



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

LAUNCHING

INTEGRATED TOWNSHIP SCHEME

ON 50 ACRES LAND

AT

DEH NAGAN KARACHI

INVOLVING PRIVATE INVESTORS



LETTER OF INVITATION

No.PHC/Dir (Tech) F-42/2009/

Karachi, July, 2009

To,

1. Peoples Housing Cell, Government of Sindh is interested in launching a housing/township scheme on 50 acres land at Deh Nagan, Karachi by utilizing the services of Developers/Builders/Investors on turnkey basis.
2. According to the project strategy, land will be provided by People's Housing Cell and the selected firm will invest its funds to develop the said land by providing low-cost residential as well as commercial units along with complete construction of infrastructure, utilities, amenities and recreational areas.
3. Low cost housing units will be subsidized from the profit generated by the sale of commercial properties.
4. Minimum number of subsidized houses shall not be less than 1600.
5. The firm which fulfils technical criteria laid out in the TOR and offers maximum subsidized houses as well as highest financial subsidy per house shall be selected.
6. Maximum initial investment by the firm will play a vital role in securing high score in evaluation criteria.
7. The executing agency for the project will be People's Housing Cell and implementation shall be carried out by the selected firm.
8. You are hereby invited to submit Technical & Financial Proposals to provide services to People's Housing Cell for the above assignment, which would form the basis for future negotiations, ultimately leading to an agreement between your firm and the PHC.
9. Selection of firm will be in accordance with the procedures and method of selection mentioned in the Evaluation Criteria for the Technical and Financial Proposal.
10. In order to familiarize yourself with the project and to assess the scope of services to be provided by you, you are welcome to visit the office of People's Housing Cell. However, it should be clearly understood that any cost incurred by you for collection of preliminary information and 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 6th August, 2009, at 1.00 pm. The Technical Proposal shall be opened in the presence of the participating firms who care 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.
14. You will submit a pay order amounting to Rs. 5.00 million or a scheduled Bank guarantee equal to that amount along with the Financial proposal.
15. Successful bidder will deposit a minimum amount of Rs. 20.0 million as security deposit in the account of PHC and part of these funds may be utilized for the project by mutual consent of the firm and PHC. Un-utilized amount will be refunded to the firm after completion of the project.
16. The documents have been prepared based on PPRA-Rules. However, if there appears any discrepancy/deviation, then PPRA-Rules will prevail.
17. The time for the service contract will be set by mutual agreement.

CHAIRMAN
Peoples Housing Cell, Karachi
Phone 021/99204178-9, Fax 021/35680117



PEOPLE'S HOUSING CELL

GOVERNMENT OF SINDH

INFORMATION TO FIRMS

1.0 INTRODUCTION:

- 1.1 People's Housing Cell (PHC) will select a firm of Developers/ Builders / Investors in accordance with Single Stage Two Envelope bidding procedure defined in PPRA Rules and on the basis of evaluation of Technical and Financial Proposals.
- 1.2 Firms of Developers/ Builders / Investors are invited to submit both "Technical Proposal" and " Financial Proposal" for launching Integrated Township scheme on 50 acres land at Deh Nagan, Karachi (as per TOR) in separate sealed envelope. 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.
- 1.4 The firms 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, they are encouraged to visit the office of PHC who will assist them in obtaining information needed.
- 1.5 The cost of preparing the proposals including any visit to the office of the PHC or site is not reimbursable.
- 1.6 Prospective 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.
- 1.7 The Firms shall observe the highest standard of ethics during 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 was/is engaged in corrupt or fraudulent activities in competing the contract in question.

- c- A firm will be declared ineligible either indefinitely or for stated period of time, if at any time it is determined that it is engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - d- PHC reserves the right to include a provision in the contract requiring firm to permit the PHC to inspect their accounts and records relating to the performance of the contract.
 - e- The “ Integrity Pact” has to be signed by the firms at the time of submitting Technical / Financial Proposal which will form part of the contract.
- 1.8 The firms shall furnish information as required through Technical and Financial Proposal for the Project.

2.0 CLARIFICATION AND MODIFICATION OF TOR DOCUMENT:

- 2.1 The 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, in time.
- 2.2 PHC may for any reason whatsoever at its own initiative or in response to the clarifications by the prospective contesters, 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 housing 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 Karachi is a mega 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 an Integrated Township scheme on 50 acres land available with PHC in Deh Nagan, Taiser Town, Karachi. It will be a comprehensive township scheme which cover i- Low-cost housing units, 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 , water treatment plant etc.).

3.0 SCOPE OF WORK:

3.1 In order to launch Integrated Township on 50 acre land situated at Deh Nagan, Taiser Town, Karachi, services of Developers/ Builders / Investors are required by People's Housing Cell.

3.2 Land will be provided by PHC in one piece, with clear title and free from all encumbrances and litigation.

3.3 The selected firm / bidders shall be responsible to undertake the following works on the land:

- a. Preparation of Master Plan of the project.
- b. Preparation of Design and Drawings.
- c. Designing and execution of Infrastructure Works as per specifications provided.
- d. Infrastructure works shall mean and include the following:
 - i. General clearing and earthworks;
 - ii. Roads and foot paths;
 - iii. Rain water drainage
 - iv. Water and sewerage lines with connection;
 - v. Electricity, gas and street lighting;
 - vi. At least one school, one dispensary/clinic, one mosque and a suitable number of parks.
- e. Construction of subsidized low-cost houses (each house measuring 64 sq.yds) in accordance with drawings and specification attached with ToR.
- f. Obtaining all NOCs from concerned agencies, essentially required for the project.
- g. Development of commercial plots and flat sites etc.

3.4 Low-cost houses will be subsidized from the profit generated from selling the commercial properties.

3.5 The minimum number of low-cost subsidized housing units to be provided by the successful bidder is 1600.

3.6 Planning and designing shall be carried out in accordance with the planning standards and existing bye-laws of Town Planning and Buildings Control Authority

3.7 Successful bidder will be responsible to obtain approval of master plan and infrastructure designs from the competent authority, however, PHC will extend its full support to complete the task.

3.8 Subsidized residential houses will be allocated by PHC to the shelter-less families in accordance with the policy formed by its Steering Committee.

- 3.9 Construction work shall be carried out by the successful bidder firm strictly in accordance with standard Engineering practices internationally acceptable.
- 3.10 Marketing / Sale of the commercial properties shall be responsibility of successful bidder under approval of PHC, however, all expenses shall be borne by successful bidder.
- 3.11 All un-sold commercial properties shall be handed over to the successful bidder along with title after the completion of infrastructure and handing over of committed number of low-cost units to PHC.
- 3.12 Collection on account of sale of all residential/commercial properties shall be initially deposited in the account of PHC, from which it will be disbursed / utilized for infrastructure development, construction of low-cost housing units and profit to the selected bidder.
- 3.13 Disbursement of the amount of down payments and other receipts on account of sale of subsidized houses shall be decided mutually by selected firm and PHC.
- 3.14 Possession of residential houses will be handed over to the beneficiaries after recoveries of all dues in advance. Balance recovery shall be ensured through House Building Finance loan.
- 3.15 There shall be no financial liability on PHC and no commitment money or any advance payment shall be paid to the bidder.
- 3.16 Successful bidder will be responsible for Infrastructure designing preparation of BOQ, Tender documents, contract documents etc. They will involve professional skills to get this job done.
- 3.17 Successful bidder at their own will select contractors in accordance with existing bye-laws and will prepare agreements/contracts documents and other necessary relevant documents.
- 3.18 Selected bidder will responsible to supervise and monitor construction activities and management of the project.
- 3.19 Approval for commencing each activity will be obtained from PHC.
- 3.20 Successful bidder shall furnish a Work Plan including detailed information in narrative form and with bar diagrams.
- 3.21 Along with Technical Proposal, the bidders shall furnish an authentic reserve price for commercial plots.
- 3.22 Along with Financial proposal, a pay order amounting to Rs. 5.00 million or a scheduled Bank guarantee equal to that amount will be submitted by the interested developers/builders/investors.
- 3.23 Successful bidder will deposit a minimum amount of Rs. 20.0 million in the PHC's account. However, part of this fund may be utilized for the project by the mutual consent of the selected bidder and PHC.
- 3.24 Cost of land under commercial property will be paid by the successful bidder to PHC.

4. SPECIFICATIONS FOR A SINGLE HOUSE OF 64 SQ-YD

The selected firm will provide 64-Sq.yd houses on subsidized rate with the following specification.

Built up area of a house will not be less than 500 sq-ft. Each house shall include two bedrooms, one bath, kitchen, lounge, space for stair case for future extension, internal drain system and water supply etc. Copies of two proposed designs for 64 sq.yd houses are placed at annexure- A.

1. RCC structure in accordance with the ACI- 318 Code.
2. Foundation of size 3-6" x 4' , 0-9" thick R.C.C slab
3. Column of 6"x 18" size with 6-1/2"-diameter bar and 1/4 " diameter ring at 12" C/C.
4. Roof slab of 5" thick.
5. Under Ground and overhead tank. 6" thick wall.
6. Wall of Block Masonry 5" thick with 1/2" thick Cement Plaster, both side.



7. Marble flooring with C-Class "Terrazo" tiles of 1'x1'x 1/4".
8. Bathrooms with C-Class Ceramic tiles and C-Class bathrooms fitting of local made.
9. Kitchen; Complete Ceramics tiles flooring with sink.
10. Windows, Door and their Framing; Diar wood Windows and flush door will be used and Framing be made of G.I material.
11. Color, Distemper.
12. Main gate: M.S Sheet Metal.
13. Electrification; standard wires and cables are use and PPI accessories as control switches etc..
15. Separate utility connection will be provided to each house with separate sewerage system

NOTE: Other specification equivalent or stronger than the above may be adopted with mutual consent by the selected firm and PHC.

5. SPECIFICATION FOR INFRASTRUCTURE

WATER SUPPLY:-

uPVC pipe will be used with the following diameter as per requirement.

- Main supply; 8" to 12" diameter
- Sub Main Line; 6" to 8" diameter.
- Interlink line; 3" to 4" diameter.
- Units connection line ; 1/2 " diameter.

SEWERAGE:

a. PIPES:

uPVC and RCC pipe will be used with the following minimum diameter

- Main line for disposal : 24" diameter
- Sub-main line : 18" diameter
- Interlink line : 12" diameter
- Branch line : 9" diameter
- Unit connection line : 6" diameter

b. MAN HOLES:

- 4' X 4' Size man hole with 6' to 10' depth as per site condition.
- Man hole covers and frames, 2X2 feet

ROAD & STREETS:

Complete road network in accordance to AASHTO specification.
Proposed minimum width of roads are as under

- Main Road : 60'-0" wide
- Sub Road. : 40'-0' wide
- Interlink | Branch | Street : 24'-0"

STREET LIGHT & POLES:

- Main Road : 31'-0" height with single light fixture
- Sub Road : 25'-0 height with single light fixture

SEWERAGE TREATMENT PLANT

Sewerage treatment plant shall be designed keeping in view the existing use of residential as well as commercial areas/properties.

6. COMMENCEMENT AND COMPLETION OF WORK;

The selected firm 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.

7- LOCAL LAWS, RULES & REGULATIONS:

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

8- PREPARATION OF PROPOSAL:

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

A- The prospective firms 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 firms 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.

9- GENERAL PERFORMANCE DATA:

A- Prospective firms must have extensive experience of similar projects. They 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 five 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, legal 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.

10. INFORMATION REQUIRED:

Prospective firms 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.

11- CERTIFICATE OF REGISTRATION:

Local (Pakistani) firms 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.

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

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

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

15- DOCUMENTS NOT TO BE RETURNED:

The Technical proposal documents submitted by prospective developers/builders/investors in connection with the proposal will be treated as confidential and will not be returned.

16- QUALIFIED STAFF:

The firm 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. Senior staff will be available during office hours for discussion and review during the currency of the Project.

17- 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.

18- OBSERVANCE OF LOCAL LAWS AND ORDINANCE :

The prospective firm 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 or other sub-consultants or any of their employees or agents.

19- WORK SCHEDULE & WORK PROGRESS:

A- WORK PLAN

- a- Immediately after signing of contract the successful bidder shall prepare Work Schedule for the approval of PHC.
- b- Approval for commencing each activity will be first obtained from PHC.
- c- successful bidder 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 firm shall furnish progress report with following information, and based on monthly reports they 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.

20- ARBITRATION:

If any dispute arises between the firm 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 be 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.

21- TAXES:

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

22- STANDARD TOWN PLANNING REGULATIONS&ENGINEERING PRINCIPLES:

The firm 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.

23- RESPONSIBILITY OF THE SELECTED FIRM:

23.1 Complete all assignments as per TOR.

23.2 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.

23.3 Provide detailed supervision of construction to ensure satisfactory execution of the project in accordance with the approved design/drawings and specifications of project in the following manners:

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

23.3.2 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.

23.3.3 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.

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

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

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

24- COORDINATION WITH OTHER AGENCIES:

Prospective firm will coordinate the planning and design of the project with any Government agencies or other 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 firm 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.

25.0 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

25.1 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 itself. Any such corrections must be initialed by the person or persons who sign (s) the Proposals.

25.2 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.

25.3 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.

25.4 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 envelope with a 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 FIRM’S REPRESENTATIVE”

25.5 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.

26. OPENING OF TECHNICAL PROPOSALS:

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.

27.0 PROPOSAL EVALUATION:

GENERAL:

27.1 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.

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

28 EVALUATION OF TECHNICAL PROPOSALS

A Technical Committee to evaluate the Technical Proposals will be constituted by PHC. The individual members of the evaluation committee 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 shall 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.

29 EVALUATION OF FINANCIAL PROPOSALS:

All Financial proposals will be opened in presence of representatives of the firms and PHC Financial Evaluation Committee, and the firm’s Financial Proposals 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.

30. AWARD OF CONTRACT

The contract will be awarded following negotiations with the successful firm. 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.

31 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.

32 SELF EVALUATION BY FIRM

In case of rejection of a Firm due to " Non-responsiveness" to the Terms of Reference in the Technical Proposal, the Firm 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 PROPOSAL)

EVALUATION OF TECHNICAL PROPOSAL **80 MARKS**

I- STANDING OF CONSULTING FIRM (30 MARKS)

- | | | |
|-------|---|------------|
| i- | No. of qualified Engineers associated. | (06 marks) |
| ii- | No. of Registered & Licensed Town Planners associated | (04 marks) |
| iii- | No. of Registered & Licensed Architect associated | (04 marks) |
| iv- | No. of Structural Engineers associated | (03 marks) |
| v- | Availability of Legal experts | (02 marks) |
| vi- | Availability of Financial experts | (02 marks) |
| vii- | Annual Financial turnover | (05 marks) |
| viii- | Marketing Experience | (04 marks) |

II- EXPERIENCE OF HANDLING PROJECTS (15 MARKS)

This includes the experience in planning, designing and executing of projects launched on self-financing basis at national / international level.

III- PRESENTION ON UNDERSTANDING OF OBJECTIVES AND APPROACH (15 MARKS)

IV- WORK PLAN (20MARKS)

- | | | |
|------|--|------------|
| i- | Scheduling for project activities with logical sequence | (04 marks) |
| ii- | Marketing Plan for residential and commercial properties | (04marks) |
| iii- | Targets for completion of work | (05marks) |
| iv- | Proposed initial investment by the firm
(this will be purely voluntarily and in addition to mandatory security deposit) | (07marks) |

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 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.

EVALUATION OF FINANCIAL PROPOSAL **20 MARKS**

- | | |
|--|------------|
| Offering number of houses measuring 64 sq.yd | (08 marks) |
| Offering subsidy per house | (12 marks) |



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

DRAFT CONTRACT AGREEMENT FOR PROVIDING CONSULTANCY SERVICES

This CONTRACT AGREEMENT is made between PHC and -----to develop 50 acres land owned by People's Housing Cell at deh Nagan, Karachi (hereafter, together with its attachments and annexures 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 _____ developers/builders/investors hereinafter refer to as "firm" which expression shall include their successor-in-interest and assigns).

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 firm from the sale proceeds of the commercial properties.

Now THEREFORE the parties have agreed to as follows:

- a- Proposal Documents with all its Contents.
- b- Proposal Documents submitted by the Prospective Firm.

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

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

b- The client shall provide full support to the Firm to accomplish the task in accordance with the provision of the contract.

FOR AND ON BEHALF OF THE CLIENT

By _____

Authorized Representative

FOR AND ON BEHALF OF THE 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

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

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: _____

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: _____

TECHNICAL STANDING OF THE FIRM

- I. 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 partners.

S. No	Name	Designation	Qualification	Experience

FINANCIAL STANDING

- 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 last year transactions.
- 6- Audited Balance Sheet of the Firm

SPECIFIC EXPERIENCE IN RELEVANT FIELD

RELEVANT SERVICES CARRIED OUT IN THE LAST FIVE YEARS

This includes the experience of the firm in planning, designing and executing similar type projects at national / international level on self-financing basis.

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

PROPOSED FORMAT FOR FINANCIAL PROPOSAL

S.No	DESCRIPTION OF WORK	PROPOSAL
01.	Specify the maximum number of houses measuring 64 sq.yd which you will provide, as per the specifications and drawings provided in ToR, along utility connections etc.	Total nos.
02.	Specify the amount per house which you will charge from PHC.	Rs.

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