



REQUEST FOR PROPOSALS (RFP)

PREPARATION OF SINDH HOUSING POLICY

FOR

**DIRECTORATE OF URBAN POLICY & STRATEGIC
PLANNING, SINDH**

**PLANNING & DEVELOPMENT DEPARTMENT,
GOVERNMENT OF SINDH**

JUNE, 2015

Foreword

This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010

Table of Contents

Introduction.....2

Section 1. Letter of Invitation4

Section 2. Instructions to Consultants6

 Data Sheet **Error! Bookmark not defined.**

Section 3. Technical Proposal - Standard Forms.....23

Section 4. Financial Proposal - Standard Forms.....35

Section 5. Terms of Reference41

Section 6. Forms of Contract54

Introduction

The Government of Sindh has established Directorate of Urban Policy & Strategic Planning; to carry out preparation of policies and plans as well as preparation and implementation of infrastructure development projects in Urban Sindh - on Pilot basis that will lead to economic growth, job creation, planned urban development and will also address inequities caused by intra-urban and regional disparities. One of the important components of Directorate's scope of work includes preparation of provincial policies.

The Directorate of Urban Policy & Strategic Planning, P&DD, Government of Sindh is issuing this Request for Proposal (RFP) document to invite Technical and Financial Proposals from the shortlisted firms / consortia for preparation of Sindh Housing Policy.

The selected Firm(s) / consortium of Firm(s) will be required to furnish consulting services for the following:

A. Review of Past Trends, Policies, Development Strategies & Prevalent Conditions, focusing:

- a. Housing Profile and trends
- b. Utility services and Infrastructure services
- c. Housing finance services
- d. Urban slums, squatter settlements and Katchi Abadis
- e. Existing Institutional Frame work
- f. Existing Housing Industry
- g. Availability of Amenities (Social Services)
- h. Local Available Building Materials and Technologies.
- i. Important residential structures that qualify to be protected as Heritage.
- j. Housing on marginal and environmentally sensitive lands/ areas facing natural and man-made threats.
- k. Land bank for future extension of existing urban centers.

B. Housing Policy, focusing:

- a. Land Management
- b. Housing Production
- c. Housing Finance
- d. Katchi Abadis, Squatter settlements & Slums
- e. Planning, Building & Zoning regulations
- f. Construction Services, Building Materials, Construction Technology, and Research & Development
- g. Low Income, Low Cost, Rural Housing, and Suburban Housing
- h. Rental Housing
- i. Real Estate Management
- j. Infrastructure Development
- k. Environmental Considerations
- l. Development of Intermediate and Secondary Towns

- m. Role of Women and Community Participation
- n. Urban Renewal Program
- o. Introduction of Seismic and Building Energy Provisions
- p. Implementation
- q. Monitoring & Evaluation

A single local consulting firm / consortium would be hired to prepare the above mentioned policy. It is estimated that envisaged policy will be prepared in about four (04) months' time from the date of Consultants' mobilization.

Section 1. Letter of Invitation

100

Letter of Invitation

Invitation/File No.....;
Karachi and Date]

Dear Mr./Ms.:

1. The Directorate of Urban Policy and Strategic Planning (DUPSP) (hereinafter called "Procuring Agency") now invite proposals to provide the following consulting services:
"Preparation of Sindh Housing Policy". More details on the services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
 - I. M/s. Engineering Consultants International Ltd. (ECIL)
 - II. M/s. MM Pakistan Pvt. Ltd.
 - III. M/s. EA Consulting Pvt. Ltd.

It is not permissible to transfer this invitation to any other firm.

3. A firm will be selected under Quality & Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the SPPR 2010.

4. The RFP includes the following documents:

Introduction

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

5. Please inform us in writing at the following address:

Office of The Director General, Directorate of Urban Policy & Strategic Planning, Planning and Development Department, Govt. Of Sindh, Bungalow No. 37 E/2, P.E.C.H.S., Block 6, Karachi, Pakistan, upon receipt:

(a) that you received the Letter of Invitation; and

(b) whether you will submit the proposal.

Yours sincerely,



MUDASSIR IQBAL

Director General,

Directorate of Urban Policy & Strategic Planning,

Planning and Development Department, Govt. Of Sindh.

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) "Data Sheet" means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) "Day" means calendar day including holiday.
- (f) "Government" means the Government of Sindh.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted/Pre-qualified (as the case may be) Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Agency named in the Data Sheet will select a Consultant (from the short list prepared through Request for Expression of Interest or from list of qualified consultant prepared through prequalification process), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (prequalified/shortlisted) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring

agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

- 3.2 Government officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iv) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR2010, "The PA can interalia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

- 5. Integrity Pact** Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.
- 6. Eligible Consultants**
- 6.1 If a pre-qualification process has been undertaken, as outlined under Rule 27 and 28 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2 Short listed consultants emerging from request of expression of interest are eligible.
- 6.3 National consultant in case of NCB (National Competitive bidding) and international consultant in case of ICB (International competitive Bidding) shall comply with applicable laws concerning Federal, Provincial & Local taxes and specific eligible parameters defined in the Data sheet, terms of reference ToRs; and consultant from eligible source countries (for ICB) as defined under the rules, laws statues or relevant instructions of Federal/Provincial Government are eligible.
- 7. Eligibility of Sub-Consultants** A prequalified/shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the pre-qualification/short listing process.
- 8. Only one Proposal** Prequalified/Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.
- 9 Proposal Validity**
- 9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to

such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of proposed amount).

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last _____ (PA may give number of years as per their requirement) years.
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission,

16.1 Proposal shall contain no interlineations or overwriting.

**Receipt, and
Opening of
Proposals**

Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

- 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal despatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission. .

**17. Proposal
Evaluation**

- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**18. Evaluation of
Technical Proposals**

- 18.1 Notwithstanding any method used pursuant to Rule 36 (a-d) of PPR 2010, the evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-

criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

**Public Opening and Evaluation of Financial Proposals:
(QCBS, Fixed-Budget, and Least-Cost Selection Methods
Only)**

- 18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

**19. Evaluation of
Financial Proposals**

- 19.1 In QCBS and Least Cost, Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according

to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations. However in least cost the technically qualified consultant with lowest proposed cost shall be selected.

19.4 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA

staff/experts

expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Revised Data Sheet

Clause Reference	
1.1	<p>Name of the Assignment is: <u>Preparation of Sindh Housing Policy.</u></p> <p>The Name of the PA's official (s): <u>Director General,</u> <u>Directorate of Urban Policy & Strategic Planning, Sindh, Planning & Development Department, Government of Sindh.</u></p> <p>Address: <u>Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi.</u></p> <p>Telephone: <u>021-34300555-57</u> Facsimile: <u>021-34300554</u> E-mail: <u>dgupsp@gmail.com</u></p>
1.2	<p>The method of selection is: <u>Quality and Cost Based Selection (OCBS)</u></p> <p><u>The weights given to the Technical and Financial proposals are:</u></p> <p><u>Technical (80%)</u> <u>Financial (20%)</u></p> <p>The Edition of the Guidelines is: <u>The Sindh Public Procurement Rules, 2010</u></p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p><u>Yes</u></p>
1.4	<p>The PA will provide the following inputs and facilities: <u>Dedicated staff for liaison & coordination.</u></p>
1.5	<p>The Proposal submission address is: <u>Office of the Director General,</u> <u>Directorate of Urban Policy & Strategic Planning, Sindh, Planning & Development Department, Government of Sindh.</u> <u>Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi.</u></p> <p>Proposals must be submitted no later than the following date and time: <u>25th June, 2015 not later than 12:00 noon and Technical proposals shall be opened</u></p>

	at 12:30 pm on the same day.
1.6	Expected date for commencement of consulting services: <u>14th July, 2015.</u> at: <u>Karachi</u>
9.1	Proposals validity shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
9.2	The consultants shall submit bid security of 1% of the bid price along with financial proposal in form of pay order, demand draft or bank guarantee.
10.1	Clarifications may be requested not later than <u>five</u> days before the submission date. The address for requesting clarifications is: <u>Office of the Director General,</u> <u>Directorate of Urban Policy & Strategic Planning, Sindh, Planning & Development</u> <u>Department, Government of Sindh.</u> <u>Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi.</u> Facsimile: <u>021-34300554</u> E-mail: <u>dgupsp@gmail.com</u>
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: <u>No.</u>
11.2	The estimated number of professional staff-months required for the assignment is: <u>Thirty (30) including person months of support staff.</u>
13.1	The format of the Technical Proposal to be submitted is: <u>Full Technical Proposal</u>
13.2 (vii)	Training is specific component of this assignment <u>No.</u>
14.1	<i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. If the PA wants to define ceilings for unit prices</i>

	<p><i>of certain Reimbursable expenses, such ceilings should be indicated in this Section]</i></p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route (3) cost of office accommodation, investigations and, Socioeconomic Survey (5000 Households); (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); (8) cost of such further items required for purposes of the services not covered in the foregoing such as workshops / seminars etc. 														
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable <u>Yes</u>														
16.2	Consultant must submit the original and <u>03</u> copies of the Technical Proposal and the original of the Financial Proposal.														
13.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">d) Comments on TOR</td> <td style="text-align: right;">[5]</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[15]	b) Work plan	[5]	c) Organization and staffing	[5]	d) Comments on TOR	[5]
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c) Organization and staffing	[5]														
d) Comments on TOR	[5]														

	<p style="text-align: right;">Total points for criterion (ii): [30]</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>Key Professionals</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Team Leader / Lead Urban & Regional Planner / Housing Specialist (01 No.)</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td>ii. Housing Finance Expert (01 Nos.)</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>iii. Urban Planners (01 Nos.)</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>iv. Legal Experts (01 No.)</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>v. Structure Engineer (01 Nos.)</td> <td style="text-align: right;">[10]</td> </tr> </table> <p style="text-align: right;">Total points for criterion (iii): [60]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1) General qualifications (Including registration with relevant professional bodies.)</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">60%</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">10%</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> <p style="text-align: right;">Total points of criteria (i), (ii) & (iii) : [100]</p> <p>The minimum technical score St required to pass is: <u>70</u> Points</p> <p>The remuneration type: Lump Sum</p>	i. Team Leader / Lead Urban & Regional Planner / Housing Specialist (01 No.)	[20]	ii. Housing Finance Expert (01 Nos.)	[10]	iii. Urban Planners (01 Nos.)	[10]	iv. Legal Experts (01 No.)	[10]	v. Structure Engineer (01 Nos.)	[10]	1) General qualifications (Including registration with relevant professional bodies.)	30%	2) Adequacy for the assignment	60%	3) Experience in region and language	10%	Total weight:	100%
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2) Adequacy for the assignment	60%																		
3) Experience in region and language	10%																		
Total weight:	100%																		
20.1	Expected date and address for contract negotiations: To be announced later.																		
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee. The amount of performance security will be equivalent to 10% of the contract amount.																		

5.1	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
-----	--

Section 3. Technical Proposal - Standard Forms

[Comments in brackets] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1.	Technical Proposal Submission Form	21
Form TECH-2.	Consultant's Organization and Experience.....	22
	A - Consultant's Organization	22
	B - Consultant's Experience	23
Form TECH-3.	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA	24
	A - On the Terms of Reference	24
	B - On Counterpart Staff and Facilities.....	25
Form TECH-4.	Description of Approach, Methodology and Work Plan for Performing the Assignment	26
Form TECH-5.	Team Composition and Task Assignments	27
Form TECH-6.	Curriculum Vitae (CV) for Proposed Professional Staff.....	28
Form TECH-7.	Staffing Schedule ¹	30
Form TECH-8.	Work Schedule.....	31

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Name and Name Address: _____
Signature and _____
[In full Title of _____
and of _____
initials]: _____
Signatory: _____
Firm: _____

¹ [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

² [Delete in case no association is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

For FTP Only

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

**FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

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

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

3. **Name of Staff** [*Insert full name*]: _____

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

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

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

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>PA: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE¹

N ^o	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1	[Home] [Field]																
2																	
3																	
n																	
Subtotal																	
Local																	
1	[Home] [Field]																
2																	
n																	
Subtotal																	
Total																	

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

FORM TECH-8. WORK SCHEDULE

N ^o	Activity ¹	Months ²													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
n															

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1. Financial Proposal Submission Form	33
Form FIN-2. Summary of Costs.....	34
Form FIN-3. Breakdown of Costs by Activity ¹	35
Form FIN-4. Breakdown of Remuneration ¹	36
Form FIN-4. Breakdown of Remuneration ¹	39
Form FIN-5. Breakdown of Reimbursable Expenses ¹	40

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Name and Address: _____
Signature and _____
[In full of and initials]: _____
Title of _____
of _____
Signatory: _____
Firm: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2. SUMMARY OF COSTS

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²		

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs excluding local taxes to be paid by the PA in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ²	Description: ³			
Costs				
Cost component	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency]
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] [Field]
Local Staff		
		[Home] [Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

Nº	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

A-1 Introduction:

Since housing constitutes a significant component of social dimension of sustainable development, its adequacy in terms of quantity and quality plays a dominant role in gauging the level of development as well as indicating a person's standard of living in a society. The need for an effective housing delivery mechanism to stimulate progressive urbanization in our cities thus constitutes a critical challenge to urban governance and development in Pakistan in general, and in Sindh in particular.

A vibrant, flexible, and efficient system for the production of quality housing is essential for continued growth of an economy. A major part of the capital stock of Sindh, housing supply must be built up in line with infrastructure, industry, and community facilities such as schools and hospitals. Housing production is a highly productive economic activity, capable of generating direct employment, income multipliers and employment linkages at least equivalent to those of other conventional "productive" sector such as agriculture, industry, and services. Housing is also a social good, responding to basic needs of population. The welfare of individuals, families, and communities depends on steady growth and improvement of housing stock.

A-2 Objectives of the Housing Policy

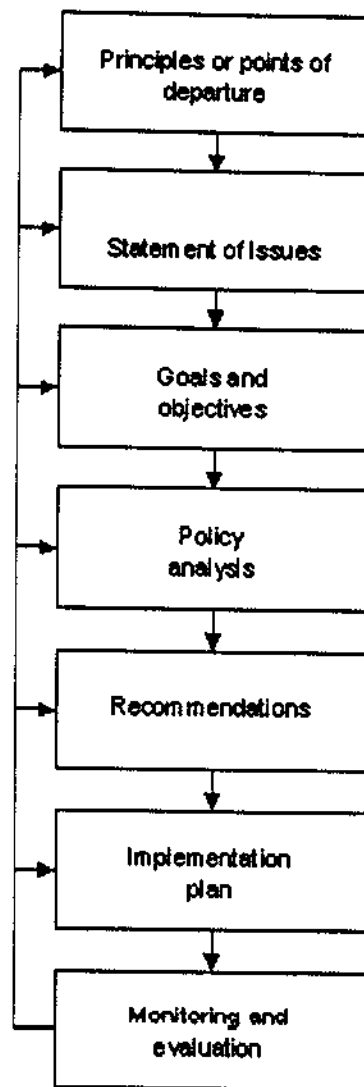
The following are the objectives of Sindh Provincial Housing Policy:

1. Provision of adequate and quality housing with comprehensive facilities and a conducive environment
2. Housing development through capacity building of formal and informal sectors.
3. Facilitating availability of suitably located and affordable land and develop land delivery process
4. Encouraging- indigenous approaches in Research and Development to support housing activity particularly for low income groups.
5. Provision of safeguards against malpractices, inefficiencies, institutional weakness and mafia assaults
6. Provision of incentives through tax rationalization, reduction in property tax and registration, simplification of procedures and enforcement of effective foreclosure laws
7. Support research and development for economical building material input and support modernization of the Construction Technology such as introduction of Industrialized Building System (IBS)
8. Developing indigenous and cost effective approaches particularly for low income group
9. Creating platform for development of regularized Katchi Abadis along with Monitoring & Evaluation Framework
10. Provision of institutional mechanism for improved housing delivery for rural areas
11. Introduction of a firm and clear-cut institutional and legal frame work at different levels of Government with well-defined roles and responsibilities. Removals of shortcoming, gaps and overlaps and devising institutional coordination mechanisms, transparency and accountability

12. Realization of importance of role of Private Sector, and introduce incentives to encourage their full participation
13. Supportive policy for Construction Sector standardizing of contract procedure and enforcement of quality control measure
14. Promoting women participation in this important national building activity.
15. Suggesting a province wide program of developing small and medium size towns having development potential
16. Formulation of system to monitor and evaluate implementation of guidelines provided under Housing Policy and ensure coordination with other national level development strategies
17. Provision of affordable housing to the poor, and to low & middle income households (medium cost housing)
18. Exploring easily accessible housing finance facilities and to devise an affordable housing finance mechanism. Identification of different sources for financing the Housing Units, including, mortgage loans, refinance facility, and introduction of finance schemes
19. Mobilization of resources through Government Initiatives, Savings, Pension, and Provident Funds. Induction of Housing Insurance to cover risks associated with Housing
20. Conservation and Restoration of private residential property from public funds that is considered as Heritage building
21. Spatial planning of available land suitable for housing in order to avoid formation of housing on agricultural lands
22. Formation and establishment of Model villages in areas where unplanned migration is recorded. Thus to control influx on nearby towns and cities that are not able to adjust unexpected migrants
23. Rationalization of housing demand with respect to the socio-economic profile of Urban & Rural areas, focusing upon Metropolitan and secondary cities as well as rural areas

A-3 Methodology

The consultant will follow a standard policy formulation process as per the given diagram.



A-4 (1) Data Types

- A. Quantitative data of Housing Sector
- B. Qualitative Data of Housing Sector
- C. Any other informal mean if emerged.

A-4 (2) Sources of Data

For Quantitative data: Relevant GOP/GOS Departments/Agencies/ State Bank of Pakistan, Banks/ Financial Institutions, SBCA, Area Development Authorities & others

For Qualitative Data: Workshops / Focus group Discussions and Interviews with Housing specialists, Urban Planners, SBCA, Area Development Authorities, Financial institutions, communities etc.

A-5 Focus points of the Policy

- Improvement of overall housing conditions in Sindh

- Improving Rural basic infrastructure
- Low cost affordable housing
- Land Bank and its management
- Housing Finance
- Urban Renewal Program
- Public Private Partnership
- Rental Housing
- Real Estate Management
- Management of Heritage and local construction techniques.

B- DETAILED TERMS OF REFERENCE (TOR)

B-1 Review of Past Trends, Policies, Development Strategies & Prevalent Conditions

The consultant would conduct analysis/ review of the past trends in Sindh regarding housing sector, involving housing demand and supply, household size and number, occupancy rate, housing backlog etc. housing services and measures / strategies/ policies adopted by the relevant authorities to cope with the changing nature of issues in the form of different development strategies and exercises. The Consultants will be required to evaluate these strategies and exercises on the basis of the development objectives and criteria adopted. The consultant will collect necessary data and conduct sample surveys wherever deemed essential. The consultants will also be required to carry out a detailed review of existing conditions including;

- a. Housing Profile and trends
- b. Utility services and Infrastructure services
- c. Housing finance services
- d. Urban slums, squatter settlements and Katchi Abadis
- e. Existing Institutional Frame work
- f. Existing Housing Industry
- g. Availability of Amenities (Social Services)
- h. Local Available Building Materials and Technologies
- i. Important residential structures that qualify to be protected as Heritage
- j. Housing on marginal and environmentally sensitive lands/ areas facing natural and man-made threats
- k. Land bank for future extension of existing urban centers

The consultant will be required to carry out stakeholder's consultation, focus group meetings and spatial studies and to conduct sample surveys (5000 Households) to identify housing & household characteristics. By way of above analysis; the consultant will identify problems & issues of Housing Sector in Sindh, and will suggest possible solutions & remedies to overcome the same.

The consultant will be required to analyze housing situation focusing upon different nature of housing trends

in Urban & rural areas particularly Metropolitan areas (Karachi & Hyderabad) secondary cities and rural areas of the province.

B-2 The Housing Policy

The consultants are required to study and suggest strategies and policy measures for following sectors:

(a) Land Management

The consultant would be required to prepare a comprehensive land management mechanism, suggesting possible strategies to implement the mechanism. This may include but not limited to identification of land for housing, land disposal system Land Banking, leasing, land consolidation, role of the private sector and public private partnership etc. The consultant will also be required to suggest scientific improvements in Land Information System with particular reference to technology support including GIS based and Multi Criteria Decision Analysis (MCDA) approaches.

(b) Housing Production (Construction Sector)

The consultant will provide policy frame works and suggest strategies to strengthen housing production.

(c) Housing Finance

The consultant would be required to analyze existing Housing Finance Market, with details of facilities extended by all the Banks/Financial Institutions/Specialized housing finance institutions, with respect to Finance Limit, Tenure, eligibility criteria, documentation, and collateral/securities required for availing the housing finance facilities. Consultant would submit formal proposals towards making Housing Finance practically accessible & affordable to the masses in general and low income groups in particular. Consultant would be suggesting a housing finance system can provide help to convert the massive housing need in the province to effective housing demand through long-term mortgage finance and short- to medium-term housing improvement loans, role of public sector and private banks, leasing companies etc.

(d) Katchi Abadis, Squatter Settlements and Slums

The consultant would be required to conduct a thorough study/analysis of urban slums and squatter settlements, review of laws relating to regularization of Katchi Abadis/ squatters and urban habitations by various agencies under different laws and suggesting policy parameters and develop strategies for removal / redevelopment or up-gradation of the slum areas.

The consultant will suggest re-settlement plans for people living over embankments of canals/ rivers and other hazardous locations, also the consultant will collect data of unauthorized settlements emerged after 23rd March 1985 and suggest plans to regularize these settlements.

(e) Planning, Building and Zoning Regulations

The consultant will suggest possible parameters for preparation & updation of Planning, Building, and Zoning codes/ Regulations, acceleration of occupancy and construction of already developed housing schemes and to propose legal framework to curb speculation of land prices especially for lower income groups.

(f) Construction Services, Building Materials, Construction Technology, and Research & Development

The consultant will be required to analyze construction services, and prepare a frame work for adaption of advanced building materials, modern construction technology, safety & management, training of labor and to promote further research and development activities. The consultant will also explain adoption of specific technologies for production of housing for lower income groups and formulate integrated constructions approaches. The consultant will make suggestions for public private partnership and promotion of private sector in formal and informal housing sector.

(g) Low Income, Low Cost, Rural Housing, and Suburban Housing

The consultant will be required to prepare a comprehensive mechanism and suggest possible strategies to implement the proposed policy regarding low cost and rural housing. The consultant will be required to suggest effective & efficient model (s) for Low Cost Housing. The consultant will be required to analyze suburban housing, and various Government of Sindh initiatives on low income housing including “Benazir Basti” and “Benazir Bhutto Townships”. The consultant will also make suggestions for development of the following:

- i) Agro-vils in each tchsil headquarter with all basic amenities
- ii) Agro-based industrial estates and their labour housing colonies in the vicinity of each district and Tehsil headquarters of Sindh with all basic amenities

(h) Rental Housing

The consultant would be required to study existing and past trends by-laws, regulations pertaining to rental housing in the province. The consultant will suggest possible strategies to promote and regulate rental housing in urban centers of the province.

(i) Real Estate Management

The consultant will be required to review Real Estate Business Sector and suggest comprehensive proposals for Real Estate Management in particular reference to the following areas of importance.

- Regulating Real Estate Business
- Taxing Real Estate Business Incomes

- Property Taxes – Review & Realistic Revision
- Regulating Prices of Housing Units
- Stamp Duty – Review & Realistic Revision

(j) Infrastructure Development

The consultant will be required to suggest suitable strategies to ensure timely availability of trunk infrastructure and to improve quality of infrastructure within the planned areas, In order to ensure creation of a healthy and live able environment. Improvement of rural basic infrastructure will also be taken into account.

(k) Environmental Considerations

The consultant would be required to carry out the overview regarding environmental issues related to the housing sector, such as environmental friendly and construction materials etc. The consultant will also be required to suggest measure for solid waste management for all residentiary uses and related land uses of amenities, commercial and industrial areas.

(l) Development of Intermediate and Secondary Towns.

In order to ensure that the development activity spreads throughout the province, employment opportunities are available to the rural and suburban population close to home and to reduce pressures on the urban centers, it is absolutely necessary that steps are taken by the Provincial Government to develop satellite, intermediate, secondary and industrial towns. The consultants are required to prepare a policy framework for development of secondary cities of the Sindh.

(m) Role of Women and Community Participation

The consultant is required to prepare policy parameters and suggest strategies for effective women and community empowerment and involvement in decision making for housing sector, as well as the measures for public awareness and behavior, communication change (BCC) in decision making for housing and all other urban/ rural sector.

(n) Urban Renewal Program

The consultant would be required to propose parameters for urban renewal practice in highly congested cities of Sindh. These parameters would be set out for urban renewal of CBD areas and congested residential areas of cities separately. For CBD areas or core areas, way and means to be suggested for decongestion and revitalization by decentralization of financial district and proposing new urban centres, for other congested residential areas and slum areas suggestions to be made for slum clearance and urban renewal of the area.

(o) Introduction of Seismic and Building Energy Provisions

The consultant should propose strategies to introduce and implement seismic and building energy codes and provisions to ensure their application in housing sector to prevent disaster risks.

(q) Implementation

The consultant will be required to propose an implementation framework in order to implement the housing policy and propose measures for its effective accomplishment in a planned and coherent manner. This may include but not limited to the following:

- Implementation strategy
- Institutional reforms
- Regulatory Framework/Mechanism

(r) Monitoring and Evaluation

The consultant will be required to prepare a comprehensive and well defined Monitoring & Evaluation framework for effective implementation of the Policy.

B. Team Composition and Job Description

i. Team Composition

S. No.	Position	Man Months
Design Staff		
1.	Team Leader / Lead Urban & Regional Planner/ Housing Specialist	4.0
2.	Housing Finance Expert (01 No.)	1.0
3.	Urban Planner (01 No.)	2.0
4.	Legal Expert (01 No.)	1.0
5.	Structure Engineer (01 No.)	2.0
6.	Support Staff (05 No.)	20.0
Total man months		30.0

ii. Qualification and job description for the Key Experts:

1) Team Leader:

Roles and Responsibilities:

- Overall management and supervision of the progress of the assignment
- Overall execution, conduct and monitoring of tasks as outlined in TORs
- Providing leadership and technical guidance to the team
- Timely production and submission of deliverables to the Client
- Mobilization of team and deployment of resources, necessary for accomplishment of the scheduled tasks
- Liaison with the client; and attendance of meetings and presentation
- Lead the team in Suggesting & preparation of the following
 - Land management mechanism
 - Parameters for Planning, building and zoning regulations
 - Low income, low cost, rural housing & suburban housing mechanism
 - Infrastructure development parameters
 - Parameters for development of intermediate & secondary towns
 - Community participation mechanism
 - Urban renewal, implementation and monitoring & evaluation mechanism
 - Finalization of Review of Past Trends, Policies, Development Strategies & Prevalent Conditions report
 - Finalization of Housing Policy document

Qualification and Experience: Graduate degree in Housing/ Urban & Regional Planning or any other relevant field with min 15 years' experience in regional economic policy making, urban planning and economic development, experience in multilateral or bilateral financed projects will be considered favorably, work experience in Sindh province preferred.

2) Housing Finance Expert

Roles and Responsibilities:

- Analysis of past and present Housing Finance Market, with details of facilities extended by all the Banks/Financial Institutions/Specialized housing finance institutions, with respect to Finance Limit, Tenure, eligibility criteria, documentation, and collateral/securities required for availing the housing finance facilities Evaluation of the strategies on the basis of the development objectives and criteria adopted.
- Analysis of the salient features of housing market and housing situation, in terms of supply-demand, future needs and policy implications
- To Prepare formal proposals towards making Housing Finance practically accessible & affordable to the masses in general and low income groups in particular
- To suggest a housing finance system that can provide help to convert the massive housing need in the province to effect housing demand through long-term mortgage finance and short- to medium-term housing improvement loans, role of public sector and private banks, leasing companies etc.
- To suggest policy parameters pertaining to Katchi Abadis, low income housing, rental housing, real estate management

Qualification and Experience: Degree in Economics/ Finance with at least 5 years experience in Housing finance.

3) Legal Expert:

Roles and Responsibilities:

- Study and analyze all the Acts and Ordinances pertaining to urban planning, development and projects appraisal and implementation to ascertain legal basis of undertaking planning exercise and its approval and implementation by the relevant authorities
- Based on analysis and understanding of present role and institutional setup of various agencies and bodies concerned with planning and development controls, devise a realistic Institutional Setup to guide the implementation of the Development Master Plans
- Provide support to other team experts in legal issues pertaining to their respective fields such as, land management, Katchi Abadis, planning, building & zoning regulations, real estate management, urban renewal and implementation etc.

Qualification and Experience: Degree in Law ;7 years' work experience, should have in depth

knowledge of regulatory regime pertaining to urban planning, development and environment including knowledge of roles of local, provincial and federal governments / government agencies in development planning and implementation.

4) Urban Planner/Housing Specialist

Roles and Responsibilities:

- Review of the past and present trends, policies, and plans pertaining to housing sector
- Analysis of the salient features of housing market and housing situation, in terms of supply-demand, future needs and policy implications
- Evaluation of the strategies on the basis of the development objectives and criteria adopted
- Analysis of the salient features of housing market and housing situation, in terms of supply-demand, future needs and policy implications
- Analysis of the low income housing in greater detail emphasizing on location, housing finance arrangements and proliferation of Katchi Abadis, including a strategy for up gradation / rehabilitation of Katchi Abadis and slum areas
- Assist the team leader in following
 - Suggesting parameters for Planning, building and zoning regulations
 - Suggesting Low income, low cost, rural housing & suburban housing mechanism
 - Suggesting Infrastructure development parameters
 - Suggesting parameters for development of intermediate & secondary towns
 - Suggesting community participation mechanism
 - Suggesting urban renewal, implementation and monitoring & evaluation mechanism
 - Finalization of policy document

Qualification and Experience: Degree in City & Regional Planning with at least 5 years field experience in urban and regional development planning and housing.

5) Structure Engineer

Roles and Responsibilities:

- Analyze construction services, and prepare a frame work for adaption of advanced building materials, modern construction technology, safety & management, training of labor and to promote further research and development activities.
- Suggest adoption of specific technologies for production of housing for lower income groups and formulate integrated constructions approaches
- Analyze environmental issues related to the housing sector, such as environmental friendly and construction materials etc.
- Provide technical recommendations to meet the legal, social and health requirements related to housing
- Assist other team experts to suggest parameters for planning, building & zoning regulations, introduction of seismic and building energy provisions

Qualification and Experience: Graduate in civil engineering or related field; minimum of 10 years' experience in housing/ construction including experience in multilateral or bilateral financed projects.

C. Reporting Requirements and Time Schedule for Deliverables

S. No.	Deliverables	Time Schedule
1	Inception Report	0.5 Months after mobilization
2	Situation Analysis Report	02 Months after mobilization
3	Draft Policy Report	03 Months after mobilization
12	Final Policy Document	04 Months after mobilization

Section 6. Forms of Contract

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.

- (b) "Procuring Agency PA" means the implementing department which signs the contract
 - (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
 - (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
 - (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - (g) "Foreign Currency" means any currency other than the currency of the PA's country.
 - (h) "GC" means these General Conditions of Contract.
 - (i) "Government" means the Government of Sindh.
 - (j) "Local Currency" means Pak Rupees.
 - (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
 - (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
-

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
 - (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
 - (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
 - (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
 - (q) "In writing" means communicated in written form with proof of receipt.
- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.
- 1.3 Language** This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
 - 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.
- 1.7 Authorized Representa-** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the

- tives Consultant may be taken or executed by the officials specified in the SC.
- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption** If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.
- Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other

assignments or their own corporate interests.

- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.

- 3.6 Reporting Obligations** (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA** (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.
- 4.2 Removal** (a) Except as the PA may otherwise agree, no changes shall be made

and/or
Replacement
of Personnel

in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

- 5.1 **Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 **Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 **Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 **Security** The consultant has to submit bid security and the performance security at the rate mention in SC.
- 6.2 **Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with

Clause 2.4.

- 6.3 Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.5 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																		
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.																		
1.3	The language is English.																		
1.4	The addresses are: <table><tr><td>Procuring</td><td>Agency:</td></tr><tr><td>Attention:</td><td>_____</td></tr><tr><td>Facsimile:</td><td>_____</td></tr><tr><td>E-mail:</td><td>_____</td></tr><tr><td>Consultant:</td><td>_____</td></tr><tr><td></td><td>_____</td></tr><tr><td>Attention:</td><td>_____</td></tr><tr><td>Facsimile:</td><td>_____</td></tr><tr><td>E-mail:</td><td>_____</td></tr></table>	Procuring	Agency:	Attention:	_____	Facsimile:	_____	E-mail:	_____	Consultant:	_____		_____	Attention:	_____	Facsimile:	_____	E-mail:	_____
Procuring	Agency:																		
Attention:	_____																		
Facsimile:	_____																		
E-mail:	_____																		
Consultant:	_____																		

Attention:	_____																		
Facsimile:	_____																		
E-mail:	_____																		

{1.6} {The Member in Charge is [insert name of member]}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

1.8 *PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.*

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

Special Condition of Contract

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
 - (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.
- 2.2 The date for the commencement of Services is *[insert date]*.
- 2.3 The time period shall be *[insert time period, e.g.: twelve months, eighteen months]*.
- 3.4 The risks and the coverage shall be as follows:
- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
 - (b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;
 - (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
 - (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Note: Delete what is not applicable

{3.5 (c)} {The other actions are: *[insert actions]*.}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

{3.7 (b)} *Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:*

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.}

{The PA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

{5.1} *Note: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."*

6.1 Procuring Agency shall indicate bid security not less than 1% and above 5%
Performance security shall not exceed 10% of contract amount

6.3 The amount in Pak Rupees or in foreign Currency *[insert amount]*.

6.5 The accounts are:

for foreign currency or currencies: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

Note: This sample clause should be specifically drafted for each contract.

8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

Appendix A
(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE
ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES &
WORKS IN**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business

Contract

practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

.....

[Seal]

[Seal]

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PA's name]* ("the PA") having its principal place of business at *[insert PA's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. **Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
4. **Economic Price Adjustment** In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ---% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:
"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] *th* calendar month after the date of the Contract) by applying the following formula:

$$R_t = R_{t_0} \frac{I_t}{I_{t_0}}$$

where R_t is the adjusted remuneration, R_{t_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t_0} is the official rate of inflation for the month of the date of the Contract.”]

5. Project Administration

A. Coordinator

The PA designates Mr./Ms. [insert name] as PA’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

During the course of their work under this Contract the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA’s business or operations without the prior written consent of the PA.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and

Contract

software.

- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____