

N.I.T SUBMISSION(1)

PROCURING AGENCY:

*Directorate of Urban Policy & Strategy
Planning, P&D Dept G205.*

TENDER REF:

SPPRA ID: 2147483647
S.No. 28305

<u>Documents Required with NIT:</u>	IC	AM
a. Notice Inviting Tender	<input type="checkbox"/>	<input type="checkbox"/>
b. Notification of Procurement Committee	<input type="checkbox"/>	<input type="checkbox"/>
c. Notification of Complaint redressal committee.	<input type="checkbox"/>	<input type="checkbox"/>
d. Bidding documents	<input type="checkbox"/>	<input type="checkbox"/>
e. Annual Procurement Plan	<input type="checkbox"/>	<input type="checkbox"/>
f. Method of Receiving Courier	<input type="checkbox"/> Hand <input type="checkbox"/> Courier	
Initial		

E.O.I / PRE-QUALIFICATION SUBMISSION (2)

PROCURING AGENCY: _____

TENDER REF: _____

<u>EOI / Pre-qualification:</u>	IC	AM
<input checked="" type="checkbox"/> a. Notice of EOI / Pre-qualification.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> b. Notification of Procurement Committee / Consultant selection committee	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> c. Notification of Complaint redressal committee.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> d. Pre-qualification / shortlisting documents / RFP documents	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> e. Annual Procurement Plan	<input type="checkbox"/>	<input type="checkbox"/>
f. Method of Receiving Courier	<input checked="" type="checkbox"/> Hand <input type="checkbox"/> Courier	
Initial		

Name: _____

Nabesh Akhla

Signature: _____

[Signature]

Date: _____

16/8/15



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

URBAN POLICY &
STRATEGIC PLANNING

INVITATION FOR EXPRESSIONS OF INTEREST

PROCUREMENT OF SERVICES OF A CONSORTIUM OF CONSULTING FIRMS FOR "MUNICIPAL FINANCE ASSESSMENT STUDY" FOR SINDH

The Directorate of Urban Policy & Strategic Planning, P&DD, Government of Sindh, is seeking to identify a consortium of consulting firms for conducting "Municipal Finance Assessment Study" for Sindh. The consortium should consist of a financial management firm as a Lead Firm and an engineering consulting firm as an Associated Firm.

Terms of Reference of the captioned project will include the following:

A. Existing Situational Analysis in detail to assess the current status of the Municipalities, while addressing the following important points:-

- Data Collection & Analysis of Municipalities, vis-a-vis Municipal Budget, covering all aspects including Own Source Revenues - Inter-Governmental Transfers - Borrowings & other Sources - Expenditures.
- Conduct Trend Analysis - Revenue & Expenditure.
- Data Collection & Analysis of historic & current tariff structures of Municipalities.
- Carry out Analysis of Trends in revenue collections;
- Analyze performance of Municipalities in the provision of Service Delivery.
- Carry out detailed SWOT Analysis.
- Assessment of Municipal Transfer Mechanism.
- Assess the mechanism of inter-governmental financial transfers.
- Assessment of Municipal Taxes & Municipal Borrowing.
- Review of Legal Framework with particular reference to "Enabling Policies" as well as "Affecting Policies".

B. Identify Future Potential Sources of Revenue with detailed analysis and submit proposals, keeping in view the following important points:-

- Identify potential sources of revenue.
- Develop recommendations for improved financial sustainability of local government.
- Examine the provisions relating to revenues and expenditure of municipalities.
- Examine the trends in major revenue sources and expenditures of municipalities.
- Conduct detailed analysis of current Tariff Structure.
- Conduct detailed analysis of Collection/Recovery mechanism of municipalities.
- Estimate and project the resource requirements of the municipality.
- Submit Proposals for Enabling Policies to enhance revenue generation.

Interested firms/consortium are requested to submit EoI on the prescribed EoI Form, which can be collected from the address mentioned below on any working day during office hours from the date of publication of this EoI. The last date of obtaining the EoI Form is 2nd June, 2016 till 5:00 pm. The EoI Form may also be downloaded free of cost from the websites: www.urbandirectorate.gos.pk and www.ppr.sindh.gov.pk.

The criteria for shortlisting of the firms include qualification, experience, financial capability etc. The firms may also submit any additional information which may further assist the firms in their bid concerning this assignment. Details of the criteria are included in the EoI Form.

Completed EoI Forms are to be submitted at the following address not later than 2:00 p.m. on 3rd June, 2016 along with Pay Order/Bank Draft of Rs. 1,000/- (Non-Refundable) in favour of the Directorate of Urban Policy & Strategic Planning, Sindh and shall be opened at 2:30 p.m. on 3rd June, 2016. Please note that the shortlisting of the firms would be made strictly as per SPPRA Rules 2010.

Office of the Director General,
Directorate of Urban Policy & Strategic Planning,
Planning and Development Department, Govt. of Sindh,
Bungalow No. 37-E/2, P.E.C.H.S., Block 6, Karachi, Pakistan.
Phone No. 021-34300552 & 34300555-57 — Fax: 021-34300554
Website: www.urbandirectorate.gos.pk — email: dgupsp@gmail.com

Note: In case of date of submission and opening of EoI is declared as a public holiday by the Government due to any reason, the next official working day shall be dealt to be date of submission and opening of EoI at the same time and venue.

INF-KRY No. 2036/16

Say No to Corruption

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GOVERNMENT OF SINDH
PLANNING, DEVELOPMENT &
SPL. INITIAIVE DEPARTMENT

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NOTIFICATION

NO:SO(ADMN-1)(P&D)12(105)12: In pursuance of Rule-67 of SPPRA Rule-2010, a Consultant Selection Committee, consisting of following members, is hereby constituted for procurement of Consultancy Services for "Municipal Finance Assessment Study" under Directorate of Urban Policy & Strategic Planning, Planning, Development & Spl. Initiatives Department, Government of Sindh :-

i.	Director General Directorate of Urban Policy & Strategic Planning (UP&SP)	Chairman
ii.	Dy. Director (Procurement) Directorate of UP&SP	Member Secretary
iii.	Representative of P&D Department, Government of Sindh.	Member
iv.	Representative of Finance Department, Government of Sindh.	Member
iv.	Representative of Local Government, Rural Development, PHE & HTP Department, Government of Sindh.	Member

2. The Director, Urban Policy & Strategic Planning, Directorate of UP&SP will serve as a co-opted member of the committee. No Representative member of the Committee will be below BPS-18.

Terms of Reference (TORs)

The consultants Selection Committee shall perform the following functions:

1. Short listing of consultants, responding to the request for Expression of Interest, where applicable, in accordance with the criteria mentioned in request for Expression of Interest.
2. Approval for request for Proposal before issuance.
3. Evaluation of technical and financial proposals, according to the selection method and evaluation criteria, mentioned in the request for proposal.
4. Finalization of recommendation based on evaluation.

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29/9/14
AFM
keep all (3) applications scanned & in record.
D.D (P&D) 9/9

MUHAMMAD WASEEM
ADDITIONAL CHIEF SECRETARY (DEV)

Karachi dated the 26th Sept. 2014

NO: SO(ADMN-1)(P&D)12(105)2012:

A copy is forwarded for information & necessary action to:-

1. Secretary to Govt. of Sindh, Finance Department, Karachi.
2. Secretary to Govt. of Sindh, Local Govt. Rural Dev. PHE & HTP Deptt.
3. Accountant General Sindh, Karachi.
4. Director General, Urban Policy & Strategic Planning Unit, Sindh, P&D Deptt. Govt. of Sindh.
5. Deputy Secretary (Admn) P&D Deptt. Govt. of Sindh, Karachi.
6. Deputy Secretary (Dev-1), Finance Department, Govt. of Sindh, Karachi.
7. Superintendent, Sindh Govt. Printing Press, Karachi.
8. P.S. to ACS(Dev), P&D Deptt. Govt. of Sindh, Karachi.
9. P.S. to Secretary (P) P&D Deptt. Govt. of Sindh, Karachi.
10. Officers concerned.
11. Master File.

(IMRAN SIBTAIN)
Section Officer (Admn-1)
Ph: 021-99211926
26/09/2014



GOVERNMENT OF SINDH
PLANNING, DEVELOPMENT &
SPL. INITIAIVE DEPARTMENT

NOTIFICATION

NO:SO(ADMN.I)(P&D)12(105)/12: In pursuance of Rule-31 of SPPRA Rules, 2010 a Redressal Committee, comprising the following, is hereby constituted to grant right to the bidders as a legal obligation to represent against the decisions of Directorate of Urban Policy and Strategic Planning, Planning, Development & Spl. Initiatives Department, Government of Sindh for all consultancy services:-

01.	Secretary (Planning) P&D Department, Government of Sindh.	Chairperson
02.	Representative of Accountant General Sindh (not below an Officer in BPS-18)	Member
03.	An independent professional from relevant field.	Member

Terms of Reference (TORs)

TORs of the committee are as provided under Rule-31 of SPP Rule-2010 and to perform any other function ancillary and incidental to the above.


MUHAMMAD WASEEM
Additional Chief Secretary (Dev.)

NO: SO(ADMN-I)(P&D)12(105)/2012:

Karachi dated the 22nd October, 2014

A copy is forwarded for information & necessary action to:-

1. Secretary to Govt. of Sindh, Finance Department, Karachi.
2. Accountant General Sindh, Karachi.
3. Director General, Urban Policy & Strategic Planning Unit, Sindh, P&D Deptt.
4. Deputy Secretary (Admn) P&D Deptt. Govt. of Sindh, Karachi.
5. Deputy Secretary (Dev-1), Finance Department, Govt. of Sindh, Karachi.
6. Superintendent, Sindh Govt. Printing Press, Karachi.
7. P.S. to ACS(Dev), P&D Deptt. Govt. of Sindh, Karachi.
8. Officers concerned.
9. Master File.


(IMRAN SIBTAIN)
Section Officer (Admn-I)
Ph: 021-99211926

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24/10/14

Di-
ARM/
DO (P&D)






REQUEST FOR PROPOSALS (RFP)

MUNICIPAL FINANCE ASSESSMENT STUDY FOR SINDH

FOR

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

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

August, 2016

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Section 1. Letter of Invitation

Letter of Invitation

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

Dear Mr./Ms.:

1. The Directorate of Urban Policy and Strategic Planning (DUPSP) (hereinafter called "Procuring Agency") now invite proposals to provide the following consulting services:
"Municipal Finance Assessment Study for Sindh"
More details on the services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) has been addressed to the following shortlisted Consortia:
 - I. M/s. Ernst & Young Ford Rhodes Sidat Hyder (EY) associated with Osmani & Company (Pvt.) Ltd. (Consortium)
 - II. M/s. Deloitte Yusuf Adil, associated with Atif Nazar Associates (Consortium)
 - III. M/s. Oxford Policy Management Limited associated with Spectra Engineering Solution (Pvt.) Ltd (Consortium)

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

3. A Consortium will be selected under Least Cost Selection Method and procedures described in this RFP, in accordance with the SPPRA Rules 2010 and up to date amendments.

4. The RFP includes the following documents:

Introduction

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

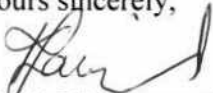
5. Please inform us in writing at the following address:

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

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

(b) whether you will submit technical and financial proposals.

Yours sincerely,



Khair Muhammad Kalwar,

Director General,

Directorate of Urban Policy & Strategic Planning,

Planning and Development Department, Govt. of Sindh.

Section 2. Instructions to Consultants

2. Introduction

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

3. Conflict of Interest

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

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

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

12. Language

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

13. Technical Proposal Format and Content

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

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

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

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

**Receipt, and
Opening of
Proposals**

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

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

**17. Proposal
Evaluation**

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

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

**18. Evaluation of
Technical Proposals**

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

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

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

20. Negotiations

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

21. Technical negotiations

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

22. Financial negotiations

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

23. Availability of Professional

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

Data Sheet

Clause Reference	
1.1	<p>Name of the Assignment is: <u>Municipal Finance Assessment Study for Sindh.</u></p> <p>The Name of the PA's official (s):</p> <p>Director General, Directorate of Urban Policy & Strategic Planning, Sindh, Planning & Development Department, Government of Sindh.</p> <p>Address: <u>Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi.</u></p> <p>Telephone: <u>021-34300555-57</u> Facsimile: <u>021-34300554</u> E-mail: <u>dgupsp@gmail.com</u></p>
1.2	<p>The method of selection is: <u>Least Cost Selection Method.</u></p> <p>The Edition of the Guidelines is: <u>The Sindh Public Procurement Rules, 2010, amended 2013.</u></p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p><u>Yes</u></p>
1.4	<p>The PA will provide the following inputs and facilities: <u>Dedicated staff for liaison & coordination.</u></p>
1.5	<p>The Proposal submission address is: <u>Office of the Director General, Directorate of Urban Policy & Strategic Planning, Sindh, Planning & Development Department, Government of Sindh. Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi.</u></p> <p>Proposals must be submitted no later than the following date and time: <u>5th September, 2016 not later than 3:30 p.m. and Technical proposal shall be opened at 04:00 p.m. on same date and venue.</u></p>
1.6	<p>Expected date for commencement of consulting services: <u>3rd October, 2016.</u> at: <u>Karachi</u></p>

9.1	Proposals validity shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
9.2	The consultants shall submit bid security of 1% of the bid price along with financial proposal, in form of pay order / bank draft, and in favor of the "Directorate of Urban Policy & Strategic Planning, Sindh".
10.1	Clarifications may be requested not later than <u>five</u> days before the submission date. The address for requesting clarifications is: <u>Office of the Director General,</u> <u>Directorate of Urban Policy & Strategic Planning, Sindh, Planning & Development Department, Government of Sindh.</u> <u>Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi.</u> Facsimile: <u>021-34300554</u> E-mail: <u>dgupsp@gmail.com</u>
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: <u>No.</u>
11.2	The estimated number of professional staff-months required for the assignment is: <u>250 including man-months of support staff.</u>
13.1	The format of the Technical Proposal to be submitted is: <u>Full Technical Proposal</u>
13.2 (vii)	Training is specific component of this assignment <u>No.</u>
14.1	<i>List the applicable Reimbursable expenses in local currency.</i> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route



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	<p>(3) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services;</p> <p>(4) cost of printing and dispatching of the reports to be produced for Consulting Services;</p> <p>(5) organization of consultative workshops with stakeholders for the four clusters</p>																													
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable <u>Yes</u>																													
16.2	Consultant must submit the original and <u>03</u> copies of the Technical Proposal and the original of the Financial Proposal.																													
13.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td> a) Technical approach and methodology</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td> b) Work plan</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td> c) Organization and staffing</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td> d) Comments on TOR</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td> i. Team Leader (01 No.)</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td> ii. Municipal Finance Specialist (04 Nos.)</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td> iii. Municipal Services Specialist (04 Nos.)</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td> iv. Legal Experts (04 No.)</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;">[60]</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be</p>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[15]	b) Work plan	[5]	c) Organization and staffing	[5]	d) Comments on TOR	[5]	Total points for criterion (ii):	[30]	(iii) Key professional staff qualifications and competence for the assignment:		i. Team Leader (01 No.)	[10]	ii. Municipal Finance Specialist (04 Nos.)	[20]	iii. Municipal Services Specialist (04 Nos.)	[20]	iv. Legal Experts (04 No.)	[10]	Total points for criterion (iii):	[60]	
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Total points for criterion (iii):	[60]																													

	<p>determined considering the following three subcriteria and relevant percentage weights:</p> <table> <tr> <td>1) General qualifications (Including registration with relevant professional bodies.)</td> <td>30%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td>60%</td> </tr> <tr> <td>3) Experience in region and language</td> <td>10%</td> </tr> <tr> <td>Total weight:</td> <td>100%</td> </tr> </table> <p>Total points of criteria (i), (ii) & (iii) : [100]</p> <p>The minimum technical score St required to pass is: 70 Points</p> <p>The Contract Type: Lump Sum</p>	1) General qualifications (Including registration with relevant professional bodies.)	30%	2) Adequacy for the assignment	60%	3) Experience in region and language	10%	Total weight:	100%
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2) Adequacy for the assignment	60%								
3) Experience in region and language	10%								
Total weight:	100%								
20.1	Expected date and address for contract negotiations: To be announced later.								
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee. The amount of performance security will be equivalent to 10% of the contract amount.								
5.1	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.								

Section 3. Technical Proposal - Standard Forms

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

Refer to Reference Paragraph 13.1 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

2 [Delete in case no association is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

For FTP Only

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

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

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

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

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

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

1. **Proposed Position** *[only one candidate shall be nominated for each position]*: _____
2. **Name of Firm** *[Insert name of firm proposing the staff]*: _____

3. **Name of Staff** *[Insert full name]*: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: _____

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

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

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

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

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

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

Employer: _____
Positions held: _____

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

13. Certification:

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

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE¹

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

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

Full time input
 Part time input

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 14 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

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

Form FIN-1. Financial Proposal Submission Form	37
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Form FIN-3. Breakdown of Costs by Activity ¹	39
Form FIN-4. Breakdown of Remuneration ¹	40
Form FIN-5. Breakdown of Reimbursable Expenses ¹	41

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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

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

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

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

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

We remain,

Yours sincerely,

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

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

FORM FIN-2. SUMMARY OF COSTS

Item	Costs	
	Indicate Foreign Currency	Indicate Local Currency
Total Costs of Financial Proposal ²		

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

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

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

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

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		{/Home} {/Field}
Local Staff		
		{/Home} {/Field}

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

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Consultative workshops		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 14.1 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

* Municipal finance is about the revenue and expenditure decisions of municipal governments. It covers the sources of revenue that are used by municipal governments – taxes (property, income, sales, and excise taxes), user fees, and intergovernmental transfers. It includes ways of financing infrastructure through the use of operating revenues and borrowing as well as charges on developers and public-private partnerships. In certain markets, infrastructure is also financed through floating of Bonds backed by sovereign guarantees of the Governments.

Municipal finance addresses issues around expenditures at the local level and the accountability for expenditure and revenue decisions, including the municipal budgetary process and financial management.

Local governments make expenditures on a variety of services including transportation, fire protection, water and sewers, garbage collection and disposal, housing, health, recreation and culture, education, and social expenditures. The scope & nature of these expenditures vary from country to country and state to state, depending upon the prevailing regulatory framework & applicable laws. They fund these services and the infrastructure associated with them from a variety of sources.

Municipal finance affects economic development through its impact on the quality of local services and infrastructure required for expanding commerce and industry as well as its impact on the deepening of financial markets. Municipal finance affects the quality of the natural environment through its impact on municipal services such as water supply, sewage treatment, waste & solid waste management, and public transportation. In developed world, Municipal finance even affects poverty reduction through its impact on the ability of municipal governments to undertake effective pro-poor programs of social, economic, health, education, social and community development.

Poor finances of municipalities result in poor basic services, low capital investment, low credibility of municipalities, poor revenue collection efficiency, corruption and the lack of innovation in resource mobilization. This vicious cycle leads to poor delivery and low quality of services.

The study is primarily focused on evaluating municipal finances and to help design potential projects and interventions. The amount of funding available is almost always inadequate to meet the needs of municipalities. Lack of revenue raising powers and unpredictable intergovernmental transfers often hinders the ability of municipalities from efficient functioning.

In Pakistan in general, while in Sindh in particular, local revenue generation of municipalities is always inadequate to finance its budgetary expenditures and infrastructure development. Large dependence of municipalities has historically been on intergovernmental/provincial transfers.

The Directorate intends to carry out Municipal Finance Assessment Study for 30 District Head Quarter Towns of Sindh, in formation of 04 clusters i.e. North, South, Central, and Karachi.

The study undertakes to –

- (i) Assess municipal finance system and its performance and sustainability in the context of the changing socio-economic realities;
- (ii) Broaden the knowledge base on municipal fiscal and financial system;
- (iii) Increase awareness and build consensus on the need for municipal finance reform
- (iv) Suggest a municipal finance reform agenda

The study aims to consolidate the evidence on the finances of municipal finance and reassess the trends in municipal expenditures and incomes. It would examine several critical questions that shed light on the dynamics of municipal fiscal adjustment including the trade-off between own revenues and transfers and grants-in-aid. The study would also attempt to identify key vulnerabilities and the most fundamental challenges currently faced by Sindh municipalities.

There would be various possible avenues of revenue generation to enhance revenue base of the municipalities, like Municipal land utilization for Housing and Municipal spaces for “Used Car Gala”, “Animal Mandies” etc, and these aspects need to be explored further through this assessment study. Many municipalities have abundant vacant land that may be developed through various financing options including Public-Private Partnership to the benefit of those municipalities on the one hand, while on the other hand the same may serve as an engine of growth for those localities/towns.

3. Benefits of Municipal Finance Assessment Study

- Improving Municipal Finance could be one of the principal components of the assessment study, that will lead to enabling local governments to become fiscally sound and financially independent, and, will empower them to respond more effectively to their citizens’ needs
- Enhancing revenue generation capacities of municipalities, and greater use of municipal borrowing to finance high priority infrastructure development will lead to significant improvement in overall service delivery standards and capacities to meet current and future demands
- Enhancing revenues through increased tariffs and user charges for water supply, sewage treatment, and solid waste management
- The study would lead to identifying measures to create financial discipline in the municipalities, and overall improvement in their service delivery, and it will have a positive impact on the environment as well.

4. Duration of the Assignment

The duration for carryout the study will be for six months. An initial meeting to review the scope of the ToRs will be held as per the directions of the Directorate of Urban Policy and Strategic Planning, when the selected consultant is expected to produce the Inception Report that will include their proposed methodology (based on the present TORs) and the corresponding time schedule for

the assignment. Submission of the Report will be as per agreed timelines. The consultant shall be bound to consult stakeholders before finalization of the report and ensure that the suggestions of the stakeholders are incorporated in the report.

5. Methodology

The study shall be carried out through procurement/hiring of Local Consultancy Services, as per SPPRA rules. It is proposed that the studies may be carried out through single consultancy firm, and the selected consultant would employ 4 teams to complete the assigned tasks in breakup of 4-clusters.

The consultant would be required to submit separate report for each municipality/district Headquarter town, as detailed on the following table with cluster wise breakup.

S.No	Cluster	Municipality/Corporation/Town Name
1	NORTH	Sukkur
2		Ghotki
3		Khairpur
4		Larkana
5		Kambar @ Shahdadt
6		Shikarpur
7		Jacobabad
8		Kashmore @ Kandhkot
9	CENTRAL	Naushero Feroze
10		Shaheed Benazirabad @ Nawabshah
11		Matiari
12		Dadu
13		Jamshoro
14		Sanghar
15		Hyderabad
16		Tando Allahyar
17	SOUTH	Tando Muhammad Khan
18		Mirpur Khas
19		Tharparkar @ Mithi
20		Umer Kot
21		Badin
22		Thatta
23		Sujawal
24	KARACHI	Karachi Metropolitan Corporation
25		Karachi, South
26		Karachi, Central

27		Karachi, East
28		Karachi, West
29		Karachi, Malir
30		Karachi, Korangi

6. TERMS OF REFERENCE (TORs) FOR CONSULTANT TO CARRY OUT MUNICIPAL FINANCE ASSESSMENT STUDY

A. Existing Situation Analysis

The Consultant will carry out detailed situation analysis to assess the current status of the Municipalities, while addressing the following important points

- (i) Data Collection & Analysis of Municipalities. To carry out detailed Review of Municipal Budgets (Last 5-years) covering all aspects including;
 - a. Own Source Revenues
 - b. Inter-Governmental Transfers
 - c. Other Sources
 - d. Expenditures
- (ii) Conduct Trend Analysis – Revenue & Expenditure
- (iii) Data Collection & Analysis of historic & current tariff structures of Municipalities
- (iv) Carryout Analysis of Trends in revenue collections; Conduct detailed analysis of:
 - a. Recoveries (Taxes, levies & Charges)
 - b. Rate of Recovery
- (v) Analyze performance of Municipalities in the provision of Service Delivery
- (vi) Examine and identify major constraints that could influence the overall performance of the Municipalities in the provision of Service Delivery
- (vii) Assess Performance of Municipalities in Raising Revenues
- (viii) Assessment of Municipal transfer mechanism identifying types of transfers from various sources to the municipalities
- (ix) Assess the mechanism of intergovernmental financial transfers with a view to - facilitate financial sustainability of Municipalities
- (x) Assessment of Municipal taxes identifying type of property taxes that the municipalities levy
- (xi) Assessment of Municipal Borrowing identifying constraints on the authority of municipalities to borrow
- (xii) Identify the key financial issues affecting the financial sustainability of Municipalities at each level
- (xiii) The consultant shall carry out legal review of the enabling S.L.G.O Acts, Rules and directions issued from time to time and shall come up with a proposed amendments which shall ensure expansion of the financial infrastructure curve with maximum

care so that the access to municipal finances do not lead to disruption of financial discipline.

Review of Legal Framework with particular reference to "Enabling Policies" as well as "Affecting" Policies".

- (xiv) Carry out detailed SWOT Analysis
- (xv) Any other pertinent point

B. Future Potential

The Consultant will identify potential sources of revenue and carry out detailed analysis and submit proposals, while keeping in view the following important points

- (i) The consultant would identify potential sources of revenue. Detailed Proposals would be submitted for improving the own source revenue base of the municipalities through improving existing revenue sources as well as by identification of new sources of revenue, for the purpose of enhancing overall revenue base of municipalities.
- (ii) Develop recommendations for improved financial sustainability of local government including financial governance and potential sources of additional revenues to assess the current and long-term financial viability of the municipalities at the local level
- (iii) In the light of international and national experiences, the consultant will critically examine the provisions relating to revenues and expenditure of municipalities and bring out the mismatch between their revenue authority and expenditure responsibilities
- (iv) Examine the trends in major revenue sources and expenditures of municipalities and assess their fiscal position
- (v) Conduct detailed analysis of current Tariff Structure, and submit workable & practical tariff rationalization proposals aimed at enhancing revenues
- (vi) Conduct detailed analysis of Collection/Recovery mechanism of municipalities and identify loopholes & shortcomings of the system and submit proposals for improvement in Revenue Collection Mechanism / Recovery of Charges
- (vii) Estimate and project the resource requirements of the municipality, and suggest measures for improving the conditions of municipal finances
- (viii) Submit Proposals for Enabling Policies to enhance revenue generation & improve revenue collection / Recovery of Charges
- (ix) Any other pertinent point deemed appropriate

C. Conclusion

The consultant will provide:

- 1) Overall Situation Analysis of the Municipalities Revenues & Expenditures and assets
- 2) Trend Analysis and SWOT
- 3) Present and Potential capacity of the existing infrastructure and resources of the Municipalities
- 4) Present and Potential Revenues including Own Source Revenues of the Municipalities
- 5) Detailed proposals based on the points B(i) to B(viii)

D. Recommendations

The Consultants shall provide recommendations, after proper discussions with the stakeholders, for financial self-sufficiency and improved Service delivery of Municipalities.

Consultant will furnish recommendations identifying potential sources of Revenues, suggesting future trends. The consultant should provide detailed proposals/recommendations on enabling policy framework.

7. Team Composition and Job Description

S. No.	Position	Man Months
1.	Team Leader (01 No.)	6.0
2.	Municipal Finance Specialist (04 No.)	24.0
3.	Municipal Services Specialist (04 No.)	24.0
4.	Legal Experts (04 No.)	4.0
5.	Support Staff (32 Nos.)	192.0
Total man months		250.0

7.1. Qualification and job description for the Key Experts:

1) Team Leader:

Roles and Responsibilities:

- Overall management and supervision of the progress of the assignment
- Overall execution, conduct and monitoring of tasks as outlined in TORs
- Providing leadership and technical guidance to the team
- Timely production and submission of deliverables to the Client
- Mobilization of team and deployment of resources, necessary for accomplishment of the scheduled tasks
- Liaison with the client; and attendance of meetings and presentation

- Trend Analysis and SWOT
- Identification of financial self-sufficiency and improved Service delivery of Municipalities
- Identification of potential sources of Revenues also suggesting future trends
- Recommendations on enabling policy framework.

Qualification and Experience: Masters degree in business administration with relevant specialization or CA / ACCA, having minimum 15 years' experience in Finance, preferably Municipal Finance / Public Finance. Experience in multilateral, bilateral financed projects and development sector especially in Sindh province, will be considered as an added advantage.

2) Municipal Finance Specialist:

Roles and Responsibilities:

- Detailed Situation Analysis of the Municipalities' Revenues & Expenditures
- Assist team leader in Carrying out detailed SWOT Analysis
- Study and analysis of Present and Potential capacity of the existing infrastructure and resources of the Municipalities
- Study and analysis of Present and Potential Revenues including Own Source Revenues of the Municipalities
- Assist team leader in Carrying out detailed SWOT Analysis
- Detailed proposals based on the points B(i) to B(viii) mentioned in the ToRs
- Obtain and record views of the stakeholders

Qualification and Experience: Masters degree in business administration with relevant specialization or CA / ACCA, having minimum 05 years' experience in Finance, preferably Municipal Finance / Public Finance. Experience in multilateral, bilateral financed projects and development sector especially in Sindh province, will be considered as an added advantage.

3) Municipal Services Specialist:

Roles and Responsibilities:

- Study and analysis of Present and Potential capacity of the existing infrastructure and resources of the Municipalities
- Examine and identify major constraints that could influence the overall performance of the Municipalities in the provision of Service Delivery
- Analysis of performance of Municipalities in the provision of Service Delivery
- Assist team leader in Carrying out detailed SWOT Analysis

Qualification and Experience: Bachelor Degree in Engineering (Civil / Mechanical / any other relevant), having minimum 05 years' experience in Municipal Services. Experience in multilateral, bilateral financed projects and development sector especially in Sindh

province, will be considered as an added advantage.

4) Legal Expert:

Roles and Responsibilities:

- Study and analyze all the relevant Acts, Laws, and Ordinances
- Review of Legal Framework with particular reference to “Enabling Policies” as well as “Affecting” Policies” in the context of Revenue Mechanism
- Submit Proposals for Enabling Policies to enhance revenue generation & improve revenue collection / Recovery of Charges
- Identify present role and institutional setup of various agencies and bodies concerned with delivery of municipal services and municipal governance
- Provide support to other team experts in legal issues pertaining to their respective fields.

Qualification and Experience: Masters Degree in Law with 05 years’ work experience, should have in depth knowledge of roles of local, provincial and federal governments / government agencies in municipal services delivery and governance.

8. Reporting Requirements and Time Schedule for Deliverables

S. No.	Deliverables	Time Schedule
1.	Inception Report	0.5 month after mobilization
2.	Consultative workshops with Stakeholders to be conducted for four (04) clusters.	3.5 month after mobilization
3.	Draft Report for each municipality / district headquarter town (Existing Situation Analysis and Future Potential as well as Conclusion and Recommendations).	4.0 months after mobilization
4.	Draft Consolidated Report (Overall provincial Existing Situation Analysis and Future Potential as well as Conclusion and Recommendations).	5.0 months after mobilization
5.	Final Report for each municipality / district headquarter town (Existing Situation Analysis and Future Potential as well as Conclusion and Recommendations).	6.0 months after mobilization
6.	Final Consolidated Report (Overall provincial Existing Situation Analysis and Future	6.0 months after mobilization

Potential as well as Conclusion and Recommendations).

Section 6. Forms of Contract

II. General Conditions of Contract

I. GENERAL PROVISIONS

1.1 Definitions

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

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

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representa-

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the

tives

Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

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

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

(b) If the Consultant becomes insolvent or bankrupt.

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

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

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

assignments or their own corporate interests.

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

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2 Removal

- (a) Except as the PA may otherwise agree, no changes shall be made

**and/or
Replacement
of Personnel**

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

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

5. OBLIGATIONS OF THE PA

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

6. PAYMENTS TO THE CONSULTANT

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

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

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

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

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
------------------------	---

{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
-------	---

1.3	The language is English.
-----	--------------------------

1.4	The addresses are:
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Procuring	Agency:
-----------	---------

Attention:	_____
------------	-------

Facsimile:	_____
------------	-------

E-mail:	_____
---------	-------

Consultant:	_____
-------------	-------

_____	_____
-------	-------

Attention:	_____
------------	-------

Facsimile:	_____
------------	-------

E-mail:	_____
---------	-------

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

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

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

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

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

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

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

Special Condition of Contract

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[insert date]*.

2.3 The time period shall be *[insert time period, e.g.: twelve months, eighteen months]*.

3.4 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
- (b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

- *Note: Delete what is not applicable*
- {3.5 (c)} {The other actions are: *[insert actions]*.}
Note: If there are no other actions, delete this Clause SC 3.5 (c).
- {3.7 (b)} *Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:*
{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.}
{The PA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}
- {5.1} *Note: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."*
- 6.1 Procuring Agency shall indicate bid security not less than 1% and above 5%
Performance security shall not exceed 10% of contract amount
- 6.3 The amount in Pak Rupees or in foreign Currency *[insert amount]*.

Contract

6.5 The accounts are:

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

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

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

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

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

Appendix A

(INTEGRITY PACT)

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

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

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

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

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

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

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

Contract

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

.....

[Seal]

[Seal]

CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. **Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

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

 - C. Payment Conditions
Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. **Economic Price Adjustment** In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ---% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:
"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

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

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

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

5. Project Administration

A. Coordinator

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

B. Timesheets

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

C. Records and Accounts

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

6. Performance Standard

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

7. Confidentiality

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

8. Ownership of Material

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

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

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

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DIRECTORATE OF URBAN POLICY AND STRATEGIC PLANNING,
 PLANNING AND DEVELOPMENT DEPARTMENT GOVERNMENT OF SINDH
PROCUREMENT PLAN

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Sl. No.	Name of Study	Estimated Timeline				Source of Funds (ADP/NON-ADP)	Proposed Procurement Method
		Jul 15 - 16-Jun	Jul 16 - 17-Jun	Jul 17 - 18-Jun			
1	Feasibility Study - Karachi Elevated Circular Bypass	X	X				
2	Development of Master Plans for District HQ Towns of Sindh	X	X	X	X	X	X
3	Procurement Management Study for Sindh	X	X				
4	Food and Finance Assessment Study for Sindh	X	X				
5	Energy Efficiency Policy	X	X				
6	Feasibility of Development Program Schemes using Geospatial Technologies	X	X	X	X	X	X
7	Industrial Development Strategy for Sindh			X	X		


 (Khair Muhammad Kalwar)
 Director General



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