



**PEOPLE'S HOUSING CELL
GOVERNMENT OF SINDH**

**M-1, Mezzanine Floor, Beaumont Plaza, Behind PIDC Building, Karachi
Phone Nos. 021/9204178-9, Fax No. 021/5680117**

TECHNICAL/FINANCIAL PROPOSAL

FOR

PROVIDING CONSULTANCY SERVICES

TO

PEOPLE'S HOUSING CELL (PHC)

FOR

Launching housing scheme

in

Khairpur Sindh

Services will include preparation of Concept Plan, Master plan, Designing of Infrastructure, preparation of BoQ, cost estimates and Tender Documents, selection of qualified and experienced Developers/Builders, preparation of contracts and other documents, Supervision and Monitoring of development activities preparation and submission of monthly / quarterly progress and evaluation reports etc.



LETTER OF INVITATION

No.PHC/Dir (Tech) F-43/2009/

Karachi, April, 2009

To,

1. Peoples Housing Cell, Government of Sindh is interested in appointing Consulting Firms/ Consortiums of firms to provide Consultancy Services to the Cell for launching a housing scheme on 194 acres land situated in Khairpur Sindh.
2. The services will include: preparation of concept plan, master plan, design of Infrastructure, preparation of BoQ, cost estimate, selection of developers / builders, evaluation of their technical and financial proposals, preparation of agreements/contracts and other documents etc., supervision and monitoring of construction work, preparation and submission of monthly / quarterly progress reports and evaluation reports etc.
3. According to the scope of the project, integrated township approach will be adopted, where financially and technically sound Developers/firms/consortiums will be engaged. Residential housing will be provided with commercial centre/complexes. Provision of recreation areas and amenities will also be ensured. Simultaneously, selected developers/builders will be asked to provide **subsidized housing for low income people**.
4. Low Cost Housing will be subsidized from the profit so generated and its execution will be carried out in accordance with the specifications provided by PHC.
5. The executing agency for the project will be People's Housing Cell.
6. You are hereby invited to submit Technical & Financial Proposals in respect to provide consultancy services to People's Housing Cell for the above assignment, which would form the basis for future negotiations, ultimately leading to a contract agreement between your firm and the PHC.
7. A consulting firm will be selected in accordance with the procedures and method of selection mentioned in the Evaluation Criteria for the Technical and Financial Proposal of the Consultancy Services for PHC.
8. In order to familiarize yourself with the project and to assess the scope of services to be provided by your firm, you are welcome to visit the office of People's Housing Cell.
- 9.
10. However, it should be clearly understood that any cost incurred by you for collection of preliminary information, preparation of the proposal will not be reimbursed to you.

11. In the event that you desire additional information, PHC would provide such information expeditiously if available, but any delay in providing such additional information will not be considered as a reason for extending submission date of your proposal.
12. Detailed Technical Proposal should be submitted (original and one copy) along with Financial Proposal (original and one copy) in separate sealed envelopes to reach the office of People's Housing Cell, M-1, Mezzanine Floor, Beaumont Plaza, Behind PIDC building, Karachi on or before 29th April 2009, at 2.00 pm. The same shall be opened in the presence of the participating firms and who cares to be present on the date and time fixed for this purpose.
13. A proposal will be treated as non-responsive and will not be considered for evaluation, if any of the information requested in this Letter of Invitation is omitted or not complied with .No proposals will be accepted upon expiry of deadline date and time.
12. The successful consulting firm will submit a performance guarantee as per the provisions laid down under PPRA Rules.
13. The consultancy documents have been prepared based on PPRA-Rules. However, if there appears any discrepancy/deviation, then PPRA-Rules will prevail.
14. The time for the consultancy contract will be 12 months.

CHAIRMAN
Peoples Housing Cell, Karachi
Phone 021/9204178-9, Fax 021/5680117



PEOPLE'S HOUSING CELL GOVERNMENT OF SINDH

INFORMATION TO FIRMS

1.0 INTRODUCTION:

- 1.1 People's Housing Cell (PHC) will select Firm/Consortium in accordance with Single Stage bidding procedure defined in PPRR Rules and on the basis of evaluation of Technical and Financial Proposals.
- 1.2 Consulting Firms are invited to submit both "Technical Proposal" and "Financial Proposal" for Consultancy Services required by PHC for launching housing scheme (as per TOR) in separate sealed envelopes. The proposals will form the basis for award of contract to the selected firm.
- 1.3 The assignment shall be implemented in accordance with the logical sequence of the work/consultancy services.
- 1.4 The Consulting Firm shall familiarize themselves with local conditions and take them into account in preparing the proposals. To obtain first hand information on the assignment and on local site conditions, Firm are encouraged to visit the office of PHC who will assist them in obtaining information needed.
- 1.5 The cost of preparing the proposals and negotiating the contract including any visit to the office of the PHC or site(s) are not reimbursable.
- 1.6 Consulting Firms or any of their affiliates shall not be hired for any planning or development assignments, which, by its nature, may be conflicting with another assignment of the firm.
- 1.7 The Consulting Firm shall observe the highest standard of ethics during the selection and execution of such contracts in pursuance of the policy where:
 - a- Corrupt practice means offering, giving, receiving or soliciting of any thing to influence the action of a public official in the selection process or in contract execution and fraudulent practice or misrepresentation of facts in order to influence selection process or the execution of contract to the detriment of the PHC, which includes collusive practices among firms (prior to or after submission of proposals) design to establish prices at artificial, non-competitive levels and to deprive the executing agency of the benefits of free and open competition.
 - b- PHC will reject proposal for award if it determines that the firm recommended for award has been engaged in corrupt or fraudulent activities in competing the contract in question.
 - c- The firm will be declared ineligible either indefinitely or for stated period of time, if at any time it is determined that the firm has engaged itself in corrupt or fraudulent practices in competing for or in executing the contract.



- d- PHC will reject proposal of award if extra ordinary high man-month rates, not compatible with the existing market rates, are quoted by the Consulting Firm.
 - e- PHC reserves the right that in the contract a provision be included requiring Consulting Firm to permit the PHC to inspect their accounts and records relating to the performance of the contract.
 - f- The “Integrity Pact” has to be signed by the Firm/Consortium at the time of submitting Technical / Financial Proposal for the invited Consultancy Services which will form part of the contract.
- 1.8 The Consulting Firm shall furnish information as required through Technical and Financial Proposal for the Project.

2.0 DOCUMENTS COMPRISING THE PROPOSAL:

- 2.1 The Consulting Firms may request for clarifications of any documents at least 4 (four) days before proposal submission date. Any request for clarifications must be sent in writing by paper mail, cable, telex, facsimile to the PHC on the indicated address. The PHC will respond to all such firms who intend to submit proposals for Consultancy Services.
- 2.2 PHC may for any reason whatsoever at its own initiative or in response to the clarifications by the prospective firm may modify the documents by amendments at any time before the submission of proposals. The amendment will be sent in writing by paper mail, cable, telex facsimile to the firms and will be binding upon them. The PHC may at its own discretion extend the deadline for the submission of the Proposals.
- 2.3 PHC may for any reason whatsoever reserve the right to reject all the proposals at any stage of the selection process, under the relevant provisions laid down under PPRA Rules..



TERM OF REFERENCE OF ASSIGNMENT

1.0 INTRODUCTION:

1.1 Estimated shortage according to 1998 census was 4.30 million housing units. Against annual additional requirement of 570,000, estimated production is no more than 300,000, leaving a huge recurring backlog of 270,000 housing units annually. Based on these figures, the *net shortage at present should be 7.0 million*. The household size in Pakistan is 6.6 persons and occupancy per room is 3.3 persons. Adding to the woes is the fact that the existing housing stock is rapidly aging. One estimate suggests that more than 50% of the housing units are over 50 years old and rapidly deteriorating.

1.2 Major reasons for this state of affairs are lack of resources, inadequate planning, and wrong land development policies that favour elite at the cost of poorer sections of the society.

1.3 While there is need to make policies for resource mobilization, land availability, incentives for homeownership, incentives to developers and constructors and promotion of research and development activities to make construction cost effective, the emphasis should be to create affordability. The people who are affected the most in this field belong to middle and low-income groups. The worst sufferers are the poorest sections of the society in both the rural and urban areas of the country.

1.4 In rural areas this shortage is partly shrouded in the culture of accommodation forcing people to live in over crowded houses as well as open areas in pitiable conditions.

1.5 In urban areas the problem manifests as unstoppable growth of squatter settlements known as *katchi abadis* and encroachment of state and private land. It is estimated that 50% of urban population now lives in *katchi abadis* and slums.

1.6 Sindh Province needs about 100,000 housing units p.a. The Government, acutely aware of people's pressing needs and realizes that affordable shelter is a key issue. Accordingly, a housing program for the poor has been selected as one of the key priorities. The short term aim is to provide 1 million housing units in the country.

1.7 Sindh Government has taken the initiative to provide 100,000 housing units in the province so that the poor homeless citizens living in the grind of poverty may get some relief. It is realized that conventional methods alone would not be sufficient to achieve targets. Sindh Government is therefore ready and willing to try innovative techniques and methods. This will include the introduction of latest low-cost technologies and import of relevant machinery and equipment. Public-Private partnerships with developers and builders and collaboration with NGOs and housing experts will be part of the programme. People's Housing Cell is created for this purpose.

2.0 BACKGROUND

2.1 Khairpur is a fast growing City and facing the problem of shortage of housing/ land within the city. Either land is not available or available land is not reachable for the poor.

2.2 PHC intends to launch a housing scheme on 194 acre land available with PHC in Khairpur near Luqman village. It will be a comprehensive township scheme which cover i- housing units of



different category (row houses or apartments, as per demand of the locality) ii-commercial areas (shopping centre, malls etc) iii- recreational / amenities areas (parks, play ground, gymnasium, indoor game facilities, health centre, school etc), iv-infrastructure facilities (road network, sewerage disposal system, water supply, electricity etc.) and v-subsidized housing for poor.

3.0 SCOPE OF WORK:

3.1 In order to launch a housing scheme on 194 acre land situated in Khairpur, a consulting firm is required by People's Housing Cell. Selected consulting firms will provide their services to PHC in successfully launching such scheme.

3.2 Their services will includes preparation of master plan and other plans for the above scheme. The master plan will be prepared o the basis of concept plan which will be prepared by the firm after determination of housing demand, feasibility study, market analysis.

3.3 Infrastructure designing preparation of BOQ, Tender documents, contract documents etc. will be responsibility of the firm.

3.4 Consulting Firms will select developers/builders/firms/consortiums and will prepare agreements/contracts documents and other necessary relevant documents.

3.5 Applications will be invited through an advertisement published in leading news papers and reputed, qualified and experienced Developers and builders will be selected in accordance with the procedure defined under PPRA Rules.

3.6 Selected firm will also supervise and monitor construction activities of the prospective developers/builders.

3.7 Selected consultant will prepare and submit monthly / quarterly progress reports to PHC and furnish of evaluation report etc.

4. COMMENCEMENT AND COMPLETION OF WORK;

The Consultants shall start its activities under this Contract within ten (10) Calendar days after issuance of work order and the signing of the Contract as specified in T.O.R. The period of completion of project will be 12 calendar months.

5- ELIGIBLE CONSULTANTS:

The Consulting firms registered with Pakistan Engineering Council (PEC) and Pakistan Council of Architects & Town Planners (PCATP) with strong & sufficient experience of the type and magnitude of work specified in the T.O.R shall only be eligible to participate for the job.

6- LOCAL LAWS, RULES & REGULATIONS:

The Consultants should apprise themselves with the local laws, rules and regulations, which are relevant to the proposed consultancy, contract particularly the contract Act etc.

7- PREPARATION OF PROPOSAL:

Consultants should prepare detailed Technical and Financial Proposals for undertaking the full scope of work and delivery of services described in the Terms of Reference. The required information should be given according to the following:

A- The Consultant shall furnish complete information as required against each head of item. All statements should be complete and copies of certificates should be enclosed wherever required. Incomplete or nil information against any item may render the proposal liable to be rejected and shall be treated as Non-responsive.

B- All information should be entered in ink or typed in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this condition may disqualify the proposal.

C- The consultants should give position and status of their organizations along with Certificate of Registration and Memorandum and Article of the firm showing the year when established, organizational set-up and registered office address etc.

D- Appropriate answers should be given to all questions. Incomplete or confusing replies may make the Proposal liable for rejection.

E- Erasing and other changes on the original Proposal forms are not permitted and deletions/corrections should be noted over and initialed by the authorized Representatives signing the Proposal Forms.

8- GENERAL PERFORMANCE DATA:

A- A Prospective Consultant must have extensive experience of similar projects. The consultants will not be considered qualified unless they possess good reputation, ability, experience, qualified personnel, related facilities to be available for this work sufficient in the judgment of PHC to satisfactorily execute the contract and meet all obligations therein.

B- Detailed financial statements for the last two years certified by registered auditors shall be attached. The percentage of foreign equity of the individual company or corporation or the Joint Venture should be given in their financial statements.

C- Detailed dossier of key personnel available with the firm including Town Planning, Architectural, Engineering, Finance and other supervisory staff etc, should be attached.

D- Detailed experience for the last five years must be attached. The experience other than the current contracts shall be given separately, while giving details of the work done in the Islamic Republic of Pakistan should be given first, then work done in other countries.

E- List of current contracts on similar format shall be given separately.

F- A certificate on format with a letter of reference from the consultant's Bank shall be attached.

9. INFORMATION REQUIRED:

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

10- CERTIFICATE OF REGISTRATION:

Local (Pakistani) consultants shall submit attested copy of the Certificate of Registration in duplicate. The original Certificate of Registration shall be produced whenever called for and will be returned. In case of unregistered partnership firms, special Power of Attorney signed by all other partners authorizing one partner duly attested by a Magistrate on stamp Paper shall be enclosed.

Corporation or limited Company shall indicate their Registration number and name of personnel and his designation who is authorized to sign documents on behalf of Corporation or limited Company. In the absence of above documents the PHC reserves the right to reject the Proposal.

11- FEE/ CHARGES:

The consultants shall base their fee/ Consultancy charges exclusively on the basis of Terms of Reference of Assignment. The fee/charges shall be deemed to cover all obligations set out in the Project Document, including all necessary professional, technical, administration and supporting staff with logistics such as transportation, office space and equipment etc including all incidental items, i.e. Surveys, preparation of drawings, charts, testing, computer services, vehicles and reproduction facilities etc. The consultants shall quote for full assignment and the fee/ consultancy charges offered shall be complete in all respect and shall be firm and final except as negotiated / modified at the time of award of work and or for the change in scope in terms of Reference for Consultancy Services.

12- SUBMISSION OF PROPOSAL:

12.1 The proposal shall be submitted on the proposal Document forms (original) along with one additional copy placed in separate sealed envelope marked as "Technical Proposal" and "Financial Proposal" for providing consultancy services as per Terms of Reference.

12.2 The proposal should be submitted either through Registered Post, with acknowledgment due or to be delivered in the office of PHC, located at Beaumont Plaza, M-1, Mezzanine Floor, Behind PIDC House, Karachi, before the schedule date and time.

12.3 If the envelope is not sealed and marked as instructed, no responsibility will be accepted for any misplacement of the Proposal Documents. Only sealed proposal will be considered and unsealed proposal is not eligible for participation.

12.4 Proposal with charges payable will not be accepted, nor any arrangement will be made to collect Proposal from any delivery point than that specified above.

12.5 Interested Consulting firms shall bear all expenses incurred in the preparation and delivery of the proposal. No claim will be entertained for payment of such expenses.

12.6 It shall be the Consultant's responsibility to determine the manner by which timely delivery of proposal will be accomplished either in person or by messenger or by mail.

12.7 Where delivery of Proposal is by mail and the Consultant to receive an acknowledgement of receipt of the Proposal, he shall make a request for such acknowledgement in a separate letter attached to the Proposal envelope on parcel but not included in the sealed package.

12.8 Upon request acknowledgement of receipt of proposal will be provided to those making delivery in person or by messenger.

12.9 Delay in mail, delay of person in transit, or delivery of Proposal to the wrong office shall not be accepted as an excuse for failure to deliver the Proposal in time.

13. BIDDING SELECTION PROCEDURE:

13.1 Selection procedure for consulting firms shall be strictly according to the following:-

13.2 The bidding process shall be based on Single stage- two envelope procedure.-

13.2(i) the bid shall be comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

13.2(ii) the envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;

13.2(iii) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;

13.2(iv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;

13.2(v) the procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not confirm to the specified requirements;

13.2(vi) during the technical evaluation no amendments in the technical proposal shall be permitted;

13.2(vii) the financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

13.2(viii) after the evaluation and approval of the technical proposal the procuring agency, shall at a time with in the bid validity period, publicly open the financial proposals of the technical accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and

13.2(ix) the bid found to be the lowest evaluated bid shall be accepted.

14- ACKNOWLEDGEMENT OF CONTRACT:

14.1 The Consultant whose offer is accepted shall promptly be informed through a letter of intent which shall be deemed to be the agreement for this contract till such time as actual Contract Agreement is signed.

14.2 Within 30 days of issue of this letter of intent the Consultants shall provide a non-Judicial stamp paper of appropriate value for execution of agreement failing which the agreement shall stand null and void.

14.3 The Consultant shall acknowledge receipt of the letter of intent and thereafter, they shall promptly arrange to sign the Contract Agreement with PHC.

14.4 No payment of any amount will be made to the Consultants until the Contract has been signed by both the parties. If the contract agreement be lost or destroyed the Consultants shall immediately notify the PHC who will issue a substitute form for signatures.

15- DOCUMENTS NOT TO BE RETURNED:

The Technical proposal documents submitted by prospective consulting firms in connection with the proposal will be treated as confidential and will not be returned.

16- CONSULTANT'S STAFF:

The Consultants shall employ and detail qualified and competent staff to carry out the work and shall be responsible for complying with the orders and instructions given by PHC from time to time. The Consultant's senior staff will be available during office hours for discussion and review during the currency of the Project.

17- CONSULTANT'S COSTS FOR MOBILIZATION AND TEMPORARY WORKS:

No additional payment shall be made to the Consultants for mobilization i.e. traveling for arrival, transportation, light, power, equipment, furniture, office building, sanitary conveniences, disposal work, water supply, fire protection, guard trestles, telephone system and other temporary structure, plant and material, health protection, watchman or guards, or any other service, things or material unless any such item is specifically provided in the proposal documents. The cost of all such services, facilities, things or materials necessary or required to execute the work in accordance with the provisions of the Contract shall be considered to have been included in the price stipulated for the proposal.

18- RETURN OF MACHINERY, EQUIPEMENTS & OTHER ACCESSORIES:

Necessary machinery, equipments and other assets procured as per the need of work will return to the PHC upon completion of the activities of consultants.

19- INDEMNITY:

PHC shall not be liable for or in respect of any damage or compensation in consequence of any accident or injury to any staff/ workman or other persons whether in the employment of the Consultants or not and the Consultants shall indemnify and keep indemnify PHC against all such images or compensation and against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever in relation thereto.

20- OBSERVANCE OF LOCAL LAWS AND ORDINANCE :

The Consultants shall observe and comply with all Federal Government, Provincial Government and Municipal Law, Ordinances and rules and regulations which may in any manner effect those engaged or employed on the work to be done or to which may in any respect Government control or other wise effect to conduct of such work or any part thereof and they shall protect and indemnify PHC against any claim or liability arising from or based on violation of any such Laws, Ordinances and rules and regulations etc. whether by themselves of other sub-consultants or any of their employees or agents.

21- WORK SCHEDULE & WORK PROGRESS:

A- WORK PLAN

- a- Immediately upon award of the contract the Consultant shall prepare Work Schedule for the approval of PHC.
- b- The Consultant shall furnish to PHC a Work Plan including detailed information in narrative form and with bar diagrams as applicable to contract.

B- PROGRESS

On or about the first working day of every month, the Consultant shall furnish progress report with following information, and based on monthly reports the consultant will also furnish the quarterly report/evaluation report etc:

- a) Targets fixed for work
- b) Progress of activity on times achieved since the last report with narration and charts.
- c) Total progress achieved in percentage.
- d) Change in work Plan, if any.
- e) Reasons of delay, if any.

22- METHOD OF PAYMENT:

A- The Consultant shall submit the bill to PHC as per agreed payment schedule. The Payment details shall be provided on standard payment forms (at least six copies). Each copy shall be signed by the Consultant's authorized representative. (Project Manager of the Consultant).

B- Upon receiving the Consultant's Payment form the PHC will make necessary adjustments and certify approval of payment as per agreed schedule.

C- The payment will be made to the Consultant by the Finance section of PHC. Payment Form properly submitted will be paid within thirty (30) days after the date of submission.

23- EXTENSION OF TIME FOR COMPLETION OF ASSIGNMENT:

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

24- SUSPENSION OR TERMINATION OF SERVICES BY THE PHC:

PHC may at any time suspend or terminate, in whole or in part, the performance of services to be supplied by the Consultant whenever PHC determines that such action is in the best interest of PHC. Such right of suspension or termination shall not be construed as denying the Consultants the actual, reasonable and necessary expenses resulting from such suspension or termination of the work. In case of disagreement as to the amount of such expenses, the issue shall be subject to arbitration.

25- ARBITRATION:

If any dispute arises between the Consultant and the client in connection with this contract, the parties shall attempt in good faith to settle the same by negotiation. If dispute is not settled by negotiation, it shall be submitted to arbitration in accordance with the following;

A- PROCEDURE:

The demand for arbitration shall be in writing and shall be served on the other party and shall specify the arbitrator chosen by the party making the demand. Within thirty (30) days after receipt of the demand, the other party shall appoint an arbitrator by the written notice served on the party making the demand. The two members of the Arbitration Committee thus appointed shall agree upon a third member to act the Chairman. If agreement on the third member can not be reached within fifteen (15) days from the date of the appointment of the second arbitrator, the case will be referred to the Civil Court having jurisdiction for the appointment of the third member to act as Chairman. If the other party fails to appoint as arbitrator within 30 days of the demand then the case will be referred to the civil court having jurisdiction for appointment of second arbitrator and Chairman by the Party making the demand. Arbitration shall be conducted in Pakistan in accordance

with the Laws of Pakistan. The award of the Arbitration Committee shall be final and binding on all parties.

B- REMUNERATION OF ARBITRATORS:

Arbitrators shall be remunerated for their services at reasonable rates, as quoted by each arbitrator in accordance with the laws of Pakistan.

Each party shall be responsible for payment of fees to the arbitrator appointed by it. The fees of the Chairman shall be paid one-half by each party. Other costs shall be shared by the parties as may be determined by the Arbitration Committee.

26- TAXES:

The Consultant and their other staff shall be subject to and required to pay all taxes, assessments of whatever nature levied or assessed by the Government of Pakistan or other Local Bodies or Corporation whether collected in cash, by stamps or by other means and whether called contract tax, corporate tax, Capital Tax, Remittance Tax, Levies, Licenses or otherwise applying to payment made under the contract to the Consultants or to any profit derived by the Consultant as a result of the Contract.

27- INCOME TAX:

A deduction of Income Tax at the prevailing rates shall be made from the gross amount of each bill.

28- DEFECTIVE AND UNAUTHORIZED WORK:

All documents shall be rectified by the Consultant without extra cost in a manner acceptable to the PHC. Any work done beyond the terms of reference or any extra assignment done not covered in the Contract Agreement without written authority will be considered as unauthorized assignment and will not be paid for.

29- RIGHT TO WITH-HOLD PAYMENT:

The PHC may withhold any payment to be made hereunder to such extent as may be reasonably necessary to protect PHC from loss on account of any failure to execute the assignment in accordance with the work schedule / or any failure of Consultant to modify and replace any defective and non-conforming work, as required.

30- GUARANTEES:

The Consultant shall guarantee in writing to modify or rectify all defects found in the report. The guarantee shall state that Consultant agree to modify / rectify the part which prove to be defective or which fail to meet the ToR/ design requirements.

31- FINAL CERTIFICATE:

The Agreement shall not be considered complete until the Final Certificate shall have been issued by the competent authority of PHC stating that the assignment has been completed to his satisfaction. This Certificate shall be given when all liabilities under the Agreement have been completed by the Consultant including review/ updating of the works, if any.

PHC shall not be made liable to the Consultant and neither PHC nor any of his agents shall be liable or held to any money, except as specifically provided for in the contract Document. The acceptance by the Consultant of the final payment shall release PHC and his agents from all claims and liabilities to the Consultant for anything done or furnished for any act or neglect of PHC or any person to or affecting the work except the claims against PHC for the remainder, if any on the amounts kept or retained.

32- STANDARD TOWN PLANNING REGULATIONS & SOUND ENGINEERING PRINCIPLES:

The Consultant shall ensure that planning of the Scheme based upon the Land Use Planning percentages of relevant Sindh Town Planning Act 1915, Sindh Building Control Ordinance 1979 and Town Planning Regulations 2002. However, since this will be an experimental project, relaxation in new concept can be added regarding planning standards and regulations after due approval from the competent authorities.

33- RESPONSIBILITY OF CONSULTANT:

33.1 The consultant shall be responsible to complete all assignments as per TOR.

33.2 The Consultant will provide all necessary professional, technical, administrative and support staff including all logistics such as all supplies and transportation to enable the project to be undertaken in accordance with the Terms of Reference. The consultant will obtain approvals of PHC for each stage of consultancy services.

33.3 The consultant shall provide detailed supervision of construction to ensure satisfactory execution of the project by the developers/builders in accordance with the approved design/drawings and specifications of project in the following manners:

33.3.1 Review the Contractor's construction programme, methods of execution, procedures, manner and progress of work and recommendations for measures to achieve completion targets.

33.3.2 Supervision of construction work so as to achieve quality standards and to ensure that the Contractor carries out the works strictly according to the approved drawings and specifications.

33.3.3 Monitoring contractor's day to day progress to achieve scheduled targets and help eliminate interface problems, if any to ensure that the Contractor fulfill his obligations generally and particularly in respect of time schedule.

33.3.4 Consultant will have no authority to relieve the Contractor of any of his duties or obligations under the Contract. He shall neither made any variation nor order any work involving delay or any extra payment by the employer except as expressly provided in the Contract without the approval of Consultant which can also be had after the verbal instructions to confirm the same.

33.3.5 Quality/Quantity control of construction materials and arrange for its testing through the contractor.

33.3.6 Preparation and issue of variation orders to the work as necessary, during execution.

33.3.7 Furnishing Consultant's comments with respect to contractor's claim and other financial matters.

33.3.8 Measuring of final quantities and certification of final payments due to contractor(s).

33.3.9 Preparation of monthly/quarterly reports about physical and financial progress of the project and evaluation reports.

33.3.10 Checking and certification of Drawings/As-built drawings made by the Contractor.

34- RESPONSIBILITY OF PHC:

The PHC will provide the Consultant a copy of Topographical survey plan of Khairpur land carried out by A Survey of Pakistan and any other documents that are available and relevant to the project. It is the responsibility of the consultant to satisfy himself as to the accuracy and validation of such

information. No responsibility will be assumed by PHC for any errors, inaccuracies or omissions in the Consultant's work arising from incorrect data supplied. The PHC will respond with its comments to the Consultant's work in a timely manner at the end of each stage.

35- COORDINATION WITH OTHER AGENCIES:

The Consultant will coordinate the planning and design of the project with any Government agencies or other consultant who are responsible for planning, implementation or operation of any project, facilities or services that may be affected by or have an impact on the proposed housing project. The consultant shall also prepare plans showing all underground and overhead services based on the information received from utility agencies which can safely be accommodated in the overall planning of the project.

36- SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

36.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign (s) the Proposals.

36.2 An authorized representative of the firm shall initial all pages of the proposal. The representative's authorization is conformed by the written power of attorney accompanying the proposal.

36.3 For each proposal, the firm should prepare the number of copies as indicated. Each technical proposal and Financial Proposal should be marked Original or copy as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

36.4 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked Technical Proposal. The Financial Proposal should be submitted in original only & shall be placed in a sealed and warning "Do Not Open " with the Technical Proposal. Both envelopes shall be placed in to an outer sealed envelope bearing the submission address and other information indicated and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE".

36.5 The completed technical and financial proposal must be delivered at the mentioned address on or before the time and date. Any proposal received after the closing time for submission of proposals shall be returned unopened.

36.6 The Technical Proposals shall be opened and registered in the presence of contenders immediately, after the closing time for submission of proposals. The Financial proposal shall remain sealed and deposited with independent authority until they are opened publicly.

37- PROPOSAL EVALUATION:**37.1 GENERAL:**

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



Evaluators of technical proposal shall have no access to the financial proposals until the technical evaluation reviews and no objection concluded.

37.2 EVALUATION OF TECHNICAL PROPOSALS

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

37.3 EVALUATION OF FINANCIAL PROPOSALS:

All Financial proposals will be opened in presence of representatives of the firms and PHC Financial Evaluation Committee, and the quoted fee will be publicly announced.

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

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

38- AWARD OF CONTRACT

The contract will be awarded following negotiations with the successful firm. After negotiations are successfully completed, PHC will promptly notify other Firms on the short list that they are unsuccessful.

The firm is expected to commence the Assignment on the date and at the location specified in the Work Plan.

39- CONFIDENTIALITY

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

40- SELF EVALUATION BY FIRM

In case of rejection of the Firms due to "Non-responsiveness" to the Terms of Reference in the Technical Proposal, the Firms can self-evaluate its position with the Evaluation Criteria.

A firm can also be rejected due to "Non-Responsiveness" in the Financial Proposal. Thus it is required that all details and information requested for must be complied with.



PEOPLE'S HOUSING CELL
GOVERNMENT OF SINDH
EVALUATION CRITERIA

TOTAL MARKS 100 QUALIFYING MARKS 70%
(80 FOR TECHNICAL PROPOSAL AND 20 FOR FINANCIAL PROPOSALS)

I- STANDING OF CONSULTING FIRM (40 MARKS)

- | | | |
|------|---------------------------------------------------------------------------------------|-------------|
| i- | No. of qualified Engineers on pay roll/ Associated | (10 marks) |
| ii- | No. of Registered & Licensed Town Planners on pay roll / Associated | (10 marks) |
| iii- | No. of Registered & Licensed Architect on pay roll / Associated | (10 marks) |
| iv- | Other Office establishment (Skills and office equipments/instruments/accessories etc) | (04 marks) |
| v- | No. of Full time Legal experts/ associated | (03 marks) |
| vi- | No. of financial expert on pay roll / Associated | (03 marks) |

II- UNDERSTANDING OF OBJECTIVES & FIRM'S APPROACH (10 MARKS)

- | | | |
|-----|------------------------------------------------------|------------|
| i- | Understanding of concept of mega housing scheme | (05 marks) |
| ii- | Understanding of housing problem and housing finance | (05 Marks) |

III- PROJECT MANAGEMENT/SUPERVISION (10 MARKS)

This includes the clarity to accomplish the assignment/task as per TOR, starting from the stage of making conceptual plan, approval of design for the scheme and up to the supervision and monitoring of construction work

- | | | |
|-----|------------------------------------------------------------|------------|
| i- | Qualification of Supervisory Staff & their back-up support | (05 marks) |
| ii- | Projects details (in hand/ completed) | (05 marks) |

IV- WORK PLAN (10 MARKS)

- | | | |
|-----|-----------------------------------------------------------------------------------------------------|------------|
| i- | Logical sequence and coverage of all principal activities envisaged by the firm with respect to ToR | (04 marks) |
| ii- | Proposal of the firm to complete the task | (06 marks) |

V- EXPERIENCE OF HANDLING PROJECTS (10 MARKS)

This includes the experience of the consultants in planning, designing and executing Mega projects (similar nature) of national / international level

IMPORTANT NOTE

Non-responsiveness or non-compliance of the Technical Proposal in respect of the information required by the scope of work may result in rejection of Proposal and return of un-opened Financial Proposal to the Consulting Firms.

The information submitted by the Consulting Firms in their Technical Proposal (Qualification of Firm, Key Personnel and Team leaders etc.) should conform to the above Evaluation criteria. Therefore, formats and documents should be prepared and submitted accordingly.



PROPOSED DRAFT AGREEMENT, INTEGRITY PACT AND OTHER FORMAT FOR TECHNICAL PROPOSAL

(A) DRAFT CONTRACT AGREEMENT FOR PROVIDING CONSULTANCY SERVICES

This CONTRACT AGREEMENT for providing Consultancy Services to People's Housing Cell (PHC) for launching housing scheme in Hyderabad. (hereafter, together with its attachments and annexure refer to as "AGREEMENT") is made----- day of the month of _____ 2009, between, on the one hand, People's Housing Cell (hereafter refer to as " CLIENT" which expression shall include their successor-in-interest and assign) hereafter called the "CLIENT" and on the other hand _____ Consulting Firms/Consortium of Consultants (hereinafter refer to as " Consulting FIRM" which expression shall include their successor-in-interest and assigns). This Consulting Firm will be led by _____ and will be liable to the client for all the Consulting Services obligations under this contract.

WHEREAS

A-The Client intends to carry out activities for planning and developing integrated townships through which residential housing units along with commercial centers/complexes will be provided, including the provision of recreation area and amenities such as parks, schools, hospitals etc. Simultaneously, subsidized housing will also be provided for the low income group of people, that will be done from the profit so generated by the developer from the sale proceeds of the residential and commercial units. The execution of low cost housing will be carried out in consultation with the Client.

B-The Client has requested the Consultancy Firm / Consortium to provide Consultancy services required by the Client to accomplish the task defined in the Terms of Reference (ToRs), attached herewith.

C- The consulting Firm, having represented to the client that they have the required professional skills, personnel and technical resources. And the firm is therefore, agreed to provide the services on the terms and conditions set forth in this Agreement/ Proposal Documents.

Now THEREFORE the parties have agreed to as follows:

- a- Proposals Documents with all its Contents.



b- Proposal Documents submitted by the Prospective Consultants.

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

The Client and the Consulting firm have mutually agreed to accomplish the Task as per TOR and completion of the work under this contract.

a- The Consultancy Firm shall provide the services in accordance with the provisions of contract.

b- The client shall make payment to the Consultancy Firm in accordance with the provision of the contract.

FOR AND ON BEHALF OF THE CLIENT

By_____

Authorized Representative

FOR AND ON BEHALF OF THE CONSULTANCY FIRM
(Each member of the consortium to signed this agreement)

1-_____.

BY_____.

Authorized Representative

2-_____.

BY_____.

3-_____.

BY_____.

WITNESSES:

1. NAME

SIGNATURE

2. NAME

SIGNATURE



PEOPLE'S HOUSING CELL
GOVERNMENT OF SINDH

(B) **THE INTEGRITY PACT**

- 1- The following procedures will apply to the letting of contracts.
- 2- These procedures are in addition for the standard legal and administrative requirements.
- 3- They will form part of the terms and conditions of each contract and will be actionable, in the event of breach, by the PHC, and any of the competing bidders.
- 4- Each bidder must submit a statement, as integral part of the Tender Documents, with the following text:
 - a- The Company places importance on competitive tendering taking place on basis that is free, fair, competitive and not subject to abuse. This Company is pleased to confirm that (i) it has not offered or granted, and will not offer or grant, either directly or indirectly through agents or other third parties, any improper inducement or reward to any public official, their relations or business associates, in order to obtain or retain this contract or other improper advantages, and (ii) it has not colluded, and will not collude, with others in order to limit competition for this contract.
 - b- This Company has a No-Bribery Policy / Code of conduct and a Compliance program which includes all reasonable steps necessary to assure that the no-bribery policy is being followed by the employees, as well as by all third parties working with this company on the project, including agents, consultants, consortium partners, subcontractors and suppliers, Copies of No-Bribery Policy / Code of Conduct and Compliance Program of the firm should be attached.
 - c- “This Company has developed for the purposes of this tender, a Compliance Program which includes all reasonable steps necessary to assure that the no-bribery commitment given in this statement will be complied with by its manager and employers, as well as by all third parties working with the Company, including agents, consultants, consortium partners and subcontractors and suppliers”.
 - d- This commitment is in the name of or on behalf of this Company's Chief Executive Officer.
 - e- The company agrees for the resolution of any damage claims arising from this contract under “Law of Pakistan”.



- 5- Where a bidding company is a foreign company and has a subsidiary in Pakistan, the commitment must extend to that subsidiary and its Managers and employees as well. If the submitted by the subsidiary in Pakistan, the no-bribery commitment needs to extend also to the parent company and its managers and employees.
- 6- PHC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.
- 7- Bidder will also be required to submit similar no-bribery commitments from their subcontractors and consortium partners. The bidder may however cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- 8- All payments shall be limited to appropriate compensation for legitimate services.
- 9- To successful bidder also make full disclosure semi-annually of all payments to agents and other parties during the execution of the contract.
- 10- Within one year of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid in order to obtain or retain this contract. The final accounting shall include brief details of the goods and services provided to establish the legitimacy of the payments made.
- 11- In Pakistan, all forms of corruption are illegal, and the Government will continue to prosecute offenders.
- 12- This IP however focuses on bribery in order to obtain or retain the contract or other improper advantages, including collusion with other in order to limit competition of this contract. This includes any payment or other favors offered or granted in order to win a contract award, get a contract change order (component) approved by PHC get sub-standard or sub-specification performance approved by a public official or the supervising engineer or his staff, circumvent tax, duly license or any other legal obligations that should be met or induce an official to breach his / her official duties in any other way.
- 13- PHC had made special arrangements for adequate oversight and monitoring of the procurement process and the execution of the contract. In this regard, PHC has provided for public hearings on the procurement process, and for access, for Civil Society to the minutes of the meetings of the Technical Committee and to all documents relating to the evaluation of the competitive tenders, the award decision process and the execution of the project.
- 14- PHC will also nominate special officers in the office of PHC for investigation and handling of any reports of extortion or bribery in public procurement.
- 15- The PHC will publicly disclose the award decision.
- 16- Bids which do not confirm to the requirement of these procedures will not be considered.

Agreed

Signed by, the Authorized Representative /
CEO of the Applicant Firm / Consortium.

(C) PARTICULARS OF FIRM

1. Name of the Firm with date of establishment _____.

2. Full name of the Managing Partner _____.

Partners or Managing Director/ Chief _____.

Executive/ Chairman if the applicant _____.
is a firm or a limited concern.

N.I.C.NO _____.

3- Permanent registered office with address. _____
_____.

4- Telephone number _____.

Fax _____.

Email _____.

5- Title of firm _____.

Sole proprietor, _____.

Partnership _____.

Any other specify _____.

6- Provide partnership deed if working with partners
Consortium/ Joint Venture with any firm

Name of the firms:

NAME I: _____.

NAME II: _____.

NAME III: _____.

(D) FIRM'S PROFILE

Whether registered as approved firm with the Pakistan Engineering Council,/ PCATP/ any other Semi Government / Autonomous or Semi Autonomous Organization if yes, enclose copies of registration of the firm/ consortium/ Joint Venture alongwith update renewal and registration partnership deed among the partners and given list of all such organizations where the firm is registered.

Name I: _____.

Name II: _____.

Name III: _____.

(E) TECHNICAL STANDING OF THE FIRM

- List of technical personnel with qualification in permanent employment of the firm / consortium/ joint venture for the last one to ten years.

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

S. No	Name	Designation	Qualification

(F) FINANCIAL STANDING OF THE FIRM

1- Income Tax Registration No. _____

Date _____

2- Attach Income Tax statement for last 3 years.

3- Provide surety from schedule Bank and credibility limit.

4- Name of Bankers:

1 _____

2 _____

3 _____



- 5- Attach a letter from Bank stating financial soundness & credit worthiness. Attach an attested copy of Bank statement showing list of 6 months transactions.
- 6- Audited Balance Sheet of the Firm

(G) FIRM'S SPECIFIC EXPERIENCE IN RELEVANT FIELD

RELEVANT SERVICES CARRIED OUT IN THE LAST FIVE YEARS

This includes the experience of the consultants in planning, designing and executing similar type projects at national / international level.

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

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

Assignment Name: _____

1. Country.
2. Location within country.
3. Name of Client
4. Address
5. Start Date (Month/Year)
6. Completion Date (Month/Year)
7. Approx. Cost
8. Name of Senior Staff/Team Leader
9. Description of the Project

NOTE: DOCUMENTRY PROOF WILL BE REQUIRED AT THE TIME OF EVALUATION

(H)- APPROACH, METHODOLOGY, SUPERVISION AND WORK PLAN

Firm Technical proposal must include the following: (Use extra pages)

- A- Understanding of concept of mega housing
- B- Understanding housing problem and housing finance.
- C- Methodology.
- D- Work Plan & staffing schedule (professional and technical staff)

E- Experience of handling such type of Projects.

Important Note:

In case the above Approach, Methodology, Work Plan and other required detail is not provided by the Firm, the Technical Proposal shall be considered as “Non-responsive” and will cause for rejection.

(I)- PROPOSED FORMAT FOR FINANCIAL PROPOSAL

S. No	DESCRIPTION OF WORK	FEE PROPOSAL
01.	Preparation of master plan/land use plan, based on concept plan.	Per acre
02.	Infrastructure designing (road, sewerage, water supply etc.)	Per acre
03.	Preparation of item wise specification, BOQ & cost estimates.	Lump sum
04.	Preparation of Tender documents.	Lump sum
05.	Selection of qualified and experienced Developers/ Builders	Lump sum
06.	Supervision and monitoring over construction activities	% age