



DIRECTORATE OF URBAN POLICY & STRATEGIC PLANNING
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH



No. P&D/Directorate (UPSP)/DD/Pro./2018/2620A Karachi, dated December 26, 2018

The Managing Director,
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.

Att: Assistant Director (Assessment)

**Subject: NIT NO. P&D/DIRECTORATE/UP&SP/DD(F&P)/2018 DATED 21.06.2018
SPPRA SR. # 37777 (EOI)**

I am directed to refer to subject noted above; and to enclose following documents for hoisting on SPPRA's website:

- Letter of Acceptance
- Contract Agreement/ Award
- Contract Evaluation Form


26/12/18
Director
(Admin. Fin. & Management)

Copy for information to:

- The Director (UP&P), Directorate of UP&SP, P&D Department, GoS, Karachi
- The Deputy Director (Pro.), Directorate of UP&SP, P&D Department, GoS, Karachi
- P.S to Chairman P&D Board, GoS, Karachi
- P.S to Secretary (Planning), P&D Department, GoS, Karachi
- E.S to Director General, Directorate of UP&SP, Sindh, Karachi

SPPRA INWARD DIARY
4903
DATED: 26/12/2018

Bungalow # -37E/2, P.E.C.H.S Block-6, Karachi.

Tel: +92 21 34300555-57 Fax: +92 21 34300554 www.urbandirectorate.gos.pk


26/12

Diary No.
Page

Director General
Directorate of Urban Policy and Strategic Planning,
Planning and Development Department
Government of Sindh

24th December 2018

Subject: Acceptance Letter

Project: Hiring of GIS Individual Consultant to Undertake Need Assessment of Various Inputs needed by the Government of Sindh in its usual and Future Assignments Concerning GIS

Reference: Letter No. P&D/Directorate(UPSP)/DD(Pro.)/2018/17120A
Dated: 21ST December 2018

Dear Sir,

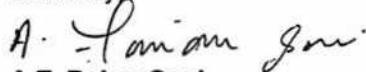
This is in reference to your offer letter dated: 21ST December 2018 to furnish an *acceptance letter* as GIS Individual Consultant hired to carryout various GIS related services as mentioned in the above subject project.

Please find this letter as our "**Formal Acceptance**" as required in your offer letter.

I would like to extend thanks and appreciation for consideration and selection based on our technical proposals to carry out the above mentioned services.

Looking forward to execute formal agreement for the issuance of work order and assurance of best technical & professional expertise to carry out the given consultancy assignments.

Sincerely,



A.F. Babar Sani
GIS Consultant
Cell: +92 300 3940540
Email: babar_sani@yahoo.com



DIRECTORATE OF URBAN POLICY & STRATEGIC PLANNING
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH

URBAN POLICY &
STRATEGIC PLANNING
A DEPARTMENT GOVT OF SINDH

No. P&D/Directorate (UPSP)/DD(Pro.)/2018/

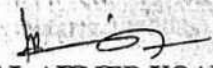
Karachi, dated December 21, 2018

Mr. A.F Babar Sani,
F 194/4, Park Lane,
Block-05, Clifton,
Karachi
Cell No. 0300 3940540

Subject: LETTER OF ACCEPTANCE - HIRING OF GIS INDIVIDUAL CONSULTANT TO UNDERTAKE NEED ASSESMENT OF VARIOUS INPUTS NEEDED BY THE GOVERNMENT OF SINDH IN ITS USUAL AND FUTURE ASSIGNMENTS CONCERNING GIS

Please refer above subject with the approval of competent authority, it is hereby informed that you have been selected as an individual consultant "Hiring of GIS individual consultant to undertake need assessment of various inputs needed by the Government of Sindh in its usual and future assignments concerning". The total cost of the subject assignment would be PKR 2.90 Million (Two Million and Nine Hundred Thousand) (inclusive of all applicable taxes)

2. It is therefore requested to furnish Government stamp duty (Current Rate) on contract amount PKR 2.90 Million and submit letter of acceptance within 05 working days, contract agreement is enclose herewith.
3. The services shall be completed within 03 months from the date of commencement as per deliverable mentioned in the contract agreement.


(FAISAL AHMED UQAILI)
Director General

Enclosure:

- Contract Document

Copy for information to:

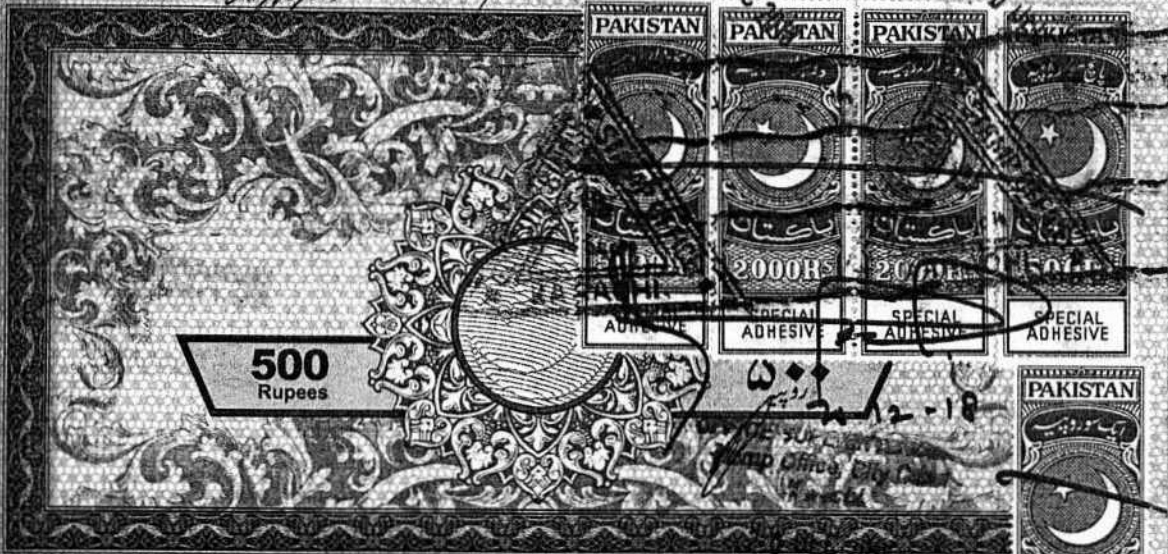
- The Director (UP&P), Directorate of UP&SP, P&D Department, GoS, Karachi
- The Director (AF&M), Directorate of UP&SP, P&D Department, GoS, Karachi
- The Deputy Director (Pro.), Directorate of UP&SP, P&D Department, GoS, Karachi
- P.S to Chairman P&D Board, GoS, Karachi
- P.S to Secretary (Planning), P&D Department, GoS, Karachi

Bungalow # -37E/2, P.E.C.H.S Block-6, Karachi.
Tel: +92 21 34300555-57 Fax: +92 21 34300554 www.urbandirectorate.gos.pk

A279391

280
20/12/18 9651

20 DEC 2018



KASHIF KAZA STAMP VENDOR

Licence No. 02 G-14, Spanish Homes
Phase-1, G.H.A., Karachi.

S.no. 23129 Date 08 DEC 2018

Issued To Wh. Address.....

Through Wh. Address..... MUHAMMAD SABIR

Purpose..... Advocate HC/8309/Khi

Value Rs. 500 Attach.....

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

08 DEC 2018

(RUPEES FIVE HUNDRED)



THIS CONTRACT ("Contract") is entered into this 24th December, 2018, by and between Directorate of Urban Policy & Strategic Planning, Planning & Development Department Government of Sindh ("the PA") having its principal place of business at Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi, and Mr. A.F Babar Sani - Individual Consultant as "GIS Specialist" ("the Consultant") having its address at F 194/4, Park Lane, Block - 5, Clifton, Karachi.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

2. Term The Consultant shall perform the Services during the period commencing 24th December, 2018 and continuing through 23rd ~~February~~ ^{MARCH} 2019 or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling
For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed Pak Rupees 2,900,000 (Two Million, Nine Hundred Thousand) - inclusive all applicable taxes. 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.



B. 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.

4. Economic Price Adjustment

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ---% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:

"Payments for remuneration in accordance with Clause 3 shall be adjusted as follows

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

$$R_i = R_{i0} \frac{I_i}{I_{i0}}$$

where R_i is the adjusted remuneration, R_{i0} 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_{i0} is the official rate of inflation for the month of the date of the Contract."]

5. Project Administration

A. Coordinator

The PA designates MUMTAZ ALI (DIRECTOR URBAN POLICY & PLANNING) as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

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

C. Records and Accounts

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

6. Performance Standard

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

7. Confidentiality

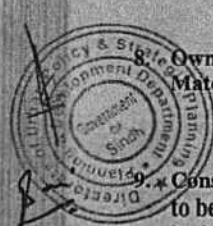
The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.

8. Ownership of Material

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

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.



10. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
11. **Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
12. **Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
13. **Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

For PA

For Consultant

Signed by: _____

Signed by: _____

Title: Director General,
Directorate of Urban Policy &
Strategic Planning, Planning and
Development Department, Govt.
of Sindh.

Title: Mr. A.F Babar Sani – Individual
Consultant as "GIS Specialist"



II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.
- b) "Procuring Agency PA" means the implementing department which signs the contract
- c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- g) "Foreign Currency" means any currency other than the currency of the PA's country.
- h) "GC" means these General Conditions of Contract.
- i) "Government" means the Government of Sindh.
- j) "Local Currency" means Pak Rupees.
- k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.



o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.

p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices
1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

Fraud and Corruption If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.



2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 By the PA** The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).
- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.



- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

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

2.6.3 Payment upon Termination

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

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



3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's

The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:



Prior Approval

- (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.).



4.1 Description of Personnel

[Handwritten signature]

4. CONSULTANT'S PERSONNEL

5.

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 lumpsum price is provided in Appendices D and E.
- 6.5 **Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G



hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.



III. Special Conditions of Contract

- | Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| (1.1) | Sindh Public Procurement Act and Sindh Public Procurement Rules 2010. |
| 1.3 | The language is English. |
| 1.4 | The addresses are: Procuring Agency: Directorate of Urban Policy & Strategic Planning, Planning and Development Department, Govt. of Sindh. Bungalow #. 37E/2, Block-6, PECHS, Karachi |
| Attention: | Director General |
| Facsimile: | 021-34300554 |
| E-mail: | dgupsp@gmail.com |
| Consultant: | Mr. A.F Babar Sani – Individual Consultant as “GIS Specialist” F 194/4, Park Lane, Block – 5, Clifton, Karachi |
| Attention: | Mr A.F Babar Sani, |
| Facsimile: | +92 300 3940540 |
| E-mail: | babar_sani@yahoo.com |
| (1.6) | The Member in Charge is Mr A.F Babar Sani. |
| 1.7 | The Authorized Representatives are: For the PA: Mr. MUMTAZ ALI (DIRECTOR URBAN POLICY + PLANNING) MR. DAYAL DAS RATHORE (ASSISTANT DIRECTOR - GIS) For the Consultant: Mr A.F Babar Sani |
| 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
- 2.2 The date for the commencement of Services is 24th December, 2018.
- 2.3 The time period shall be 03 months.
- 3.4 The risks and the coverage shall be as follows: Not Applicable
- {3.5 (b)} Not Applicable
- {3.7 (b)} The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.
- 4.1 Not Applicable
- {5.1} Not Applicable.
- 5.3 Not Applicable
- 6.2 Mentioned appendix A
- 6.3 The contract amount in Pak Rupees "Two million, nine hundred thousand" (PKR 2.90 million – inclusive all applicable taxes).
- 6.4 If additional assignment is agreed in future the appendix – D and E will be included accordingly
- 6.5 The accounts are:
for local currency:
Account Title: ABDUL FATTAH BABAR SANI / ZAHIDA KHANUM.
Bank & Branch: DUBAI ISLAMIC BANK / CLIFTON (MAIN)
BY. CODE: 009
Account No.: 0090905001
- Payments shall be made according to the following schedule:



- (a) Fifteen (15) percent of the Contract Amount shall be paid upon submission of the inception report (satisfactory level) including review of UP&SP Activities and needs in GIS Context (Satisfactory Level).
- (b) Thirty Five (35) percent of the Contract Amount shall be paid upon submission (satisfactory level) of "Draft Report focusing on Geospatial Data Management System Model Framework.
- (c) Fifty (50) percent of the Contract Amount shall be paid upon approval of the "Final Report focusing on GIS Data Management Model Framework Implementation.

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



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Annex A. Terms of Reference

Background

Directorate of Urban Policy and Strategic Planning (UP&SP), Planning and Development Department Government of Sindh, requires services of an Individual Geographic Information System (GIS) Consultant to carry out the following:

- I. **Component 1 – Review of UP&SP Activities and Needs in GIS context:** Submission of work plan and road map with review of needs and options for the provision of GIS system within UP&SP including the following:
 - a. Undertake necessary liaison with participatory offices and continue dialogue and exchange of information with the public / government offices
 - b. Review IT/GIS systems with Planning and Development Department and other GoS Departments and Regional / International Organizations
 - c. Work with the UP&SP projects team leaders to assess the geospatial data requirements and other consultant teams to design and commission appropriate GIS systems.
- II. **Component 2 – Geospatial Data Management System Model Framework:** Scope of work under this component will include:
 - a. Classification of development sectors geospatial datasets
 - b. identify geospatial data availability and gaps in terms of geospatial data resolution, hardware and software procurement requirements along with technology requirements to undertake geospatial field surveys (topographic/ terrain data models etc)
 - c. Coordination with the IT specialist(s) to formulate GIS data systems integration within UP&SP.
- III. **Component 3 –GIS Data Management Model Framework Implementation:** Scope of work under this component will include:
 - a. Complete Data Model Framework with integrated technologies integration
 - b. Identification of platform(s), necessary hardware equipment, software requirements and specifications
 - c. Documentation of manpower and technical requirements for basic/ advance trainings, standardization and certification requirements.

Deliverables

| S# | Deliverables | Time Schedule |
|----|--|------------------------------|
| 1. | Inception report (satisfactory level) including review of UP&SP Activities and needs in GIS Context (Satisfactory Level) | 1.0 month after mobilization |
| 2. | Draft Report focusing on Geospatial Data Management System Model Framework | 2.0 month after mobilization |
| 3. | Final Report focusing on GIS Data Management Model Framework Implementation | 3.0 month after mobilization |



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Appendix A

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN

Contract No. _____
Dated. 24 December, 2018

Contract Value: Two million and nine hundred thousand rupees (PKR 2,900,000) – inclusive all applicable taxes

Contract Title: "Hiring of GIS individual consultant to undertake need assessment of various inputs needed by the government of Sindh in its usual and future assignments concerning GIS".

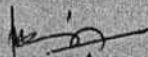
Mr A.F Babar Sani – Individual Consultant as GIS Specialist is hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

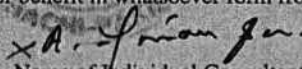
Without limiting the generality of the foregoing, Mr A.F Babar Sani – Individual Consultant as GIS Specialist represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone 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.

Mr A.F Babar Sani – Individual Consultant as GIS Specialist 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.

Mr A.F Babar Sani – Individual Consultant as GIS Specialist 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, Mr A.F Babar Sani – Individual Consultant as GIS Specialist 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'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.


Procuring Agency
Directorate of Urban Policy & Strategic
Planning, Planning and Development
Department, Govt. of Sindh.


Name of Individual Consultant:
Mr A.F Babar Sani – Individual Consultant as
GIS Specialist

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

| | | |
|---|---|--|
| 1) | NAME OF THE ORGANIZATION / DEPTT. | Directorate of Urban Policy & Strategic Planning, Planning & Development Department, Govt. of Sindh |
| 2) | PROVINCIAL / LOCAL GOVT./ OTHER | Provincial Government |
| 3) | TITLE OF CONTRACT | Hiring Individual Consultant for GIS |
| 4) | TENDER NUMBER | INF-KRY.NO.2812/2018 |
| 5) | BRIEF DESCRIPTION OF CONTRACT | Individual Consultant for the assignment of Hiring of GIS individual consultant to undertake need assessment of various inputs needed by the Government of Sindh in its usual and future assignment concerning GIS |
| 6) | FORUM THAT APPROVED THE SCHEME | P&D Department, Govt. of Sindh |
| 7) | TENDER ESTIMATED VALUE | Not Applicable |
| 8) | ENGINEER'S ESTIMATE (For civil works only) | Not Applicable |
| 9) | ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) | 03 Months |
| 10) | TENDER OPENED ON (DATE & TIME) | 12 th July, 2018 |
| 11) | NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) | 0 |
| 12) | NUMBER OF BIDS RECEIVED | 0 |
| 13) | NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS | 0 |
| 14) | BID EVALUATION REPORT (Enclose a copy) | Financial Minutes Attached |
| 15) | NAME AND ADDRESS OF THE SUCCESSFUL BIDDER | Mr. A.F. Babar Sani, F 194/4, Park Lane, Block-5, Clifton, Karachi. |
| 16) | CONTRACT AWARD PRICE | Rs. 2.90 (Inclusive all applicable taxes) |
| 17) | 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID) | Top ranked individual consultant Mr. A.F. Babar Sani, Individual Consultant GIS |
| 18) | METHOD OF PROCUREMENT USED : - (Tick one) a) SINGLE STAGE – ONE ENVELOPE PROCEDURE b) SINGLE STAGE – TWO ENVELOPE PROCEDURE c) TWO STAGE BIDDING PROCEDURE d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE | a) Individual consultant |
| PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING / NEGOTIATION ETC. WITH BRIEF REASONS: | | |

| | | | | |
|-----|--|---|---|----|
| 19) | APPROVING AUTHORITY FOR AWARD OF CONTRACT | Director General, Directorate of Urban Policy & Strategic Planning, Planning & Development Department, Govt. of Sindh | | |
| 20) | WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? | Yes | √ | No |

21) ADVERTISEMENT:

| | | | | |
|-----|---|-----|--|--|
| i) | SPPRA Website (If yes, give date and SPPRA Identification No.) | Yes | Dated 22-06-2018 SPPRA Sr. No. 37777 | |
| | | No | | |
| ii) | News Papers (If yes, give names of newspapers and dates) | Yes | Daily Ibrat 08-06-2018 Daily Sindh Express 23-06-2018 Daily Moomal 25-06-2018 Daily Express 23-06-2018 Daily Dawn 25-06-2018 | |
| | | No | | |

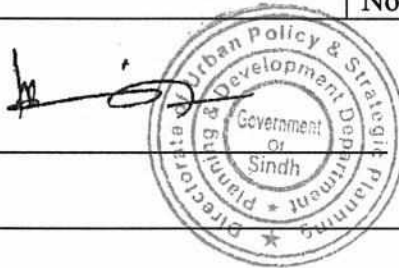
| | | | | | |
|-----|--|-------------------|-----|------|--|
| 22) | NATURE OF CONTRACT | Domestic Local | | Int. | |
| 23) | WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) | Yes | √ | No | |
| 24) | WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) | Yes | N.A | No | |
| 25) | WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING? | Yes | √ | No | |
| 26) | WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS? | Yes | N.A | No | |
| 27) | WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies) | Yes | √ | No | |
| 28) | WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT? | Yes | √ | No | |
| 29) | WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS? | Yes | | No | |
| 30) | WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? | Yes | √ | No | |

| | | | |
|-----|---|-----|----------------------------------|
| 31) | ANY COMPLAINTS RECEIVED (If yes, result thereof) | Yes | |
| | | No | No any complaint received |
| 32) | ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (If yes, give details) | Yes | |
| | | No | No |
| 33) | WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons) | Yes | |
| | | No | No |
| 34) | DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.) | Yes | |
| | | No | No |

| | | | | | |
|-----|---|-----|---|----|---|
| 35) | WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED? | Yes | √ | No | |
| 36) | WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD: (If yes, enclose a copy) | Yes | | No | √ |
| 37) | WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)? | Yes | | No | √ |

| | | | |
|-----|--|-----|-----------|
| 38) | SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description) | Yes | |
| | | No | No |

Signature & Official Stamp of _____
Authorized Officer



FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



**DIRECTORATE OF URBAN POLICY & STRATEGIC PLANNING
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH**

**URBAN POLICY &
STRATEGIC PLANNING
P&D DEPARTMENT, GOVT. OF SINDH**

Subject: CONSULTANT SELECTION COMMITTEE (CSC) MEETING – HIRING OF SERVICES OF AN INDIVIDUAL CONSULTANT AS “GIS SPECIALIST”

A meeting of Consultant Selection Committee (CSC) was held under the Chairmanship of Director General, Directorate of Urban Policy & Strategic Planning (UP&SP), Planning & Development Department, Government of Sindh on 10th September, 2018 at 10:30 AM in the committee room of the Directorate for financial negotiations with top ranked individual consultant (Specialist) i.e. Mr. A.F Babar Sani as GIS Specialist.

2. The CSC discussed with top ranked consultant Mr. A.F Babar Sani regarding project background, terms of reference, deliverable and duration of the assignment. After detailed discussion on the TORs, the CSC enquired the consultant regarding financial charges for carrying out the subject assignment. The consultant offered that he would carry out the assignment at PKR 2.9 Million inclusive of all applicable taxes. The CSC discussed the offer and found it to be reasonable and within the budgeted provision for the assignment.

The consultant Mr. A.F Babar Sani assured to carry out the subject assignment and complete it within the specified time frame stipulated in the ToRs.

(Mr. Dayal Das Rathore)
Assistant Director (GIS),
Directorate of UP&SP, P&D Department,
Govt. of Sindh
(Co-opted Member)

(Mr. Gulab Ali Tanwari)
Deputy Director (Procurement),
Directorate of UP&SP, P&D Department,
Govt. of Sindh.
(Member/ Secretary)

(Mr. M. Iqbal Khan Rehmani)
Deputy Director (GIS),
Board of Revenue, Revenue Department,
Govt. of Sindh.
(Member)

(Mr. Engr. Anis A. Khan)
Assistant Chief (EPR),
P&D Department,
Govt. of Sindh
(Member).

(Athar Behzad Memon)
Deputy Secretary (Dev – II)
Finance Department,
Govt. of Sindh.
(Member)

(Mr. Mumtaz Ali)
Director (Urban Policy & Planning),
Directorate of UP&SP, P&D Department,
Govt. of Sindh
(Co-opted Member)

(Mr. Muhammad Ali Khoso)
Director General,
Directorate of UP&SP, P&D Department,
Govt. of Sindh.
(Chairman)