



Urban Policy & Planning Unit, Planning and Development
Department, Khyber Pakhtunkhwa

**REQUEST FOR PROPOSALS FOR
SELECTION OF CONSULTANT FOR**

**Master Planning of Urban Centers in Agencies
/ District Head Quarters in Merged Areas**

Package – 1 Khar, District Bajaur & Ghalanai, District Mohmmand

Foreword

This Standard Request for Proposals is applicable to consultant assignments by the procuring entities of Khyber Pakhtunkhwa province whose legal agreement makes reference to the Khyber Pakhtunkhwa Public Procurement Rules, 2014.

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Preface

1. This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the KPPR 2014.
2. Before preparing an RFP, the Procuring Entity/ user must be familiar with the KPPR 2014, and Rule No 23 & 28.
3. Rule No 23 (c) shall be adopted for assignments of standard or routine nature where well-established practices and standards exist.
4. In case Rule No 23 (c) is not to be used, as the assignment is not an standard or routine nature, and standards and practices are not well-established, and procuring Entity choses other method of selection according to Rule No 23 (a), (b), (d), and (e), the reason shall be recorded in writing by the competent authority, and also sent to KPPRA with RFP.
5. The SRFP includes a standard Letter of Invitation, standard Instructions to Consultants, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultants and the Standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect Particular assignment conditions.

Section 1. Letter of Invitation

Letter of Invitation

No: SUP/UPPU/RFP/2020..

House # 37-D Circular Lane, University Town, Peshawar

Dear Mr./Ms.:

1. The *Urban Policy & Planning Unit, P&DD* now invites proposals to provide the following consulting services: Master Planning of Urban Centers in Agencies / District Head Quarters in Tribal Districts. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to all interested consultants:
4. A firm will be selected under Quality & Cost Based Selection (QCBS) Method and procedures described in this RFP, in accordance with the KPPRA Rules 2014.
5. 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 - Standard Forms of Contract
 - Section 6 - Terms of Reference
6. Please inform us in writing at the following address [Peshawar], upon receipt:
 - (a) *That you received the Letter of Invitation; and*
 - (b) *Whether you will submit a proposal alone or in association.*

Yours sincerely,

Procurement Manager, UPU

House # 37-D Circular Lane, University Town, Peshawar

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) “Procuring Entity (PE)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Khyber Pakhtunkhwa.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the procuring Entity for the selection of Consultants.
- (k) “Sub-Consultant” means any Person or entity to whom the Consultant subcontracts any Part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and exacted results and deliverables of the assignment.

Section 2. Information to Consultants - Data Sheet

- 2 Introduction
- 2.1 The Procuring Entity 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
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet.
- 3 Conflict of Interest
- 3.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- (i). A consultant that has been engaged by the procuring Entity to provide goods, works or services other than Consulting services for a project, 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, 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

Section 2. Information to Consultants - Data Sheet

for such preparation or implementation.

(ii). 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 Procuring Entity.

(iii). A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or (iii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships	3.2 Government officials and civil servants may be hired as consultants only if: (i) They are on leave of absence without Pay; (ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and (iii) Their employment would not give rise to any conflict of interest.
4 Fraud and Corruption	It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines: “ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation; Under Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.
5 Integrity Pact	Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)
6 Eligible Consultants	6.1 If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint

Section 2. Information to Consultants - Data Sheet

Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

- 6.2 Short listed consultants emerging from request of expression of interest are eligible.
- 7 Eligibility of Sub Consultants A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.
- 8 Only One Proposal Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.
- 9 Proposal Validity 9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity 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 may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 10 Clarification and Amendment in RFP Documents 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. 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 Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 11 Preparation of Proposals 11.1 In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies

Section 2. Information to Consultants - Data Sheet

(deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

- 11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.
- 12 Language
The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
- 13 Technical Proposal Format and Content
- 13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:
- (i). If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.
 - (ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii). It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv). Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
 - (v). Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.
- 13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- (i). A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - (ii). Any comments or suggestions on the Terms of Reference and

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on the data, a list of services, and facilities to be provided by the PE (Section 3C).

(iii).The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv).CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last_(PE may give number of years as Per their requirement) years.

(v).Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi).A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).

(vii).Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14 Financial Proposals

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. 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.

15 Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16 Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the

Section 2. Information to Consultants - Data Sheet

copies of the Technical Proposal, the original governs.

- 16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal**” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “**Financial Proposal**” followed by name of the assignment, and with a warning “Do Not Open With The Technical Proposal ” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE’s internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.
- 17 Proposal Evaluation
- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 18 Evaluation of Technical Proposals
- 18.1 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 fails to achieve the minimum technical score indicated in the Data Sheet.
- In the case of Quality-Based Selection, Selection Based on Consultant’s Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.
- Evaluation of Financial Proposals:**
(LCS, QCBS, and Fixed Budget Selection Methods Only)
- 18.2 After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying

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marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

- 19 Evaluation of Financial Proposals
- 19.1 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. Copy of the record shall be sent to all Consultants.
- 19.2 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, 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.
- 19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4 In case of Quality and Cost Based Selection QCBS Method 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.
- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.
- 20 Negotiations
- 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 PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

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|----|--|------|---|
| 21 | Technical negotiations | 21.1 | Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement. |
| 22 | Financial negotiations | 22.1 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP |
| 23 | Availability of Professional staff/experts | 23.1 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract 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. |
| 24 | Award of Contract | 24.1 | After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the |

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same on its and authority website.

24.2 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in date sheet.

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

25 Confidentiality

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 Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Data Sheet

1.1	<p>Name of the Assignment is: Master Planning of Urban Centers in Agencies / District Head Quarters in Merged Areas</p> <p>Package – 1 Khar, District Bajaur & Ghalanai District Mohmmand,</p> <p>The Name of the PE's official (s): Urban Policy & Planning Unit (UPPU), P&DD, Government of Khyber Pakhtunkhwa</p> <p>Address: House # 37-D Circular Lane, University Town, Peshawar</p> <p>Telephone: 0915702644-45 E-mail: tarmah_pk@yahoo.com</p>
1.2	<p>The method of selection is: Quality & Cost Based Selection (QCBS)</p> <p>The Edition of the Guidelines is: KPPRA</p>
1.3	<p>Technical Proposal should be submitted together with Financial Proposal as per KPPRA Rule 2014, in Separate Sealed Envelopes.</p>
1.4	<p>The PE will provide the following inputs and facilities: Nil</p>
1.5	<p>The Proposal submission address is: House # 37-D Circular Lane, University Town, Peshawar</p> <p>Proposals must be submitted no later than the following date and time: Through courier service by 02:00 pm 10th December, 2020.</p> <p>Note: - Pre-proposal conference/meeting will be held on 19th November, 2020 at 11.00 am in the office of Urban Policy Unit</p>
1.6	<p>Expected date for commencement of consulting services in January 2021</p>
9.1	<p>Proposals validity that shall be 90 days</p>
10.1	<p>Clarifications may be requested not later than five days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>House # 37-D Circular Lane, University Town, Peshawar</p> <p>Phone: 0915702644-45 E-mail: tarmah_pk@yahoo.com</p>
12	<p>The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.</p>
6.1	<p>Shortlisted Consultants may associate with other shortlisted Consultants: NA</p>

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11.2	<p>Estimated key staff-months shall be 72 Person Months, for each package.</p> <p>(The above is only indicative; the firms should make their own assessment and suggest staffing input drawn from their proposed work plan and methodology).</p>
13.1	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p>
13.2(vii)	<p>Training is a specific component of this assignment: No</p>
14.1	<ol style="list-style-type: none"> (1) a Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not

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	Covered in the foregoing.
15.1	Amounts Payable by the UPPU to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable: Yes
6.3	Consultants to state local cost in the national currency: Yes
16.2	Consultant must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal in separate sealed envelopes.
13.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:-</p> <p>i) Specific experience of the Consultancy Firms relevant to the assignment (Preparation of Master/Spatial/Structure Urban/Regional Development Plans)</p> <p>a- at least one plan is completed = 06 marks</p> <p>b- Two plans completed = 12 marks</p> <p>c- Three plans completed = 18 marks</p> <p>d- Four or above plans completed = 24 marks</p> <p>Note: a) At-least the completion of one fully relevant project is mandatory. b) Full marks to the relevant project, half marks for partially relevant project. c) For relevant Project full marks for lead firm and half for Associate Firm d) Completion certificate or copy of the report/plan for relevant project(s) from the firm or association is required.</p> <p>Total points for criterion (i) : 24 Marks</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Availability of Local office of the lead or associate firm 05 Marks</p> <p>b) Work Experience in KP (maximum 5 projects) 05 Marks</p> <p>i. Technical approach and methodology. The firm shall be required to make a presentation in this regard. 20 Marks</p> <p>ii. Work plan and Team Experience 10 Marks</p> <p>Total points for criterion (ii): 40 Marks</p> <p>iii) Key professional staff qualifications: - 36 Marks</p> <p>Consultant must have the following experts with 10 years or above experience. Team leader maximum 6 marks, Deputy team leader maximum 4 marks and other core experts maximum 2 marks each on the basis of qualification and experience:</p>

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S.NO	Name of Expert	Input	Remarks
1	Team Leader with a Master or higher degree in URP/CIP/TCP, having 15 years or above experience in urban Master/ Structure Planning	12	Full time
2	Deputy team leader/ Urban Planning Specialist with a Master or higher degree in URP/CIP/TCP, having 10 years or above experience in Master/ Structure Plans, Control/Regulation/Zoning bylaws	12	Full time
3	GIS/MIS Specialist	6	Intermittent
4	Urban Transportation Planning & Engineering Specialist	6	Intermittent
5	Urban Infrastructure (WATSAN) Specialist	6	Intermittent
6	Urban Architect (Experience in Urban Design, Regeneration, Urban Renewal)	4	Intermittent
7	Urban Ecologist/Environmental Specialist	4	Intermittent
8	Urban Recreation/Tourism/Heritage conservation expert Landscape Architect with experience in heritage conservation.	4	Intermittent
9	Urban Economist (Economic Development, Finance & Revenue generation Expert)	4	Intermittent
10	Urban Governance/ Institutional development specialist	4	Intermittent
11	Urban Sociologist	2	Intermittent
12	Disaster Risk Reduction Specialist	2	Intermittent
13	Behavior Change Communication Expert	2	Intermittent
14	Statistical Analyst/SPSS Expert with experience in Population forecasting and Demography	2	Intermittent
15	Security Expert	2	Intermittent
Months Total (Person Months)		72	

¹ Consideration may also be given to the number of Pages submitted as compared to the number recommended under Para. 3.4 (c) (ii) of these Instructions.

Section 2. Information to Consultants - Data Sheet

	<p>i. The Expert Person Months are only indicative</p> <p>ii. All sector experts have a minimum of 16 years of education in their relevant field from a recognized national/international university with not less than 10 years of relevant experience.</p> <p>iii. For evaluation purpose an expert (relevant field) with Ph.D will get 100% of the assigned marks/points, Master/MS degree holders (18 years) will get 80% and B.Sc/BE (16 years) will get 60%.</p> <p style="text-align: center;">Total points for criterion (iii): 36</p> <p>Total points for the criteria, i, ii and iii = 24+40+36=100</p> <p>The minimum technical score required to qualify is: 70 %Points</p> <p>The formula for determining the financial scores is:- $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F is the price of the proposal under consideration.</p> <p>The weights assigned to the Technical and Financial Proposals are: - T = 80 %, and F = 20 %</p> <hr/> <p>All adopted sub-criteria should be specified in the RFP. The points allocated to each of the sub-criteria under “qualifications and competence of key staff” must be indicated in the RFP.</p> <p>The minimum technical score S_t required to Pass is: 70 Points</p> <p>Remuneration Type ‘Lump Sum’</p> <hr/> <p>The single currency for price conversions is: Pak Rupees</p>
20.1	Expected date and address for contract negotiations: March, 2021
24.2	Successful consultant is required to submit Performance security in form of bank guarantee 10% of the contract amount
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.10 million.

Section 3. Technical Proposal - Standard Forms

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

Refer to Reference Paragraph 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.

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A - Consultant's Organization.....	22
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Section 3. Technical Proposal - Standard Forms

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope^{1 2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized 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.]

For FTP Only

Form TECH-2. Consultant's Organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name:

For FTP Only

Form TECH-3. Comments and Suggestions on the Terms of Reference
and on counterpart staff and Facilities to be
provided by the PE

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PE 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

(For small or very simple assignments the PE should omit the following text in Italic)

[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:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted 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 PE), 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.]

Section 3. Technical Proposal - Standard Forms

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

Section 3. Technical Proposal - Standard Forms

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. _____ Ed
ucation *[Indicate college/university and other specialized education of staff member, giving
names of institutions, degrees obtained, and dates of obtainment]*: _____
6. Membership of Professional Associations: _____
7. Other Training *[Indicate significant training since degrees under 5 - Education were
obtained]*: _____
8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]*:
9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking,
reading, and writing]*:
10. Employment Record *[Starting with present position, list in reverse order every employment held by staff
member since graduation, giving for each employment (see format here below): dates of employment, name of
employing organization, positions held.]*:

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

Employer: ____

Positions held: _____

Section 3. Technical Proposal - Standard Forms

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

13. Certification:

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

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

Full name of authorized representative: _____

Section 3. Technical Proposal - Standard Forms

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		i	2	3	4	5	6	7	8	9	10	11	12	n	Home Field ³	Total	
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home]															
		[Field]															
2																	
n																	
													Subtotal				
													Total				

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

Full time input

Part time input

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 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.]

Form FIN-1. Financial Proposal Submission Form.....	33
Form FIN-2. Summary of Costs	34
Form FIN-3. Breakdown of Costs by Activity ¹	35
Form FIN-4. Breakdown of Remuneration ¹	36
Form FIN-4. Breakdown of Remuneration ¹	38
Form FIN-5. Breakdown of Reimbursable Expenses ¹	39
Form FIN-5. Breakdown of Reimbursable Expenses	41
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FORM FIN-1.

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures^{4 5}].

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

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

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

We understand you are not bound to accept any Proposal you

receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]': _____

Name and Title of Signatory: _____

Name of Firm: _____

Address' _____

4 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

5 If applicable, replace this Paragraph with: “No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution.”

Section 4 - Financial Proposal - Standard Forms

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²		

- 1** Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2** Indicate the total costs excluding local taxes to be Paid by the PE 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.

Section 4 - Financial Proposal - Standard Forms

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

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

- 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 exacted 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. Use the same columns and currencies of Form FIN-2. 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.**

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)^{6 7 8 9}

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		\Home 1
		\Field\
Local Staff		
		\Home 1
		\Field\

- 6 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 7 Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).
- 8 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 9 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 it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):								
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between <i>[Insert place] and [Insert place]</i>							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of Personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PE's Personnel ⁶							
Total Costs								

Section 4 - Financial Proposal - Standard Forms

- 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. Use the same columns and currencies of Form FIN- 2. 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.**

Form FIN-5. Breakdown of Reimbursable Expenses

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insertplace] and [Insertplace]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of Personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	office rent, clerical assistance		
	Training of the PE's Personnel ⁴		

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

2 Indicate unit cost and currency.

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

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

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 contract.
 - 1.2 The PE is charged with the custody of funds from Government of Khyber Pakhtunkhwa and is exacted to exercise prudence in the expenditure of these funds. The PE 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.
 - (ii) 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.
 - (iii) 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:

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

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

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

(iv) 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 contract. Typical items are home office costs (Partner's time, no 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 PE 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.

(v) 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 exacted. 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 contract.

(vi) 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.

(vii) Subsistence Allowances

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

Standard rates for the Particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expense's

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

Section 4 - Financial Proposal - Standard Forms

printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PE Guarantee

- 3.1** Payments to the firm, including Payment of any advance based on cash flow projections covered by a PE guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular Payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Country:
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 of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title:

Section 4. Financial Proposal - Standard Forms

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 Per Working Month/Day/Year	Social Charges¹	Overhead¹	Subtotal	Fee²	Away from Headquarters Allowance	Proposed Fixed Rate Per Working Month/Day/Hour	Proposed Fixed Rate Per Working Month/Day/Hour¹
Home Office									
Field									

- 1. Expressed as Percentage of 1
- 2. Expressed as Percentage of 4

II. General Conditions of Contract

1. GENERAL PROVISIONS

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
 - (b) “Procuring Entity PE” means the implementing department which signs the contract
 - (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
 - (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
 - (e) “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
 - (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - (g) “Foreign Currency” means any currency other than the currency of the PE’s country.
 - (h) “GC” means these General Conditions of Contract.
 - (i) “Government” means the Government of Khyber Pakhtunkhwa.
 - (j) “Local Currency” means Pak Rupees.
 - (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
 - (l) “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.

General Condition of Contract

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

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.9 Fraud Corruption

General Condition of Contract

1.7 Authorized Representatives

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

1.8 Taxes & Duties

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

A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

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

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;

(b) terminate the Contract; and

(c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

General Condition of Contract

2.6 Termination

2.6.1 By the PE

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

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

(b) If the Consultant becomes insolvent or bankrupt.

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

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

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

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

2.6.2 By the Consultant

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

(a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.

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

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

General Condition of Contract

**2.6.3. Payment
Upon
Termination**

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

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

**3.1.1 Standard of
Performance**

**3.2 Conflict of
Interests**

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

**3.2.1 Consultants not
to Benefit from
Commissions,
Discounts, etc.**

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

**3.2.2 Consultant and
Affiliates not to
be Otherwise
Interested in
Project**

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

General Condition of Contract

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultant

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

3.5 Consultant's Actions Requiring PE's Prior Approval

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

- (a) entering into a subcontract for the Performance of any Part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a

detailed inventory thereof.

**3.8 Accounting,
Inspection and
Auditing**

- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

**4.1 Description
of Personnel**

The Consultant shall employ and provide such qualified and Personnel experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in

**4.2 Removal and/or
Replacement of
Personnel**

the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PE.

(a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a

Person of equivalent or better qualifications.

(b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.

(c) The Consultant shall have no claim for additional costs a

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ing out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PE

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

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-sum Payment The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.
- 6.2 Contract Price The price Payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.3 Payment for Additional services For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump
- 6.4 Terms and Conditions of Payment

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sum price is provided in Appendices D and E.

Payments will be made to the account of the Consultant and according to the Payment schedule stated in the SC. Unless otherwise stated in the SC, the first Payment shall be made against the provision by the Consultant of an advance Payment guarantee for the same amount, and

General Condition of Contract

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Resolution

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

Special Condition of Contract

III. Special Conditions of Contract

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

{1.1} **Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public**

Procurement Rules 2014.

1.3 The language is **English**.

1.4 The addresses are: **House # 37-D Circular Lane, University Town,**

Peshawar

Procuring Entity: **Urban Policy Unit, P&D Department Khyber
Pakhtunkhwa**

Attention: **Executive Director, UPU.**

Telephone:

E-mail:

Consultant:

Attention:

Facsimile:

E-mail:

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{1.6
}

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

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

1. The Authorized Representatives are:
7

For the PE: **Procurement Manager, UPPU**

For the Consultant: _____

1.8

All applicable taxes enforced will be deducted at source.

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

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

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

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

2.2 The tentative date for the commencement of Services is **March, 2021**.

2.3 The time period shall be **Fifteen Months**

3.4 The risks and the coverage shall be as follows:

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

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Note: Delete what is not applicable

{3.5(c)}

{The other actions are: *[insert actions]*.}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

{3.7(b)}

Note: If there is to be no restriction on the future use of these documents by either party, this Clause SC 3.7 should be deleted. If the parties wish to restrict such use, any of the following options, or any other option agreed to by the parties, may be used:

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.}

{The PE shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.}

{5.1}

Note: List here any assistance or exemptions that the PE may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”

6.1

Performance security shall not exceed 10% of contract amount in the form of bank guarantee

6.3

The amount in Pak Rupees

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6.5 The accounts are:

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

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

#	Deliverables	Time and Payment schedule
1	<ul style="list-style-type: none"> ▪ Submission of Inception Report incorporating contents and detailed methodology as well as list of various surveys along with their questionnaires to be carried out for the MASTER PLAN preparation. The consultant will provide in the inception report a detail work plan of all activities to enable UPU to properly monitor the activities of the consultants and ensure the completion of project on time. Presentation will be made to the client/agencies responsible for implementation at the local level. 	<p>a. Inception report will be submitted within one month from the date of signing of contract with the consultant.</p> <p>b. On approval of the inception report 10% payment will be made to the consultant.</p>
2	<ul style="list-style-type: none"> ▪ Report on vision development and public consultation Task - A. The report will mention deliberation upon establishment of goals and objectives for the project. It will also incorporate public and stakeholders including line agencies as well as political representative hearing 	<p>Time duration for completing Task - A are one month and must be submitted at the end of 2nd month of the project. On approval of the report, 10% payment will be made to the consultant.</p>
3	<ul style="list-style-type: none"> ▪ Submission of reports and maps: Data Analysis and background studies – Task B. ▪ Component 1: GIS based Basemaps (50% of Task 3) ▪ Component 2: Background studies, Data analysis and reports 	<p>The consultants are required to complete the task within 3 Months and must be submitted at the end of 5th month of the project. On approval of the report, 20% payment will be made to the consultant.</p>
4	<ul style="list-style-type: none"> ▪ Submission of draft MASTER PLAN & Scenario Maps – Task C. The consultant will have to present the draft plan to the client including other agencies responsible for implementation of the plan at the local level. The consultant will have to submit the revised plan or gives alternatives to the plan proposals if it is objected at any forum. 	<p>Time duration of Task – C is required to complete the task within 4 months and must be submitted at the end of 9th month of the project.</p> <p>On approval of the draft Master Plan and scenario maps 20% payment will be made to the consultant.</p>

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5	<ul style="list-style-type: none"> ▪ Formulation of Sector wise Action Plans – Task D. The consultant will have to present draft Sector Action Plans to the client and agencies responsible for implementation at the local level. The consultant will have to submit the revised Sector Action Plans or provide alternatives to its proposals if it is objected at any forum. ▪ Sector Action plans will be submitted separately of the MASTER PLAN. 	<p>Draft Strategies and Action Plans will be submitted within 4 Months and must be submitted at the end of 13th month of the project.</p> <p>On approval of the draft strategies 20% payment will be made to the consultant.</p>
6	<ul style="list-style-type: none"> ▪ The consultant will have to submit the final Master Plan along with Maps and Action Area Plans (20 Sets of each Report & Scenario Maps along with 20 sets of CDs) in its original editable format AutoCAD/Arc GIS including metadata to the client. Final presentation will be made before the client/implementing agencies. ▪ The consultants are required to submit the revised plan or give alternatives to the plan proposals, if it is objected at any forum before the final approval. 	<p>Final MASTER PLAN will be submitted at the end of 15th month from the start date of the project.</p> <p>On approval of the final MASTER PLAN report and Sector Wise Action Plans the remaining 20% payment will be made to the consultant.</p>
<p>Note:</p> <ul style="list-style-type: none"> a) Consultant will submit monthly progress report and attend mandatory monthly progress review meeting b) The consultant will submit the revised reports/deliverables within Ten days after submission of comments/suggestion by the UPPU 		
<p>The delivered products resulting from the study are to be owned by the UPU/Department concerned as public documents and are, therefore, subject to the provisions of The Freedom of Information Act 2008. The consultant will not use any or part of the report(s) or maps for any commercial purpose without the prior written permission of the client.</p>		

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

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Appendix A

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or

induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further Pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier: ...

Signature:

[Seal]

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CONTRACT

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

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

2. Term

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

3. Payment

A. Ceiling

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

C. Payment Conditions

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

4. Economic Price Adjustment

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

Remuneration pursuant to the rates set forth in Annex C shall be

adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] the calendar month after the date of the Contract) by applying the following formula:

$$Rl = Rlo \times Ilo$$

where *Rl* is the adjusted remuneration, *Rlo* is the remuneration Payable on the basis of the rates set forth in Annex C for Payable remuneration, *I* is the official rate of inflation for the first month for which the adjustment is to have effect and, *Ilo* is the official rate of inflation for the month of the date of the Contract.”]

5. Project Administration

A. Coordinator

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

B. Timesheets

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

C. Records and Accounts

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

6. Performance Standard

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

7. Confidentiality

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

8. Ownership of Material

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

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

MASTER PLANS OF URBAN CENTERS HEADQUARTERS

CENTERS OF MERGED DISTRICTS

SCOPE OF WORK

AND

TERMS OF REFERENCE

FOR

APPOINTMENT OF CONSULTANTS

AND

PREPARATION OF MASTER PLANS

TERMS OF REFERENCES (ToRs)

MASTER PLANING OF URBAN CENTERS OF MERGED DISTRICTS

1. Jamrud, Master Plan
2. Landikotal, Master Plan
3. Khar, Master Plan
4. Parachinar, Master Plan
5. Wana, Master Plan
6. Miran Shah, Master Plan
7. Kalaya, Master Plan
8. Ghalanai, Master Plan

1. INTRODUCTION

In Pakistan, there is a rapid rate of urbanization, both from rural migration, as well as from local population growth. The World Urban Population has crossed the 50% mark in 2007, meaning that more people now live in Urban Areas than Rural Areas. Pakistan will reach that tipping point in 2020, as per some estimates. It is an accepted fact that development means Urbanization, and there is no country in the World that has developed, while remaining predominantly rural. In fact, there is a direct correlation between the level of urbanization and the level of socio-economic development.

The Pakistan economy is transforming with an increasing reliance on urban economic growth. With economic activities in the urban areas producing 78% of the gross domestic product, the aging urban infrastructure is unable to provide basic services that will stimulate this economic growth and create jobs. Improved urban planning and service delivery, combined with large infrastructure investments, will provide the building blocks for sustainable urban economic growth.

Urbanization is an essential pre requisite for development, as no country in the World has developed without the process of urbanization. In fact, there is a direct correlation between urbanization and GDP of a country. Urban areas are better managed, have lower cost of service delivery per capita, provide better living conditions and better opportunities for personal growth and accomplishment. The new growth framework launched by the Federal Government, also puts huge emphasis on cities as prime movers, which can revolutionize our economy. During the last couple of decades, the ratio of GDP from agricultural sector has been declining, with corresponding increase in industrial and services sectors. In fact the real value addition in the agricultural economy is highly dependent upon a vibrant and prosperous urban sector.

The Government of Khyber Pakhtunkhwa, after the KPK-FATA merger, looks forward to expedite work on the development projects in the Federally Administered Tribal Areas and to make the best use of the available resources to facilitate the government in bringing its tribal areas into the mainstream.

The Report of the Committee on FATA Reforms 2016 highlights Urbanization as a strategy for Socio Economic Development of FATA. It states that an important component of the development plan for the newly Merged Districts would be the concept of social transformation of FATA by encouraging urbanization, by setting up modern urban hubs in all Agency HQs and other important trading centers.

The Ten Year FATA Development Plan (TYFDP 2018-28) envisages the development of Urban

Centers in Merged Districts. The existing Urban Hubs have to be upgraded, specially the Agency Head Quarters.

1. Jamrud
2. Khar
3. Parachinar
4. Wana
5. Miran Shah
6. Kalaya
7. Ghalanai
8. Landikotal

The government of Khyber Pakhtunkhwa is cognizant of this challenge, and with reference to Urban Sector Reforms, has established a dedicated policy and research unit in Planning and Development department. Proposed Mandate of the Urban Policy Unit is to assist in formulation of Urban Provincial Planning and policy framework, policies, bye laws and rules. It is to lead inter departmental, inter provincial and inter cities coordination for synergies and integration, and to coordinate with donors on urban matters. This Unit has to undertake capacity building and technical support to line departments in managing urban affairs, and to provide guidance and advice on institutional reforms and organizational restructuring. This unit will formulate economic regeneration and growth strategies for urban clusters and urban region, and will maintain Provincial GIS, and generate research and disseminate innovations in urban sectors.

2. BACKGROUND

Urbanization presents one of the key challenges and, at the same time, opportunities in the new millennium. Urbanization is taking place at a rapid pace and is beyond the effective control of most governments across the world. Even in jurisdictions where growth control boundaries have been implemented, such boundaries have been repeatedly revised to meet the demand for growth.

The scale and complexity of urban problems are increasing everywhere. All cities must plan ahead and develop strategic Master Plans to enable a sustainable future in the rapidly changing urban environment. And these plans must be reviewed and updated at a regular interval, to ensure a better economic, social and environmental future. Those cities that fail to plan ahead and execute the plans will not be competitive in the globalized world. Urban economies are contributing significantly to national exchequer and at the same time have become key employment markets. Cities indeed are important engines of economic growth and provide significant economies of scale in the provision of jobs, housing and services.

Urbanization is a universal phenomenon, and is going on at varying pace in different countries. In Pakistan, the rate of urbanization is one of the fastest in the world. At the moment, Pakistan is almost two thirds rural, but it is projected that the Urban Population will increase to fifty percent by 2030, even earlier. The migration of rural to urban, coupled with the natural increase in population, and the transformation of villages into towns, means that urban living will be the way of the future.

Previous effort in newly Merged Areas regarding Urbanization was the Tribal Areas Rural-to-Urban Centers Conversion Initiative (TARUCCI), started in 2012, which envisaged the development of at least two small urban hubs in every tribal agency of FATA. The idea was to develop Master Plans for 14 major towns, with facilities like Housing townships, bazaars/commercial areas, upgraded residential schools

and colleges for girls and boys, Civic amenities and services including sewerage and garbage disposal facilities, Bus and truck terminals etc. the idea was also to provide security through Cantonments in urban hubs managed by Army or Frontier Corps garrison already present at the selected locations. The Government of the Khyber Pakhtunkhwa intends to develop urban areas of the Merged Districts as sustainable, livable and well managed engines of economic growth. A comprehensive, strategic, regional, and long-term plan is required for all cities and districts of Khyber Pakhtunkhwa.

NOTE:

- *Separate Consultants will be hired for each package of MASTER PLAN, and all Consultants will work together where required and would share data.*
- *The study is for Urban Centers; Khar, Ghalanai, Kalaya, Parachinar, Miranshah, Wana, Jamrud and Landikotal including selected district headquarter cities with a population of above 30,000. Each Consultant should indicate the City Regions where they can work, and separate financial bids will be requested for each MASTER PLAN.*
- *The study is to be referred as KHAR MASTER PLAN 2040, GHALANAI MASTER PLAN 2040, KALAYA MASTER PLAN 2040, PARACHINAR MASTER PLAN 2040, MIRANSHAH MASTER PLAN 2040, WANA MASTER PLAN 2040 and WANA MASTER PLAN 2040.*

Package – 1	Khar , District Bajaur, Ghalanai District Mohmmand,
Package – 2	Kalaya District Orakzai, Parachinar District Kurram
Package – 3	Wana District South Wairistan, Miran Shah District North Waziristan
Package – 4	Jamrud and Landikotal District Khyber
Note: The consultant will submit separate technical and financial proposals for each package	

3. RATIONALE FOR THE STUDY

Master Plans are to be developed for all major urban centres of the Erstwhile FATA including **Jamrud, Landikotal, Khar, Parachinar, Wana, Miran Shah, Kalaya** and **Ghalanai**.

Some efforts have been done in this regard previously, but there were issues with those plans. Some efforts done for the Merged Districts are covered below;

3.1 Tribal Areas Rural-to-Urban Centers Conversion Initiative (TARUCCI)

Previous effort in FATA regarding Urbanization was the Tribal Areas Rural-to-Urban Centers Conversion Initiative (TARUCCI), started in 2012, which envisaged the development of at least two small urban hubs in every tribal agency of FATA. The idea was to develop Master Plans for 14 major towns, with facilities like Housing townships, bazaars/commercial areas, upgraded residential schools and colleges for girls and boys, Civic amenities and services including sewerage and garbage disposal facilities, Bus and truck terminals etc. the idea was also to provide security through Cantonments in urban hubs managed by Army or Frontier Corps garrison already present at the selected locations.

The Fourteen Urban Centres identified were, Khar, Ghallanai, LandiKotal, Kalaya, Ghiljo, Sadda, Parachinar, Miranshah, Mir Ali, Wana, Sarwakal, Darra Adam Khel, Darazinda FR DIKhan and Jandola FR

Tank. Progress made was that Master Plans were developed for Khar, Sadda, Parachinar, LandiKotal and Ghalanai. But these Master Plans were incomplete and could not be implemented fully. The ADP Scheme TARUCCI had World Bank support as well. It was prematurely closed in June 2016-17. It was also not focused on Urbanization and Urban Planning.

Urban Planning is needed as that is the only mechanism to provide high quality infrastructure at less per capita cost, with improved facilities for FATA Residents, in a secure environment. Urbanization finds mention in the Report of the Committee on FATA Reforms 2016, as a major Socio-Economic Development and Transformation strategy for FATA.

The major objective for establishment of Urban Policy Unit is to work in an integrated manner towards improving urban governance in the province. This unit will formulate economic regeneration and growth strategies for urban clusters and urban regions, and will maintain urban data set and GIS, and generate research and disseminate innovations in urban sectors. To achieve the above, the Urban Policy and Planning Unit intend to develop Master Plans for Cities of Khyber Pakhtunkhwa:

- The broad purpose and mandate of the Urban Policy Unit is to work in the formulation and improvement of integrated and strategic Urban Policy, Urban Planning, and Urban Management (institutional) including urban regulatory (legal) framework.
- Urban Unit will ensure and lead integrated inter departmental, inter provincial and inter cities coordination for synergies and integration. This also includes coordination with donors on urban matters.
- Urban Unit will ensure that the line Departments do not lack capacity to ensure implementation of solutions proposed, and it will provide Capacity building and Technical support to line departments in managing urban affairs and institutional reforms.
- Urban Unit will formulate economic regeneration and growth strategies for urban clusters and urban regions.

The Provincial Government Khyber Pakhtunkhwa has tasked the Urban Policy Unit to hire services of a reputed firms having vast experience in master planning, strategic spatial planning, and urban and regional planning for Master Planning of 7 Urban Headquarters Centers of Merged Districts.

4. SCOPE OF THE STUDY

The scope of the project is explained below but not limited to the following;

- a) A comprehensive vision will be developed for the Agency Head Quarters of Merged Districts.
- b) Administrative boundaries will be delineated at inception phase which shall be refined in later stages after situational analysis.
- c) Detailed field surveys and studies will be conducted and situational analysis will be performed for the existing conditions of urban structure and all sectoral profiles will be prepared to suggest further proposals.
- d) Planned hierarchy of settlements and an integrated and systematic growth of trunk infrastructure and services in the province.
- e) It will provide guidelines for the emerging developments corridors and suggest parameters for reducing migration to big urban centers.

f) It will provide guidelines for the proper development of surrounding rural areas.

Therefore, an independent Master Plan will be prepared for each headquarter city. The plan will cover 20-year period to cater for the development need of the city.

5. STUDY OBJECTIVES

This project is conceived and designed to develop a long-term holistic planning vision through a collaborative process which is essentially expected to take the form of a strategic planning framework i.e. "Master Plan" to shape Urban Centers physical future form.

The objectives of the master plan project are;

1. To create a long term shared "Planning and Development Vision" for the administrative capital while taking all stakeholders on board through a collaborative process.
2. Identify and delineate a comprehensive and common administrative boundary which will be adopted as administrative limits for integrated spatial planning, urban development, resource management and service delivery.
3. Strategies to provide affordable, diverse and environmentally sustainable housing to cater for the demands arising from all income groups and classes from society. Plan must focus on provision of a variety of housing including vertical condos, mixed use, vertically shared 2-3 storied residences, low income housing and the in-demand suburban housing.
4. Identification of areas/corridors for the future spatial growth of the district headquarter while addressing environmentally sustainable & equitable opportunities, disaster resilience and enhanced mobility & accessibility.
5. Propose comprehensive strategies for the promotion of sustainable local economic growth, a diversified local & regional economy and enhancing investment climate for the region to be competitive and economically robust in the long run.
6. Formulation of plans and strategies including projects to protect the physical environment and land fertility of the area to utilize its potential at regional level.
7. Formulation of strategies to conserve and maintain the natural terrain of the area and promote local tourism to enhance livelihood opportunities.
8. Enhancing accessibility and mobility facilitated through planned growth of the district headquarter augmented by ancillary road infrastructure. This augmentation and enhancement should be primarily focused on pedestrian infrastructure and public modes of commuting.
9. Strategies for the provision of improved and environmentally sustainable infrastructure to extend essential urban municipal services at affordable price including water, electricity, gas, sewerage, drainage and telecommunication across the town limits to enhance quality of life.
10. Strategies to enhance urban security and resilience against natural disasters.
11. Strategies for Institutional re-structuring/reforms and capital Improvement Planning to support effective plan implementation.
12. Devising Action Plans for different areas of plan implementation and projects development. These plans should assign implementation responsibilities, phasing for different plan tiers and financing options.
13. Assessing the feasibilities for development of workable framework for plan implementation and projects development through public private partnerships (PPP), joint ventures, BOT and through standalone public interventions.
14. Further, strategies to establish an improved system of urban governance to enhance livability, improved service delivery and financial sustainability.

5.1 The Master Plan specific objectives are:

- a. To critically review the current policies and ongoing schemes of urban development to pinpoint the short comings, suggest appropriate changes in the current policies and strategies to remove its deficiencies.
- b. To assess the impact of urbanization (population growth, re-classification and expansion in the urban boundaries) on the basic services and to suggest strategies to upgrade/extend urban infrastructure to keep pace with the urban growth.
- c. To examine the existing regulatory and institutional framework, including governance measures of the city and suggest improvements.
- d. Identify and conceptualize the scale and type (i.e. built form, density, mix of uses) of development appropriate for various intensification areas;
- e. Devise strategies for affordable housing, livelihood and recreation facilities for all in close proximity both in the existing city and new areas;
- f. Devise strategies for urban regeneration/slum up gradation and to encourage mixed used high-density vertical development at appropriate location within the existing urban core;
- g. Devise a policy framework and specific design guidelines to address local issues affecting intensification / densification currently and in the future;
- h. Assess the adequacy of municipal services (storm water, solid waste management, sewage treatment and municipal water supply) and social amenities such as (parks and playground, public and private transits, bus stops and terminals; roads capacities, junctions improvement and parking facilities) to achieve the required levels of intensification for identified and conceptualized development scenarios;
- i. To suggest a legal, financial and technical mechanism between urban planning and land administration systems to enable feasible land to be accessed and used for development in future.
- j. Recommend appropriate criteria for intensification proposals. Criteria should address matters such as, but not be limited to:
 - Compatibility/suitability of the new development with existing built-up area,
 - Relationship between density, massing and height of existing and proposed buildings including minimum and maximum permitted densities,
 - Provision of appropriate access to existing and proposed development,
 - Existing built and natural environments,
 - Transit supportive densities/proximity to transit facilities
 - Connections to existing transport system
 - Contributions to attractive, safe, and comfortable pedestrian environments
 - Traffic impacts
- k. Strategies to ensure coordination among public/private institutions to carry out desired development in a coordinated manner (Proper development control mechanism);
- l. Strategies to enhance urban security issues;
- m. Strategies to conserve heritage, built and natural environments of the region;
- n. Strategies to explore and enhance urban tourism to serve as an essential part of future urban economy;
- o. Strategies to improve system of revenue generation/economic productivity of the institutions through the, identification of buoyant sources of tax and revenue generation such as land valuation (betterment) taxation; urban land taxation etc.
- p. Enhance connectivity and transit mobility to support and complement mixed use high rise

- development to reduce financial and environmental burdens of conventional commuting;
- q. Strategies for the plan Implementation and to establish a system of monitoring and review of the plan proposals.

6. CONSULTANT'S PROFILE

The consulting firm is expected to be very familiar with master plan development /strategic plan preparation with considerable experience in taking up/completion of spatial development plans. The consulting firm must have a multi-disciplinary team of professionals and technical experts. The firm must have the capacity to use different spatial analytical techniques and software; and must demonstrate experience of conducting similar studies for large cities locally and/or internationally. The national or international consulting firms with presence of urban planning firms in Khyber Pakhtunkhwa to form consortiums will be preferred.

The Consultant must have the following experts with 10 years or above experience as core members;

7. TASKS & ASSIGNMENTS:

Consultants are desired to undertake following tasks, these tasks involve both primary and secondary studies, public consultations, desk studies and official interviews. Data collection through various social and physical surveys will be carried out for not less than 2% households. The data will be collected throughout the city using the stratified random sampling techniques for developing a proper representative sample of the whole city.

S.NO	Name of Expert	Input	Remarks
1	Team Leader with a Master or higher degree in URP/CIP/TCP, having 15 years or above experience in urban Master/ Structure Planning	12	Full time
2	Deputy team leader/ Urban Planning Specialist with a Master or higher degree in URP/CIP/TCP, having 10 years or above experience in Master/ Structure Plans, Control/Regulation/Zoning bylaws	12	Full time
3	GIS/MIS Specialist	6	Intermittent
4	Urban Transportation Planning & Engineering Specialist	6	Intermittent
5	Urban Infrastructure (WATSAN) Specialist	6	Intermittent
6	Urban Architect (Experience in Urban Design, Regeneration, Urban Renewal)	4	Intermittent
7	Urban Ecologist/Environmental Specialist	4	Intermittent
8	Urban Recreation/Tourism/Heritage conservation expert Landscape Architect with experience in heritage conservation.	4	Intermittent
9	Urban Economist (Economic Development, Finance & Revenue generation Expert)	4	Intermittent
10	Urban Governance/ Institutional development specialist	4	Intermittent
11	Urban Sociologist	2	Intermittent
12	Disaster Risk Reduction Specialist	2	Intermittent
13	Behavior Change Communication Expert	2	Intermittent
14	Statistical Analyst/SPSS Expert with experience in Population forecasting and Demography	2	Intermittent
15	Security Expert	2	Intermittent
Total (Person Months)		72	

7.1 Task A – Vision Formulation and Community Consultation

To ensure public participation (including line/plan implementation departments) at all stages of the planning process consultant shall conduct public informational meeting to introduce the project intent, mixed-use development components, and to seek guidance on the identification of goals/vision, objectives, issues, concerns, opportunities, etc.

- The Consultants are required to hold meetings with all public sector departments and share the outputs of the planning process in seminars as well as public hearing.
- Conducting 1 Focus Group Discussion (FGD) per Neighborhood Council in the city
- Five FGD of civil society organizations like Bar council, traders associations, vendor associations, political party local level leaders etc.
- Two general public hearings at mid and final stage of the MASTER PLAN preparation.

The consultant will incorporate the inputs provided by all stake holders in the final version of the MASTER PLAN. Public hearing is a necessary part of this exercise to ensure general public participation in the plan making.

7.2 Task B- Background Study/Analysis

The consultants will study in detail the existing situation through background studies/analysis and will project all components of the MASTER PLAN over the plan period 2040.

7.2.1 Land-use/land Suitability Analysis

a. Mapping of the historical growth trends of the city

The consultants are required to conduct research on the historical urban growth trends and drivers of urban growth over the period of last twenty years. The probable sources for mapping the trends over each five-year periods are the municipal records. Plotting of historical growth trends on GIS maps of the city-region and articulating the drivers of urban growth.

b. Housing trends and needs assessment through projected population growth estimates

It has been observed that the housing needs have been the primary drivers of urban growth necessitated by rural to urban migration due to various factors. The growth pattern and projected growth needs over next 20 years need to be analyzed and mapped.

c. Density maps

To reduce urban sprawl, there is a need to promote high density mixed use development. Therefore, the consultants will devise policy guidelines for the establishment of high density mixed use development both within the existing urban boundaries including the future growth areas. The consultants are required to prepare maps showing the existing and proposed high density mixed use development.

d. Land use Base map

The consultants are required to develop a GIS/MIS based detail land use Base map for the quantification of built up, infilling, brown fields and open land available for future development for the projected city boundary till 2040. The consultant will prepare a detail land use map for the city.

The consultant/firm with the consent of UPPU will procure the satellite imageries of 0.5m or better to develop an up to date map of the city including surrounding areas in order to support suitability analysis of existing and proposed land uses for urban development and other ancillary uses. Land use survey of each type is a necessary prerequisite of this study. The consultants will prepare the Base map at a scale of 1:2000 with the following details:

- a) Counter lines drawn at counter interval of 5 meter.
- b) Boundaries (District, Tehsil, sub-division, City, Neighborhood Council, Village Council)
- c) All major and minor streets, roads, railway lines and airports
- d) Water supply, sanitation, sewer, SNGPL and telephone networks
- e) Water bodies (spring, streams, river and other water bodies)
- f) Residential (planned and un-planned areas, sprawl, building heights – single, double or multi story, density)
- g) Commercial (retail, whole sale and ware houses)
- h) Industrial (all types)
- i) Amenities (education, health, religious, banks, police stations, libraries, and community halls etc)
- j) Parks, playgrounds and state land
- k) Brown fields (for re-development)
- l) Open spaces (agriculture all types, vacant, and graveyards etc)
- m) Land cover analysis with raster imagery (5 raster images having minimum 7 bands) and spatio-temporal growth analysis

7.2.2 Land Management

Consultants are required to critically analyze existing land management policies/practices and develop better options regarding urban land management/land revenue system to improve the existing land management in urban areas through a GIS/MIS based land management system.

7.2.3 Taxation and Revenue Generation

It is of key importance that urban planning and associated work should be sustainable over long time. The following tasks hence are part of the review, analysis, strategy and recommendations;

- a) Conduct a consultative review and discern municipal taxation from other urban provincial taxes like property tax, land tax, capital value tax, stamp duty etc.
- b) Review the current urban taxation structure
- c) Volume of urban tax collected and patterns of reinvestment in the municipal services (this would include a comparative analysis of tax collected and municipal spending over 6 years period of time)

- d) Identify possible sources for exclusively municipal tax structure including giving options for reinvestment of tax collected in the municipal service delivery within the framework of Financial Rules and Secondary Rules framework (FR, SR), through a consultative review process
- e) Land valuation for collection of property and other taxes
- f) Design a municipal taxation structure which is to be utilized at municipal level; through a consultative process

7.2.4 Governance and Institutions

Consultants are required to objectively analyze and assess the institutional capacity to implement and monitor the Master Plan and relevant laws/bye-laws. They may suggest improvements in the structure.

7.2.5 Land-use Regulations and Plans

Consultants are required to study and analyze all existing urban planning, development and environment related national, provincial laws and regulation (bye laws) as well as the previous and existing plans to propose a viable solution for various issues of society in a proper manner in local context. They will have to devise city level planning and development standards and down ward regulations, intensification or increased Floor Area Ratio (FAR) guidelines.

7.2.6 Environment

Consultants are required to analyze urban environment in order to safeguard and improve through SEA the likely negative environmental impacts of the proposed new developments. Study of various sources responsible for environmental pollution (air and water) is necessary and remedial measures are required through this study. For the task the consultant will undertake the following surveys:

- g) Air quality survey at various points of the city
- h) Water quality analysis (drinking water supply and water courses)
- i) Soil contamination surveys
- j) Soil and geological survey/data
- k) Analysis of Noise level at various points of the city
- l) Identification of environmental sensitive areas

7.2.7 Demography, livelihood and housing

The consultants are required to divide the city into various zones, calculate its population densities, economic activities and related facilities to revitalize the existing economic base and socio-economic structure of the city. The following surveys are required:

- a) Housing surveys including but not limited to house age, height, occupancy and condition survey is required to identify housing shortage and associated problems of housing
- b) Accessibility surveys for emergency and other vehicles
- c) Household socio economic condition/Livelihood survey

- d) Distance from primary/middle/secondary schools to home
- e) Mode and cost of travel from home to school
- f) Availability of basic and specialized health facility
- g) Distance from basic health facility
- h) Mode and cost of travel and health services

Recommendation for the provision of housing to all income groups is necessary to ensure provision of affordable housing in the city. Consultants are required to identify slum within the city boundary and furnish slum rehabilitation techniques and for the prevention of such areas in future.

7.2.8 Urban Transportation, Mobility & Accessibility

The Consultants are required to study existing traffic and transportation system of the city. Various transportation surveys are to be carried out to explore the constraints and opportunities and come up with suitable solutions for traffic and transportation within the city.

- a) Development of a detail roads and parking inventory
- b) Origin, Destination and Cordon Survey
- c) Traffic counts at various roads and junctions to determine roads and junction capacities
- d) Public Transport User Interview Survey
- e) Household Interview Survey (HIS)
- f) Traffic Signage Survey (signage relevant to public transport)
- g) Parking Survey as parking lots identifications/developments is an important component of this study
- h) Mobility survey and to identify synergy between land-use and transport etc
- i) Traffic flow volume, trend, axle weight-age etc. (data from weighing stations and established traffic count permanent stations-or any other means including survey on the main arteries and by-pass roads)

Note: Urban Transportation, Mobility & Accessibility surveys for the said District headquarters.

7.2.9 Historical/Social/Culture Heritage Development

The Consultants are required to study and map all existing historical monuments/places, socio-cultural heritage of the city in order to propose appropriate guidelines for the development of these localities and to capitalize the cityscape to create social, cultural hubs and identify opportunities within and of the city.

7.2.10 Urban Design and Public Realm

The Consultants are required to analyze existing building lines, public spaces, vistas, sidewalks, street lighting, monuments, parks etc for improvements and to identify opportunities for creating new such sites. The Consultants are required to propose urban beatification and design aspects for the existing and new development within the city.

7.2.11 Quality of Life

The Consultants are required to study the adequacy and location of existing facilities. Diagnostic analysis for Quality of Life standards in the city are to carry out. Diagnostic analysis will include but not limited to the following:

- a) Public spaces (parks, food outlets, libraries, public hall, sports courts/grounds) mapping and state of dilapidation.
- b) Heritage sites mapping and their state of preservation as well as trends of encroachment and dilapidation
- c) Civic facilities such as Public Toilets, Street Furniture, Streets Lights, Parking Lots and other amenities exist in the city neighborhoods.

7.2.12 Economy (Industry, Trade & Local Commerce)

A detailed profiling of industry, commerce and commercial sector of Urban Hubs will be prepared including but not limited to the following:

- A sectoral profile of commerce, industry and commercial activities of the district headquarter in terms of spatial growth, employment and share to the district headquarters' economy.
- Past and present development interventions in commerce and industrial sector
- Local, provincial and national level policies of commerce and industrial sector
- Collecting information from available secondary/primary sources.
- Information about the adequacy of facilities and infrastructure that support these activities

7.2.13 Water Supply, Sanitation and Solid Waste Management

Profiling of all Municipal Services including the identification of new and existing sources water supply (depletion rates of water and sub-soil aquifer data) & their mapping, sanitation and solid waste management along with existing conditions of (sources of water and their depletion rates as sub-soil aquifer data and surface run off calculation), Sewage flows and their mean calculation, solid waste tonnage calculation, methods of collection and disposal (landfills capacity, using and locations) etc.

Consultants are required to identify depressed areas in term of services and facilities. Policy directions and action plan is required to generate funds for construction, maintenance and operation of public amenities at feasible locations.

7.2.14 Citizens Behavior

The consultant/firm will conduct a Perception and Behavioral Survey of population focusing on issues of urban responsibility using Knowledge, Attitude, and Practice (KAP) methodology on a valid sample. The KAP survey will investigate the reasons for and incentives and disincentives of citizens to behave responsibly while utilizing municipal services especially their behavior towards solid waste and other disposal, use of public spaces and services.

7.2.15 National and international best practice references

Consultants are expected to study and relate national and international best practices for their proposals in order to ensure success of the proposed strategies. Studies for the fringe areas are specifically required to discouraged rural villages in the vicinity of cities. Best practices in respect of slum up gradation and elimination of squatter settlements, it specially includes recent success stories at national level and other developing countries practices such as Malaysia, India etc.

7.3 Task C – Master Plan Strategic Scenario Development/Mapping

- a) Showing suitable land parcels based on multi criteria analysis for various activities through viable projections for housing of all income groups, space required for commercial and industrial activities and other necessary component of the city
- b) Land use pattern both existing and future options;
- c) Land use mix potential range of uses (residential, work, leisure, services etc.)
- d) Infilling, intensification and redevelopment
- e) Natural systems and environmental resources of the district
- f) A detail inventory of existing features including topographical and natural constraints, wetlands, agricultural lands, aggregate resources, groundwater recharge areas, floodplains, fisheries, wildlife etc
- g) Major transportation, Agricultural; Tree plantation and environmental conservation areas
- h) Allied infrastructure requirements to support Strategic Development proposals

7.4 Task D – Preparation of Master Plan Proposals and Action Plans

For successful implementation of the Master Plan the consultant will develop a detail and comprehensive Master Plan Proposals with action plans for various components of the master plan including but not limited to:

- i. **Action Plan** for zoning and land management.
- ii. **Action Plan** for future housing of all income groups.
- iii. **Action Plan** for slum identification and up gradation.
- iv. **Action plan** for health facilities
- v. **Action plan** for educational facilities
- vi. **Action Plan** for Quality of Life
- vii. **Action Plan** for WATSAN and Solid Waste Management (SWM).
- viii. **Action Plan** for Transportation and Traffic Management as well as Parking Lots
- ix. **Action Plan** for Municipal Services.
- x. **Action Plan** for Disaster Risk Reduction and Emergency Planning.
- xi. **Action Plan** for Economic Development.
- xii. **Action Plan** for Tourism, heritage and conservation.
- xiii. **Action Plan** for Environmental protection.
- xiv. **Action Plan** for Rural Urban Fringe and Regional Development.
- xv. **Action Plan** for commercialization, industrialization and investment attraction.
- xvi. **Action Plan** for security measures of the city
- xvii. **Action Plan** for the local institutional framework implementing MASTER PLAN
- xviii. **Action Plan for BCC**

8. Deliverables with time Framework and Payment Schedule:

The study deliverables will be written documents containing the study findings with supporting diagrams/maps, charts and analytical summaries and recommendations with respect to policy direction. All deliverables are to be submitted to the Urban Policy Unit (Client). A minimum of 5 hard copies of each deliverable at each stage of the study as well as an electronic version of the deliverable including all drawing files (i.e. AutoCAD, GIS, MS Word Format etc.) as mentioned against each delivery are required to be submitted to the Client. Following deliverables and payment schedule are necessary parts of the assignment:

#	Deliverables	Time and Payment schedule
1	<ul style="list-style-type: none"> ▪ Submission of Inception Report incorporating contents and detailed methodology as well as list of various surveys along with their questionnaires to be carried out for the MASTER PLAN preparation. The consultant will provide in the inception report a detail work plan of all activities to enable UPU to properly monitor the activities of the consultants and ensure the completion of project on time. Presentation will be made to the client/agencies responsible for implementation at the local level. 	<p>c. Inception report will be submitted within one month from the date of signing of contract with the consultant.</p> <p>d. On approval of the inception report 10% payment will be made to the consultant.</p> <p>e.</p>
2	<ul style="list-style-type: none"> ▪ Report on vision development and public consultation Task - A. The report will mention deliberation upon establishment of goals and objectives for the project. It will also incorporate public and stakeholders including line agencies as well as political representative hearing 	<p>Time duration for completing Task - A are one month and must be submitted at the end of 2nd month of the project. On approval of the report, 10% payment will be made to the consultant.</p>
3	<ul style="list-style-type: none"> ▪ Submission of reports and maps: Data Analysis and background studies – Task B. ▪ Component 1: GIS based Base maps (50% of Task 3) ▪ Component 2: Background studies, Data analysis and reports 	<p>The consultants are required to complete the task within 3 Months and must be submitted at the end of 5th month of the project. On approval of the report, 20% payment will be made to the consultant.</p>
4	<ul style="list-style-type: none"> ▪ Submission of draft MASTER PLAN & Scenario Maps – Task C. The consultant will have to present the draft plan to the client including other agencies responsible for implementation of the plan at the local level. The consultant will have to submit the revised plan or gives alternatives to the plan proposals if it is objected at any forum. 	<p>Time duration of Task – C is required to complete the task within 4 months and must be submitted at the end of 9th month of the project.</p> <p>On approval of the draft Master Plan and scenario maps 20% payment will be made to the consultant.</p>

5	<ul style="list-style-type: none"> ▪ Formulation of Sector wise Action Plans – Task D. The consultant will have to present draft Sector Action Plans to the client and agencies responsible for implementation at the local level. The consultant will have to submit the revised Sector Action Plans or provide alternatives to its proposals if it is objected at any forum. ▪ Sector Action plans will be submitted separately of the MASTER PLAN. 	<p>Draft Strategies and Action Plans will be submitted within 4 Months and must be submitted at the end of 13th month of the project.</p> <p>On approval of the draft strategies 20% payment will be made to the consultant.</p>
6	<ul style="list-style-type: none"> ▪ The consultant will have to submit the final Master Plan along with Maps and Action Area Plans (20 Sets of each Report & Scenario Maps along with 20 sets of CDs) in its original editable format AutoCAD/Arc GIS including metadata to the client. Final presentation will be made before the client/implementing agencies. ▪ The consultants are required to submit the revised plan or give alternatives to the plan proposals, if it is objected at any forum before the final approval. 	<p>Final MASTER PLAN will be submitted at the end of 15th month from the start date of the project.</p> <p>On approval of the final MASTER PLAN report and Sector Wise Action Plans the remaining 20% payment will be made to the consultant.</p>
<p>Note:</p> <ul style="list-style-type: none"> c) Consultant will submit monthly progress report and attend mandatory monthly progress review meeting d) The consultant will submit the revised reports/deliverables within Ten days after submission of comments/suggestion by the UPPU 		
<p>The delivered products resulting from the study are to be owned by the UPU/Department concerned as public documents and are, therefore, subject to the provisions of The Freedom of Information Act 2008. The consultant will not use any or part of the report(s) or maps for any commercial purpose without the prior written permission of the client.</p>		

9. BENEFITS OF THE PROJECT;

- I. The MASTER PLANS will provide tools that will help to control and regulate the physical growth of the large urban centers in accordance with proposed strategies to preserve the integrity of cities, environment and resources.
- II. The project will provide guidelines for feasible and high priority investment in urban infrastructure.
- III. The project will help to identify and strengthen the government policies/ programs in urban sector. It will provide an opportunity not only to strengthen the existing local government institutions but will also to develop new urban management initiations responsible for growth and development of the city creating opportunities for investment and jobs creation.

- IV. The project will provide a venue to public for debates regarding population, housing, land use, supply of land, transport & other infrastructures for future needs.
- V. Preparation of detail base maps of large urban centers on suitable scale with necessary information's will help different organization for various purposes.
- VI. The project will full fill the future housing requirements of the city.
- VII. It will provide frame work for various infrastructures activates under urban sector.
- VIII. The project will ensure the provision of basic facilities/ amenities to the people.
- IX. The project will improve the environmental aspect of the city and will prevent the substantial loss of the limited but productive agriculture farm lands to none agriculture uses in the close vicinity of urban centers.
- X. Help in detail planning at tehsil and union council levels in order to avoid the creation of slum and to reduce its negative impacts on environment, particularly on the life supporting system (water, air and land).
- XI. Help in preventing loss of environment recourses such as pristine rivers and natural recourses due to unplanned development.
- XII. Help in tracking the dynamics of urban land uses and other developments in relation to environment and economy in the future.
- XIII. More reliable data will become available for planning, monitoring and rational decision.
- XIV. Facilities in better sitting of future urban infrastructure development works such as industrial estate, commercial areas & shopping malls, roads and streets, for achieving economic development while conserving the natural recourse base of the region. This will also reduce mitigation cost of poorly cited developments.
- XV. Availability of a GIS / RS facility in Urban Policy Unit where all the line department will have access for up to date data / information acquisition. Through proper training and capacity building measures the skills of the concerned departments on using GIS and remote sensing techniques for implementation and up-dating MASTER PLAN will be developed and institutionalized. This will greatly save on future planning costs. The establishment of Geographical information system lab/ center at provincial level which will have maps of various urban land uses which can be over laid, updated or re-produced at any desired scale and a comprehensive status of each area marked for various uses, similarly the area for each use can be quantified and highlighted.

- XVI. The ultimate beneficiaries will be the people living in the large urban centers (District headquarters) of KPK for which these MASTER PLANS will be prepared and implemented.
- XVII. The information collected will be helpful to industries and proponents of other development projects including EPA in formulating environmental protection measures, especially for Environment Impact Assessment of various projects within the jurisdiction of these cities.
- XVIII. The MASTER PLANS will strictly enforce land use planning and zoning that will ensure protection of green spaces, environmental sensitive areas, parks and play grounds and other open spaces in and around nearby big urban centers and areas of outstanding beauty and conservation of bio- diversity.

10. ORGANIZAITON RESPOSIBILTIES:

To implement the project in association with national and international consultants a strong organizational setup within the Deputy Commissioner Office is required. The Deputy Commissioner of the concerned district shall be in charge of all the initiatives of the planning process from provincial level to TMA's and union council level. The planning process includes MASTER PLANS or development plans, developmental control and building control.

The preparation of MASTER PLANS is a solid step towards transforming cities of KP into engines of economic growth and the Government of KP is keen to discourage sprawl and un-controlled urbanization and therefore investing huge financial resources in the proposed activities. The development of these plans itself will not achieve the objectives of prosperous cities but will need a dedicated, enlighten and professional organizational setup working directly under the Chief Executive Officer of the province at provincial level and under Commissioner and Deputy Commissioner at divisional and district level respectively. Such type of institutional setup will ensure to align the Annual Development Program (ADP) of the provincial government with the strategies or plans proposed in the MASTER PLANS.