

MUNICIPAL CORPORATION KARACHI

81361

012 JUN 2014

ZAFAR ALAM
LAW ASSOCIATES

CONTRACT

THIS CONTRACT "Consultancy Services for Awareness & Preparation of Action Plan for improving Hospital waste management in public sector hospitals, (here in after called "Contract") is made by 5th day of June ,2014, between, on the one hand, The Environment Department, Government of Sindh, having its principal place of business at Plot No ST-2/1, Sector 23, Korangi Industrial Area, Karachi, (here in after called the "PA/Client") and on other hand, M/s FERHA, having its principal business office located at House No-A161, Street No11, Saleemabad, Orangi Town, Sector 11-1/2, Block D, Karachi, Pakistan.

WHEREAS,

- (a) The Client has requested the consultant to provide certain consulting services as defined in this Contract (here in after called the "Services")
- (b) The Consultant, having represented to the Client it has the required professional skills and personnel and technical resources has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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2. Term The Consultant shall perform the Services during the period commencing 2013-2014 and continuing through 2015-2016 or any other period as may be subsequently agreed by the parties in writing.
3. Payment
- A. Ceiling
- For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed Rs. 13.995 (Million). 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.
- B. Payment Schedule
- The Consultant will be paid as per the agreed payment schedule specified in attached Annex D, "Contract Payment Schedule".
- C. Payment Conditions
- Payment shall be made in Pakistan Rupees, 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 0% per annum.
5. Project Administration
- A. Coordinator
- The PA designates Mr. Suhail Kamal, Project Manager, Planning & Monitoring Cell as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.
- B. Timesheets
- During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.
- C. Records and Accounts
- The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
6. Performance Standard The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
7. Confidentiality The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
8. Ownership of Material Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software
9. Consultant Not to be Engaged in Certain Activities The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.


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10. Insurance The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
11. Assignment The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
12. Law Governing Contract and Language The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
13. Dispute Resolution Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

SECTION OFFICER
 Signed ~~Environment & Atmospheric Quality Deptt~~
 Government of Sindh


Title: 35070871
 CNIC# 42201-9454983-7

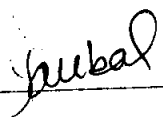
FOR THE CONSULTANT

Signed by 
Ferha
 Consultant

Proprietor
 M. Zahid Khan
 Title: Proprietor
 CNIC# 42401-7228158-7

WITNESS SIGNATURE:-

1. Signed by 
MUHAMMAD NAVEED
 Assistant Director (ENV)
 Planning & Monitoring Cell
 Environment & Atmospheric Quality Deptt
 Government of Sindh
 Naveed
201-2887781-5

2. Signed by 
 Title: YOUBAL
 CNIC# 45502-0823105-9

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____

Dated: 05-06-2014

Contract Value: PKR 13.995 Million

Contract Title: Consultancy services for "Awareness & Preparation of Action Plan for improving Hospital waste management in public sector hospitals"

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

Without limiting the generality of the foregoing, Consultant 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

The Consultant 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Consultant 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, Consultant agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Consultant 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 PA.

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Environment Department

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**SCOPE OF WORK AND TORS FOR ADP SCHEME NAMELY
“AWARENESS AND PREPARATION OF ACTION PLAN FOR IMPROVING
HOSPITAL WASTE MANAGEMENT IN PUBLIC SECTOR HOSPITALS”**

Task 1 - To prepare profile all hospital/ health care units in Sindh province and review the existing conditions of HWM facilities and to determine the quantity of Healthcare waste.

Task 2 -Formulation Laws ,Rules, Regulation, Guidelines, training courses, academic courses.(to be included in M.B.B.S., D.V.M., Nursing and B. pharmacy Degrees) regarding Hospital waste Management.

Task 3 - Preparation of action plan based on the above study/ survey by involving all stakeholders in each district of Sindh province.
Prepare Action Plan for hospitals working under Health Department, Local Government Department, District Government and concerned Federal Government Departments to be included in the ADP/PSDP 2013-14.

Task 4 - Meetings and Communications Awareness and mobilization to all stake holders through consultative workshops in each District of Sindh province.

Task 5 Training modules would be developed for the hospital staff in such a manner that they help in disposing off the waste properly. Draft and Propose Sindh Hospital Waste Management Rules, guidelines on Hospital Waste Management , Specifications Guidelines on Incinerators, SOPs formulation by all healthcare facilities and Training Manuals for Paramedics

Task 6 - To propose centralization of healthcare waste at District level.

Task 7 - Devise electronic and print literature for awareness of hazardous effects of hospital waste for dissemination

Task 8- Propose a financially viable plan for elimination of environmental and health hazards.

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ANNEX-B

CONSULTANT'S REPORTING OBLIGATIONS For Consultancy Services for Awareness & Preparation of Action Plan for improving Hospital waste management in public sector hospitals In Sindh Province

Step 1

Group of Activities (Phase): CONTRACT SIGNING & PROJECT COMMENCEMENT MEETING	Description: ➤ This activity is the beginning of the project and it commence with the contract signing and commencement meeting between Unilogiks Consultant Pakistan and Environment Department, Forest Environment & Wildlife Department, Govt. of Sindh (PA). ➤ This will be following with the actual start of the project home & field work.			
Cost component	Costs			
	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Local Currency
Remuneration	N/A			PKR 4,900,000
Reimbursable Expenses				
Subtotals				PKR 4,900,000

Step 2

Group of Activities (Phase): INCEPTION REPORT	Description: ➤ Overview the on hand policies and regulatory documents together with the organization's agreement, obligation and keenness to share the required information. ➤ Defining study boundaries and spotting beneficiaries and stakeholders. ➤ Grounding of inception report which will contain comprehensive work plan and finalized methodology.			
Cost component	Costs			
	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Local Currency
Remuneration	N/A			PKR 4,900,000
Reimbursable Expenses				
Subtotals				PKR 4,900,000

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Step 3

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Group of Activities (Phase): Submit Final Protocols, SOPs, Guidelines, Manuals, etc.	Description: <ul style="list-style-type: none"> ➤ Data gathering framework, data collection and rectification through review of relevant documents, surveys and consultative meetings with various stakeholders. ➤ Collating the information, analysis, interpretation and presentation. ➤ Mandated protocols, SOPs, guidelines, manuals etc. 			
Cost component	Costs			
	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Local Currency
Remuneration	N/A			PKR 2,100,000
Reimbursable Expenses				
Subtotals				PKR 2,100,000

Step 4

Group of Activities (Phase): Submit Final Protocols, SOPs, Guidelines, Manuals, etc.	Description: <ul style="list-style-type: none"> ➤ Data gathering framework, data collection and rectification through review of relevant documents, surveys and consultative meetings with various stakeholders. ➤ Collating the information, analysis, interpretation and presentation. ➤ Mandated protocols, SOPs, guidelines, manuals etc. 			
Cost component	Costs			
	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Local Currency
Remuneration	N/A			PKR 2095480
Reimbursable Expenses				
Subtotals				PKR 2095480

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COST ESTIMATE OF SERVICES, LIST OF PERSONNEL & SCHEDULE OF RATES FOR CONSULTANCY SERVICES FOR AWARENESS & PREPARATION OF ACTION PLAN FOR IMPROVING HOSPITAL WASTE MANAGEMENT IN PUBLIC SECTOR HOSPITALS IN SINDH PROVINCE

FORM FIN-4. BREAKDOWN OF REMUNERATION

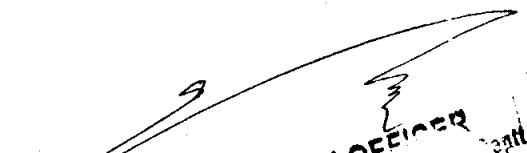
Group of Activities (Phase): PAYROLL OF THE PROJECT HUMAN RESOURCES								
S.No.	Name	Position	Staff-month Rate	Input (Staff-months)	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Local Currency
Local Staff:								
1	Dr. Hussain Zakir	Project manager	150,000	(Office)9	N/A	N/A	N/A	1,350,000
				(Field)3				450,000
2	Dr. Kiran Farhan	Dy. Project manager	120,000	(Office)6	N/A	N/A	N/A	720,000
				(Field)6				720,000
3	Wasim Ahmed	waste management officer	100,000	(Office)9	N/A	N/A	N/A	900,000
				(Field)3				300,000
4	Israr Shah	waste management officer	100,000	(Office)9	N/A	N/A	N/A	900,000
				(Field)3				300,000
5	Irfan Khan	Assistant waste management officer	75,000	(Office)9	N/A	N/A	N/A	675,000
				(Field)3				225,000
6	Ishaan Soomro	Outreach coordinator	50,000	(Office)12	N/A	N/A	N/A	600,000
				(Field)				

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 Energy Dept
 Sindh

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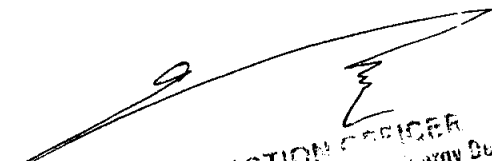
Group of Activities (Phase): PAYROLL OF THE PROJECT HUMAN RESOURCES											
S.No.	Name	Position	Staff-month Rate	Input (Staff-months)	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Local Currency			
Local Staff:											
								140,000			
7.	Abdul-Raheem	Statistician	35,000	(Office)4 (Field)	N/A	N/A	N/A				
8.	Farheen Khan	Data processing officer	25,000	(Office)12 (Field)						300,000	
9.	Nadeem Khan	Environmental engineer	65,000	(Office)3 (Field)9						195,000	
10.	Afzaal Khan	I.T Officer, Application Developer	50,000	(Office)12 (Field)						585,000	
11.	Inaam Shafique	Office Assistant	15,000	(Office)12 (Field)						600,000	
12.	Farooq Naeem	driver	12,000	(Office) (Field)12						180,000	
13.	Haaris Shafique	Office Boy	10,000	(Office)12 (Field)						144,000	
TOTAL COST								120,000			
								PKR 8,400,000			


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 Government of Punjab


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FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

No.	Description	Unit	Unit Cost
1	GPS Devices	Gadget	60,000
2	Data Collection Devices	Gadget	55,000
3	Computers (Desktop)	Machine	45,000
4	Laptops	Machine	110,000
5	Application Server	Gadget	250,000
6	Voice Recorder	Tool	25,000
7	Video Recorder	Tool	175,000
8	Vehicles-12 months	/month	120,000
9	POL	Liter	110
10	Stay (Boarding & Lodging) 120Days	/day	18,000
11	Office Expenses-18 months	Camp Office	150,000
12	Other field expenses-12 months	/month	10,000
13	Event Expenses (Seminars)	Event	350,000
14	Communication Charges-18 months	/month	25,000
15	Miscellaneous	-	-


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Contract Payments Schedule For Consultancy Services for Awareness & Preparation of Action Plan for improving Hospital waste management in public sector hospitals In Sindh Province

S No:	Payment Details	Amount (PKR) In millions
1	50.01% of the contractual amount at the time of Contract Signing	7.0000
2	10% of the contractual amount at the submission of Inception Report	1.3995
3	10% of the contractual amount at the submission of Final Protocols, SOPS, Guidelines and Manuals	1.3995
4	29.99% of the contractual amount at the submission of Final Project Report and Relevant Annexes	4.1971
TOTAL		13.996


SECTION OFFICER
Environment & Alternate Energy Deptt
Government of Sindh



Phone: 021-35070871

Fax: 021-35070872

NO.SO (E)V- 78/14
FOREST, ENVIRONMENT
& WILDLIFE DEPARTMENT
GOVERNMENT OF SINDH

Date: 03/06/2014

To,

The Chief Executive Officer
M/s FERHA

**Subject: INVITATION FOR CONTRACT AGREEMENT SIGNING IN RESPECT OF
ADP SCHEME NO.322 NAMEDLY "AWARENESS & PREPARATION OF
ACTION PLAN FOR IMPROVING HOSPITAL WASTE MANAGEMENT
IN PUBLIC SECTOR HOSPITALS IN SINDH PROVINCE"**

I am directed to refer the subject matter and convey that your firm has been shortlisted for the award of contract for the consultancy services against ADP Scheme No. 322, Namely "Awareness & Preparation of Action Plan for Improving Hospital Waste Management in Public Sector Hospitals in Sindh Province"

Therefore you are hereby invited to contact Project Manager/ Section Officer (G) at below mentioned office address for signing of contract as per SPPRA Rules 2010.

Project Manager / Section Officer (G)
Planning & Monitoring Cell (Environment Wing)
Forest, Environment and wildlife
Government of Sindh
Plot No. St-2/1, Section-23, Korangi Industrial Area, Shan Chowrangi, Karachi
Telephone No: (92-21)35070871 Fax No: (92-21)35070872
suhailkamal@outlook.com

SECTION OFFICER (G)
ENVIRONMENT DEPARTMENT
GOVERNMENT OF SINDH

Copy to:-

1. The P.S to Secretary, Forest, environment & wildlife Department.
2. The Director, SPPRA, Government of Sindh
3. Project Manager, Planning & Monitoring Cell Environment Department

5/6/14
Proprietor
Ferha
Consultants