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Consultant /Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

Should the Consultant /Contractor fail to complete the work thereof within the specified period, the procuring entity reserves the right at his option either: -

- To recover from Consultant /Contractor the liquidated damages levied at the rate of 2% per month.
- To award the work to any other Consultant/Contractor without notice at the Contractor risk and cost.

If during the course of execution of the contract the Consultant /Contractor is black-listed by any Government Department /Body, the procuring entity may proceed with all or any of the actions detailed below: -

- To allow the Consultant/contractor to run its course till completion in accordance with the terms and conditions of the contract:
- To stop further work with or without financial repercussions:
- To cancel the contract with or without reservation of rights.

3. FORCE MAJURE

While terminating the contract for breach of contract or imposing liquidated damages, the Parties shall give due consideration to the circumstances leading to the breach of contract or delay on which you had no hold, examples of which are: -

- a) Act of enemy or God:
- b) Lockout, strikes:
- c) Restrictions imposed by the Government in the matter.
- d) Injunction granted by a lawful court restraining you from executing the contract unless such injunction was due to any alleged irregularity committed.

4. DEMURRAGE

Should any demurrage charge be incurred due to any of the reasons mentioned below the same shall be deducted from the Consultant/Contractor bills or recovered as a separate item (the decision of procuring entity, regarding fixation of responsibility in this connection shall be binding on Consultant/Contractor):-

- a) Owing to delay in forwarding/delivery of relevant documents etc.
- b) Due to reason not specified above but for which Consultant is responsible.

5. INSPECTION AND REJECTION

- a) The Evaluation Committee may reject a part or the whole of the work done Proposed for inspection, if after inspection, such portion thereof, as Committee may decide in its discretion, Committee is satisfied that the work done is below the requirements of the particulars governing the contract given in the RFP;
- b) The decision of the Evaluation/Inspection Committee shall be binding on Consultant /Contractor;
- c) If the items are rejected as aforesaid than without prejudice to the right of the procuring entity, the Consultant/Contractor may submit through proper documentations the items/portion of work in replacement of those rejected but resubmission will not mean extension of delivery/execution period;
- d) Upon final rejection the procuring entity shall have, the following rights: -
 - I. To re-award the rejected work at Consultant /Contractor cost and expense;
 - II. To terminate the contract and recover the losses from the Consultant thereby incurs.

6. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Consultant/Contractor shall be valid and enforceable against the procuring entity unless provided by an amendment to this Contract signed by the authorized official of the Parties.

7. OBSERVANCE OF THE LAW

The Consultant/Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms and conditions of this Contract in accordance with Laws of Government of Pakistan.

Terms of Reference

For Consultancy Services to “3rd Party Audit / Study of Forest Development Corporation (FDC) Khyber Pakhtunkhwa”

The TORs for conducting the third party audit/study of Forest Development Corporation (FDC) are as under:-

- I. To review / analyze the National /Provincial REDD+ Strategies and Action Plans to identify and evaluate forest harvesting potential and any possible impediments regarding timber harvesting from the designated forests of the province and in the backdrop of outcome review performance of the FDC to see its legitimacy in the current scenario.
- II. Comparative analysis of cost of timber conversion and transportation by FDC vis-à-vis JFMC old contract system. Forest Harvesting Societies.
- III. Chronological evaluation of the functions in the context of the per section-10 of FDC Ordinance, 1980.
- IV. The yearly expenditure and the revenue generated, since creation of the FDC till date.
- V. Overall cost benefit ratio analysis of the FDC (keeping in view the playing field handed to FDC since 1992).
- VI. To analyze and synthesize the findings and present to the committee with scientifically verifiable key findings of the study.
- VII. To submit final report to the committee within 03 months.
- VIII. To evaluate/analyze the fate/role of existing human resources in case of winding up of FDC and accompanying legal repercussion.
- IX. To consult Forestry Experts in Khyber Pakhtunkhwa & elsewhere to understand the role of REDD+ with respect to FDC.

1. Deliverables

The Consultant will be required to provide the Final Study Report at the end of the assignment. The language of the report will be English. Illustrations, if necessary, may be provided as part of the reports. The report shall have the following indicative Table of Contents:

- Introduction
- Study methodology
- Review of Record maintained, evidence and documents developed and updated regarding various FDC operations.
- The other Chapters of the report should be structured so as to cover each TOR in detail with concrete and pragmatic recommendations
- Conclusions and recommendations
- Appendices (photographs, and any other relevant supporting details).

2. Time Frame for completion:

The contract period will be from the signing date of the contract. Although the time period is not more than three months. Accordingly all activities to be under taken under this contract will have to be 100 % completed during this period under the overall guidance of competent authority.

3. Reporting:

Printed and bind copies of the study/report shall be submitted (20 hard & 1 soft copy) with all relevant appendices and enclosures to the procuring entity within the time frame given above. The Department will have proprietary rights over the deliverables of this assignment/study.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the solicitation documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of thirty (30) days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature
(In the capacity of)
Duly authorized to
sign Proposal for and
on behalf of

PRICE SCHEDULE

The Consultant Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D of page 6 of the Instruction to Consultant.

All prices/rates quoted must be inclusive of all taxes. The Price Schedule must provide a lump sum cost of all services offered under this contract. However, a cost breakdown can be provided for convenience of understanding, a sample of cost breakup is given below.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information in soft form.

Price Schedule:				
Request for Proposals for Services				
	Description of Activity/Item	Unit	Monthly Rate	Estimated Amount
1	Human resources remuneration			
2	Travel expenses			
3	Fuel costs			
4	Communications/postage			
5	Stakeholders Consultation Cost			
6	Reproduction and Reports Writing			
7	Misc/stationery			
8	Administrative costs, if any			
9	Taxes etc			
Total Estimated Cost of the Consultancy inclusive of all taxes (PKR)				