



PEOPLE'S HOUSING CELL

GOVERNMENT OF SINDH

M-1, Mezzanine Floor, Beaumont Plaza, Behind PIDC Building, Karachi
Phone Nos. 021/9204178-9, Fax No. 021/5680117

TECHNICAL/FINANCIAL PROPOSAL

FOR

PROVIDING CONSULTANCY SERVICES

TO PEOPLE'S HOUSING CELL

FOR

Launching integrated township schemes in the province of Sindh.

Services will include advising on development of integrated townships in view of the regulatory and financial environment, Topographical Survey, contouring, demarcation, preparation of concept plan, land-use plan, preparation of Request for Proposal (RFP) for prospective developers/ firms/ consortiums, develop selection criteria for developers/ firms/ consortiums, assist in evaluation of technical and financial proposals, evaluation of design of master plan for the schemes, preparation of agreements/contracts and other documents etc., close supervision and monitoring over construction work at sites, preparation and submission of monthly / quarterly progress and evaluation reports etc.



LETTER OF INVITATION

No.PHC/Dir (Tech) F-1/2008/

Karachi, October 2008

To,

1. Peoples Housing Cell, Government of Sindh is interested in appointing Consulting Firms/ Consortiums of firms to provide Consultancy Services for planning and launching integrated township schemes in the province of Sindh.
2. The services will include advice on development of integrated townships in view of the regulatory and financial environment, Topographical survey, contouring, demarcation, preparation of concept plan, land-use plan, preparation of Request for Proposal (RFP) for prospective developers/builders/firms/consortiums, advice on selection criteria for developers / builders / firms /consortium, evaluation of their technical and financial proposals, evaluation of design of master plan for the scheme(s), preparation of agreements/contracts and other documents etc., supervision and monitoring of construction work at sites, preparation and submission of monthly / quarterly progress reports and evaluation reports etc.
3. Work of consultancy services will commence from their activities on topographical and other surveys and advice on development of integrated township keeping in view the regulatory & financial environment up to its execution/ management /completion of construction work to be undertaken by the selected developers / builders / firms/ consortiums.

4. According to the scope of the project, integrated township approach will be adopted, where financially and technically sound Developers/firms/consortiums will be engaged who will design their own master plan of such scheme(s) where residential housing will be provided with commercial centre/complexes. Provision of recreation areas and amenities will also be ensured. Simultaneously, subsidized housing for low income people will also be provided by the selected developers in such townships/ scheme(s).
5. Low Cost Housing will be subsidized from the profit so generated and its execution will be carried out in accordance with the specification provided by PHC.
6. The executing agency for the project will be People's Housing Cell.
7. You are hereby invited to submit Technical & Financial Proposals in respect to provide consultancy services to People's Housing Cell for the above assignment, which would form the basis for future negotiations, ultimately leading to a contract agreement between your firm and the PHC.
8. You are at liberty to specify the locations in which you intend to participate, as the People's Housing Cell will launch such schemes around towns and Cities of the province of Sindh.
9. A consulting firm will be selected in accordance with the procedures and method of selection mentioned in the Evaluation Criteria appended in the Technical Proposal of the Consultancy Services for PHC.
10. To enable you to submit a proposal, PHC provides the following information:

Section I-	Information to Firm
Section II-	Technical Proposal (Terms of Reference, @ Annexure-I and Contract Conditions @ Annexure-II).
Section III-	Submission, Receipts & Opening of Proposals.
Section IV-	Proposal Evaluation
Section V-	Negotiation
Section VI-	Award of Contract
Section VII-	Confidentiality
Section VIII-	Self Evaluation of firm



Section IX-	Evaluation Criteria.
Section X-	Draft Contract Agreement for Consultancy Services.
Section XI-	Integrity Pact
Section XII-	Particulars of firm, Firm's profile, Technical Standing, Financial Standing, CV of key personnels and firm's specific experience in relevant field
Section XIII-	Financial Proposal

11. The proposal should reach the office of PHC Karachi, by _____ 2008. The same shall be opened by a Committee, to be constituted by PHC for this purpose in the presence of the participating firms and who cares to be present on the date and time fixed for this purpose.
12. In order to familiarize yourself with the project and to assess the scope of services to be provided by your firm, you may visit the office of People's Housing Cell. However, it should be clearly understood that any cost incurred by you for collection of preliminary information, preparation of the proposal or the subsequent negotiations will not be reimbursed to you.
13. In the event that you desire additional information, PHC would provide such information expeditiously if available, but any delay in providing such additional information will not be considered as a reason for extending submission date of your proposal.
14. Detailed Technical Proposal should be submitted (original in single copy) along with Financial Proposal (original and one copy) in separate sealed envelopes to reach the office of People's Housing Cell, M-1, Mezzanine Floor, Beaumont Plaza, Behind PIDC building, Karachi on or before 12th November 2008, at 11.0 am.
15. A proposal will be treated as non-responsive and will not be considered for evaluation, if any of the information requested in this Letter of Invitation is omitted or not complied with. No proposals will be accepted upon expiry of deadline date and time.
16. The time-frame for the consultancy contract will be decided on mutual negotiation.

Director (Tech)
Peoples Housing Cell, Karachi



PEOPLE'S HOUSING CELL
GOVERNMENT OF SINDH

SECTION-I

INFORMATION TO FIRMS

1.0 INTRODUCTION

- 1.1 People's Housing Cell (PHC) will select one or more Firm/Consortium among the top ranking Consultants selected on evaluation of submitted Technical Proposals for Consultancy Services.
- 1.2 Consulting Firms are invited to submit both "Technical Proposal" and "Financial Proposal" for Consultancy Services required by PHC for launching integrated township projects (as per TOR) in separate sealed envelopes. The Proposal will form the basis for future negotiations, ultimately leading to award of contract to the selected firm.
- 1.3 The assignment shall be implemented in accordance with the logical sequence of the work/consultancy services.
- 1.4 The Consulting Firm shall familiarize themselves with local conditions and take them into account in preparing the proposals. To obtain first hand information on the assignment and on local site conditions, Firm are encouraged to visit the office of PHC who will assist them in obtaining information needed.
- 1.5 The cost of preparing the proposals and negotiating the contract including any visit to the office of the PHC or site(s) are not reimbursable.
- 1.6 Consulting Firms or any of their affiliates shall not be hired for any planning or development assignments, which, by its nature, may be conflicting with another assignment of the firm.
- 1.7 The Consulting Firm shall observe the highest standard of ethics during the selection and execution of such contracts in pursuance of the policy where:
 - a- Corrupt practice means offering, giving, receiving or soliciting of any thing to influence the action of a public official in the selection process or in contract execution and fraudulent practice or misrepresentation of facts in order to influence selection process or the execution of contract to the detriment of the PHC, which includes collusive practices among firms (prior to or after submission of proposals) design to establish Prices at artificial, non-competitive levels and to deprive the executing agency of the benefits of free and open competition.

- b- PHC will reject proposal for award if it determines that the firm recommended for award has been engaged in corrupt or fraudulent activities in competing for the contract in question.
 - c- The firm will be declared ineligible either indefinitely or for stated period of time, if at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - d- PHC will reject proposal of award if extra ordinary high man-month rates, not compatible with the existing market rates, are quoted by the Consulting Firm.
 - e- PHC reserves the right to require that in the contract provision be included requiring Consulting Firm to permit the PHC to inspect their accounts and records relating to the performance of the contract.
 - f- The “ Integrity Pact” (have-has to be) signed by the Firm/Consortium at the time of submitting Technical / Financial Proposal for the invited Consultancy Services which will form part of the contract.
- 1.8 The Consulting Firm shall furnish information as required through Technical and Financial Proposal for the Project.
- 2.0 **DOCUMENTS COMPRISING THE PROPOSAL**
- 2.1 The Consulting Firms may request for clarifications of any documents at least 4 (four) days before proposal submission date. Any request for clarifications must be sent in writing by paper mail, cable, telex, facsimile to the PHC on the indicated address. The PHC will respond to all such firms who intend to submit proposals for Consultancy Services.
- 2.2 PHC may for any reason whatsoever at its own initiative or in response to the clarifications by the prospective firm may modify the documents by amendments at any time before the submission of proposals. The amendment will be sent in writing by paper mail, cable, telex facsimile to the firms and will be binding upon them. The PHC may at its own discretion extend the deadline for the submission of the Proposals.
- 2.3 PHC may for any reason whatsoever reserve the right to reject all the proposals at any stage of the selection process.



People's Housing Cell

**PEOPLE'S HOUSING CELL
GOVERNMENT OF SINDH**

SECTION-II

TERMS OF REFERENCES

THE TERMS OF REFERENCE CONSTITUTES THE FOLLOWING

- A TERM OF REFERENCE OF ASSIGNMENT- ANNEXURE-I

- B CONTRACT CONDITIONS- ANNEXURE-II



TERM OF REFERENCE OF ASSIGNMENT

1.0 INTRODUCTION

1.1 People's Housing Cell intend to appoint qualified / experienced and competent Town Planning/Architect/Engineering consultants/firms/consortiums (registered with PCATP/PEC) who will provide services to PHC, starting from carrying out topographical and other surveys, advice on development of integrated townships keeping in view the regulatory & financial environment up to its execution/management /completion of construction work to be undertaken by the selected developers / builders / firms/ consortiums. These schemes will be launched around the towns and cities of the province of Sindh.

1.2 Selected firms will also provide services to People's Housing Cell for developing criteria for selection of suitable land/sites for the proposed schemes; carrying out topographical survey, contouring, demarcation, preparation of concept plan, land-use plan, preparation of Request for Proposals (RFP) for developers/firms/consortiums, assist in evaluation of technical and financial proposals, develop criteria for selection of developers/builders/firms/consortiums, evaluation of designs for the scheme(s), preparation of agreements/contracts and other necessary relevant documents, supervision / monitoring over construction work at sites, preparation and submission of monthly / quarterly progress and evaluation reports etc.

1.3 Integrated township schemes will be launched around the towns and cities of the province of Sindh., where land at suitable locations are available with the Cell.

2.0 BACKGROUND OF THE PROJECT.

- Concept of integrated township will be implemented on the land located around towns and cities of the Sindh province.
- Modern residential housing units will be provided
- Commercial centre/complexes shall be developed in conformity with the relevant Town Planning and Building Regulations of the concerned authorities
- Provision of amenities such as Parks, School, and Hospitals etc. will be ensured.

- Developers/firms/consortiums having good reputation will be engaged in the above task, who will make their own master plan, invest money and generate capital cost and profits by selling the residential and commercial complexes/ malls to the general public with the approval of PHC-Government of Sindh.
- Profit generated from commercial properties will be used to subsidize low cost housing for poor
- A part of each project will be reserved and utilized for the purpose of providing subsidized housing to low income people.
- Low cost houses will be constructed as per the specification of PHC
- An agreed percentage of Low income group will be targeted in each schemes
- The Scheme will be launched from the current financial year 2008-2009

3.0 ACKNOWLEDGEMENT OF LETTER OF INTENT OF PROPOSAL

The Consulting firm should immediately after the receipt of this letter of invitation of proposal should confirm by Letter/ Fax to PHC the acknowledgment of receipt of this letter.

4-0 DEFINITIONS

4.1 As used throughout this contract, the following terms shall have the meaning set forth below:

4.2 "INTEGRATED TOWN SHIP" means comprehensive modern city with mixed residential housing, commercial complexes, malls, basic amenities, education institutions, health care and entertainment facilities.

4.3 "ADDENDUM/ADDENDA" means interpretation of and/or changes in the project documents issued to all prospective Consultants prior to receipt and understood to become an integral part of the proposal documents and the Contract documents wherever applicable.

4.4 "ASSOCIATE FIRM" means associate firm in the Joint Venture to help and assist the Principal Firm for execution of the study.

4.5 "CLIENT" means People's Housing Cell (PHC) located in Karachi, Pakistan and its duly authorized representatives.

4.6 "CONSULTANTS" means the individual /Joint Venture Firm or Corporation or Limited Company or his /their heirs, assignees, successors, who will execute the study under this contract duly registered by PCATP as Architects/Planners.

4.7 "CONTRACT AGREEMENT" means agreement to render services for the project as approved by PHC for the scope of works defined herein.

4.8 "CONSULTANCY FEE" means the fee charged by the firm for the services they will provide as per ToR

4.9 "DAYS" means consecutive calendar days otherwise specified.

4.10 "Chairman PHC" means the person designated for the position and authorized agent of PHC for the purpose of this contract and also means any authorized designated persons/officer for this purpose.

5- SCOPE OF WORK.

As defined in the Terms of Reference of Consultancy Services.

6. COMMENCEMENT AND COMPLETION OF WORK

The Consultants shall start its activities under this Contract within ten (10) Calendar days after the signing of the Contract as specified in T.O.R. However, the period of completion of each project will be determined after approval of the master plan of each scheme.

7- DETAILS of WORK

The following project documents will define the scope and type of work and other information, which will help, the prospective consultants in deciding whether to submit the proposal or not .

- 1- Terms of Reference of Assignment (Annex-I).
- 2- Contract Agreement (Draft). (Annex-II).

The particulars of the project given in the above documents are only provisional and must be considered as advance information for Consultants before submitting prices for the Proposal.

8- ELIGIBLE CONSULTANTS

The Consulting firms registered with Pakistan Engineering Council (PEC) and Pakistan Council of Architects & Town Planners (PCATP) with strong & sufficient experience of the type and magnitude of work specified in the T.O.R shall only be eligible to participate for the job.

9- CONSULTANTS MAY VISIT PHC

The Consultants as well as their Associates are suggested to satisfy themselves with the local conditions and the scope of work and may visit PHC to apprise themselves with the conditions of work and get further information, if required. Thus for this purpose the Consultants and their representatives may visit the office of People's Housing Cell, M-1, Mezzanine Floor, Beaumont Plaza, Behind PIDC Building, Karachi.

10- LOCAL LAWS, RULES & REGULATIONS

The Consultants should apprise themselves with the local laws, rules and regulations, which are relevant to the proposed consultancy, contract particularly the contract Act etc.

11- PREPARATION OF PROPOSAL

Consultants should prepare detailed Technical and Financial Proposals for undertaking the full scope of work and delivery of services described in the Terms of Reference. The required information should be given according to the following:

A- The Consultant shall furnish complete information as required against each head of item. All statements should be complete and copies of certificates should be enclosed wherever required. Incomplete or nil information against any item may render the proposal liable to be rejected and shall be treated as Non-responsive.

B- All information should be entered in ink or typed in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this condition may disqualify the proposal.

C- The consultants should give position and status of their organizations along with Certificate of Registration and Memorandum and Article of the firm showing the year when established, organizational set-up and registered office address etc.

D- Positive answers should be given to all questions. Incomplete or confusing replies may make the Proposal liable for rejection.

E- Erasing and other changes on the original Proposal forms are not permitted and deletions/ corrections should be noted over and initialed by the authorized Representatives signing the Proposal Forms.

12- GENERAL PERFORMANCE DATA

A- A Prospective Consultant must have extensive experience of similar projects. The consultants will not be considered qualified unless they possess good reputation, ability, experience, qualified personal, related facilities to be available for this work sufficient in the judgment of PHC to satisfactorily execute the contract and meet all obligations therein incurred.

B- Detailed financial statements for the last two years certified by registered auditors shall be attached. The percentage of foreign equity of the individual company or corporation or the Joint Venture should be given in their financial statements.

C- Detailed dossier of key personnel available with the firm including planning, Architectural, Engineering, Finance and other supervisory staff etc, should be attached.

D- Detailed experience for the last ten years must be attached. The experience other than the current contracts shall be given separately, while giving details of the work done in the Islamic Republic of Pakistan should be given first, then work done in other countries.



- E- List of current contracts on similar format shall be given separately.
- F- A certificate on format with a letter of reference from the consultant's Bank shall be attached.

13- WORKING ARRANGEMENT PROPOSED

- A- Details of arrangement should be given about Principal Firm and Associate firm if any, involved in the Joint Venture/Consortium proposed along with sufficient documentary proof.
- B- The consultants shall enclose details of working arrangement for doing the job along with distribution of work among associated firms.
- C- The Consultants shall give details of full time technical staff to be employed on the job along with man-months proposed for each.
- D- The Consultants shall give particulars of specialized equipment or material to be employed on the job including transport etc.
- E- The Consultants shall give name of the personnel and office address at Karachi with telephone number etc. to be contacted in connection with this assignment.
- F- The Consultants shall quote the constancy fee under its Financial Proposal.

14. INFORMATION REQUIRED:

The consultant shall furnish all information required under each head. Incomplete or nil information may render the proposal able to be rejected. Statements must be completed with all details and all signatures and other documents must be properly executed.

15- EXAMINATION OF PROJECT DOCUMENTS

The consultant shall examine all Project Documents and shall certify that they have received and read all the Documents. Thus it shall be the responsibility of the Consultant to request the PHC for copies of any listed document that are missing and failure to do so will be at the Consultant risk.

16- CERTIFICATE OF REGISTRATION:

Local (Pakistani) consultants shall submit attested copy of the Certificate of Registration in duplicate. The original Certificate of Registration shall be produced whenever called for and will be returned. In case of unregistered partnership firms, special Power of Attorney signed by all other partners authorizing one partner duly attested by a Magistrate on stamp Paper shall be enclosed.

Corporation or limited Company shall indicate their Registration number and name of personnel and his designation who is authorized to sign documents on behalf of Corporation or limited Company. In the absence of above documents the PHC reserves the right to reject the Proposal.

17- FEE/CONSULTANCY CHARGES:

The consultants shall base their fee/ Consultancy charges exclusively on the basis of Terms of Reference of Assignment (Annexure-I). The fee/charges shall be deemed to cover all obligations set out in the Project Document, including all necessary professional, technical, administration and supporting staff with logistics such as transportation, office space and equipment etc and all matters and things necessary for execution of the proposed Contract Agreement (Annexure-II) including all incidental items, i.e. surveys, preparation of drawings, charts, testing, computer services, vehicles and reproduction facilities etc. The consultants shall quote for full assignment and the fee/ consultancy charges offered shall be complete in all respect and shall be firm and final except as negotiated /modified at the time of award of work and or for the change in scope in terms of Reference for Consultancy Services.

18- CURRENCY OF PROPOSAL:

The Consultants while submitting Financial proposal shall indicate that the consultancy fee to be charged in terms of Pakistani Rupees.

19- LEVY OF TAXES AND DUTIES:

The firms and their persons will not be tax-free and the prevailing rules and regulations of the country for levy of taxes etc, will apply. However, more information in this regard may be obtained from Director, Land Customs, and Income Tax Department, Government of Pakistan and any other agencies.

20- WORKS SCHEDULE:

Consultants are required to submit Work Schedule for detailed scrutiny along with the Proposal. This will form part of the agreement and failure to comply with the work Schedule shall tantamount to be default of proposal documents. However, this Schedule can be modified by mutual agreement.

21- SIGNATURE ON PROPOSAL:

The proposal must include full name and business address of the Consultants and must be duly signed by authorized persons whose titles shall be stated in the proper spaces provided for this purpose in the proposal forms. The name of each person signing shall be given and the proposal shall be signed with the partnership name by an active Partner and in such case a certification authorizing to submit proposal and execute the contract on behalf of all partners duly attested by Magistrate on stamp paper should be enclosed. If the Consultant is a corporation, the name of corporation and the name of titles of all officers of the Corporation shall be given. The company seal shall be affixed to the signature on the proposal and satisfactory evidence shall be furnished with the Proposal of the authority of the person signing on behalf of the corporation.

22- PERSONS OF THE CONSULTANTS TO BE CONTACTED.

Intending firms should give the name, position and address and telephone number of the person or persons who may be contacted for further details required in respect of Technical and Financial Proposals.

23- INTERPRETATION OF DOCUMENTS:

A- CLARIFICATION:

Intending firms should immediately notify prior to delivery of his proposal to PHC, Karachi for following:

- 1-
- 2- Doubt as to the true meaning of any part of the proposal Document.
- 3- Apparent conflict between any of the parts proposal Document.

The above proposals should include all enclosures and supporting documents.

24- SUBMISSION OF PROPOSAL:

24.1 The proposal shall be submitted on the proposal Document forms (original) along with one additional copy placed in separate sealed envelope marked as "Technical Proposal" and "Financial Proposal" for providing consultancy services as per Terms of Reference.

24.2 The proposal should be submitted either through Registered Post, with acknowledgment due or to be delivered in the office of PHC, located at Beaumont Plaza , M-1, Mezzanine Floor, Behind PIDC House , Karachi, before the schedule date and time.

24.3 If the envelope is not sealed and marked as instructed, no responsibility will be accepted for any misplacement of the Proposal Documents. Only sealed proposal will be considered and un-sealed proposal is not eligible for participation.

24.4 Proposal with charges payable will not be accepted, nor any arrangement will be made to collect Proposal from any delivery point than that specified above.

24.5 Interested Consulting firms shall bear all expenses incurred in the preparation and delivery of the proposal. No claim will be entertained for payment of such expenses.

24.6 It shall be the Consultant's responsibility to determine the manner by which timely delivery of proposal will be accomplished either in person or by messenger or by mail.

24.7 Where delivery of Proposal is by mail and the Consultant to receive an acknowledgement of receipt of the Proposal, he shall make a request for such acknowledgement in a separate letter attached to the Proposal envelope on parcel but not included in the sealed package.

24.8 Upon request acknowledgement of receipt of proposal will be provided to those making delivery in person or by messenger.

24.9 Delay in mail, delay of person in transit, or delivery of Proposal to the wrong office shall not be accepted as an excuse for failure to deliver the Proposal in time.

Note: **The Proposal Envelope must bear the name of the Consulting firms/consortium.**

No telegraphic or telex submittal of proposal nor telegraphic or telex modification of proposal shall be considered.

25- WITHDRAWAL OF PROPOSAL:

Consulting firms may withdraw their proposal by written notice to the office designed for receipt of Proposal provided that withdrawal is received prior to the dead line hour and the date specified for receipt of proposal.

26- DISQUALIFICATION OF CONSULTANT:

A- CAUSE FOR AUTOMATIC DISQUALIFICATION:

The following circumstance will result in automatic disqualification of Consultant. The decision of PHC will be final.

Failure to submit the proposal before the designated closing date and time for the receipt of proposal.

B- CAUSE FOR DISQUALIFICATION AT PHC DISCRETION:

Any of the following circumstances may result in disqualification if PHC decides that sufficient reason for disqualification has been caused, and the decision of PHC will be final.

- i- Failure to complete in a satisfactory way all the requirements of the Proposal Documents.
- ii- Failure to sign the Proposal Forms by authorized representatives of the Firms.
- iii- Erasures on the Proposal Forms which have not been properly initialed and or overwriting of any word or figure in the Proposal.
- iv- Attachment to or inclusion in the proposal of any qualifying conditions not authorized by the PHC.
- v- If any Associated Firm is involved in other joint ventures with other Consultants for the same assignment.
- vi- If Consultants are not validly registered with the Pakistan Engineering Council or Pakistan Council of Architect & Town Planners.

27- EVALUATION OF PROPOSALS

A- The information submitted in the Proposal Forms will be used in determining according to the sole judgment and discretion of evaluators, the eligibility and competence of the prospective Consultants. In consideration of being permitted to submit his proposal the Consultant will waive any claim against PHC that might arise with respect to the decision of PHC with regard to the proposal.

B- It must be clearly understood that if discrepancies are found in the information submitted, the same will be considered unsatisfactory and the proposal will be deferred. The PHC will not enter into lengthy correspondence with Consultants relating to proposal except to seek clarification wherever necessary.

C- The decision of PHC to accept or reject the Proposal will be final and without any reason & reference.

D- PHC reserves the right to waive minor irregularities in any proposal or reject any one or all the proposal for any reason thereof if it is considered to be in the interest of PHC and is without any financial implication. Moreover PHC will not be bound to accept any of the proposals. The PHC reserves the right to require additional proof as to the qualifications of a Consultant to execute the assignment and suitability of expertise offered for use on the assignment.

28- FURTHER INFORMATION, IF REQUIRED:

The Consultants may also be required to submit further information on financial position and other information etc. if necessary, during negotiations for the contract. All correspondence will be addressed to principal firm.

PHC will be at liberty to make reference to any Government, Semi-Government agency, authority, corporation, public, official, consultant, planner, engineer, architect, surveyor, banker, manufacturer, supplier etc, for further information to verify the particulars of the proposal.

29- SELECTION PROCEDURE:

Selection Procedure for consulting firms shall be strictly according to the following:-

- A- After receiving all the Technical and Financial Proposals (in separate envelopes) on due date and time, the technical proposals shall be opened in the presence of contenders or their representative and will be listed. No Financial Proposal shall be opened.
- B- The Technical proposals shall be evaluated on the basis of the information supplied by the consultants, as per "Evaluation Criteria" by an Evaluation Committee.
- C- The Financial proposals of top ranking consultants shall be opened in the presence of them or their representative, if present. The place and time for opening of Financial proposals shall be intimated to the consultants whose proposals are to be opened.
- D- The top ranking consulting firm will first be invited to finalize the contract. If agreement is not reached, the negotiations will be terminated and the consulting Firm will be intimated accordingly. A similar process of award of work then follow with the second consulting firm and failing accord with the second, the third firm will be called for negotiation.



E- The Financial Proposals of the Firm who are not qualified shall not be opened and returned to them.

30- NEGOTIATIONS FOR CONTRACT:

Negotiation regarding awarding of Consultancy shall be done.

31- ACKNOWLEDGEMENT OF CONTRACT:

The Consultant whose offer is accepted shall promptly be informed through a letter of intent which shall be deemed to be the agreement for this contract till such time as actual Contract Agreement is signed. Within 30 days of issue of this letter of intent the Consultants shall provide a non-Judicial stamp paper of appropriate value for execution of agreement failing which the agreement shall stand null and void. The Consultant shall acknowledge receipt of the letter of intent and thereafter, they shall promptly arrange to sign the Contract Agreement with PHC. No payment of any amount will be made to the Consultants until the Contract has been signed by both the parties. If the contract agreement be lost or destroyed the Consultants shall immediately notify the PHC who will issue a substitute form for signatures.

32- DOCUMENTS NOT TO BE RETURNED

The proposal Documents submitted by prospective consulting firms in connection with the proposal will be treated as confidential and will not be returned.

33- CONSULTANTS OFFICE.

Immediately after signing the Contract Agreement and receipt of letter of Award the successful consulting firm(s) will be required to establish full-fledged office fully equipped with men and supporting facilities. All work relating to the consultancy and study both by local and expatriate Consultants (if any) e.g. survey, investigation, analysis, graphics and report writing etc. shall be done accordingly. The consultants will allow access to the staff and Officials of PHC for examination and review of work at all times during the currency of the project.

34- CONSULTANT'S STAFF:

The Consultants shall employ and detail qualified and competent staff to carry out the study and shall be responsible for complying with the orders and instructions given by PHC from time to time. The Consultant's senior staff will be available during office hours for discussion and review during the currency of the Project.

35- DEALING OF CONSULTANT'S STAFF AND LANGUAGE:

The Consultancy Contract will be interpreted in accordance with the law of Islamic Republic of Pakistan. The language of the Contract will be English and the Consultant's senior staff shall speak, read and write English language fluently.

36. EMPLOYMENT OF STAFF BY CONSULTANTS:

The Consultants will observe the following regulations:

- A- In respect of staff employed either directly or indirectly in connection with the performance of the contract the Consultants shall pay rates/wages and observe hours and conditions of Labour not less favorable than the general level of wages, hours and conditions observed by other similar organization.
- B- The consultants shall recognize the freedom of all their workmen and they all may be members of Labour Union.
- C- The Consultants shall keep proper wage Book and time sheet showing wages paid and time worked by staff and about execution of the Contract and shall be bound wherever required to produce such wage book and time sheet for the inspection of any person authorized by the Directorate of Labor Government of Sindh.
- D- The Consultants shall be responsible for the observance of the aforesaid conditions
- E- No Labour below the age of 16 years shall be employed on the work.
- F- The Consultants shall submit at the request of the Labour Department, such returns as may be called for, from time to time, in respect of Labour employed by them on execution of the Contract.
- G- All persons employed on the work shall be competent to perform the assignment, and in case of skilled trade they shall qualify to the particular skill. The Consultants shall discharge from the work any person found incompetent to perform the work assigned work.
- H- The PHC shall have full powers at all time to object to the employment of any person on the work and if the Consultants are served notice in writing, giving reason for, asking the removal of any such man from the work, the Consultants shall comply with the order forthwith and will discharge the person from the work. The consultants shall comply with and will discharge the person immediately and the same person shall not be re-employed without permission of PHC.

Non-compliance to this provision will give PHC the right to suspend the work or withhold money due to the Consultants, or both, until the person objected is removed. In case of disagreement the Consultants has the right to represent his case to the Chairman PHC, whose decision shall be final.

37. CONSULTANT'S COSTS FOR MOBILIZATION AND TEMPORARY WORKS.

No additional payment shall be made to the Consultants for mobilization i.e. traveling for arrival, transportation, light, power, equipment, furniture, office building, sanitary conveniences, disposal work, water supply, fire protection, guard trestles, telephone system and other temporary structure, plant and material, health protection, watchman or guards, or any other service, things or material unless any such item is specifically provided in the proposal documents. The cost of all such services, facilities, things or materials necessary or required to execute the work in accordance with the provisions of the Contract shall be considered to have been included in the price stipulated for the proposal.

38- TRANSPORT:

The Consultants are to make their own arrangement wherever necessary for transport of men, equipment and machinery to the site for survey and investigation etc. if required. The transport facilities and conduct all hauling operations in accordance with the local regulations.

39- SUB-CONSULTANTS:

A. The Consultants may not assign or sublet the contract to another after award of work. They may form an association with other firm to participate in the project.

B. Before entering into any sub-contract for services the consultants shall submit names and address of such-consultants to PHC for approval. The Consultants will remain fully responsible for all work called for under this Contract whether or not the said work is sub-contracted. The consultants shall fully inform their sub-consultants of the terms and scope of this contract and shall make available to them all contract Documents affecting their work. PHC will not communicate directly with any sub-Consultants nor make any direct payment to sub-consultants. All communications will be between owner and principal consultant.

40- INTERFERENCE :

All operations necessary for conducting any survey and investigations and other work are to be carried out so as not to interfere unnecessarily or improperly with the public convenience e.g. use and occupation of public or private roads and Foot-Paths and/or properties whether in possession of PHC or other persons, and the Consultants shall save harmless and indemnify PHC in respect of all claims, actions or suits arising out of or in relation to any such matters.

41- INDEMNITY :

PHC shall not be liable for or in respect of any damage or compensation in consequence of any accident or injury to any staff/ workman or other persons whether in the employment of the Consultants or not and the Consultants shall indemnify and keep indemnify PHC against all such damages or compensation and against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever in relation thereto.

42- OBSERVANCE OF LOCAL LAWS AND ORDINANCE :

The Consultants shall observe and comply with all Federal Government, Provincial Government and Municipal Law, Ordinances and rules and regulations which may in any manner effect those engaged or employed on the work to be done or to which may in any respect Government control or other wise effect to conduct of such work or any part thereof and they shall protect and indemnify PHC against any claim or liability arising from or based on violation of any such Laws, Ordinances and rules and regulations etc. whether by themselves or other sub-consultants or any of their employees or agents.

43- VARIATION ORDER:

Work required by to be done by the consultants and involving changes or variations from the original work shall be made a formal part of the Contract Agreement by means of variation order. Each variation order shall be approved by the PHC and accepted by the consultants after which it shall become an integral part of the contract document and shall include adequate identification of the contract, brief description of the changes statement of the price change (if any) , extension of completion time (if any) and all attachments needed to fully explain nature of the variation and not involving cumulative change in the total contract price.

44- LAWS GOVERNING CONTRACT:**A- JURISDICTION OF LOCAL COURTS:**

The Contract Agreement shall be governed and construed according to the Laws in force of Pakistan at the time of signing of the Contract Agreement, and the Pakistani Courts shall have exclusive Jurisdiction to hear / determine all action and proceeding arising out of the Contract, and the Consultants will submit to jurisdiction of the Pakistani Courts for the purpose of any such actions and proceedings.

B- CHANGES BY CONSULTANTS:

All changes in scope of work proposed by the Consultants shall be submitted for approval to PHC before commencing. Such submittals shall be in writing and substantiated by drawing and all other data including all reports, if required. Changes proposed by the Consultants will be allowed only after receipts of the chairman's written approval in the form of variation order.

45- WORK SCHEDULE & WORK PROGRESS:**A- WORK PLAN**

- a- Immediately upon award of the contract the Consultants shall prepare Work Schedule for the approval of PHC.
- b- The Consultants shall furnish to PHC a Work Plan including detailed information in narrative form and with bar diagrams as applicable to contract.

B- PROGRESS

On or about the first working day of every month, the Consultants shall furnish progress report with following information, and based on monthly reports the consultant will also furnish the quarterly report/evaluation report etc:

- a) Targets fixed for work
- b) Progress of activity on times achieved since the last report with narration and charts.

- c) Total progress achieved in percentage.
- d) Change in work Plan, if any.
- e) Reasons of delay, if any.

46- WORK REVIEW MEETINGS:

Work review meetings will be held from time to time during the currency of the work. The meetings will be attended by seniors of the consultants and PHC. The senior staff of the Consultants shall always be available to present the work for review and the orders and instructions given in the meetings shall be fully complied with and the same be incorporated in the work.

47- METHOD OF PAYMENT:

A- The Consultants shall submit the bill to PHC as per agreed payment schedule. The Payment details shall be provided on standard payment forms (at least six copies). Each copy shall be signed by the Consultant's authorized representative. (Project Manager of the Consultants).

B- Upon receiving the Consultant's Payment form, the concerned Department of PHC, will make necessary adjustments and certify approval of payment of the installment due.

C- The payment will be made to the Consultants by the Finance section of PHC. Payment Form properly submitted will be paid within thirty (30) days after the date of submission.

48- EXCESS PAYMENTS:

Any excess payment made to the Consultants inadvertently or otherwise under this contract or any other account whatsoever and other sum found to be due to the consultants by the owner in respect of this contract or any other contract or/ any account whatsoever may be deducted from any sum whatsoever payable by PHC to the Consultants either in respect of this contract or any work order or contract or any other account by any other department of Government and the Consultants will refund the amount.

49- LIQUIDATED DAMAGE AND DEFAULT:

A- LIQUIDATED DAMAGE:

The Consultants will be expected to adhere to the Proposed Schedule agreed under this contract Agreement and in case of any delay except as specified below, shall be liable to pay one-half of one percent (1/2%) or such smaller percentage of the contract Price as PHC may decide per week of delay after the schedule completion date of with maximum up to ten percent (10%). This sum is liquidated damage for delay and not a penalty and will be deducted by PHC from any sum forever payable to the Consultant by PHC. The deduction of such damage will not relieve the Consultants from their obligation to complete the assignment under the contract.



B- DEFAULT OF CONTRACT:

- I- The PHC may at any time serve written notice upon the Consultants for default of Contract and intention to terminate the contract in ten (10) days or more as decided by PHC from the date of the written notice, for any one or combination of the following reasons:
 - i- If the Consultants fail in PHC's opinion to show adequate progress on the assignment in proportion to the elapsed part of the contract time.
 - ii- If the Consultants disregard laws, ordinances or the authority of the Chairman PHC or if they otherwise violate any provisions of the contract Document.
 - iii- If the Consultants become liable for payment of liquidated damage in maximum amount up to ten percent (10%) of the total contract price.
 - iv- If the Consultants fail to complete the assignment within the time specified or any extension thereof. The Owner without prejudice of other rights of PHC resulting from breach of the conditions of contract agreement may be given written notice to terminate the right of the Consultants to proceed with any or all of the remaining part of the assignment.

II- ACTION IN CASE OF DEFAULT NOT REMOVED.

Notice of default of the contract Agreement shall contain reasons for the PHC's intention to terminate the contract unless the Consultants within ten (10) days or more time as allowed by PHC after serving such notice of default shall mention all violations and make arrangements satisfactory for correction of all reason under which he is in default of the contract. The PHC shall have powers to adopt the following course as may deem suited to the best interest of PHC.

To rescind the contract of which rescission notice in writing to the consultants under the hand of chairman PHC shall be conclusive evidence.

C- CIRCUMSTANCE BEYOND CONSULTANT'S CONTROL FORCE MAJEURE:

The Consultants shall not be charged with the liquidated damage when failure of the consultants in completing the assignment was due to any event which interfered with performance of work and which was beyond the imagination of the consultants and could not have been foreseen, prevented or avoided by the prudent Consultants. These include, but are not restricted to, acts of God, acts of public enemy, roites, curfew, fires, storms, floods, and epidemics, strikes, freight embargoes and unusual severe weather.

(D) RIGHTS OF PHC:

The rights and remedies of PHC provided in this regard shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract.

50- EXTENSION OF TIME FOR COMPLETION OF ASSIGNMENT:

In all cases where the Consultants have been unavoidably hindered, reasonable extension of time for completion of the assignment will be granted only by PHC. An extension of time may also be granted by PHC because of change in the scope of work.

51- NOTICE OF DELAY:

If the Consultants encounter delay in performance which may be excusable under force, they shall, as a condition precedence to, being relieved from liabilities for actual damages, liquidated damage and excess costs, the consultants will notify PHC in writing of the cause of and such delay within 30 days from the beginning of the delay or within such further period as the PHC may allow. Such notice shall be given by the consultants regardless of whether the delay is encountered by the Consultant or the sub-contractors. As soon as practicable after receipt of the consultants notice of delay and PHC will ascertain the facts and the extent of delay and will extend the time for performance when in PHC's judgments the facts justify such an extension. The findings thereon shall be conclusive subject only to the Consultants right of appeal under the arbitration provisions of the contract Agreement.

52- TERMINATION OF CONTRACT FOR CONVENIENCE OF PHC

The PHC may terminate this Contract Agreements at any time upon one month's written notice to the Consultants.

53- SUSPENSION OR TERMINATION OF SERVICES BY THE PHC:

PHC may at any time suspend or terminate, in whole or in part, the performance of services to be supplied by the Consultants whenever PHC determines that such action is in the best interest of PHC. Such right of suspension or termination shall not be construed as denying the Consultants the actual, reasonable and necessary expenses resulting from such suspension or termination of the work. In case of disagreement as to the amount of such expenses, the issue shall be subject to arbitration.

54- ARBITRATION:

If any dispute arises between the Consultant and the client in connection with this contract, the parties shall attempt in good faith to settle the same by negotiation. If dispute is not settled by negotiation, it shall be submitted to arbitration in accordance with the following;

A- PROCEDURE:

The demand for arbitration shall be in writing and shall be served on the other party and shall be specify the arbitrator chosen by the party making the demand. Within thirty (30) days after receipt of the demand, the other party shall appoint an arbitrator by the written notice served on the party making the demand. The two members of the Arbitration Committee thus appointed shall agree upon a third member to act the Chairman. If agreement on the third member can not be reached within fifteen (15) days from the date of the appointment of the second arbitrator, the case will be referred to the Civil Court having jurisdiction for the appointment of the third member to act as Chairman. If the other party fails to appoint as arbitrator within 30 days of the demand then the case will be referred to the civil court having jurisdiction for appointment of second arbitrator and Chairman by the Party making the demand. Arbitration shall be conducted in Pakistan in accordance with the Laws of Pakistan. The award of the Arbitration Committee shall be final and binding on all parties.

B- REMUNERATION OF ARBITRATORS:

Arbitrators shall be remunerated for their services at reasonable rates, as quoted by each arbitrator in accordance with the laws of Pakistan.

Each party shall be responsible for payment of fees to the arbitrator appointed by it. The fees of the Chairman shall be paid one-half by each party. Other costs shall be shared by the parties as may be determined by the arbitration Committee.

55- TAXES:

The Consultants and their other staff shall be subject to and required to pay all taxes, assessments of whatever nature levied or assessed by the Government of Pakistan or other Local Bodies or Corporation whether collected in cash, by stamps or by other means and whether called contract tax, corporate tax, Capital Tax, remittance Tax, Levies, Licenses or otherwise applying to payment made under the contract to the Consultants or to any profit derived by the Consultants as a result of the Contract.

56- INCOME TAX:

A deduction of Income Tax at the prevailing rates shall be made from the gross amount of each bill.

57- WARRANTY AGAINST BENEFIT:

The Consultants warrant that they have not given or promised to give any money or gift to any official or employees of PHC or any Government Instrumentality or employee thereof with the intent or objective of securing the Contract.

Any violation of this warranty shall be sufficient grounds for cancellation or revocation of the contract Agreement without any claim against the Owner.

58- OUTPUT:

A comprehensive report including drawings and other relevant information on the possible alternative solution is expected.

59- SUBMITTAL OF REPORTS:

All correspondence and submittal of reports shall be in English language.

Each copy of report shall be identified as having received for approval of PHC being so signed, stamped and dated. If a submittal is returned for correction the Consultants shall submit corrected document in the same quantity as originally submitted except as otherwise directed, within 15 calendar days after receipt by them of the disapproved document.



60- DEFECTIVE AND UNAUTHORIZED WORK:

All documents shall be rectified by the Consultants without extra cost in a manner acceptable to the Owner. Any work done beyond the terms of reference or any extra assignment done not covered in the Contract Agreement without written authority will be considered as unauthorized assignment and will not be paid for.

61- RIGHT TO WITHHOLD PAYMENT:

The PHC may withhold any payment to be made hereunder to such extent as may be reasonably necessary to protect PHC from loss on account of any failure to execute the assignment in accordance with the work schedule / or any failure of Consultants to modify and replace any defective and non-conforming work, as required.

62- GUARANTEES:

The Consultants shall guarantee in writing to modify or rectify all defects found in the report. The guarantee shall state that Consultants agree to modify / rectify the part which prove to be defective or which fail to meet the design requirements.

63- ROYALTY AND PATENTS:

The Consultants shall pay all royalties and license fees and shall defend all claims, suits and actions for infringement of any patent rights arising from Performance of the Contract. The Consultants shall report to PHC promptly in writing the details of any notice or claims for patent infringement.

In the event of litigation against PHC on account of any claim of patent infringement arising out of performance of this Contract or out of any supplies furnished, the Consultants arising from. The Consultants shall secure similar agreement form all their sub-consultants.

64- FINAL CERTIFICATE:

The Agreement shall not considered complete until the Final Certificate shall have been issued by PHC stating that the assignment has been completed to his satisfaction. This Certificate shall be given when all liabilities under the Agreement have been completed by the Consultants including review/ updating of the report, if any.

PHC shall not be made liable to the Consultants and neither PHC nor any of his agents shall be liable or held to any money, except as specifically provided for in the contract Document. The acceptance by the Consultants of the final payment shall release PHC and his agents from all claims and liabilities to the Consultants for anything done or furnished for any act or neglect of PHC or any person to or effecting the work except the claims against PHC for the remainder, if any on the amounts kept or retained.

65- STANDARD TOWN PLANNING REGULATIONS & SOUND ENGINEERING PRINCIPLES:

The Consultants shall ensure that planning of the Scheme based upon the Land Use Planning percentages of relevant Sindh Town Planning Act and Building Control and Town Planning Regulations. However, since this will be an experimental project, relaxation in new concept can be added regarding planning standards and regulations after due approval from the competent authorities.

66- RESPONSIBILITY OF CONSULTANTS:

66.1 The consultant shall be responsible to PHC for the assignments as per TOR.

66.2 The Consultants will provide all necessary professional, technical, administrative and support staff including all logistics such as all supplies and transportation to enable the project to be undertaking in accordance with the Terms of reference. The consultant will obtain specific approvals of PHC for each stage of consultancy services.

The consultant shall provide detailed supervision of construction to ensure satisfactory execution of the project in accordance with the approved design/drawing and specifications work of project on the following manners:

66.3 Review the Contractor's construction programme, methods of execution, procedures, manner and progress of work and recommendations for measures to achieve completion targets.

66.4 Supervision of construction work so as to achieve quality standards to ensure that the Contractor carries out the works strictly according to the drawings and specifications.

66.5 Monitoring contractor's day to day progress to achieve scheduled targets and help eliminate interface problems, if any to ensure that the Contractor fulfill his obligations generally and particularly in respect of time schedule.

66.7 He will have no authority to relieve the Contractor of any of his duties or obligations under the Contract. He shall neither made any variation nor order any work involving delay or any extra payment by the employer except as expressly provided in the Contract without the approval of Consultant which can also be had after the verbal instructions to confirm the same.

66.8 Quality/Quantity control of construction materials and arrange for its testing through the contractor.

66.9 Preparation and issue of variation orders to the work as necessary, during execution.

66.10 Furnishing Consultant's comments with respect to contractor's claim and other financial matters.

66.11 Measuring of final quantities and certification of final payments due to contractor(s).

66.12 Preparation of monthly/quarterly reports about physical and financial progress of the project and evaluation reports.

Checking and certification of Drawings/As-built drawings made by the Contractor.

67- RESPONSIBILITY OF PHC.

The PHC will provide the Consultant with any data, plans, drawing, reports or other documents that are available and relevant to the project. It is the responsibility of the consultant to satisfy himself as to the accuracy and validation of such information. No responsibility will be assumed by PHC for any errors, inaccuracies or omissions in the Consultant's work arising from incorrect data supplied. The PHC will respond with its comments to the Consultant's work in a timely manner at the end of each stage.

68- CONSTITUTION OF COMMITTEES FOR EVALUATION OF PROPOSALS.

Two separate Committees viz a Technical Committee for Evaluation of Technical Proposal and a Financial Committee for opening/Evaluation of Financial Proposal will be constituted comprising of the experts including officials of PHC to review, monitor and finalize the Consultants Technical / Financial Proposals.

69- COORDINATION WITH OTHER AGENCIES.

The Consultants will coordinate the planning and design of the project with any Government agencies or other consultants who are responsible for planning, implementation or operation of any project, facilities or services that may be affected by or have an impact on the proposed housing project. The consultants shall also prepare plans showing all underground and overhead services based on the information received from utility agencies which can safely be accommodated in the overall planning of the project.



CONTRACT CONDITIONS

1.0 Contract Documents:

The following documents will form part of the Contract Agreement

- 1- Contract Agreement on Non Judicial Stamp Paper of required amount, Letter of invitation, information to firm.
- 2- Technical proposal (Terms of Reference, Ann-I), (Contract Conditions, Ann-II).
- 3- Submission , Receipt & Opening of Proposals.
- 4- Proposal Evaluation.
- 5- Negotiation.
- 6- Award of Contract.
- 7- Confidential Criteria.
- 8- Self Evaluation Firm.
- 9- Evaluation Criteria.
- 10- Draft contract Agreement for Consultancy Services.
- 11- Integrity pact.
- 12- Financial Proposals.

In the event of any conflict between the parts of these documents the interoperation shall be done on the basis of the above documents in preference in the order.

2.0 Scope of Work:

Providing consultancy services to People's Housing Cell on the following tasks:

- Formulation of criteria for selection of suitable sites for planning and development of integrated townships
- Carrying out topographical survey, contouring, demarcation, preparation of concept plan land-use plan etc
- Advising on development of integrated township schemes in the province of Sindh, keeping in view the regulatory and financial environment

- Preparation of Request for Proposals (RFP) for developers/firms/consortium
- Evaluation of technical and financial proposals of the interested developers
- Proposing selection criteria for developers/firms/consortium
- Preparation and finalization of project agreement with Developers/ firms/ consortiums
- Evaluation of design of master plan for the schemes, which will be prepared / submitted by the selected developers
- Preparation of project agreements/contracts and other relevant documents etc.
- Supervision and monitoring of construction work at sites
- Preparation and submission of monthly / quarterly progress
- Preparation and submission of evaluation report etc.
- Overall supervision / monitoring of the activities of the selected developers, which they perform during launching such schemes

2.1 PAYMENT SCHEDULE OF FEE:

In consideration for providing the consultancy services stated herein above the People's Housing Cell shall pay to the selected CONSULTING FIRMS/ CONSORTIUMS a fee for the Consultancy Services for which Consultant shall submit his cost through Financial Proposal of the Project. The schedule of payment of the fee may be as per the details given in Financial proposal which are negotiable. However, tentative stages are as under:

- i. Advice on development of integrated township schemes in view of the regulatory and financial environment, after site selection and carrying out Topographical survey, counteracting, preparation of survey plan etc.
- ii. Approval of Request For Proposals
- iii. Signing of agreement with the selected developers/firms/consortiums
- iv. Evaluation of the technical / financial proposals from the prospective developers/firms/consortiums
- v. Finalization/ approval of master plan of the scheme(s) by PHC
- vi. Commencing of physical work at site
- vii. Submission of various progress/evaluation reports
- viii. Submission of final report/ completion report etc

The Consultant shall however, quote fee bifurcation of each component on separate sheet (as per TOR) for the purpose of releasing payment rendered in the Financial Proposal. Cumulative total of which should not exceed the quoted price.



PEOPLE'S HOUSING CELL GOVERNMENT OF SINDH

SECTION-III

3.0 Submission, receipt and opening of proposals

3.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign (s) the Proposals.

3.2 An authorized representative of the firm shall initial all pages of the proposal. The representative's authorization is confirmed by the written power of attorney accompanying the proposal.

3.3 For each proposal, the firm should prepare the number of copies as indicated. Each technical proposal and Financial Proposal should be marked Original or copy as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

3.4 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked Technical Proposal. The Financial Proposal should be submitted in original only & shall be placed in a sealed and warning "Do Not Open " with the Technical Proposal. Both envelopes shall be placed in to an outer sealed envelope bearing the submission address and other information indicated and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE".

3.5 The completed technical and financial proposal must be delivered at the mentioned address on or before the time and date. Any proposal received after the closing time for submission of proposals shall be returned unopened.

3.6 The Technical Proposals shall be opened and registered in the presence of contenders immediately by a Technical Committee, after the closing time for submission of proposals. The Financial proposal shall remain sealed and deposited with independent authority until they are opened publicly.

A **TECHNICAL EVALUATION COMMITTEE**

A committee comprising of the following is constituted to review, monitor and give recommendation on the Technical Proposals.

Special Secretary Planning & Development	Chairman
Chief Engineer, Works & Services Department	Member
Architect, Works & Services Department	Member
Executive District Officer, MPMGO, CDGK	Member
Representative of PEC	Member
Representative of PCA&TP	Member
Director (Tech), PHC	Member/Secretary

Meeting of the above committee will be held as and when required, the consultant will arrange to present their reports / proposals before the committee for review. The committee will make the recommendations for obtaining necessary decisions of the competent Authority, which will be communicated to consultants in due course of time for facilitating consultant in discharging his contractual obligations.

B **FINANCIAL EVALUATION COMMITTEE**

A committee of the following is constituted to open the Financial proposals of top ranking Consulting firms/consortium and submit the recommendations to the competent forum regarding selection of top ranking consultants for one or more projects, jointly or separate.

Additional Chief Secretary Finance Department	Chairman
Special Secretary (Budget) Finance Department	Member
Chief Economist, P&D Department	Member
Deputy Secretary, Budget II Finance Department	Member
Director Administration, PHC	Member/ Secretary



PEOPLE'S HOUSING CELL GOVERNMENT OF SINDH

SECTION-IV

Proposal Evaluation

4.0 General:

The Firms shall not contact, PHC on any matter relating to their Proposal from the time of the opening of the technical proposal till the contract is awarded. Any effect by the firm to influence PHC in the evaluation, Proposal comparison or contract award decisions may result in the rejection of the Firms Proposal and blacklisting of the firm.

Evaluators of technical proposal shall have no access to the financial proposals until the technical evaluation reviews and no objection concluded.

4.1 EVALUATION OF TECHNICAL PROPOSALS

The individual members of the evaluation committee appointed by PHC will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system. Each responsive proposal will be given a technical score. A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference declared as Non Responsive. Top scoring firms will be selected.

4.2 EVALUATION OF FINANCIAL PROPOSALS:

All the qualified Financial proposals of the top ranking firms will be opened in presence of representatives of the firms and PHC Financial Evaluation Committee, and the quoted fee will be publicly announced.

The Evaluation Committee will check and make the arithmetical corrections, if required and examine compliance of all financial inputs by each bidder.

In case of different of rate in words and numerical, the rate in words will be taken as correct and will be applied (if required) and cost of the item corrected accordingly.

Any item not priced will be evaluated as work to be performed at no cost.

The financial Proposals of the top ranking consulting firms will be opened publicly in the presence of such consultants, who care to be present and will publicly announce the prices and terms of proposals.

SECTION-V

5.0 NEGOTIATIONS

Negotiations will be held in PHC. The aim is to reach agreement on all points and sign a contract.

Negotiations will include a discussion of the total technical proposal, the proposed Approach Methodology, work Plan, Qualification and Experience of the Firms, the staffing and **any suggestions made by the firm to improve the Terms of Reference.**

PHC and firm will then work out agreed final term of reference, staffing and bar charts indicating activities staff, periods in the field and in the home office, staff-month, logistics and reporting. **The agreed work plan and final terms of Reference will then be incorporated in the “Description of Services” and form part of the contract.** Special attention will be paid to optimizing the required outputs from the firm within the available budget and to clearly defining the inputs required from PHC to ensure satisfactory implementation of the Assignment.

The financial proposal should include Tax, duties, levies conforming to the policy of the Government of Pakistan.

Having selected the Top firms on the basis of the Technical Evaluation, PHC will then negotiate the contract with the Top Ranking Proposal on the basis of the technical proposal and Financial Costs. The most top ranking consulting firm will first be invited to negotiate the contract with the PHC. If agreement is not reached, the negotiations will terminate and the consultants will be notified in writing to this effect and the second consulting firm will be called in a similar manner. The negotiations may result in award of the contract at a cost lower than the lowest bid cost offered by the lowest bidder.

PHC will require assurances that experts nominated in the proposal will be actually available for the entire assignment. PHC will not consider substitutions during contract negotiations unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

The negotiations will conclude with a review of the draft of the contract. To complete the negotiations PHC and the firm will initial the agreed contract.

SECTION-VI

6.0 AWARD OF CONTRACT

The contract will be awarded following negotiations with the successful firm. After negotiations are successfully completed, PHC will promptly notify other Firms on the short list that they are unsuccessful.

The firm is expected to commence the Assignment on the date and at the location specified in the Work Plan.

SECTION-VII

7.0 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Firms who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful Firm.

SECTION-VIII

8.0 SELF EVALUATION BY FIRM

In case of rejection of the Firms due to "Non-responsiveness" of the Firms in the Technical Proposal, the Firms can self-evaluate his position with the Evaluation Criteria.

The firms can also be rejected due to 'Non-Responsiveness" in the Financial Proposal. Thus it is required that all details and information requested for must be complied with.



**PEOPLE'S HOUSING CELL
GOVERNMENT OF SINDH**

SECTION-IX

EVALUATION CRITERIA

APPROACH, METHODOLOGY AND EXPERIENCE

(TOTAL MARKS 100, QUALIFYING MARKS 70%)

I- STANDING OF CONSULTING FIRM (35 MARKS)

- i- No. of Licensed Planners on pay roll/Associated (15 marks)
- ii- No. of qualified Engineers on pay roll/ Associated (15 marks)
- iii- Other Office establishment (Skills and office equipments/instruments/accessories etc) (05 marks)

II- UNDERSTANDING OF OBJECTIVES & FIRM'S APPROACH (20 MARKS)

- i- Understanding of Scope of integrated township approach (10 marks)
- ii- Understanding of Scope of overall assignment (05 Marks)
- iii- Understanding of scope of preparation of RFPs & other relevant documents etc. (05 Marks)

III- PROJECT MANAGEMENT/SUPERVISION (20 MARKS)

This includes the clarity to accomplish the assignment/task as per TOR , starting from the stage of advising PHC for developing integrated township schemes, preparation of RFPs and evaluation of the technical proposal of the developers/firms/consortium, up to the supervision of construction work

- i- Qualification of Supervisory Staff & their back-up support (15 marks)
- ii- Projects details (in hand/ completed) (05 marks)

IV- WORK PLAN (10 MARKS)

- i- Logical sequence and coverage of all principal activities envisaged by the firm with respect to ToR (05 marks)
- ii- Proposal of the firm to complete the task (05 marks)

V- EXPERIENCE OF HANDLING MEGA PROJECTS (10 MARKS)

This includes the experience of the consultants in planning, designing and executing Mega projects (similar nature) of national / international level

VI- PROPOSAL PRESENTATION (05 Marks)

This represents clarity and conformity of Technical Proposal with the Terms of Reference of assignment and Scope of Work outlined in the Documents by PHC and as understood by the Firm.

IMPORTANT NOTE

Non-responsiveness or non-compliance of the Technical Proposal in respect of the information required by the TOR and scope of work may result in rejection of Technical Proposal and return of un-opened Financial Proposal to the Consulting Firms.

The evaluation criteria submitted by the Consulting Firms in their Technical Proposal (Qualification of Firm, Key Personnel and Team leaders etc.) shall still apply. Therefore, formats and documents should be prepared and submitted accordingly.



**PEOPLE'S HOUSING CELL
GOVERNMENT OF SINDH**

SECTION-X

**DRAFT CONTRACT AGREEMENT FOR PROVIDING
CONSULTANCY SERVICES**

This CONTRACT AGREEMENT for providing Consultancy Services to People's Housing Cell (PHC) for integrated township schemes in the province of Sindh (hereafter, together with its attachments and annexures refer to as "AGREEMENT") is made----- day of the month of _____ 2008, between, on the one hand, People's Housing Cell (hereafter refer to as "CLIENT" which expression shall include their successor-in-interest and assign) hereafter called the "CLIENT" and on the other hand _____ Consulting Firms/Consortium of Consultants (hereinafter refer to as "Consulting FIRM" which expression shall include their successor-in-interest and assigns). This Consulting Firm will be led by _____ and will be liable to the client for all the Consulting Services obligations under this contract.

WHEREAS

A-The Client intends to carry out activities for planning and developing integrated townships through which residential housing units along with commercial centers/complexes will be provided, including the provision of recreation area and amenities such as parks, schools, Hospitals etc. Simultaneously, subsidized housing will also be provided for the low income group of people, that will be done from the profit so generated by the developer from the sale proceeds of the residential and commercial units. The execution of low cost housing will be carried out in consultation with the Client.

B-The Client has requested the Consultancy Firm / Consortium to provide Consultancy services required by the Client to accomplish the task defined in the Terms of Reference (ToRs).

C- The consulting Firm, having represented to the client that they have the required professional skills, personnel and technical resources. And the firm is therefore, agreed to provide the services on the terms and conditions set forth in this Agreement/ Proposal Documents.

Now THEREFORE the parties have to agree as follows:

- a- Proposals Documents with all its Contents.
- b- Proposal Documents submitted by the Prospective Consultants.

In WITNESSED WHEREOF , the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

The Client and the Consulting firm have mutually agreed to accomplish the Task as per TOR and completion of the work under this contract.

- a- The Consultancy Firm shall provide the services in accordance with the provisions of contract.
- b- The client shall make payment to the Consultancy Firm in accordance with the provision of the contract.

FOR AND ON BEHALF OF THE CLIENT

By_____

Authorized Representative

FOR AND ON BEHALF OF THE CONSULTANCY FIRM
(each member of the consortium to signed this agreement)

1- _____.

BY _____.

Authorized Representative

2- _____.

BY _____.

3- _____.

BY _____.

WITNESSES:

1. NAME

SIGNATURE

2. NAME

SIGNATURE



**PEOPLE'S HOUSING CELL
GOVERNMENT OF SINDH**

SECTION-XI

THE INTEGRITY PACT

1. The Government of Pakistan (GOP) is committed to fight corruption in public contracting. As part of this Programme People's Housing Cell. Karachi has reviewed its arrangements for the letting and implementation of contracts against criteria of transparency and accountability.
2. In an effort to limit the scope for abuse, PHC, in introducing new procedures, and hope that your company will wish to support. The objective is to ensure that there is fair competition for government business, and that competition takes place openly and in a manner that provides fair and equal opportunity for all competitors. The new procedure will also apply to the execution of contracts by the successful bidder/supplier. The procurement procedure will be followed strictly.
3. As part of our confident building strategy, PHC will treat the oversight and monitoring of the implementation of these procedures with the highest priority, PHC will apply particularly close attention to the need to prevent any case of extortion or acceptance of bribes by PHC officials. We are asking all those bidding for PHC and business to assist the Government by reporting by any instance of this occurring.
4. A special office for the investigation and handling of any reports of extortion or bribery in public procurement will be set up.
5. PHC hopes to obtain your company's endorsement of these procedures as fair and reasonable and as having your full support.
6. The Firm shall observe the highest standards of ethics during execution of such contracts. In pursuance of the policy:
 - a. Corrupt practice means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public Official in the selection process or in contract execution and fraudulent practice means a misrepresentation of fact in order to influence a selection process or the execution of a contract to the detriment of the PHC, and includes collusive practices among Firm (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the PHC, of the benefits of free and open competition.
 - b. PHC will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

THE INTEGRITY PACT

- 1- The following procedures will apply to the letting of contracts.
- 2- These procedures are in addition for the standard legal and administrative requirements.
- 3- They will form part of the terms and conditions of each contract and will be actionable, in the event of breach, by the PHC, and any of the competing bidders.
- 4- Each bidder must submit a statement, as integral part of the Tender Documents, with the following text:
 - a- The Company places importance on competitive tendering taking place on basis that is free, fair. Competitive and not subject to abuse. This Company is pleased to confirm that (i) it has not offered or granted, and will not offer or grant, either directly or indirectly through agents or other third parties, any improper inducement or reward to any public official, their relations or business associates, in order to obtain or retain this contract or other improper advantages, and (ii) it has not colluded, and will not collude, with others in order to limit competition for this contract.
 - b- This Company has a No-Bribery Policy / Code of conduct and a Compliance program which includes all reasonable steps necessary to assure that the no-bribery and employees, as well as by all third parties working with this company on the project. Including agents, consultants, consortium partners, subcontractors and suppliers, Copies of our No-Bribery Policy / Code of Conduct and Compliance program are attached. In case where companies participate in the bidding which do not yet have a general no bribery policy / Code of Conduct:
 - c- "This Company has developed, for the purposes of this tender, a Compliance Program which includes all reasonable steps necessary to assure that the no-bribery commitment given in this statement will be complied with by its manager and employers, as well as by all third parties working with the Company, including agents, consultants, consortium partners and subcontractors and suppliers".
 - d- This commitment is in the name of behalf of this Company's Chief Executive Officer.
 - e- This company agrees for the resolution of any damage claims arising from this contract under "Law of Pakistan".
- 5- Where a bidding company is a foreign company and has a subsidiary in Pakistan, the commitment must extend to that subsidiary and its managers and employees as well. If the submitted by the subsidiary in Pakistan, the no-bribery commitment needs to extend also to the parent company and its managers and employees.

PHC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

- 6- Bidder will also be required to submit similar no-bribery commitments from their subcontractors and consortium partners. The bidder may however cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- 7- All payments shall be limited to appropriate compensation for legitimate services.
- 8- Each bidder will make full disclosure on the bid documentation of the beneficiaries and amounts of all payments made, or intended to be made, relating to the bid and, if successful, the implementation of the contract.
- 9- To successful bidder also make full disclosure semi-annually of all payments to agents and other parties during the execution of the contract.
- 10- Within one year of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid in order to obtain or retain this contract. The Final accounting shall include brief details of the goods and services provided that the sufficient to establish to legitimacy of the payments made.
- 11- Statements required according to subparagraphs (b) and (d) of paragraph 4 will have to be certified by an appropriate senior corporate officer.
- 12- In Pakistan, all forms of corruption are illegal, and the Government will continue to prosecute offenders.
- 13- This IP however focuses on bribery in order to obtain or retain the contract or other improper advantages, including collusion with other in order to limit competition of this contract. This includes any payment or other favors offered or granted in order to win a contract award, get a contract change order (component) approved by PHC get sub-standard or sub-specification performance approved by a public official or the supervising engineer or his staff, circumvent tax, duly license or any other legal obligations that should be met or induce an official to breach his / her official duties in any other way.

Engineer or his staff, circumvent tax, duly license or any other legal obligations that should be met or induce an official to breach his/her official duties in any other way.
- 14- If a bidder fails to comply with its no-bribery commitment, the following sanctions will apply.
- 15- Denial or cancellation of the contract liability for damages to PHC in the amount of five percent of the contract value, unless, PHC can demonstrate



a higher damage, the bidder can demonstrate a lesser damage, for feature of the bid security and debarment by PHC from bidding for further public contracts for such period as the PHC may deem appropriate.

- 16- PHC had made special arrangements for adequate oversight and monitoring of the procurement process and the execution of the contract. In this regard, PHC has provided for public hearings on the procurement process, and for access, for Civil Society to the minutes of the meetings of the Technical Committee and to all documents relating to the evaluation of the competitive tenders, the award decision process and the execution of the project.
- 17- PHC will also nominate special officers in the office of PHC for the investigation and handling of any reports of extortion or bribery in public procurement.
- 18- The PHC will publicly disclose the award decision including the evaluation report and the reasons for the selection of the successful bidder.
- 19- Bids which do not confirm to the requirement of these procedures will not be considered.

Agreed

Signed by, the Authorized Representative /
CEO of the Applicant Firm / Consortium.



SECTION-XII

(A) PARTICULARS OF FIRM

1. Name of the Firm _____
(In block letters)

2. Full name of the Managing Partner/ _____
Partners or Managing Director/ Chief _____
Executive/ Chairman if the applicant _____
is a firm or a limited concern.

N.I.C.NO _____.

3- Permanent registered office with address. _____

4- Telephone number _____
Fax _____
Email _____

5- Title of firm _____

Sole proprietor, _____
Partnership _____
Any other specify _____

6- Provide partnership deed if working with partners
Consortium/ Joint Venture with any firm

Name of the firms:

NAME I: _____
NAME II: _____
NAME III: _____

(B) FIRM'S PROFILE

Whether registered as approved firm with the Pakistan Engineering Council,/ PCATP/ any other Semi Government / Autonomous or Semi Autonomous Organization if yes, enclose copies of registration of the firm/ consortium/ Joint Venture alongwith update renewal and registration partnership deed among the partners and given list of all such organizations where the firm is registered.

Name I: _____

Name II: _____

Name III: _____

Give detail of Staff/ Establishment including Curriculum Vitae (CV) of key professional staff as per specimen (use separate sheets if needed).

(C) TECHNICAL STANDING OF THE FIRM

- I. List of technical personnel with qualification in permanent employment of the firm / consortium/ joint venture for the last one to ten years.

Note: If joint venture of two or more than 2 Firms are applying, individual responsibility of JV partners should be declared separately for each partners.

S. No	Name	Designation	Qualification	Date of Appointment	Experience	Responsibilities	Registration No	Remarks



(D) FINANCIAL STANDING OF THE FIRM

- 1- Income Tax Registration No. _____
Date _____

- 2- Attach Income Tax statement for last 3 years.

- 3- Provide surety from schedule Bank and credibility limit.

- 4- Name of Bankers:
1 _____
2 _____
3 _____

- 5- Attach a letter from Bank stating Financial soundness & credit worthiness.
Attach an attested copy of Bank statement showing list of 6 months transactions.

- 6- Audited Balance Sheet of the Firm

(E) CURRICULUM VITAE (CV) OF KEY PERSONEL

(Use separate or more sheets for each partner firm if needed)

Name of Applicant or participant of a joint venture		
Position	Prime	Alternate
Position information	Name of Candidate Date of Birth: Professional Qualification	
Present Employment	Name of Employer Address of Employer Telephone : Fax:/ Email: Job Title (Years with the present employer)	

Summarize professional experience over the last twenty years in reserve chronological order.

Indicate particular technical & managerial experience relevant to the project.

From	To	COMPANY/PROJECT/POSITION /RELEVANT TECHNICAL AND MANAGEMENT EXPERIENCE

(F) **FIRM'S SPECIFIC EXPERIENCE IN RELEVANT FIELD**

RELEVANT SERVICES CARRIED OUT IN THE LAST TEN YEARS

This includes the experience of the consultants in planning, designing and executing Mega projects (having similar nature) of national / international level

Using the format below, provide information on each reference assignment for which your firm/ entity, either individual as a corporate entity or as one of the major companies within as consortium, was legally contracted.

(Use separate sheets if necessary in the same format but annexures should be avoided).

Assignment Name: _____

1. Country.
2. Location within country.
3. Professional staff provided by your Firm/ entirety (profiles).
4. Name of Client
5. No of Staff
6. Address
7. Start Date (Month/Year)
8. Completion Date (Month/Year)
9. Approx. Cost
10. Name of Months of Professional Staff provided by Associated Firm
11. Name of Senior Staff/Team Leader
12. Description of the Project
13. Description of Services provided by Staff

G- COMMENTS & SUGGESTIONS OF CONSULTING FIRMS ON TERMS OF REFERENCE, SERVICES AND FACILITIES TO BE PROVIDED

On the Terms of Reference

1 _____

2 _____

3 _____

4 _____

5 _____

H APPROACH, METHODOLOGY, SUPERVISION AND WORK PLAN

The Approach, Methodology and work plan to be submitted by the Firms must include the following:

- A- Understanding of the Objectives/Scope of work.
- C- Methodology.
- D- Project Management/ Supervision
- E- Work Plan
- F- Experience of Handling Mega Projects
- G- Proposal presentation

Note:

In case the above Approach, methodology, Work Plan and other required detail is not provided by the Firms, the Technical Proposal shall be considered as "Non-responsive" and will be cause for Rejection of the Firm's proposal.

COMPOSITION OF THE TEAM (PERSONNEL), AND TASK(S) OF EACH TEAM MEMBER

(Use separate sheets if necessary in the same format but annexure should be avoided)

1- Technical/ Managerial Staff

NAME	POSITION	TASK

2- Support Staff

NAME	POSITION	TASK

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

(Use separate sheets if necessary in the same format but annexure should be avoided).

Proposed Position_____

Name of Firm_____

Name of Staff_____

Professional_____

Date of Birth_____

Years with Firm/Entity_____

Membership in professional Societies_____

Detailed Tasks Assignment_____

Key Qualifications_____

Education_____

SCHEDULE FOR PROFESSIONAL PERSONAL

(Use separate sheets if necessary in the same format but annexure should be avoided)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal(1)
															Subtotal(2)
															Subtotal(3)
															Subtotal(4)

Full-time -----
 Reports due -----
 Activities duration -----
 Part time -----
 Signature -----
 Full Name -----
 Title -----
 Address -----

**COMPLETION & SUBMISSION OF REPORTS**

Reports	Date
1- Inception Report	
2- Site(s) identification report	
3- Site survey/contouring report	
4- Feasibility report on developing integrated scheme on the selected site(s)	
5- Report on selection criteria	
6- Report on Design of master plan	
7- Interim Progress Report	
8- First Monthly Report	
9- First quarterly Report	
10- Evaluation Report	
11- Final Report	

Note :- All as per TOR and Financial Proposal