



REQUEST FOR PROPOSALS

(Financial Proposal)

SELECTION OF CONSULTANTS

FOR

**LAUNCHING, ADVERTISING, MARKETING, COST RECOVERY
& RECORD KEEPING ETC OF AFFORDABLE PUBLIC
HOUSING SCHEME COMPRISING OF HOUSING UNITS ON
120 & 200 SQ.YDS PLOTS (SINGLE & DOUBLE STORIED
ETC) TO BE CONSTRUCTED IN EARMARKED BLOCKS OF
HAWKS BAY SCHEME NO. 42, KARACHI**

March 2015

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FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

7th April 2015

To:

The Director (Land Management)

Lyari Development Authority,
Mezzanine Floor, Mashriq Centre,
Sir Shah Suleman Road, Karachi

Dear Sir:

We, the undersigned and offer to provide the consulting services for ***Launching, Advertising, Marketing, Cost Recovery & Record Keeping etc of Affordable Public Housing Scheme (APHS) comprising of housing units on 120 & 200 Sq. yds plots (single & double storied etc) to be constructed in earmarked Blocks of Hawksbay Scheme-42, Karachi*** in accordance with your Request for Proposal of 07-04-2015 and our Technical Proposal.

Our Marketing Consultancy Fee is% [in words] (.....) as per Financial Proposal, which is the fee for the rendered services in accordance with the Terms of Reference of the Assignment given under Section 5 of the Proposal Documents and will be paid out of the actual sale receipts/recoveries of the housing units.

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.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Stamp:

FORM FIN-2. SUMMARY OF COSTS

Item	Quoted Percentage (%-age)
<i>Marketing Consultancy for Launching, Advertising, Marketing, Cost Recovery & Record Keeping etc of Affordable Public Housing Scheme (APHS) comprising of housing units on 120 & 200 Sq. yds plots (single & double storied etc) to be constructed in earmarked Blocks of Hawksbay Scheme-42, Karachi as per T.O.R.</i>	%

We quote (words)% (percent) of the sale receipts (Occupancy Value) of housing units for Marketing Consultancy Assignment

(Note: Stamp duty and Taxes will be deducted progressively from each Running Account Bills of the rendered services)

(This RFP-Financial Proposal contain 04-pages)

**Director (Land Management)
Lyari Development Authority**

Authorized Signature of

Marketing Consultant [*In full and initials*]:

Name and Title of Signatory:

Name of Firm: Address:

Stamp



REQUEST FOR PROPOSALS
(Technical Proposal)

FOR

**LAUNCHING, ADVERTISING, MARKETING, COST RECOVERY & RECORD KEEPING
ETC OF AFFORDABLE PUBLIC HOUSING SCHEME COMPRISING OF HOUSING
UNITS ON 120 & 200 SQYDS PLOTS
(SINGLE & DOUBLE STORIED ETC)
TO BE CONSTRUCTED IN EARMARKED BLOCKS OF
HAWKS BAY SCHEME NO. 42, KARACHI**

March 2015

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Section-1 Letter of Invitation

Karachi, 7th April, 2015

M/s

Address:

1. Lyari Development Authority invites “Request for Proposal” (RFP) from Advertising & Marketing Firm(s)/Consortium/JV for ***Launching, Advertising, Marketing, Cost Recovery & Record Keeping etc of Affordable Public Housing Scheme (APHS) comprising of 120 & 200 Sq. yds housing units (single & double storied etc) to be constructed in various earmarked blocks of Hawksbay Scheme-42, Karachi.***
2. APHS will be a gated community scheme having all civic amenities and utility services, which will be constructed in various earmarked blocks of Hawksbay Scheme-42. The housing units will be offered for sale at predetermined prices by calling applications from prospective buyers (general public) through press and electronic media publicity. Application will be collected through designated bank branches for booking of housing units on *first-come-first serve basis* or through *computer ballot* in case the numbers of applications received exceeds numbers of housing units.
3. The well reputed Advertising & Marketing Firm(s)/Consortium/JV having minimum 15-year experience in Advertising & Marketing of successful real estate housing projects/schemes; holds valid registration of “All Pakistan Newspaper Society” (APNS) and accredited by “Pakistan Broadcasting Association” (PBA) are eligible to participate in RFP of the scheme only and provided they qualify eligibility criteria appended in the RFP-documents. ***The interested Firms /Consortium/JV shall provide valid certificate of registration with APNS and fresh letter of accreditation of PBA along with RFP. Failure to produce such certificate /letter will make RFP to be treated under automatic rejection.***
4. APHS will be launched through Advertising & Marketing Firm(s)/Consortium/JV finally selected / appointed under Rule-72 (1), Least Cost Selection Method upon evaluation as per Rule-46 (2), Procedures of open competitive bidding, Single Stage – Two Envelope Procedure of Sindh Public Procurement Regulatory Authority (SPPRA)-2010 and amended 2013.
5. The selected/appointed Firm/Consortium/JV for APHS shall have to arrange all requisite funds for launching of the scheme through advertising and marketing from its own resources, risk and cost without any burden/obligation what-so-ever on the part of LDA. In case, APHS could not attract the general public than all expenditure on launching, advertising and marketing is not reimbursable. The selected “Marketing Consultant” will be paid for rendered services at a percentage as quoted in their “Financial Proposal” out of the sale receipts/recoveries of the housing units only subject to successful launching of APHS.

6. The Advertising & Marketing Firm(s)/Consortium/JV should have clear track record of registration i.e never blacklisted during entire period of establishment.
7. The scope of services to be rendered by the selected Firm(s) / Consortium / JV shall commensurate but not limited to the extent of Section-9, Terms of Reference attached with Technical Proposal of the RFP of APHS. In nut shall they will be responsible to make all out efforts to make the sale of housing units successful at their risk and cost in order to achieve desire objective of early habitation of the Hawksbay Scheme-42.
8. LDA will endeavors all efforts in case of desire of additional information expeditiously (if available) but any delay in providing such additional information shall not be considered a reason for extension of submission date of RFP.
9. RFP-Documents will be treated as non-responsive and will not be considered for evaluation, if any of the requisite information is left blank/omitted or not compiled with and in the case the RFP shall be treated under automatic rejection.
10. Marketing contract for APHS will commensurate with completion of construction of APHS, which is extendable with mutual consent of the parties.
11. To enable interested Firms/Consortium/JV to submit a RFP-Documents, the following information are provided for the purpose:-

- | | |
|-------------------|---|
| Section-1 | LETTER OF INVITATION |
| Section-2 | INSTRUCTIONS TO CONSULTANTS & DATA SHEET |
| Section-3 | TECHINCAL PROPOSAL-Standard Forms |
| Section-4 | PARTICULARS OF FIRM |
| | (A) FIRM'S PROFILE |
| | (B) PROFESSIONAL STANDING OF THE FIRM |
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| Section-5 | EVALUATION CRITERIA FOR RFP |
| Section-6 | (I) GENERAL CONDITIONS OF CONTRACT |
| | (II) SPECIAL CONDITIONS OF CONTRACT |
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| Section-8 | CONTRACT |
| Section-9 | TERMS OF REFERENCE |
| Section-10 | LOCATION PLAN OF HAWKS BAY SCHEME-42 |
| Section-11 | FINANCIAL PROPOSAL-Standard Forms |
| | (To be filled in and submitted in a separate envelope) |

12. RFP-documents (Technical & Financial Proposals) of APHS may be obtained from the Office of the Lyari Development Authority situated at 1st Floor, Apollo Center, Near Bahria University, Main Dalmia Road, Karachi, upon written request by 03 -04-2015 during office working hours on payment of Rs. 2000/- (Rupees Two Thousand Only) (non-refundable) in shape of Pay Order from any schedule bank in favor of Lyari Development Authority.
13. RFP-Document of APHS should be submitted in a sealed envelope to reach the Office of the Lyari Development Authority situated at 1st Floor, Apollo Center, Near Bahria University, Main Dalmia Road, Karachi by 07-04-2015 upto 12 noon and the same will be opened at 1 pm on the day at the venue. No RFP-Document will be accepted after expiry of deadline submission date and time.
14. In order to familiarize yourself with the scheme and to assess the extent of services to be provided by your firm, you may visit the Office of the Director (Land Management), LDA, Mezzanine Floor, Mashriq Centre, Sir Shah Suleman Road, Karachi during convenient hours of working days and also encourage to visit the scheme area. However, it should be clearly understood that no cost incurred for collection of preliminary information and site visit and preparation of RFP-document will be reimbursable.
15. LDA will endeavor all efforts in case of desire of additional information expeditiously (if available) but any delay in providing such additional information shall not be considered a reason for extension of submission date of RFP.
16. Marketing contract for APHS, Hawksbay, Scheme-42 will be for 05-years extendable commensurate with the construction period of APHS therefore extendable accordingly upon mutual consent of the parties.
17. Failure to provide complete information and absence of relevant experience of project(s) /scheme(s) of similar nature and requisite financial capability duly supported with the documentary evidences will make the RFP to be treated under automatic rejection.
18. The interested Marketing Consultants shall refer "DATA SHEET" with due diligence while completing the RFP.
19. RFP-Document is prepared based on the guidelines of SPPRA-Rules 2010 and amended 2013. In case there appears any discrepancy/deviation therein; the upto date SPPRA-Rules will prevail.

Director (Land Management)
Lyari Development Authority

Section 2. Instructions to Consultants

1- 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 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 consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
	2.2 The eligible Consultants (shortlisted if so) 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, he selection process for such assignment, or 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
	(iii) Their employment would not give rise to any conflict of interest.
4. Fraud and Corruption	<p>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:</p> <p>“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;</p> <p>Under Rule 35 of SPPR2010, “The PA can inter-alia 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”.</p>

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(Annex- A)
6. Eligible Consultants	6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 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.
7. Eligibility of Sub- Consultants	A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.
8. Only one Proposal	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 & shall not exceed five percent of bid 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, <i>inter alia</i> , 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 03-years (PA may give number of years as per their requirement) years
	(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 Sindh Sales Tax Service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax

16. Submission, Receipt, and Opening of Proposals	16.1 Proposal shall contain no interlineations or overwriting. 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 dispatch 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 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: (LCS , QCBS, and Fixed Budget Selection Methods Only)
	18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying mark 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 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. Copy of the record shall be sent to all Consultants.
	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 In case of Least Cost Selection LCS Method , the bid found to be the lowest evaluated bid shall be accepted.
	19.4 In case of Quality and Cost Based Selection QCBS Method 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.
	19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

<p>20. Negotiations</p>	<p>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.</p>
<p>21. Technical Negotiations</p>	<p>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.</p>
<p>22. Financial Negotiations</p>	<p>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 11 (i.e. Financial Proposal - Standard Forms of this RFP.</p>
<p>23. Availability of Professional staff/experts</p>	<p>23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA 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.</p>

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.

DATA SHEET

1.1	Name of the Assignment is: <i>RFP for Launching, Advertising, Marketing, Cost Recovery & Record Keeping etc of Affordable Public Housing Scheme” (APHS) comprising of housing units on 120 & 200 Sq. yds plots (single & double storied etc) to be constructed in earmarked Blocks of Hawksbay Scheme-42, Karachi.</i> Name of the PA’s official (s): <i>Director (LM), LDA</i> Address: <i>Mezzanine Floor, Mashriq Centre, Sir Shah Suleman Road, Karachi</i> Telephone: 9221-99230985, Facsimile: 9221-9923.
1.2	Selection method <i>Rule-72 (I), Least Cost Selection Method, SPPRA-2010 & amended upto date</i>
1.3	Financial Proposal to be submitted together with Technical Proposal: <i>Yes (separate envelope)</i>
1.4	PA will provide the following inputs and facilities: <i>Layout Plans, Typical Floor Plans, Elevations, Specifications & Ancillary details of proposed housing units</i>
1.5	Proposal submission address is: <i>Office of the Lyari Development Authority situated at 1st Floor, Apollo Center, Near Bahria University, Main Dalmia Road, Karachi</i> Proposals must be submitted no later than the date and time: 07-04-2015 at 12.00 non and will be opened on 1 pm after proposals submission time on the date.
1.6	Expected date for commencement of consulting services: <i>May, 2015</i>
5.1	Consultant undertake to sign Integrity Pact for procurement estimated to exceed Rs.2.5 million
6	The well reputed Advertising & Marketing Firm(s)/Consortium/JV having minimum 15-year experience in Advertising & Marketing of successful real estate housing projects /schemes; holds valid registration of “All Pakistan Newspaper Society” (APNS) and accredited by “Pakistan Broadcasting Association” (PBA) are eligible to participate in RFP of the scheme only and provided they qualify eligibility criteria appended in the RFP-documents. <i>The interested Firms /Consortium/JV shall provide valid certificate of registration with APNS and fresh letter of accreditation of PBA along with RFP. Failure to produce such certificate /letter will make RFP to be treated under automatic rejection. However, Advertising & Marketing Firm(s) may associate with other firms.</i>
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	Consultants shall submit required bid security Rs. 10.00 million along with Financial Proposal defined in the data sheet (which shall not be less than one percent & shall not exceed five percent of bid amount)
10.1	Clarifications may be requested not later than <i>five</i> days before the submission date. The address for requesting clarifications is: <i>Office of the Lyari Development Authority situated at 1st Floor, Apollo Center, Near Bahria University, Main Dalmia Road, Karachi</i> Facsimile: 9221-9230985

11.2	The estimate number of professional staff months to be deployed or the budget required for execution of the assignment is at the sole discretion of the “Marketing Consultant”, since APHS is a self-financing scheme. Therefore, the selected “Marketing Consultant” shall have to arrange seed money and necessary funds for launching of the scheme at its own risk and cost without any burden/obligation what-so-ever on the part of LDA. The selected/appointed “Marketing Consultant” will be paid for the rendered services for the scope of services contained in T.O.R (Section 5) inclusive of incidental and ancillary items payable at a percentage (%-age), as quoted in their “Financial Proposal” out of the actual sale receipts/recoveries of Occupancy Value etc of the housing units only.
12	The Proposals, 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	The format of the Technical Proposal to be submitted is: <i>The interested Consultant(s) shall strictly format of FTP, Data Sheet & Terms of Reference etc.</i>
13.1	Eligibility, Responsiveness & Qualification Criteria: Will be evaluated as per Criteria <i>No.6 appended in Data Sheet & Section-5 “EVALUATION CRITERIA FOR RFP”</i>
13.2	Training is a specific component of this assignment: <i>No</i>
14.1	The selected Firm(s)/Consortium/JV shall quote a percentage (%) of sale receipts in the “Financial Proposal” for the scope of services contained in Terms of Reference attached as Section-9 of the RFP, which will be paid out of the actual sale receipts/recoveries of the housing units only to the extent of rendered services.
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: <i>Yes</i>
16.3	Consultants to state local cost in the national currency only): <i>Yes</i>
16.2	Consultant must submit the original of the Technical Proposal and the original of the Financial Proposal: <i>in separate envelopes clearly depicting Technical Proposal & Financial Proposal</i>
20.1	Expected date and address for contract negotiations: <i>May, 2015 in the Committee Room, 1st Floor, Apollo Centre, Near Bahria University, Karachi</i>
24.2	Marketing Consultant shall submit a Pay Order of Rs.10.000 million of any schedule Bank in the name of LDA as a Bid Deposit as the cost of consultancy is not determinable at this stage being dependent on the housing units booked. Bid Security will be adjustable against Performance Surety/Guarantee deductible @ 05% from each Running Account Bill of the rendered services in accordance with the TOR of Consultancy Services (Section-9 of RFP). Marketing Consultant may provide 05% of Performance Surety/Guarantee valid beyond one year of completion of assignment date of the progressive consultancy billing amount on bill to bill basis from any schedule bank. PA may release part amount of Performance Security/Guarantee upon satisfactory completion of assignment on yearly basis after retaining 1/4 of deducted amount of the period, which will be released after completion of the assignment. Bid Deposit of unsuccessful Consultants will be returned on award of Consultancy services, which may take considerable time.

Section-3. Technical Proposal - Standard Forms

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

Form TECH-2. Consultant's Organization and Experience

A - Consultant's Organization

B - Consultant's Experience

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

B - On Counterpart Staff and Facilities

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignments

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7. Staffing Schedule¹

Form TECH-8. Work Schedule

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

Karachi,

-2015

To:

The Director (Land Management)

Lyari Development Authority,
Mezzanine Floor, Mashriq Centre,
Sir Shah Suleman Road, Karachi

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***Launching, Advertising, Marketing, Cost Recovery & Record Keeping etc of Affordable Public Housing Scheme” (APHS) comprising of housing units on 120 & 200 Sq. yds plots (single & double storied etc) to be constructed in earmarked Blocks of Hawksbay Scheme-42, Karachi*** in accordance with your Request for Proposal dated - - 2015 and our Proposal. We are hereby submitting our Proposal, which includes this Technical

Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated/consortium consultant]*

1.

2.

3.

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 Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

Stamp

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

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.*

Section 3. Technical Proposal - Standard Forms

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of	Firm	Area of	Position	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: _____

**11. Detailed Tasks Assigned
Capability to**

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates

Handle the Tasks Assigned

[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.]

Name of assignment or project: _____

Year: _____

Location: _____

PA: _____

Main project features: _____

Positions held: _____

Activities performed: _____

12. 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.

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE

N°	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°	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 PARTICULARS OF FIRM

(To be filled by the Interested Marketing Consultant Firm/Consortium)

(A) PARTICULARS OF FIRM

1. Name of the Firm _____
(IN BLOCK LETTERS)
2. Full name of the Managing Partner /
Partners or Managing Director / Chief _____
Executive/ Chairman if the applicant
Is a firm or a limited concern. _____
C.N.I.C.No. _____
- 3- Permanent registered office with address. _____
- 4- Telephone number _____
Fax _____
Email _____
- 5- Title of firm _____
6. Sole proprietor,
Partnership _____
Any other specify _____

Provide Affidavit if working with partner Consortium/ Joint Venture with any firm(s)

- Name i: _____
Name ii: _____
Name iii: _____

FIRM'S PROFILE

Please specify whether the Firm(s)/Consortium/JV hold valid registration of "All Pakistan Newspaper Society" (APNS) & valid accreditation of "Pakistan Broadcasting Association" and have vast experience of the public sale project(s)/scheme(s). If yes, please enclose copies of valid registration certificates of the Firm(s)/Consortium(s)/Joint Venture along-with list of all other organizations with whom registered and Affidavit(s) for formation of Consortium(s)/JV-partner(s) for APHS (attach proof of valid registration of APNS and a fresh letter of PBA conforming accreditation). Failure to produce such certificate/letter will make Request for Proposal liable under automatic rejection.

Seal Marketing Consultant	Name	Designation	Signature
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(B) PROFESSIONAL STANDING OF THE FIRM

I- Give detail of Staff / Establishment including Curriculum Vitae (CV) of key professional staff as per specimen (use separate sheets if needed) in permanent employment of the firm / consortium / joint venture for the last one to ten years.

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

S.No.	Name	Designation	Qualification	Date of Appointment

II- DETAILS OF ADVERTISING OF SIMILAR NATURE OF ASSIGNMENT UNDERTAKEN / IN HAND OF THE FIRM /CONSORTIUM/JV DURING LAST 20 YEARS HAVING VALUE OF PKR 1 BILLION & ABOVE

S. No	Title	General Description of work	Value of Contract (Sale Value) Rs.in Million	Date	Department / Organization to whom consultancy services were provided by the firm / consortium	Govt. / Private

III- DETAILS OF ADVERTISING OF SIMILAR NATURE OF ASSIGNMENT UNDERTAKEN / IN HAND OF THE FIRM /CONSORTIUM/JV DURING LAST 05 YEARS HAVING VALUE OF PKR 1 BILLION & ABOVE

S. No	Title	General Description of work	Value of Contract (Sale Value) Rs.in Million	Date	Department / Organization to whom consultancy services were provided by the firm / consortium	Govt. / Private

Seal of the Marketing Consultant

Name

Designation

Signature

(C) FINANCIAL STANDING OF THE FIRM / CONSORTIUM / JV

Applicants, including each partner of Consortium/JV (joint venture) shall provide financial information to demonstrate that they have the ability to take the assignment of marketing consultancy to the satisfaction of the Employer. Each applicant or partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of audited balance sheets of past five years should be attached with the EOI-documents

Banker	Name of Banker		
	Address of Banker		
	Telephone	Contact Name and Title	
	Fax	Telex	

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the previous five years, based upon known commitments, projected assets and liabilities in Pak Rupees equivalent for the next two years

Financial information in Pak Rs. or equivalent	Actual: previous five years					Projected: next two years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							
7. Annual Turnover							
8. Average Annual Turnover							

Attach audited financial statements for the last five years (for individual applicant or each partner of consortium/ joint venture). Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.

Seal of the Marketing Consultant

Name

Designation

Signature

(D) PARTICULARS

S.No.	Particulars/Documentation	
1	Income Tax Registration No.	
2	Date of Establishment	
3	Attach income tax statement for last 3 years.	
4	Provide proof of credibility limit from the bank	
5	Provide a letter from bank stating financial soundness & credit worthiness.	
6	Provide attested copy of bank statement showing last 6 months transactions.	
7	Audited Balance Sheet.	

(E) CURRICULUM VITAE (CV) OF KEY PERSONAL

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

Seal of the Marketing Consultant

Name

Designation

Signature

SECTION-5 EVALUATION CRITERIA FOR RFP

S.No	Description	Max. Points
I	No. of Advertised Real Estate Project(s)/Scheme(s) over past 15-years with a value of Rs. 1 Billion and above (10-points/project or scheme)	100
II	No. of Marketed Real Estate Project(s)/Scheme(s) over past 15-years with a value of Rs. 1 Billion and above (10-points/project or scheme)	100
III	PROFESSIONAL STAFFING HAVING RELEVANT EXPERIENCE List professional and other staff qualification wise in employment for last five years duly supported with proof of employment with the firm/consortium/JV through production of copies of Income Tax filed on their behalf by the firm/consortium/JV. The criteria for assigning points shall be for Master Degree 10-Points, Bachelor Degree 10-Points, Computer Operator 08-Points, Intermediate 05-Points, Metric 02-Points & Ancillary Staffing 05-Points. Maximum twice the assigned points given in case more than two professionals and/or staff holding same qualification and experience.	80
IV	INHOUSE FACILITIES i. Creative & Designing work of project(s)/housing scheme(s) 20-Points ii. BTL (below the line) facility for advertising 20-Points iii. Audio Visual Production & Editing 20-Points	60
V	FINANCIAL CAPABILITY 1 Average Annual Turnover of last 05-years i Rs.100 Million and above 10-Points ii Below Rs.99.999 Million 05-Points 2 NTN Certificate 07-Points 3 Audited Account for last 05-years 08-Points 4 Banker Certificate (financial soundness & credit worthiness) 10-Points	40
VII	Adequacy of the Proposed Methodology in responding T.O.R 20-Points Technical approach and methodology 20-Points Work plan 10-Points Organization & Staffing 20-Points	70
VIII	General qualifications 10-Points Adequacy for the assignment 06-Points Experience in region and language 04-Points	20
IX	TOTAL POINTS (I to VIII)	370

Minimum Qualifying Points is 75% of 370-Points i.e 277-Points

Seal of the Marketing Consultant

Name

Designation

Signature

Section-6 (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.

1.2 Law Governing Contract

- (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.

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 to a person to an authorized representative of the Party to whom 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 Representatives Any action required or permitted to be taken, and any document required permitted to be executed under this Contract by the PA or the 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 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

A. If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers have 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.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants are found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 1.9 B Sub-Para (a) and (c).

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 and/or Replacement of Personnel**
- (a) Except as the PA may otherwise agree, no changes shall be made 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.

Section-6, (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
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1.1	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
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1.3	The language is English.
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1.4	The addresses are:
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Procuring Agency: *Lyari Development Authority*

Attention: *Director (LM), LDA*

Address: *Mezzanine Floor, Mashriq Centre, Sir Shah Suleman Road, Karachi*

Facsimile: 9221-9923

E-mail:

Consultant:

Attention:

Address:

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: **Director (LM), LDA.**

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:

- (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 *[May,2015]*.

2.3 The time period shall be 60-months extendable to further 60-months upon mutual consent.

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.

3.5 (c) The other actions are:

i *Establishment of fully furnished Project Office duly equipped with sufficient Staff, Computers, furniture, fixtures, fax machine 03-Nos. and branded laptops (03-Nos.), required stationery (time to time), telephone lines (6-Nos.) and 24 hours internet facility located preferably in the vicinity of Sharea Faisal/Main University Road/Civic Centre /Rashid Minhas Road, Karachi upon obtaining approval of LDA, which may be established in owned or rented multistory building or preferably in a bungalows on 800 to 1000 sqyd plot having accommodation of 12 to 16 rooms, kitchens, ample car parking space within and outside for use of Staff & Officials of LDA & Marketing Consultant. Consultant is bound to bear all expenses in this regard out of seed money, which includes but not limited to a monthly rents, utility and telephone charges etc. including janitorial services during contract period and/or extend period, which shall be deemed to be included in the percentage quoted in the Financial Proposal.*

ii *Marketing Consultant shall provide brand new with CNG facility 02-Nos., 1300 CC, GLI-Toyota Corolla (fully loaded air-conditioned) and 02-Nos., Honda Motorcycles CD-70 for use of LDA officials and shall bear all expenditure towards purchase, registration (in the name of LDA), comprehensive insurance and undertaking quarterly services including supply of fuel upto 300-litre/vehicle/day and 20-litre/motorcycle /day during contract period within 15-days of award of the contract.*

3.7 (b) *There is a restriction on the future use of these documents by either Party. The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.*

5.1 *Not Applicable*

6.1 Procuring Agency shall indicate Bid Security:

Marketing Consultant shall submit a Pay Order of Rs.10.000 million of any schedule Bank in the name of LDA as a Bid Deposit as the cost of consultancy is not determinable at this stage being dependent on the housing units booked. Bid Security will be adjustable against Performance Surety/Guarantee deductible @ 05% from each Running Account Bill of the rendered services in accordance with the TOR of Consultancy Services (Section-9 of RFP). Marketing Consultant may provide 05% of Performance Surety/Guarantee valid beyond one year of completion of assignment date of the progressive consultancy billing amount on bill to bill basis from any schedule bank. PA may release part amount of Performance Security/Guarantee upon satisfactory completion of assignment on yearly basis after retaining 1/4 of deducted amount of the period, which will be released after completion of the assignment. Bid Deposit of unsuccessful Consultants will be returned on award of Consultancy services, which may take considerable time.

6.5 The accounts are: local currency: Pak Rupees

Payments shall be made according to the following:

Marketing Consultant will be paid for the rendered services for the scope of services contained in T.O.R (Section 5), other incidental and ancillary services at a percentage (%) of sale receipts; as quoted in the “Financial Proposal”; out of the actual sale receipts/recoveries of Occupancy Value of the housing units only. collected from time to time basis.

8.2 Disputes shall be settled by complaint Redressal Committee define in SPPR 2010 or through Arbitration Act of 1940.

Section-7 INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

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

..... [name of Consultant] 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 /Consultant] 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/Consultant] 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/ Consultant] 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/ Consultant] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business 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/Consultant:	Name of Seller/Consultant
Signature:	Signature:
[Seal]	[Seal]

Section-8 CONTRACT

THIS CONTRACT (“Contract”) is entered into this _____ - _____ - 2015 by and between Lyari Development Authority (“the PA”) having its principal place of business at 4th Floor, Civic Centre, Gulshan-e-Iqbal, Karachi, and [insert Consultant’s name] (“the Consultant”) having its principal office located at [insert Consultant’s address].

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 “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 01st Dec. 2014 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 TOR (Annex A), the PA shall pay the Consultant an amount not to exceed a% (percent) of sale receipts; as quoted in the “Financial Proposal”. 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 Pak Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4 subject to availability of funds in scheme account.

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 [10%] ----% 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 13th calendar month after the date of the Contract) by applying the following formula:

$$R_I = R_{I_0} \times \frac{I_I}{I_{I_0}}$$

where R_I is the adjusted remuneration, R_{I_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_I is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{I_0} is the official rate of inflation for the month of the date of the Contract."]

5. Project Administration

A. Coordinator

The PA designates Director (LM), LDA 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. Consultant may retain a copy of such documents etc.

- 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: _____

Section-9 Terms of Reference

- 1- The units will be offered for sale at predetermined prices through calling applications from prospective buyers (general public) via mass press, electronic and other media publicity, where bungalows will be booked/allotted on *first-come-first serve basis* or through *computer ballot* in case the numbers of applications received exceeds numbers of housing units.
- 2- The selected “Marketing Consultant” shall have to arrange seed money and all funds required for launching, advertising, record keeping, establishment of project office etc at its own risk and cost without any burden/obligation what-so-ever on the part of Lyari Development Authority (LDA).
- 3- Advertising, Marketing/Sale of housing units shall be done by the selected/appointed Marketing Consultant through arranging seed money from its own resources. However, the Consultant will be paid for the rendered services on account of the assignment of consultancy services out of the receipts of the housing units of the scheme collected from time to time on the basis of the percentage rate quoted in the Financial Proposal.
- 4- The scope of the services of the selected firm for APHS includes but not limited to:-
 - i. To prepare, publish and arrange application forms, advertising and promotional materials inclusive of promotional floor plans and elevations, booking schedules, brochures, leaflets, banners, hoardings and other display tools for publication in print, electronic and other media’s for vast publicity of the scheme to ensure sale of the housing units at the predetermined prices of LDA.
 - ii. To prepare and provide all tools for all sorts of electronic publicity (Radio & TV etc) for airing on leading AM & FM radios, local and foreign TV channels all over Pakistan.
 - iii. To arrange booking of housing units through its own/overseas representatives in Middle East, Europe & USA etc.
 - iv. To prepare and provide all material and arrange electronic publicity (Cable TV commercials etc) in all major cities.
 - v. To establish fully furnished functional spacious APHS office(s) including its janitorial services, stationery, computers, laptops, telephone (mobiles/landlines) at an appropriate and easy accessible location(s) in Karachi with the consultation of LDA.
 - vi. To arrange record keeping of the scheme at the record room established in the APHS office(s).
 - vii. To arrange further periodical advertising and marketing campaigns for sale of the housing units during the contract period under the instructions of LDA. The expenditure shall deemed to be included in the percentage as quoted in the Financial Proposal.
 - viii. Design mass media campaigns for all medias i/c press and electronic to attract public in need of housing.
 - ix. Design and print files, stationery and other allied material for booking/sale & recoveries etc.
 - x. Design, prepare and print Application Forms, Payment Schedules, Terms & Conditions of Booking /Allotment of the housing units.

- xi. Procedures for record keeping and transfer of housing unit(s) will be similar to that being practiced by the Defence Housing Authority (DHA) for plots with appropriate modifications to suit the requirements.
- xii. Liaison and coordination with the designated Bank & LDA at the time of launching of scheme and thereafter.
- xiii. Computerized APHS record and make subsequent recoveries of APHS accordingly.
- xiv. Prepare and print all requisite documents {(Allotment Orders, Possession Orders, Site Plans (if required) and Acknowledgement of Physical Possessions)}.
- xv. Launching of APHS at predetermined estimated prices of housing units exclusive of associated costs (Electricity, Gas & ODC etc). The tentative prices of the units as worked out by the Technical Consultant of the scheme are as follow:-

Plot Size (Sq. Yds)	Type of Housing Unit	Built-up Area (Sft)	Total Cost (Pak Rupees) approx..
120	Single	815	37,00,000/-
120	Double	1280	55,00,000/-
200	Single	1215	54,00,000/-
200	Double	1930	93,00,000/-

- xvi. Rendering all services for transfer of housing units plots with due diligence in a transparent manner as per standard practices on the pattern of Defence Housing Authority (DHA), which includes but not limited to computerized of record, keeping record of all transactions, taking finger prints and photographs etc compete and any other things/service etc deemed necessary for successful launching of the scheme and satisfactory completion of the assignment/consultancy.
- 20. Marketing Consultancy Contract for APHS will be for 05-years extendable commensurate with completion of the scheme or to further period of 05-years with mutual consent of the parties.
- 21. RFP-Documents are prepared based on the guidelines of SPPRA-Rules 2010 and its subsequent amendments. In case there appears any discrepancy/deviation therein; the upto date SPPRA-Rules will prevail.

8-A Marketing Consultant shall also responsible to manage entire activities like:

- i. Collection of application form through Bank, arrange ballots of housing units preferably through NADRA (in case the number of application exceed the number of planned housing units).
- ii. Keeping proper record /files of individual allottees.

- iii. Time to time correspondence with allottees on obtaining approval from LDA.
- iv. Ensuring collection of subsequent installations of Occupancy Value, System Development Charges and Other Charges/Fees etc (even if levied afterwards by Competent Authority).
- v. Marketing Consultancy is on self-finance basis, which shall be carried out since preliminary proceeding till entire recovery of the housing unit(s) within contract period.
- vi. Consultant shall be responsible to appoint sufficient competent staff having requisite experience in the field of advertising and marketing to carry out the services defined in TOR.
- vii. Any other condition/suggestions to be specified by LDA.

8-B Reporting Requirements.

- i. Fortnightly & Monthly verified Cost Recovery Statement-Headwise (5-Copies).
- ii. Any other reports as deemed necessary by the Consultant (5 copies)

8-C Additional Tasks.

- i. The validity and credence of the Marketing Consultant will be established through its registration in accordance with the given law and its proposed staff deployment on the assignment.
- ii. Marketing Consultant shall have exposure of similar projects both at home and/or abroad.
- iii.
- iv. LDA reserved the right to accept or reject any or all the proposal without any assigning any reason under SPPRA Rules-2010.

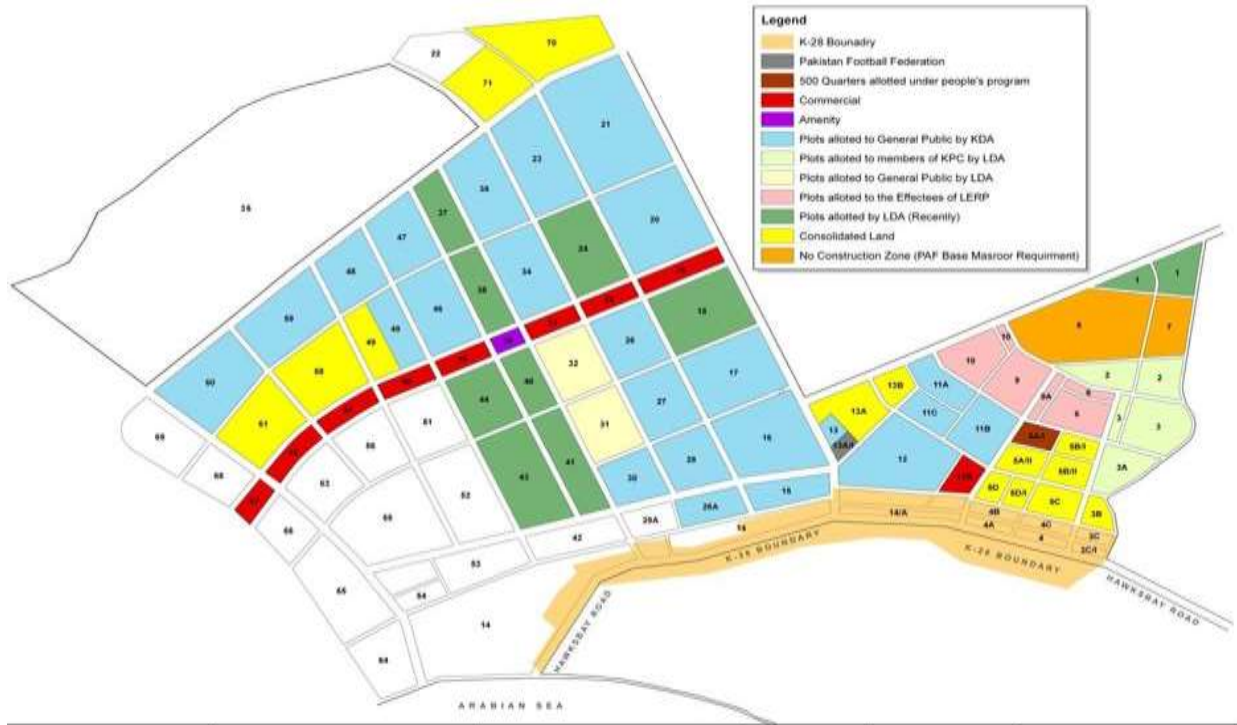
Seal of the Marketing Consultant

Name

Designation

Signature

Section-10 LOCATION PLAN OF HAWKS BAY SCHEME-42



(This RFP-Technical Proposal contain 53-Pages)

**Director (Land Management)
Lyari Development Authority**

Authorized Signature of
Marketing Consultant [*In full and initials*]:

Name and Title of Signatory:

Name of Firm: Address:

Stamp