

REQUEST FOR PROPOSALS

SELECTION OF

MANAGEMENT FIRM FOR

SALE OF PLOTS OF VARIOUS CATEGORIES HAVING EXPERIENCE IN THE FIELD OF REAL ESTATE, HOUSING PROJECTS / DESIGNING FOR LAND DEVELOPMENT ORGANIZE AND MANAGE PROJECT, ENCOMPASSING MULTIPLE ACTIVITIES AND DISCIPLINES THROUGH ENGINEERING AND ARCHITECTURE DESIGN, SURVEY, SUPERVISION, TECHNICAL ASSISTANCE AND PROGRESS IMPLEMENTATION FOR CONVERSION INTO VARIOUS KINDS OF PLOTS

FOR

"HDA CITY" SITUATED AT GULISTAN-E-SARMAST, DEH GANJO TAKKAR, TALUKA LATIFABAD, AND HYDERABAD.

(May-2015)

LETTER OF INVITATION

No.HDA/DEV/GS-II/HDA City/ /2015

Dated: / /2015

To,

Hyderabad Development Authority (HDA) through its Directorate of Planning and Development Control Department is interested to inviting "Request For Proposal" (RFP) for the Consultancy Services in respect of sale of plots of various categories to be developed through the Management Firm having experience in the field of real estate, housing projects / designing for land development organize and manage project, encompassing multiple activities and disciplines through engineering and architecture design, survey, supervision, technical assistance and progress implementation for conversion into various kinds of plots. The scope of work includes marketing of real estate and all kind of planning, design and development of land by inviting NIT as per SPPRA Rules. The Management Firm may form joint ventures for the required scope of works from Marketing Firms / Consortia / JV Organizations. The job includes launching, marketing, recovery of sale proceeds, record keeping and related affairs and other allied works of Public Housing Scheme. This new housing scheme to be known as HDA City situated at Gulistan-e-Sarmast, Deh Ganjo Takkar, Taluka Latifabad, and Hyderabad.

The well reputed Management Firm having requisite experience and meeting the eligibility criteria as appended in the documents are invited to participate in the RFP.

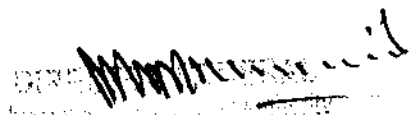
1. Interested Management Firm are invited to submit "Technical & Financial" Proposals for Launching, Marketing, Recovery of Sale Proceeds, Record Keeping and related affairs and other allied works of Public Housing Scheme, which would form the basis for future negotiations and ultimately lead to a Contract Agreement.
2. The plots will be disposed off by the Firm by inviting applications from general public, and if the applications received are in excess of the number of plots, the balloting will be carried out.
3. The Management Firm will be selected in accordance with the procedures and method of selection mentioned in the TOR.

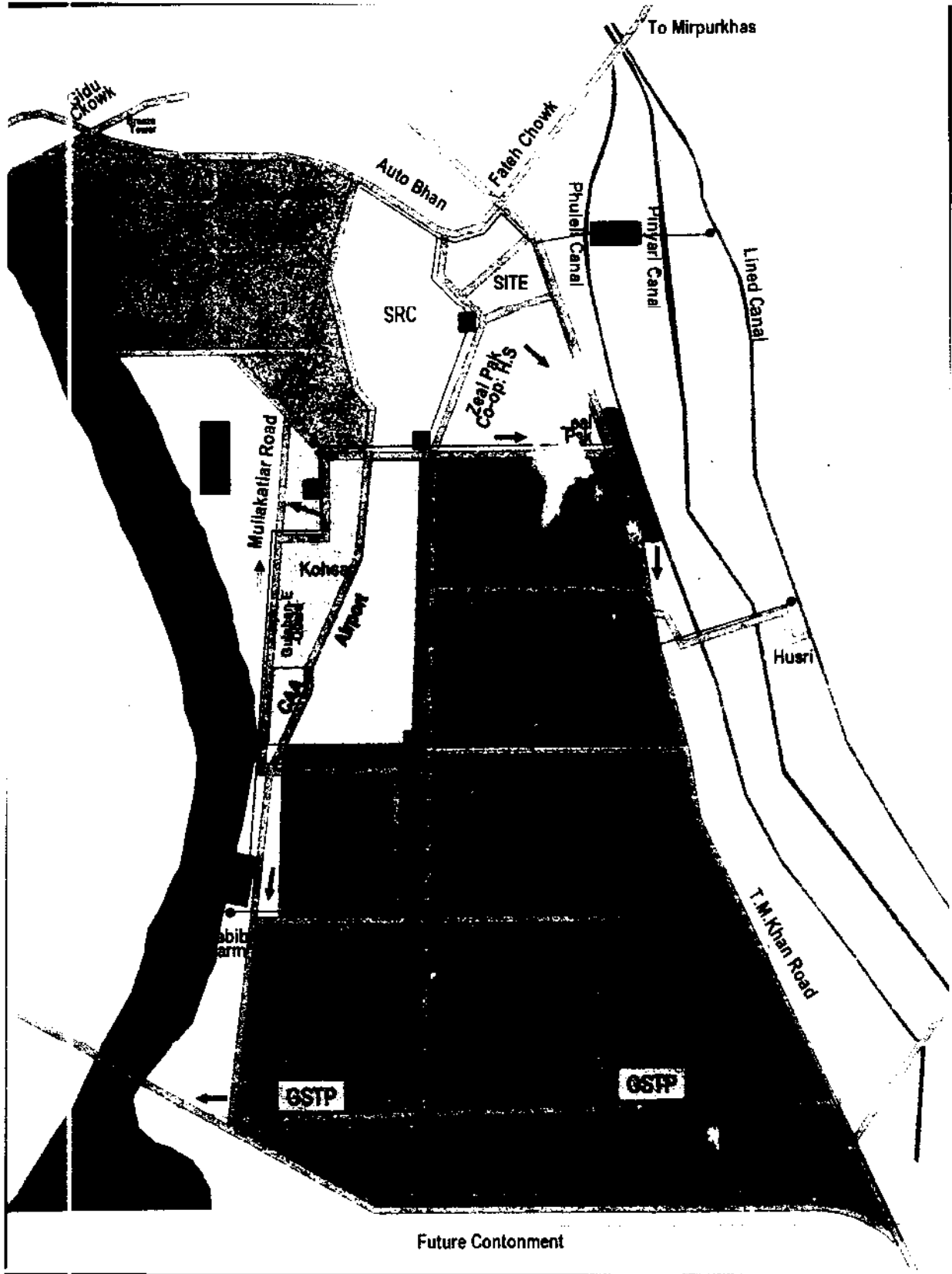
4. To enable the interested parties to submit the proposals, following information is provided for this purpose.

Section - 1	Information to the Firm
Section - 2	Terms of Reference of Assignments
Section - 3	Submission of Proposals
Section - 4	Procedure for opening Technical & Financial Proposals
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Section - 10	Draft Contract Agreement
Section - 11	Integrity Pact
Section - 12	Particulars of the Firm
Section - 13	Comments and suggestions of the Firm on the RFP

5. The proposal documents may be obtained from the office of Deputy Director (admin), Planning & Development Control ,HDA, Civic Center 4th Floor, Thandi Sarak, Hyderabad from 25-05-2015 to 15-06-2015, during office hours after payment of Rs.5,000/- (Rupees Five Thousand Only) non-refundable through pay order / demand draft in favor of Chief Town Planner, Planning & Development Control Department, HDA, Hyderabad.
6. In order to familiarize firms with the project and to assess the extent of services to be provided by the firm, they may wish to visit the project area. However, it should be clearly understood that any cost incurred for the collection of preliminary information and preparation of the proposal is not reimbursable.
7. PA will endeavor all efforts to provide (in case of desire of such information) additional information expeditiously, if available but any delay in providing such additional information shall not be considered a reason for extending submission date of the proposal documents.
8. The original "Technical Proposal" (With supporting documents) and "Financial Proposal" shall be submitted in separate envelopes clearly mentioned "Original Technical Proposal" and "Financial Proposal" to reach the Directorate of P&DC, HDA, Hyderabad on or before 22-06-2015 before 12:00 Noon.

9. A proposal will be treated as non-responsive and will not be considered for evaluation, if any of the information requested in the TOR is omitted or not complied with. No proposal shall be accepted after expiry of deadline date and time.
10. The Firm will submit a pay order / demand draft worth Rs.10 million (Rupees Ten Million) as security deposit in favour of Chief Town Planner, P&DC, HDA, Civic Center, 4th Floor, Thandi Sarak, along with the Proposals and failure to submit the same will automatically stand rejected / disqualified.
11. The time for completion of the above works is initially decided as 3 years from the date of signing the Contract Agreement.
12. The copy of site plan showing the proposed site and location is attached herewith.


DIRECTOR GENERAL
HYDERABAD DEV: AUTHORITY
HYDERABAD



HYDERABAD DEVELOPMENT AUTHORITY

TERMS OF REFERENCE

MANAGEMENT FIRM(S) / CONSORTIA / JV ORGANIZATION(S) HAVING EXPERIENCE OF REAL ESTATE HOUSING PROJECTS / SCHEMES & OTHER ALLIED WORKS FOR NEW HOUSING SCHEME TO BE KNOWN AS "HDA CITY", SITUATED AT GULISTAN-E-SARMAST, DEH GANJO TAKKAR, TALUKA LATIFABAD, HYDERABAD

The suitability of The Firm will be determined by the PA through Committee, governed by the following terms being referred thereby.

- 1) Only those Firms shall be considered for selection which, are functioning as registered companies according to the existing laws.
- 2) The current NTN of the Firm.
- 3) Financial status of the Firms should be supported by recognized financial institutions.
- 4) In Addition to financial advice regarding the said works, the Firms shall also suggest amendments, alterations in the Technical Proposal for consideration of PA.
- 5) The Firm can present the draft agreement containing complete terms and conditions for the sale and execution of housing scheme for the above project. The final agreement will be executed between the Firm and PA after vetting from Law Department of PA.
- 6) An affidavit from The Firm (containing a solemn affirmation about themselves & other allied firms if any) regarding non-involvement in any legal dispute or controversy, should be submitted. The legal dispute or controversy shall also refer to an act of being black listed by any Government Agency.
- 7) The Firm contesting for the said works shall submit a pay order / demand draft worth Rs.10 million (Ten Million rupees) in favour of Chief Town Planner, Planning & Development Control, HDA, as security deposit. The security deposit of rejected firms shall be refunded after 07 days from the opening of Technical/Financial Proposal (as the case may be), while the security of the successful Firm shall be returned within one week of signing of the agreement.

- 8) 10% deduction will be made on every bill submitted by the firm as security deposit in addition to taxes leviable. This security deposit will be released on satisfactory completion of each job.
- 9) The selected Firm will maintain computerized record pertaining to the allotments, and subsequent transactions conducted thereafter along with development at site under supervision of the Directorate of Planning & Development Control through the Project Director HDA.
- 10) The Selected Firm will maintain an office at a convenient location, which will remain functional till completion of the project. The office should be adequately equipped with liaison and communication facilities such as Computers, Internet Facility, Fax, Telephone Furniture and security guards etc. supported by the required personnel/ technical staff.
- 11) The allotment of plots in all categories shall be made through computerized balloting as per prevailing policy. In order to ensure public trust about the transparency of the process of balloting, every care and steps shall be taken through aggressive media campaign.
- 12) The Firm shall be entitled to advertise and sale residential, commercial, industrial plots, petrol pump sites, CNG station sites and all lease-able amenity plots in all additional phases on the given terms and conditions thereto.
- 13) The selected Firms / Consortia / JV Organizations shall be entitled to alienate of the commercial, industrial, flat sites, petrol pumps, and CNG station plots by way of sale through inviting applications and allotted through mutually agreed terms and conditions.
- 14) In case of any dispute between the selected Firms / Consortia / JV Organizations and PA after execution of agreement, the matter will be resolved / decided through Arbitrator and his decision will be final and binding on both the parties (i.e) Firms / Consortia / JV Organizations and PA.
- 15) All the pre-booking expenditures shall be borne by the Firms / Consortia / JV Organizations as well as funding will be arranged for initial development at its own (to be adjusted).
- 16) The Firms / Consortia / JV Organizations shall recover all its expenses incurred on the execution of the housing scheme from the proceeds of booking amount of applied plots and installments of allotted plots in accordance with the schedule of payments agreed thereby. Such schedule shall be an integral part of the agreement.

- 17) The said project from its initiation to completion shall be managed, advertised, marketed and executed by the Firm on self-finance basis which shall not be recoverable from PA separately as it is being integral part of the agreement.
- 18) The Firm participating in this pre-qualification competition should have sufficient experience of Real Estate Projects handled by them either in government or private sectors. Preference will be given to those Firms / Consortia / JV Organizations who have launched and marketed maximum number of schemes of Real Estate Projects during the past ten years. Authentic proof to support their claim must be attached with the proposals (i.e) list of the projects marketed with complete details along with press cutting of advertisements in newspapers, CDs, letters from the companies and worth of the projects etc.
- 19) The PA reserves the right to accept or reject any or all the proposals without assigning any reason.
- 20) The copies of concept plan / location plan is attached with letter of interest. However the layout plan will be prepared by the Firm prior to booking duly surveyed / demarcated and got approved from the PA.
- 21) For further details the participants The Firm may contact Director Planning & Development Control HDA at 022-9201406 during office hours.

1) DOCUMENTS AND INFORMATIONS

- 1) History of the firm and associated firms with date of establishment with relevant documents be submitted duly attested. Current Financial status with Bank Certificates / Bank Statement / financial institutions. Detailed scope of work, experience and launched projects during last ten years, with complete supporting documents (Cuttings of Newspapers, CDs, Letters from the companies with worth of the project etc.).
- 2) Income Tax Registration Certificate / NTN.
- 3) All contesting firms should possessed valid licenses/registration of concerned departments/authorities.
- 4) Details of Current Managerial and Technical staff.

- 5) An affidavit to the effect that all information provided is true and correct and the Firm is not involved in any dispute or litigation and not financial defaulter with any Government / Semi Government Department and that The Firm has never been involved in any dispute or enquiry etc. If so, details to be supplied.
- 6) The Firm should also submit the proposed draft agreement with PA containing the complete terms and conditions.
- 7) The role / responsibilities of the selected The Firm will be as per TOR to be obtained from the office of the Deputy Director (admin), P&DC, HDA from 25-05-2015 to 15-06-2015 during office hours and submitted in the office of Directorate of P&DC, HDA on 22-06-2015 up to 12:00 Noon. Technical Proposals will be opened by a committee on the same date at 01:00 PM in presence of available participants, if any.
- 8) The PA reserves the right to accept or reject any or all the proposals without assigning any reason thereof.
- 9) The Firm fulfilling the above mentioned conditions should submit their proposals in sealed envelope, so as to reach the undersigned on or before 22-06-2015 up to 12:00 Noon pm as per prescribed procedure.
- 10) Any other information in addition to above which is relevant to above works shall be furnished along with copies of documents.

Date:

Signature

SECTION-1

INFORMATION TO THE FIRM

1. INTRODUCTION

- 1.1.1 Hyderabad Development Authority was created during the regime of people's government in the year 1976.
- 1.1.2 Besides other functions like water supply, sewerage, controlling private Housing Schemes, it was prime duty of PA to provide Housing in public sector to curtail housing shortage.
- 1.1.3 PA in this regard selected various sites like Qasimabad, Kohsar, Hosh Nagar and Gulistan-e-Sarmast at Deh Ganjo Takkar.
- 1.1.4 The Gulistan-e-Sarmast site is bounded on North by the Hyderabad Airport and Cantonment (SRC), on South by newly developed cantonment, on West by the River Indus while it abuts Zeal Pak Cement Factory and Tando Muhammad Khan Road on East.
- 1.1.5 Government in this regard handed over the physical possession of lands, which includes land measuring 5000 acres in the year 1981-83 for Gulistan-e-Sarmast Housing Scheme. The Government of Sindh is also requested to allocate further land in favour of PA for housing in the vicinity and in case of consideration; the firm should be offered to continue the works by mutual consent on the same terms and conditions.
- 1.1.6 Out of 5000 acres, HDA launched the Kohsar Extension Housing Scheme over an area of 200 acres, consisting about 7500 plots of 80 sq. yds. For low income group. That in the year 2009, HDA launched another housing scheme over an area of 2000 acres in the name of Gulistan-e Sarmast, for the sale of developed 37,000 plots of various categories.
- 1.1.7 The Development Work on this scheme is in full Swing. Bulk Water Supply Scheme is completed. Major road from Latifabad to the scheme is being constructed with the Financial and Technical help of the District Government, which will also serve for Gulistan-e-Sarmast. Major road will also propose to be constructed from Tando Muhammad Khan Road and Auto Bhan via Zeal Pak Society / Revenue Society.

1.2. TECHNICAL & FINANCIAL PROPOSALS

The firm shall furnish information and complete details as required through Technical and Financial Proposals for the Project.

- 1.2.1 The PA will select a Firm from the participating Firms, which will be selected on evaluation of all submitted "Technical Proposals" based on the evaluation criteria given in the proposal documents.
- 1.2.2 The Firm are required to submit both "Technical Proposal" & "Financial Proposal" for launching, marketing, recovery of sales proceeds, record keeping and related affairs and other allied works in separate envelopes (original and two additional copies). The Proposal will form the basis for contract negotiations and award of the contract to the selected Management Consultancy Firm.
- 1.2.3 The tasks shall be implemented in accordance with logical sequence of the work plan.
- 1.2.4 The firm shall familiarize themselves with local conditions and shall take them into account while preparing the Proposals. To obtain first-hand information on the assignment and on the local site conditions the firm are advised to visit the site as well as office of the Deputy Director (admin), P&DC, HDA, who will assist them in obtaining information needed to carry out the services and make available relevant project data and report.
- 1.2.5 The cost of preparing the proposals including any visit to the office of the PA, or site area not reimbursable. No TA / DA shall be claimed by the Management Consultancy Firm.
- 1.2.6 The firm or any of their affiliates shall not be hired for any assignments, which by its nature may be conflicting with another assignment of the Management Consultancy Firm.
- 1.2.7 The firm and their affiliates shall observe the highest standards of ethics during selection and execution of such contracts in pursuance of the policy where:
 - a) Corrupt practice means offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the selection process or in contract execution and fraudulent practice or misrepresentation of facts in order to influence selection process or the execution of contract to the detriment of PA, which includes collusive

practices among The Firm(prior to or after submission of proposals) design to establish prices at artificial, non-competitive levels and to deprive the executing agency of the benefits of free and open competition.

- b) The PA may reject proposal for award if it determines that the Firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- c) The firm will be declared ineligible either indefinitely or for stated period of time for award of a contract if at any time it determines that the Firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d) The "Integrity Pact" has to be signed by the Firm at the time of submitting Technical / Financial Proposal for the invited works, which will form part of the contract.

1.3. DOCUMENTS COMPRISING THE PROPOSAL

The firm may request for clarifications of any documents at least 4 (four) days before proposal submission date. Any request for clarifications must be sent in writing by paper mail, telex, and facsimile to the PA, on the indicated address. The PA will respond to all such firms who intend to submit proposals.

SECTION – 2

TERMS OF REFERENCE OF ASSIGNMENT

2.1 INTRODUCTION

This is to inform that PA is interested in inviting "Request for Proposal" (RFP) for the Management Consultancy Services in respect of sale of plots of various categories to be developed through the Management Consulting Firm situated at Gulistan-e-Sarmast, Deh Ganjo Takkar, Taluka Latifabad, Hyderabad.

2.1.2 MODE OF PAYMENT

The payment will be made on percentage basis of the amount of recovery made by the Firm duly agreed by both the parties and shall be part of the signed agreement / contract.

2.13 ACKNOWLEDGEMENT OF LETTER OF INVITATION OF PROPOSAL

The firm should immediately on receipt of the "Letter of Invitation of Proposal" should confirm by letter / fax to the Directorate of P&DC, HDA, and obtain acknowledgement thereof.

2.14 DEFINITIONS

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

- a) **ADDENDUM / ADDENDA** means changes in the project documents issued to all prospective The Firm prior to receipt and understood to become an integral part of proposal documents and the contract documents wherever applicable.
- b) **PROCURING AGENCY (PA)** means Hyderabad Development Authority, located in Hyderabad, Pakistan and its duly authorized representatives, which include Chief Town Planner, Director, Planning & Development Control, Project Director, Housing Project and Director General, HDA.
- c) **COMPLETION** means completion of all works.
- d) **THE FIRM** means the individual / Joint Venture, or Corporation or Limited Company or his / their heirs, assignees, successors, who will execute the works under this contract.
- e) **CONTRACT AGREEMENT** means agreement to render services for Launching, Marketing, Recovery of sales proceeds, Record Keeping and related affairs and other allied works of Public Housing Scheme.
- f) **DAYS** means consecutive calendar days otherwise specified.
- g) **D.G.** means the Director General of PA, the person designated for the position being authorized agent of PA, for the purpose of this contract.
- h) **LOI** means the letter of Interest / Invitation.
- i) **I.P.** means Integrity Pact.
- j) **C.V.** means Curriculum Vitae.

2.2 SCOPE OF WORKS

2.2.1 SPECIAL TASK

The firm shall make all arrangements for undertaking following specific tasks after obtaining approval of PA to proceed in addition to those specified general tasks herein:-

- i) Liaison and Coordination with PA and designated Bank for all recoveries, and other government agencies/departments for successful completion of the project.
- ii) Establishment of fully furnished office (air conditioned) duly equipped with sufficient staff, computers, furniture, fixtures, telephone, fax machine, required stationery (time to time), preferably centrally located place in Hyderabad, after obtaining approval of PA. The office may be established in owned or rented bungalow having sufficient number of rooms. The Firm is bound to bear all expenses in this regard, which includes but not limited to monthly rent, utility charges and telephone charges etc over contract period, which shall be deemed to be included in the quoted percentage in the Financial Proposal.
- iii) Arranging periodical Media Campaign in print and electronic media for recovery of balance installments, Occupancy Value, Additional Development Charges & Utility System Development Charges of Balloted / allotted Plots & any other ancillary charges.
- iv) Arrangement of Balloting of plots of different categories as per requirement of PA or market strategy.
- v) Rendering all services for transfer of plots with due diligence in a transparent manner as per standard practices, which includes but not limited to computerization of record, keeping record of all transactions.
- vi) Record Keeping of:
 - Booking.
 - Confirmation.
 - Allocation.
 - Installments.
 - Balance due Recovery of Occupancy Value.
 - Additional Development Cost.
 - Utility System Development Charges.
 - Record keeping (both land and finance) of the plots.

- a. Computerization of all records (land and financial) in a standard manner for the purpose.
- b. The firm shall provide 02 Nos'. of Toyota Hilux (Vigo), 03 Toyota Hilux Single Cabin, 02Nos' 1300 CC GLI-Toyota Car, 02 No's Suzuki Cultus (VXR) and 01 No Toyota Jeep Fortuner, for the use of PA and shall bear all expenditure towards purchase, registration (in the name of PA) full insurance, provided services & maintenance during the contract period.

2.2.2 GENERAL TASK REQUIREMENTS

The firm shall also be responsible to manage entire activities like:

- i) Collection of application forms through Bank, arrange balloting (in case the number of applications exceeds the number of plots available).
- ii) Time to time correspondence with allottees for recovery of installments, additional charges and cancellation etc after obtaining approval from the PA.
- iii) Collection of subsequent installments of Occupancy Value, Utility System Development Charges and other charges etc. (even if levied afterwards by PA).
- iv) Arrange and organize printing of stationery for completion of requisite formalities of Allotments, Transfers, Possessions, Lease and Brochures etc. of the plots in favour of individual allottees / transferee.
- v) Perform all functions till the completion of the task within specified contract period.
- vi) The works for launching, marketing, recovery of sale proceeds, record keeping and related affairs and other allied works of this scheme shall be operated on self-finance basis by the selected Firm right from its preliminary and initial proceeding and shall have to be completed for recovery of dues of plots. The selected firm shall be bound to 90% of target recovery of residential plots. The development would be managed by the Firm in accordance with the development program by inviting NIT as per SPPRA Rules and periodical

payments will be made as per agreement. All development works would be supervised / certified by the Project Director HDA.

- vii) The firm shall bear all expenses at their OWN RISK and COST of the scheme. The PA will not be responsible for such expenditure in case of failure of scheme and shall not be claimed.
- viii) The firm shall be responsible to appoint sufficient competent staff having enough experience in the respective fields to carry out the works as defined in TOR.
- ix) The selected firm shall provide the services of qualified licensed Architect / Town Planner for preparation of layout plan / drawings, plain table survey & other details and shall be submitted to the PA for necessary approval.

2.2.3 ADDITIONAL TASK

- i) Financial status of the firm shall be supported by recognized financial institution.
- ii) The current NTN of the Management Consultancy Firm.
- iii) The firm shall be entitled to recover all its expenses from the proceeds or recoveries in accordance with the schedule of payments being agreed thereby, such schedule shall be an integral part of this reference & agreement / contract. The firm shall submit quarterly progress report as per work plan in accordance with schedule agreed. The Advertisement draft should be approved by the P.A before publication.
- iv) The Firm is bound to submit the details of booking to the PA on weekly basis through recovery sheet duly signed by the responsible and authorized person by the firm along with bank statements.
- v) All the recoveries and collection shall be made through authorized banks only,
- vi) The PA reserves the right to accept or reject any or all the proposal without assigning any reason.

2.3 COMMENCEMENT AND COMPLETION OF WORK

The firm shall start the work under this Contract within ten (10) Calendar days after signing of the Contract and shall execute the said work with due diligence and speed to complete the total assignment within the period specified in TOR after signing of the Contract Agreement.

2.4 DETAILS OF WORK

The particulars of the projects given in the above documents are only provisional and shall be considered as advance information for the interested The Firm for preparation of Technical & Financial Proposal. The following documents will define the scope and type of work and other information, which will help the prospective The Firm in deciding whether to submit the proposal or not:

- i) Terms of Reference
- ii) Contract Agreement (Draft)

2.5 ELIGIBLE MANAGEMENT CONSULTANCY FIRM

An evaluation of proposals will be undertaken on the assumption that familiarization of site has been undertaken and that local conditions are fully reflected in the proposal. The work is to be carried out by the selected firm or Joint Venture / Consortium under the supervision and guidance of PA.

2.6 LOCAL LAWS, RULES & REGULATIONS

The firm should apprise themselves with the local laws, rules and regulations, which are relevant to the works.

2.7 PREPARATION OF PROPOSAL

2.7.1 The firm should prepare detailed "Technical" & "Financial" Proposals for undertaking the full scope of works described in the TOR. The required information shall be given in the Proposal Forms according to the following:

- i) The firm shall furnish complete information required against each head of item. In case of insufficient space, the same may be continued on back page or more sheets may be added. All statements should be complete and attested copies of certificates should be enclosed wherever required. Incomplete or nil information against any item will render the Proposal for rejection.

- ii) All the information shall be entered in black ink or typed in English; failure to comply with the condition may disqualify the Proposal.
- iii) The firm should give position and status of their organizations alongwith Certificate of Registration, Article and Memorandum of the Association or Certificate of Registration of The firm showing year of establishment organizational set-up and registered office address etc.
- iv) Erasing and other changes in original Proposal Forms are not permitted. Any deletions / corrections shall be overwritten and initialed by the authorized Representatives signing the Proposal Forms.

2.7.2 DETAILS OF PROPOSED (APPROX :) LAND USE OF 2800ACRES

- i) Total Area of the scheme 2800 acres
- ii) Breakup of area:
 - a) Residential = 60% (approx :)

CATEGORY	SIZE OF PLOTS	TOTAL NUMBERS OF PLOTS
B	400 sq. yards	
C	240 sq. yards	
D	120 sq. yards	
E	100 sq. yards	
Any other category		

- b) Commercial = 5% (approx:)
- c) Amenity = 10% (approx:)
- (i) Saleable = 5% (approx:)
- (ii) Non-Saleable = 5% (approx:)
- d) Roads (internal) = 25% (approx:)

2.7.3 GENERAL PERFORMANCE DATA

- i) The firm shall have a good reputation, ability, experience, qualified personnel and related facilities available with them for the execution of the works.
- ii) Detailed dossier of key personnel available with the firm including Finance, Administrative and other Supervisory Staff etc. should be attached.
- iii) Detailed experience for the past ten years or more should be attached. The experience other than the current contracts shall be given separately. While giving details of the services rendered/executed work in the Islamic Republic of Pakistan should be given first and the services/work done in other countries thereafter along with supporting documents.
- iv) A certificate on format with a letter of reference from the Firm' Bank and financial institution shall be attached.

2.8 WORKING ARRANGEMENT PROPOSED

- a) Details of arrangement should be given about Principal Firm and Associates. Partnership can be organized as a union consisting of one Sponsor and not more than five associated firm joined together supported with legal documents depicting specific proportional interest in the union. However, PA will deal only with the authorized attorney.
- b) The firm shall enclose details of working arrangement for doing the works along with distribution of work among the member organizations.
- c) The firm shall give details of whole time Technical, Administrative and Supervisory Staff employed / to be employed on the job along with man months proposed for each assignment.
- d) The firm shall give name of the personnel and office address at Hyderabad with telephone / mobile number etc. to be contacted in connection with this job.

2.9 INFORMATION REQUIRED

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

2.10 EXAMINATION OF PROJECT DOCUMENTS

The firm shall examine all documents and shall certify that they have received and read all the documents. Thus it shall be the responsibility of the firm to request the Deputy Director (admin), Planning & Development Control, HDA, for copies of any listed document that are missing / incomplete or contact at 022-9201406 during office hours.

2.11 CERTIFICATE OF REGISTRATION

2.11.1 Local (Pakistani) The firm shall submit copy of the Certified Registration. The original Certificate of Registration shall be produced wherever called for and will be returned. In case of partnership firm special Power of Attorney signed by all other partners authorizing one partner duly attested on stamp paper shall be enclosed.

2.11.2 Corporation or Limited Company shall indicate their Registration number and name of person and his designation, which is authorized to sign documents on behalf of Corporation or Limited Company.

2.12 CURRENCY OF PROPOSAL

The currency of the proposal shall be Pak rupees.

2.13 LEVY OF TAXES AND DUTIES

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

2.14 SIGNATURE ON PROPOSAL

The proposal must include full name and business address of the firm and must be signed by duly authorized persons whose titles shall be stated in the proper spaces provided for this purpose in the proposal forms.

2.15 PERSONS OF THE FIRM TO BE CONTINUED

The firm should give the name, position and address and telephone, mobile number of the authorized person or persons who may be contacted for further details required in respect of "Technical" & "Financial" Proposals.

SECTION – 3

3.1 SUBMISSION OF PROPOSAL

3.1.1 The Proposal shall be submitted in original along-with two additional copies placed in separate sealed envelopes marked as "Technical Proposal" & "Financial Proposal" (in original).

3.1.2 Technical and Financial Proposals should be submitted under separate sealed covers to the Directorate of P&DC, HDA, Hyderabad on or before the specified date during office hours.

3.1.3 If the envelopes are not sealed and marked as instructed, no responsibility will be accepted for any misplacement of the Proposal Documents. Only sealed Proposals will be considered and unsealed proposals are not eligible for participation and stand destroyed.

3.1.4 The firm shall bear all expenses incurred in the preparation and delivery of the proposal.

3.2 WITHDRAWAL OF PROPOSAL

The firm may withdraw their proposal by written notice to the officer designated for receipt of Proposal provided that withdrawal is received prior to the deadline hour and date specified for receipt of proposal. The deposited amount of Rs.5,000/- (Five Thousand Rupees) will be forfeited.

3.3 DISQUALIFICATION OF MANAGEMENT CONSULTANCY FIRM

3.3.1 CAUSE FOR DISQUALIFICATION AT PA DISCRETION

Any of the following circumstances may result in disqualification. If PA decides that sufficient reason for disqualification has been caused.

- i) Non submission on the prescribed procedure.
- ii) Failure to complete in a satisfactory way all the requirements of Proposal Documents.
- iii) Failure to sign the Proposal Forms by authorized representatives of the Management Consultancy Firm.

- iv) Erasures on the Proposal Forms, which have not been properly initialed and or overwriting of any word or figure in the Proposal.
- v) Attachment to or inclusion in the proposal of any qualifying conditions not authorized by the PA.
- vi) Or any other reasons other than above.

3.4 EVALUATION OF PROPOSALS

3.4.1 The information submitted in the Proposal Forms will be used in determination for their qualification in accordance with the eligibility criteria for opening of "Technical" and "Financial Proposal" at the sole judgment and discretion of evaluators.

3.4.2 It must be clearly understood that if discrepancies are found in the information submitted, the same will be considered unsatisfactory and the Proposal will be considered unsatisfactory. PA will not enter into lengthy correspondence with The Firm relating to the Proposal except seek clarification wherever necessary.

3.4.3 The PA reserves the right to accept or reject any or all Proposals without assigning any reason thereon, which shall be final and binding upon all the participating Management Consultancy Firm.

3.4.4 The PA reserves the right to waive minor irregularities in any proposal or reject any one or all the proposal for any reason thereof, if it is considered not in the interest of PA. Moreover, PA will not be bound to accept any of the proposals. PA reserves the right to require additional proof as to the qualifications of the firm to execute the works and suitability of expertise for use on the works.

3.5 FURTHER INFORMATION, IF REQUIRED

The firm may also be required to submit further information on financial position and other information etc. if necessary, during negotiations for the contract. All correspondence will be addressed to principal Management Consultancy Firm. PA will be at liberty to make reference to any Government, Semi-Government agency, authority, corporation, public, official, Management Consultancy Firm, planner, engineer, architect, surveyor, banker, manufacturer, supplier etc. for further information or to verify the particulars of the proposal of the firm documents.

SECTION - 4

4.1 PROCEDURE FOR OPENING TECHNICAL & FINANCIAL PROPOSALS

Save as otherwise provided in these rules the following procedures shall be permissible for opening the Technical & Financial Proposals under Rule 46(2) & Rule 72 (1) of SPPRA 2010 (amended) viz. least cost selection method.

4.2 SINGLE STAGE TWO ENVELOPE METHOD

- a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- b) Envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- d) Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders and security deposit shall be returned as mentioned in TOR.
- i) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

4.3 ACKNOWLEDGEMENT OF CONTRACT

The firm whose offer is accepted shall promptly be informed of the same through a letter of intent which shall be deemed as the basis of the agreement for this contract till such time as actual Contract Agreement is signed within 30 days of issue of this letter of intent. The firm shall provide a non-Judicial stamp paper of appropriate value for the execution of agreement failing which the agreement shall stand null and void. The firm shall acknowledge receipt of the letter of intent and thereafter, they shall promptly arrange to sign the Contract Agreement with the PA. No payment of any amount will be made to the Firm until the Contract has been signed by both the parties and project be announced. Any additional clause should be added in the contract documents for the benefit of the project after signing the original contract with consultation of PA

4.4 APPOINTMENT OF CONSULTANT

4.4.1 No sooner than the Contract is signed with the PA, the selected Firm will prepare a list of three (03) reputable Consultants and forward it to PA who will select one from the list. The Consultant thus selected will be appointed by the selected Firm for overseeing, monitoring and coordination with PA.

4.4.2 If the selected Management Consultancy Firm(s) / Consortia / JV Organization(s) are not satisfied with the performance of appointed Consultant, it may complaint in writing to PA for change and selection of other Consultant amongst the provided names.

4.4.3 If the PA is not satisfied with the performance of appointed Consultant, it may terminate the services of appointed Consultant at any stage of work and suggest the selected Management Consultancy Firm(s) / Consortia / JV Organization(s) for appointment of other Consultant.

4.5 DOCUMENTS NOT TO BE RETURNED

Proposal Documents submitted by prospective The Firm in connection with the proposal will be treated as confidential and property of PA and will not be returned except as otherwise specified in the documents.

4.6 MANAGEMENT CONSULTANCY FIRM' OFFICE

Immediately after signing the Contract Agreement and receipt of letter of Award, the successful The firm will be required to establish full-fledged office in Hyderabad fully equipped and supporting facilities for execution of the

assignment and one office at site. The firm will allow access to the authorized staff and officials of PA and for examination and review of work at all times during the currency of the project. All the fixtures / furniture / equipment / computers etc shall be the property of PA after completion of the project.

4.7 DEALING OF THE FIRM'S STAFF AND LANGUAGE

The language of the Contract will be English and The Firm senior staff shall speak read and writes English language fluently.

4.8 INTERFERENCE

All operations necessary for execution of works shall be carried out, which shall not interfere unnecessarily or improperly with the public convenience. The firm shall save harmless and indemnify PA in respect of all claims, actions or suits arising out of or in relation to any such matter.

4.9 OBSERVANCE OF LOCAL LAWS AND ORDINANCES

The firm shall observe and comply with all Federal Government, Provincial Government and Municipal Law, Ordinance and rules and regulations which may in any manner affect those engaged or employed on the work to be done or to which may in any respect government control or otherwise affect to conduct of such work or any part thereof and they shall protect and indemnify the PA against any claim or liability arising from or based on violation of any such laws, Ordinance, rules and regulations etc. whether by themselves or other sub-consultant or any of their employees or agents.

4.10 LAWS GOVERNING CONTRACT

4.10.1 JURISDICTION OF LOCAL COURTS

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

4.10.2 CHANGES BY MANAGEMENT CONSULTANCY FIRM

All changes in work proposed by the firm shall be submitted for approval to PA before commencing such work under this contract. Such submittals shall be in writing and substantiated by drawing

and all other data including all reports, if required. Changes proposed by the firm will be allowed only after receipts of PA's written approval in the form of variation order.

4.11 WORK REVIEW MEETINGS

Work review meetings will be held from time to time during the execution of the work. Meetings will be attended by senior official of the firm and the representatives of PA. The senior staff of the firm shall always be available to present the project for review and implementation of the instructions given in the meetings shall be fully complied with.

4.12 METHOD OF PAYMENT

4.12.1 The hired Consultant(s) shall submit the bill for rendered works to PA as per agreed payment schedule. The payment invoice shall be prepared in six copies on standard payment invoice. Each copy shall be signed by the Consultant(s).

4.12.2 Upon receiving the Payment Invoices, the concerned Department of PA will make necessary adjustments and certify approval of the payment of the installment due.

4.12.3 The payment will be made by PA within seven (7) days after the date of submission of payment invoice out of the recoveries made on behalf of PA. The invoices submitted shall only be entertained if verified and signed by the Project Director of PA.

4.13 EXCESS PAYMENTS

Any excess payment made inadvertently or otherwise under this contract may be deducted from any sum whatsoever payable by PA.

4.14 PAYMENT FOR THE ITEMS NOT INCLUDED IN THE PROPOSAL

Any extra work required to be executed for the completion of the works and not included in the proposal shall be paid through Variation order as per standing rules.

4.15 EXTRA WORK

The firm shall execute extra work if any, as directed by the PA on mutually agreed rates.

4.16 CIRCUMSTANCE BEYOND THE FIRM CONTROL

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

4.17 EXTENSION OF TIME FOR COMPLETION OF WORKS

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

4.18 ARBITRATION

If any dispute arises between the firm and the PA in connection with this contract, the parties shall attempt in good faith to settle the same through negotiation. If dispute is not settled through negotiation it shall be submitted to arbitrator. The Arbitrator shall be appointed as per Arbitration Act with the mutual consent of both parties.

4.19 TAXES

firm and their other staff shall be subject to and required to pay all taxes, assessments of whatever nature levied or assessed by the government of Pakistan or other Local Bodies or Corporation whether collected in cash, by stamps or by other means and whether called contract tax, corporate tax, capital tax, remittance tax, levies, licenses or otherwise applying to payment made under the contract to firm or to any profits derived by the Firms a result of the contract. The deduction of taxes leviable charged at the prevailing rates on each submitted bill.

4.20 WARRANTIES AGAINST BENEFIT

Firm warrants that they have not given or promised to give any money or gift to any official or employee of PA or any government instrumentality or employee thereof with the intent or objective of securing the contract.

4.21 SUBMITTAL OF REPORTS

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

4.21.2 Each copy of report shall be identified as having been received for approval of PA being so signed, stamped and dated.

4.21.3 If a submittal is returned for correction, firm shall submit corrected document in the same quantity as originally submitted except as otherwise directed, within seven (7) working days after receipt by them of the disapproved document.

4.22 **DEFECTIVE AND UNAUTHORIZED WORK**

All documents shall be rectified by Firm without extra cost in a manner acceptable to the PA. Any work done beyond the Terms of Reference or any extra assignment done not covered in the contract agreement without written authority will be considered as unauthorized assignment and will not be paid for.

4.23 **CONSTITUTION OF COMMITTEE FOR EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS**

A committee constituted under Rule 7 of the SPP Rule 2010 shall review, monitor and finalize the Management Consultancy Firm' Technical / Financial Proposals and shall submit their recommendations to the competent authority for getting approval, which will be communicated to all Firm accordingly.

4.24 **CONTRACT CONDITIONS**

4.24.1 **FEE:** In consideration for providing the services stated herein above, the PA shall pay agreed percentage to hired Consultant(s) for the works for which firm shall submit its Proposal through Financial Proposal of the Project. The schedule of payment of the agreed percentage is as per details given in Financial Proposal. The Method of payment to developers.

4.24.2 The firm shall quote cost bifurcation of each component on separate sheet for purpose of releasing payment of the services rendered in the Financial Proposal. The cumulative total of which should not exceed the quoted price.

SECTION – 5

5.1 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 5.1.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink (Black). It shall contain no overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person(s) who sign(s) the Proposals.
- 5.1.2 An authorized representative of the Firm shall initial all pages of the Proposal. The representative's authorization is confirmed by the written power of attorney / authority letter of The Firm accompanying the proposal.
- 5.1.3 The original "Technical Proposal should be placed in a sealed envelope clearly marked "Technical Proposal". The "Financial Proposal" should be placed in a separate sealed envelope clearly marked "Financial Proposal" and warning sign "Do not open" with the Technical Proposal. Both the envelopes shall be placed into an outer sealed envelope bearing the submission address and other information indicated and clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**".
- 5.1.4 The completed technical and financial proposal must be delivered at the mentioned address on or before the time and date. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 5.1.5 The Technical Proposal shall be opened by the committee within ONE HOUR of the deadline for submission of proposals. The Financial Proposal shall remain sealed and deposited with independent authority until they are opened.

SECTION - 6

6.1 PROPOSAL EVALUATION COMMITTEE

6.1.1 TECHNICAL PROPOSAL EVALUATION

The Committee will review, monitor and evaluate the submitted Technical Proposals of the Firms per Evaluation Criteria given herein the "Technical Proposal".

- 6.1.2 Meeting of the Committee will be held as and when required. The committee may call the Firm to give presentation on the submitted

Technical Proposal for the purpose of Evaluation if required. The committee will prepare the "Evaluation Report" of the eligible The Firm and then consider Financial Proposal of Technically qualified Management Consultancy Firm. The un-opened Financial Proposals of non-eligible The Firm will be returned accordingly un-opened to the respective Management Consultancy Firm.

SECTION - 7

7.1 PROPOSAL EVALUATION - GENERAL

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

7.2 EVALUATIONS OF TECHNICAL PROPOSALS

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

7.3 OPENING AND EVALUATION OF FINANCIAL PROPOSALS

7.3.1 All the qualified financial proposals will be opened in presence of representatives of the Firm and PA Evaluation Financial Committee, and the percentage will be publicly announced.

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

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

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

7.3.5 The Financial Proposals of only qualified Firms will be opened in the presence of such Management Consultancy Firm, who care to be present and publicly announce the percentage of the qualified The Firm whose Technical Proposals were qualified as per the selection criteria i.e. The Firm having scored at least total aggregate of 75% marks with 30% is essential from each head of component from S:No: i to vi of section (9). The Financial Proposal found to be the lowest evaluated shall be accepted.

SECTION - 8

8.1 CONFIDENTIALITY

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

8.1.2 The PA shall keep all information regarding the Proposals evaluation confidential until the time of the announcement of the evaluation report.

SECTION - 9

EVALUATION CRITERIA FOR THE TECHNICAL PROPOSAL

(Total 200 Marks and Minimum Qualifying Marks 75% 30% is essential from each head of component from S:No: i to vi)

The Marketing Firm / Consortia / JV Organization must secure at least 30% Marks from each of the head specified below:

i)	Office Establishment	
a)	Number of offices / Branches	(10-Marks)
	i. In Sindh Province	05 Marks
	ii. In any other province/Islamabad	02 Marks
	iii. Abroad	03 Marks
b)	Year of Establishment	(10-Marks)
	i. Since Last 05 years	02 Marks
	ii. Since Last 10 Years	06 Marks
	iii. More than 10 Years	10 Marks
	Total (a + b)	(20-Marks)
ii)	Experience of The Firm& Associates in (Public / Private) Sector(s)	
a)	Marketing (Projects dealt)	(25-Marks)
	i) Within 05 years	10 Marks
	ii) Within 10 years	15 Marks
	iii) More than 10 years	25 Marks
b)	Management of Developed Projects (Projects dealt)	(25-Marks)
	i) Within 05 years	10 Marks
	ii) Within 10 years	20 Marks
	iii) More than 10 years	25 Marks
	Total (a + b)	(50-Marks)

iii) Quantum of works handled by The Firm& Associates of equal or more than Five billion (in hand / completed) (Public / Private)

- | | | |
|------|--------------------|----------|
| i) | Within 05 years | 20 Marks |
| ii) | Within 10 years | 40 Marks |
| iii) | More than 10 years | 60 Marks |

Total (60 Marks)

iv) PROPOSALS

- | | | |
|----|----------------------------------|------------|
| a) | Marketing | (10 Marks) |
| b) | Management of Developed Projects | (10 Marks) |

Total (20 Marks)

v) STANDING OF THE FIRM& ASSOCIATES

a) Office Establishment & Technical Staff of Management Consultancy Firm

- | | | |
|------|--|----------|
| i) | Engineering Staff (BE Civil Reg. with PEC)
(Minimum 02 Nos) | 10 Marks |
| ii) | Marketing(MBA / MA)
(Minimum 02 N0s) | 10 Marks |
| iii) | Office establishment
(Minimum 50 personnel) | 10 Marks |

Total (30Marks)

vi) **WORK PLAN**

Logical sequence and coverage of all principal Activities envisaged by the Firm viz.

i) Marketing Plan (10 Marks)

ii) Management for Development Plan (10 Marks)

Total (20 Marks)

Grand Total (from i to vi) (200 Marks)

IMPORTANT NOTE

Non-responsiveness or non-compliance of the "Technical Proposal" in respect of the information required by the TOR and Scope of Work may result in the rejection of "Technical Proposal" and return of un-opened "Financial Proposal" to the Management Consultancy Firm.

SECTION - 10

DRAFT CONTRACT AGREEMENT FOR MANAGEMENT CONSULTANCY FIRM

This CONTRACT AGREEMENT for marketing of real estate and every kind of surveying, planning and development of land for the sale of plots of various categories to be developed and Recovery of Sale Proceeds, Record Keeping and related affairs and other allied works of new Public Housing Scheme known as HDA City, spread over an area of 2800 acres, situated at Gulistan-e-Sarmast, Deh Ganjo Takkar, Taluka Latifabad, Hyderabad (hereinafter together with attached hereto and forming an integral part hereof, called the "AGREEMENT") is made on this _____ day of _____ 2015,

BETWEEN

On the one hand, Hyderabad Development Authority (HDA) (hereinafter referred to as "PROCURING AGENCY" which expression shall include their successor-in-interest and assigns);

AND on the other hand the FIRM/ CONSORTIA / JV ORGANIZATION (hereinafter referred to as "COMPANY" which expression shall include their successor-in-interest and assigns).

This COMPANY will be led by M/s. _____ and will be liable for the Consultancy Services in respect of sale of plots of various categories to be developed through the Management Consulting Firm by inviting NIT as per SPPRA rules 2010 (amended) having experience in the field of real estate, housing projects / designing for land development organize and manage project, encompassing multiple activities and disciplines through engineering and architecture design, survey, supervision, technical assistance and progress implementation for conversion into various kinds of plots under this Agreement.

WHEREAS

- 1) The PROCURING AGENCY has requested the COMPANY for Consultancy Services in respect of sale of plots of various categories to be developed through the Management Consulting Firm by inviting NIT as per SPPRA rules 2010 (amended) having experience in the field of real estate, housing projects / designing for land development organize and manage project, encompassing multiple activities and disciplines through engineering and architecture design, survey, supervision, technical assistance and progress implementation for

conversion into various kinds of plot of new Public Housing Scheme, situated at Gulistan-e-Sarmast, Deh Ganjo Takkar, Taluka Latifabad, Hyderabad.

- 2) The COMPANY, having possessing the required professional skills, personnel and technical resources and is agree to carry on the works specified above on the terms and conditions set forth in this Agreement / Proposal Document.

NOW THEREFORE parties of both the sides are agrees as follows:

- a) Proposal Documents with all its Contents.
- b) Proposal Documents submitted by the Prospective COMPANY.
- c) The COMPANY shall carry out the works in accordance with the provisions of this AGREEMENT.
- d) The PROCURING AGENCY shall make payment to the COMPANY in accordance with the provisions of this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be signed in their respect names as of the day and year first above written.

The PROCURING AGENCY and the COMPANY have mutually agreed to accomplish the as mentioned in para No. (1) of this agreement/contract.

FOR AND ON BEHALF OF THE PROCURING AGENCY

Authorized Representative

FOR AND ON BEHALF OF THE COMPANY

(Each member of the consortium to sign this agreement)

Authorized Representative

WITNESS

1. NAME _____ Signature _____
2. NAME _____ Signature _____

SECTION - 11

INTEGRITY PACT

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

Contract No. _____ Dated: _____ Contract Title: _____

M/s. [name of The Firm/ Consortia / JV Organization] do 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 The Firm/ Consortia / JV Organization] 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 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.

M/s. [name of The Firm/ Consortia / JV Organization] 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.

M/s. [name of The Firm/ Consortia / JV Organization] 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, M/s. [name of The Firm/ Consortia / JV Organization] 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 time the sum of any commission, gratification, bribe, finder fee or kickback given by M/s. [name of The Firm/ Consortia / JV Organization] 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.

Agreed:

Signed by:

The Authorized Representative /
CEO of the Applicant the Firm/
Consortia / JV Organizations

SECTION - I2

12.A PARTICULARS OF THE FIRM

1)	Name of the Firm(in block letters)	
2)	Full Name of the Managing Partner / Director / Chief Executive / Chairman if the applicant is a The Firm or a limited concern.	
3)	CNIC No.	
4)	Permanent registered office with address.	
5)	Telephone Number.	
6)	FAX.	
7)	Email.	
8)	Title of Management Consultancy Firm.	
9)	Sole Proprietor.	
10)	Partnership.	
11)	Any other specify.	

Provide Partnership Deed if working with Partner / Consortium / Joint Venture with any Management Consultancy Firm.

Name of the Management Consultancy Firm:

NAME: I _____

NAME: II _____

NAME: III _____

12.B MANAGEMENT CONSULTANCY FIRM' PROFILE

Whether registered as approved The Firm/ Consortia / JV Organization with the Pakistan Engineering Council / PACTP / any other Semi Government / Autonomous or Semi-Autonomous Organization. If yes, enclose copies of registration of the Firm/ Consortia / JV Organization along-with updated renewal and registration partnership deed among the partners and given list of all such organizations where the Firm/ Consortia / JV Organization is registered.

NAME: I _____

NAME: II _____

NAME: III _____

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

12.C FORM OF CONTRACT

(Note: Use this Form of Contract when the Firm performs work as Joint Venture)

This CONTRACT (hereinafter called the "CONTRACT") is made on this ____ day of _____ (month) of 2015, between, on the one hand _____ (hereinafter called the "PA" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the PA for Consultancy Services in respect of sale of plots of various categories to be developed through the Management Consulting Firm by inviting NIT as per SPPRA rules 2010 (amended) having experience in the field of real estate, housing projects / designing for land development organize and manage project, encompassing multiple activities and disciplines through engineering and architecture design, survey, supervision, technical assistance and progress implementation for conversion into various kinds of plots under this Contract, namely: _____ (hereinafter collectively called the "Management Consultancy Firm" which expression shall include its successors, legal representatives and permitted assigns).

WHEREAS

- 1) The PA has requested the Firm for Consultancy Services in respect of sale of plots of various categories to be developed through the Management Consulting Firm by inviting NIT as per SPPRA rules 2010 (amended) having experience in the field of real estate, housing projects / designing for land development organize and manage project, encompassing multiple activities and disciplines through engineering and architecture design, survey, supervision, technical assistance and progress implementation for conversion into various kinds of plot in new Public Housing Scheme as already defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- 2) The Management Consultancy Firm, having represented to the client that they have required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

- i) The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract
 - b) The Special Conditions of Contract
 - c) The following Appendices:

(Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix)

Appendix A: Description of Works.

Appendix B: Reporting Requirements.

Appendix C: Key Personnel and Sub-The Firm/ Consortia / JV Organizations.

Appendix D: Breakdown of Contract Price in Foreign Currency.

Appendix E: Breakdown of Contract Price in Local Currency.

Appendix F: Services & Facilities to be provided by the PA.

Appendix G: Integrity Pact

ii) The mutual rights and obligations of the PA and the Firm/ Consortia / JV Organizations shall be as set forth in the contract, particularly:

- a) The Firm shall carry out the works in accordance with the provisions of the contract; and
- b) The PA shall make payments to the Firm in accordance with the provisions of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names in two identical parts of which shall be deemed as the original, as of the day, month and year first above written.

For And On Behalf Of

PA'S NAME

WITNESS

Signature: _____

Name: _____

Title: _____

(Seal)

For And On Behalf Of

NAME OF THE Firm/ Consortia / JV Organization

12.D TECHNICAL STANDING OF THE FIRM

12.D.1 List of technical personnel with qualification and date of appointment etc in permanent employment of the Firm for the last one to five years.

NOTE(If joint venture of two or more than two The Firmware applying, individual responsibility of JV Partners should be declared. Separately for each partner.

12.D.2 Details of assignment undertaken / in hand by the Firm for the last ten years.

S #	TITLE	GENERAL DESCRIPTION OF WORK	VALUE OF CONTRACT	DATE	DEPARTMENT / ORGANIZATION TO WHOM CONSULTANCY SERVICES WERE PROVIDED BY THE FIRM/ CONSORTIUM

NOTE: Enclose attested documentary proof.

12.E FINANCIAL STANDING OF THE FIRM

- 1) Income Tax Registration No: _____
- 2) Date: _____
- 3) Attach income tax statement for last 3 year.
- 4) Provide surety from schedule bank and credibility limit.
- 5) Name of Bankers:
 - i) _____
 - ii) _____
 - iii) _____

- 6) Attach a letter from bank stating financial soundness & credit worthiness. Attach an attested copy of bank statement showing list of 6 months transactions.
- 7) Audited balance sheet of this Management Consultancy Firm.

12.F CURRICULUM VITAE (CV) OF KEY PERSONNEL

(Use separate or more sheet for each partner The Firm, if needed)

NAME OF APPLICANT OR PARTICIPANT OF A JOINT VENTURE		
POSITION	PRIME	ALTERNATE
Personal Information	Name of candidate	Date of Birth
	Professional Qualification	
Present Employment	Name of Employer	
	Address of Employer	
	Telephone	Fax/ Email:
	Job Title (year with the present employer)	

Summarize professional experience over the last five to ten years in reverse chronological order.

Indicate particular Technical & Managerial experience relevant to the project.

FROM	TO	COMPANY/ PROJECT POSITION/ RELEVANT TECHNICAL AND MANAGEMENT EXPERIENCE

12.G THE FIRM EXPERIENCE IN RELEVANT FIELD (Relevant works carried out in the last ten years).

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

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

Assignment Name: _____

- 1) Country.
- 2) Location within country.
- 3) Professional staff provided by your The Firm/ entry (profiles).
- 4) Name of Client.
- 5) No. of staff.
- 6) Address.
- 7) No. of staff - month, during of assignment.
- 8) Start date (month / year).
- 9) Completion date (month / year).
- 10) Approx: cost.
- 11) Name of months of professional staff provided by associated Management Consultancy Firm.
- 12) Name of Senior Staff / Team Leader.
- 13) Description of Project.
- 14) Description of Services provided by staff.

SECTION – 13

13.1 COMMENTS AND SUGGESTIONS OF THE FIRMON THE TERMS OF REFERENCE, SERVICES AND FACILITIES TO BE PROVIDED

On the Terms of Reference.

1. _____
2. _____
3. _____
4. _____
5. _____

13.2 APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMANCE THE ASSIGNMENT

The approach, methodology and work plan to be submitted by the Firm must include the following:

- a) Undertaking of the objectives / scope of work methodology.
- b) Work Plan.
- c) Manning Schedule.
- d) Proposal Presentation.

Note: In case the above are not provided by the Management Consultancy Firm, the Technical Proposal shall be considered as “Non-responsive” and will cause rejection of the Firm proposal.

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

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

13.3.1 MANAGERIAL STAFF

NAME	POSITION	TASK

13.3.2 ADMINISTRATIVE STAFF

NAME	POSITION	TASK

13.3.3 SUPERVISORY STAFF.

NAME	POSITION	TASK

13.4 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

Proposed position: _____

Name of Management Consultancy Firm _____
/ Consortia / JV Organizations _____

Name of staff _____

Professional _____

Date of Birth _____

Years with Management Consultancy Firm _____
/ Consortia / JV Organizations / entity _____

Membership in professional society(s) _____

Detailed Tasks Assignment _____

Key Qualification _____

Education _____

13.5 SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Position	Reports	1 2 3 4 5 6 7 8 9 10 11 12												Members of Months	

Full-time _____

Reports due _____

Activities duration _____

Part time _____

Signature _____

Full Name _____

Title _____

Address _____

13.6 SCHEDULE ACTIVITY (WORK SCHEDULE).

Supervision & review / amendments of the design (1st, 2nd, etc are months from the start of assignment).

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

	1 st t	2 nd d	3 rd d	4 th h	5 th h	6 th h	7 th h	8 th h	9 th h	10 th h	11 th h	12 th h
Activity (Work)												

13.7 DETAILS OF THE COMPANY / CONSORTIUM

- 1) Name of the Establishment:
- 2) Legal Status:
- 3) Address of office / offices, including phone / fax numbers:
- 4) Directors / Partners:
- 5) Contact Personnel:
- 6) Web site and e-mail Address:
- 7) Legal Advisors:
- 8) Chartered Accountants:

13.8 EXPERTISE & EXPERIENCE

- 1) Brief description of Employees, their Expertise and Skills:
- 2) List of in-house facilities:
- 3) Projects in hand alongwith cost:
- 4) Projects previously undertaken alongwith cost:
- 5) Property, plant and equipments and other construction machinery.