

1. LETTER OF INVITATION TO BID

Invitation No.--/Consultant/FDA/ Faisalabad Pakistan **dated: 28 May, 2021**
Name of Consultant

SUBJECT: LETTER OF INVITATION

Dear Sir,

1. Faisalabad Development Authority, Faisalabad invites proposals to conduct the Feasibility Study and the Business Plan for the "***Naya Pakistan Housing Project at Faisalabad***" under the ***Prime Minister's Naya Pakistan Housing Program***". Further details of the services to be provided are included in the Terms of Reference (TORs), forming part of these Bid Documents.

The prestigious and registered Technical Consulting Firms are eligible to participate in this selection process by responding to this RFP. The Consultants are required to provide the following information along with their Technical Proposals, in addition to the requirements in the RFP:

- Legal entity
- Registration with relevant professional bodies supported by latest / updated renewal
- Profile of core staff relevant to the assignment.
- Audited accounts for the past three years.
- List of similar works (completed or in progress) with name of client, scope of project, cost of project, cost of consultancy and time period details.
- Undertaking by the Consultant / Firm that it has not been black listed by any Government Agency / Authority

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

2. A Firm will be selected under the Quality and Cost Based Selection (QCBS) and the procedures described in this RFP, in accordance with the PPRA and P&D Punjab Rules.
3. The RFP includes the following documents:
 - Section 1: Letter of Invitation.
 - Section 2: Instructions to Consultants (including Data Sheet)

- Section 3: Technical Proposal - Standard Forms
 - Section 4: Financial Proposal - Standard Forms
 - Section 5: Terms of Reference
4. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
 5. CVs of key personnel should provide details of 5 projects done by the individual in the past 5 years as detailed below:
 6. Proposals must be submitted not later than **14 June, 2021; 12:00 pm.**

Yours sincerely,

Director (Planning & Design),
FDA, Faisalabad
Head Office
Opposite DHQ hospital,
Faisalabad
Tel.: + 92 41 9200100
Fax: + 92 41 9200089

2. INSTRUCTIONS TO CONSULTANTS

[Note: Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Government of Punjab, to address specific issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

DEFINITIONS

- a) "Agreement" means the Agreement signed by the Parties and all the attached documents.
- b) "Client" means the organization with which the selected Consultant signs the Agreement for the Services.
- c) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Agreement.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific conditions.
- e) "Day" means calendar day.
- f) "Government" means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- g) "Instructions to Consultants" means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- h) "LOI" means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the Consultants.
- i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- j) "Proposal" means the Technical Proposal and the Financial Proposal.

- k) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- l) "Services" means the work to be performed by the Consultant pursuant to the Agreement.
- m) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- n) "Sub-Consultant" means any person or entity with whom the Consultant sub-agreements any part of the Services.
- o) "Terms of Reference" (TOR) means the document included in the RFP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1 INTRODUCTION

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 1.3 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in

obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.

1.6 **Conflict of Interest**

Government of Punjab policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

i) **Conflicting Activities**

A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

ii) **Conflicting Assignments**

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

iii) **Conflicting Relationships**

A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab throughout the selection process and the execution of the Agreement.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their

technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

1.6.4 **Unfair Advantage**

If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

1.7 **Fraud and Corruption**

The Government of Punjab requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government of Punjab:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

- “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
- “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a agreement;
- “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence

their participation in a procurement process, or affect the execution of an agreement.

- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
- (c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab agreement; and
- (d) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab in accordance with the above Para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form (Section 4).

1.10 Only One Proposal

Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

1.11 **Proposal Validity**

The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

1.12 **Eligibility of Sub-Consultants**

In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard

electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3 PREPARATION OF PROPOSALS

- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

3.4 Technical Proposal Format and Content

The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology

and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement.

Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

3.6 **Financial Proposals**

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The cost will be mentioned in two separate forms, comprising both the Designing Cost as well as the Resident Supervision Cost (separately), as mentioned in the approved Terms of References. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

3.7 Taxes

The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at agreement negotiations, and applicable amounts will be included in the Agreement.

3.8 Consultants should express the price of their services in Pakistan Rupees. Prices in other currencies should be converted to Pakistan Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies

indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL."** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE"**. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5 PROPOSAL EVALUATION

- 5.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any

matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants' Proposal.

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

5.2 Evaluation of Technical Proposals

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.3 Financial Proposals for QBS

Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Agreement in accordance with the instructions given under Para. 6 of these Instructions.

5.4 Public Opening and Evaluation of Financial Proposals (only for QCBS Fixed Budget Selection and Least Cost Selection)

After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so

as to allow interested Consultants sufficient time to make arrangements for attending the opening.

5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the

highest combined technical and financial score will be invited for negotiations.

- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6 Negotiations

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

6.2 Technical Negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting.

These documents will then be incorporated in the Agreement as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

6.3 Financial Negotiations

If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

6.4 Availability of Professional Staff / Experts

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

6.5 Conclusion of the Negotiations

Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate an Agreement.

7 AWARD OF AGREEMENT

7.1 After completing negotiations the Client shall award the Agreement to the selected Consultant and publish details on the Planning & Development Department website and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8 CONFIDENTIALITY

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: FDA. Faisalabad. Method of selection: Quality AND Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: <u>“Preparation of Feasibility Study along with Business Plan for Naya Pakistan Housing Project at Faisalabad.”</u>
1.3	<i>The Client's representative is:</i> Director (Planning & Design) FDA, Faisalabad, Opposite DHQ hospital, Faisalabad Tel.: + 92 41 9200100 Fax: + 92 41 9200089
1.4	The Client will provide the following inputs and facilities: <ul style="list-style-type: none">• Any data and reports relevant to the project
1.6.1 (a)	The Client envisages the need for continuity for downstream work: No
1.12	Proposals must remain valid 90 Days after the submission date, i.e. until: <u>12-Sep-2021 AT 12:00 PM</u>
2.1	Clarifications may be requested not later than 7 days before the submission date. The address for requesting clarifications is: Director (Planning & Design) FDA, Faisalabad, Opposite DHQ hospital, Faisalabad Tel.: + 92 41 9200100 Fax: + 92 41 9200089
3.1	Proposals shall be submitted in the following language: English

3.3 (a)	Interested Consultants may associate with other participated Consultants: No
3.3 (b)	The Financial Proposal shall not exceed the available budget of Rs. 5.0 Million.
3.4 (a)	Firms should submit details of 5 completed assignments along with Completion Certificates from the Client Dept.
3.4 (f)	CVs should contain details on 5 projects done by the individual in the past.
3.4 (g)	Training is a specific component of this assignment: No
3.6	<p><i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. If the Client wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this SC 3.6]</i></p> <p>Payment will be made according to the Contract Agreement.</p>
3.7	<p>Amounts payable by the Client to the Consultant under the agreement to be subject to local taxation: Yes</p> <p>If affirmative, the Client will <i>[indicate which of the two options applies]</i>:</p> <p>(a) reimburse the Consultant for any such taxes paid by the Consultant OR</p> <p>(b) pay such taxes on behalf of the Consultant</p>
3.8	Consultants should express the price of their services in Pakistan Rupees.
4.3	Bidder must submit three copies (one original + two copies)
4.5	<p>The Proposal submission address is:</p> <p>O/O Director (Planning & Design),</p> <p>FDA, Faisalabad, Opposite DHQ hospital, Faisalabad.</p> <p>Proposals must be submitted no later than the following date and time: <u>14-Jun-2021 at 12:00 PM</u></p>
5.2 (a)	Criteria, sub-criteria, and point system for the evaluation of Technical

Proposals are:	
<u>Points</u>	
(i) Company Profile:	[100]
a) Number of similar assignments	[40]
b) Value of similar assignments	[40]
c) Organizational structure	[10]
d) Financial Capability	[10]
	Total = A ₁
(ii) Project Team:	[100]
Housing Policy Expert, Team Lead	15
Urban Planner	15
Architect	15
Civil Engineer	15
Legal specialist	10
Housing Finance Specialist	10
GIS specialist	10
Surveyor + Survey staff	5
Auto CAD Operators/Visualizer	5
Grand Total = A₂	100
The number of points to be assigned considering the following three sub criteria and relevant score:	
1) Education and qualifications	[25]
2) Relevant background	[70]
3) Time with firm	[5]
	Total score: 100
(ii) Approach & Methodology:	[100]
a) Understanding & Innovativeness	[40]
b) Methodology & Work plan	[60]
	Total = A ₃
Technical Score* =	$\frac{A_1[20]}{100} + \frac{A_2[60]}{100} + \frac{A_3[20]}{100}$

	<p><i>[* Replace weights (W_x) from Appendix B of CSG]</i></p> <p><i>The minimum technical score S_t required to pass is: <u>65</u> Points</i></p>
5.7	<p>The formula for determining the financial scores is the following:</p> <p><i>[Insert either the following formula]</i></p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial Proposals (F) are: $T = 0.80$ <i>[Insert weight: normally 0.80], and</i> $F = \underline{0.20}$ <i>[Insert weight: normally 0.20]</i></p>
6.1	<p>Expected date and address for agreement negotiations:</p> <p>Director (Planning & Design), FDA, Faisalabad, Opposite DHQ Hospital, Faisalabad. Dated: <u>28-06-2021</u></p>
7.2	<p>Expected date for commencement of consulting services: <u>30-06-2021</u></p>

3. TECHNICAL PROPOSAL - STANDARD FORM

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

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

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

2 [Delete in case no association is foreseen.]

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

1. Firm Background:
2. Chief Executive Officer:
3. Board of Directors / Partners.
4. Departmental Structure of the Firm
5. Organogram

A-I

Whether your Firm is ISO Certified? If so provide a copy of ISO Certification.

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	1- Total Value of the Consultancy Agreement. 2- Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	N ^o of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment	
1. Firms Name: 2. Certificate by the Client / Employer that the work was successfully completed by the consultant.	

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

B - On Counterpart Staff and Facilities

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

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

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

- Technical Approach and Methodology,
- Work Plan, and
- Organization and Staffing,

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

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

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

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

[illegible]

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

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **CNIC No** (if Pakistani): _____ **or Passport No**: _____

6. **Education** :

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

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

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

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

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

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

1) Name of assignment or project & Location: _____ Cost of Project _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project: _____

Year: _____ -do- _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

3) Name of assignment or project: _____

Year: _____ -do- _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]

13. Certification:

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

_____, Date: _____

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7: STAFFING SCHEDULE¹

Full time input
Part time input

Year: _____		Staff input (in the form of a bar chart) ²												Total staff-month input		
	Name of Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total
Foreign																
1		[Home]														
		[Field]														
2																
3																
n																
												Subtotal				
Local																
1		[Home]														
		[Field]														
2																
n																
												Subtotal				
												Total				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8: WORK SCHEDULE

Year: _____

N°	Activity ¹	Months ²											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

4. FINANCIAL PROPOSAL- STANDARD FORMS

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

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

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

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs	
	[Indicate Foreign Currency # 1] ¹	Pak Rupees
Total Costs of Financial Proposal ²		

- 1 Indicate between brackets the name of the foreign currency.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ² <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>	Description: ³	
Cost component	Costs	
	<i>[Indicate Foreign Currency # 1]</i> ⁴	Pak Rupees
Remuneration ⁵		
Reimbursable Expenses ⁵		
Subtotals		

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

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____					
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # 1] ⁶	Pak Rupees
Foreign Staff					
		[Home]			
		[Field]			
Local Staff					
		[Home]			
		[Field]			
Total Costs					

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____						
	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1] ⁴	Pak Rupees
	Per diem allowances	Day				
	International flights ⁵	Trip				
	Miscellaneous travel expenses	Trip				
	Communication costs between [Insert place] and [Insert place]					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Shipment of personal effects	Trip				
	Use of computers, software					
	Laboratory tests.					
	Sub agreements					
	Local transportation costs					
	Office rent, clerical assistance					
	Training of the Client's personnel ⁶					
Total Costs						

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX**FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES**

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1. The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated agreement.
- 1.2. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the agreement. Typical items are home office costs (partner's time, non billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the agreement.

(vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs

(viii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in Pakistani currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

1 Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Government of Punjab Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow
Projections shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

SAMPLE FORM

Consulting Firm:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) The basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) Attached are true copies of the latest salary slips of the staff members listed;
- (c) The away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in [insert name of currency])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic salary working month/day/year	Social charges ¹	Overhead ¹	Subtotal	Fee ²	Away from headquarters allowance	Proposed fixed rate per working month/day/hour	Proposed fixed rate per working month/day/hour ¹
Home Office									
Field									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Terms of Reference (T.O.R) For the Engagement of Short Consultancy
for the Feasibility of
“Naya Pakistan Housing Project at Faisalabad.”

1. Background:

The Government of Pakistan has launched a program to provide houses to low-income and vulnerable segments of society. Government of Pakistan has established Naya Pakistan Housing and Development Authority (NAPHDA) under the Naya Pakistan Housing and Development Authority Act 2020. The NAPHDA intends to carry out development programs relating to the housing and infrastructure works throughout the County under the Prime Minister’s Naya Pakistan Housing Pakistan.

For this purpose, on the instructions of Secretary Housing, Urban Development & Public Health Engineering (HUD & PHE), Faisalabad Development Authority (FDA) offered a piece of land of around **574 Kanal** in the vicinity of FDA City Housing Scheme, for the planning of Low-Cost housing. The method has been formally initiated by the Director General FDA by according the approval, for engagement of consultants for the preparation of feasibility of the project and preliminary design.

2. Objectives:

The FDA has intended to engage the Technical Consultants for determining the following while keeping in mind the local criteria and circumstances.

- Detailed Feasibility of the Project/PC-II
- Detailed Business Plan.
- Master Planning of the Area.
- Proposal of Architectural and 3D model for the subject project.

3. Scope of Work:

The scope of the services to be rendered by consultant would comprise the following:

- i. Detailed Feasibility.
- ii. Preliminary Survey of the proposed site.
- iii. Business Plan.
- iv. Preliminary Design.
- v. Preparation of Rough Cost Estimate of the proposal and PC-I.

3.1 Detailed Feasibility Report:

Consultants based on preliminary investigation, will submit a feasibility report containing: -

- Master Plan Layout of the entire Project keeping in view the site configuration, access, type of building & services, parking facility, parks and impressive landscaping.
- The Concept Plans of the possibilities of Low-Cost Housing Units (as per low-cost housing tiers given/considered by NPHDA) within the Area, keeping in mind the native culture and criteria.
- Preliminary Level Concept Plans (Line Plans) of the building, other facilities and services planning so that project can be implemented independently.
- 3-D perspective views.
- Estimation of Rough Cost Estimate of the Building along with operation and maintenance costs etc.
- Report should clearly state that the Project is feasible without endangering natural environment keeping in mind the requirements of NAPHDA.

3.2 Business Plan:

Consultants will present and submit the detailed business plan, keeping in mind the concept of the project, along with its all modalities and Legal Framework, and also the Implementation strategy/plan to proceed further.

3.3 Preliminary Design:

Under this item of the work consultant will be required to:

- Finalize the preliminary conceptual design and Master Plan.
- Prepare and submit Architectural design of the Project including Floor Plan (Line Plans), typical Section & Elevations, finishes details complete in all respect.
- Prepare a physical Model of the Building to illustrate from. Size and volume in Book form.
- Preparation of a 3D computer model rendering of elevation and perspective view.

3.4 Preparation of Rough Cost Estimate & PC-I:

On the basis of approved design reports, consultants shall prepare PC-I/Rough Cost Estimates supported by unit rate analysis having latest inputs displayed on the website of Punjab Government. Consultants shall keep on update PC-I/Rough Cost Estimates till final approval by the competent authority by incorporating the changes, resulting from the revision of Unit rate Analysis or due to any change in the design / scope of the work.

4. Secrecy of Information:

The Consultant and Client Unit will guarantee the secrecy of the evaluation results for the transparency requirement till the final notification /award by the Client.

5. Correction in Documents:

Consultants on approval of Client shall use necessary corrigenda to the tender documents without any extra cost to the Client.

6. Modification / Amendment of Contract Drawings:

Consultants only on clear instructions of the Client shall modify / amend or issue fresh drawing to the Contractor without any extra cost to the Client.

7. Mode of Payment:

1. The consultancy fee will be a quoted by the consultants as lump sum keeping in mind the short Consultancy Slab of PPRA Rules i.e. 5.0 Million in their competitive bids which will be finalized with the Client department after negotiation.
2. On satisfactory performance of the services the payment to the consultant shall be made in proportion to the work done at site and paid for. This payment shall be upto 90% of the payable completion of project/completion report.
3. 10% of each of each running payment shall be with held as security deposit.
4. Income tax shall be deducted from each running bill as per rate prescribed applicable as per relevant Laws of Federal Provisional & District Governments.
5. Sale tax shall be deducted from each running bill as per rate prescribed/ applicable as per relevant Laws of Federal/Provisional Government.

6. The consultancy fee on various stages shall be released only after the complete satisfaction of the competent authority in the Government. In case of noncompliance, of the condition of T.O.R or the agreement, no payment would be made to the consultant and the contract would be rescinded.

8. Liabilities.

Professional liabilities as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

9. Time Lines.

The selected consultant would be required to complete the task of designing within the period of **2 months (60 days)**. The time consumed by the client to check the deliverables submitted by the consultant would however be excluded. The time will initiate after issuance of authorized letter from the client.

10. Core Team of Consultants:

The Consultant staff should have the following minimum qualification and experience: -

S. No	Description	Qualification	Experience (Years)	Job Description
1.	Housing Policy Expert, Team Lead	Master's Degree in Public Policy Economics/Public Administration/Urban Town planning	15	Affordable Housing
2.	Urban Planner	Bachelors / Master's degree in Town Planning	10	Master Planning along with Related fields
3.	Architect	B.Arch from any Prestigious University	10	Designing of Housing Units or Blocks
4.	Civil Engineer	Master's degree in Civil Engineering.	10	Cost value engineering
5.	Legal specialist	Master's degree in Law.	08	Property rights/Legalities and Modalities for Execution of

				the Project.
6.	Housing Finance Specialist	Master's degree or PhD in Economics/Finance.	08	Residential real estate development.
7.	GIS specialist	Bachelor's degree or higher in GIS/Remote sensing/geometrics.	05	Responsible for preparation of GIS map.
8.	Surveyors	Relevant Diploma	05	-
9.	Survey staff	Relevant Diploma	05	-
10.	Auto CAD Operators / Visualizer	Relevant Diploma	05	-

11. Deliverables:

- a) Feasibility Report/PC-II = 5 prints
- b) Preliminary survey Reports along with Soil Investigations.
- c) Business Plan of the Project = 5 prints
- d) Proposed Architectural design and 3D model of Blocks / Units = 3 prints. (Soft + hard copies)
- e) PC-I / Rough Cost Estimate = 5 prints (Soft + hard copies)
- f) Preliminary Drawings = 3 prints. (Soft + hard copies)
- g) 3-D model of the proposed/approved unit = 3 No.

