



No. PD/MHUs/ 1 ( 2 )/2017-18

**Government of Sindh**

Mobile Healthcare Units (MHUs) Project  
House #.F-55/3, Block-8, Clifton, Karachi.  
\*\*\*\*\*

Karachi dated the 29/5/2018

✓ The Director (Admin & Finance),  
Sindh Public Procurement Regulatory Authority (SPPRA)  
Government of Sindh,  
Karachi.

Subject: **Hiring of Consultancy Services for MHUs Project (SPPRA Rule 50 Compliance)**

Ref: SPPRA Sr. No.34981.

I am directed to refer this office letter of even number dated 26.12.2017 on the subject noted above and to enclose contract Evaluation Form duly filled in and signed by the Competent Authority along-with copies of the following documents for information and uploading the same on SPPRA website as per Rule 50 of SPPRA.

1. Contract Evaluation Form
2. Copy of Contract Agreement.
3. Letter of Award / Work order
4. Copy of BER.
5. Copy of BoQ / ToR

Deputy Director

A copy is forwarded for information to the Secretary to Government of Sindh, Local Government Department, Karachi.

SPPRA INWARD DIARY

NO : 7473

DATED : 30-05-2018

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

### TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Mobile Healthcare Units (MHUs)
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial Government
- 3) TITLE OF CONTRACT Hiring of Consultancy Services
- 4) TENDER NUMBER PD/MHUs/1(2)/2017-18
- 5) BRIEF DESCRIPTION OF CONTRACT Consultancy Services for Procurement of MHUs Hospitals.
- 6) FORUM THAT APPROVED THE SCHEME PDWP / Consultant Selection Committee
- 7) TENDER ESTIMATED VALUE 21.000 million
- 8) ENGINEER'S ESTIMATE  
(For civil works only) -----
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 2017-18 & 2018-19
- 10) TENDER OPENED ON (DATE & TIME) 16-11-2017 at 03:00 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD 02 Two  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02 Two
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Two
- 14) BID EVALUATION REPORT  
(Enclose a copy) Copy enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s E.A. Consulting Pvt. Ltd. - AL-9 15th lane, DHA, KQC
- 16) CONTRACT AWARD PRICE Rs. 20,667,000/- @ Rs. 1.55% of Procurement cost
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE QCBS  YES
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:



19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	34981
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	The News dated 29-10-2017, Awami Awaz dated 29-10-2017 & Uammat 29-10-2017
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer

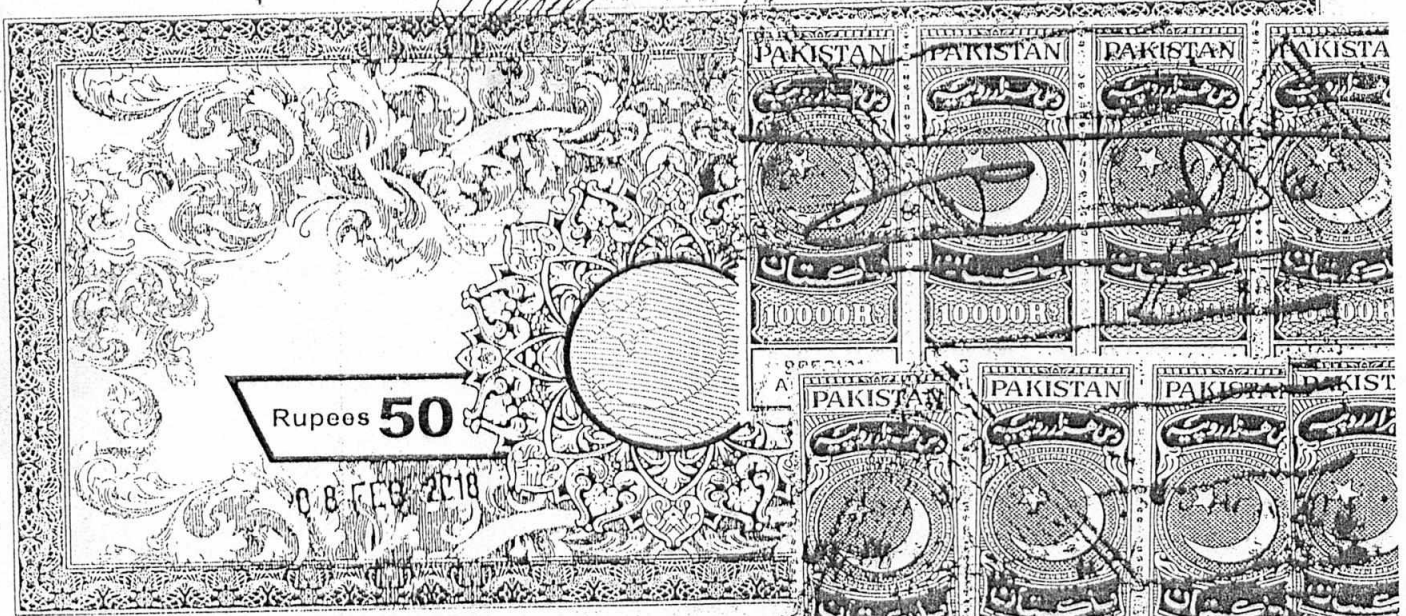


**Sardar Abdul Nabi Thaheem**  
Project Director MHU  
Local Government Department  
Government of Sindh, Karachi

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

CA No 70  
7300

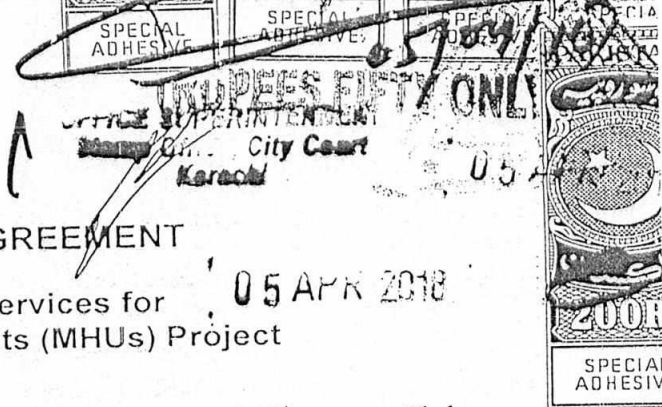


Rupees 50

08 FEB 2018

SAZAM ALAM STAMP VENDOR License No. 59  
G-7, Spanish Bumps, Phase-I, D.H.A. Karachi  
S. No. 6620 Date.....  
Issued To With.....  
Through With Address.....  
Purpose.....  
Value Rs..... Attached.....  
Stamp Vendor Signature.....  
NOT VALID FOR DIVORCE & FREE WILL

08 FEB 2018



### CONTRACT AGREEMENT

Consultancy Services for  
Mobile Healthcare Units (MHUs) Project

05 APR 2018

THIS CONTRACT (hereinafter called the "Contract") is made on the 16th day of Feb. 2018 by and between Government of Sindh, Special Initiative Department (hereinafter called the "Procuring Agency-PA"), having its principal place of business at House No. F-55/3, Block-8, Kehkashan, Scheme No. 5, Clifton, Karachi and M/s. EA Consulting (Pvt.) Ltd. (hereinafter called the "Consultant"), having their principal office located at AL-9, 15<sup>th</sup> lane, Khayaban-e-Hilal, Phase VII, DHA, Karachi.

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

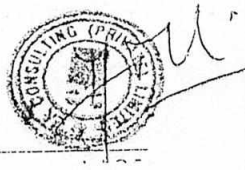
WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

(i) 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 as defined in articles 6 of TOR attached as Annex A, and the personnel listed in Annex B, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- (iii) The following documents attached hereto shall be deemed to form an integral part of this Contract.

- a) The General Conditions of Contract
- b) The Special Conditions of Contract



c) The following Annexures

- Annexure-A: TOR/Scope of Services
- Annexure-B: Consultancy fee for Design, verification and Supervision Phases
- Annexure-C: Activity Schedule
- Annexure-D: Project Staffing Schedule
- Annexure-E: Integrity Pact

(iv) Term

- (i) The Consultant shall perform the Services till completion of the task as per TOR or any additional task as per mutual agreement.
- (ii) The Agreement can also be extended as per mutual agreement.

(v) Payment

**A. Ceiling**

- (i) For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed **1.55% of the supply contract MHUs Units** (Not more than Rs. 1,330 Million/-).
- (ii) The above consultancy fee is based on the Mobile Healthcare Units approved in the RFP, any additional units would be charged at the same price.

**B. Payment Conditions**

Payment shall be made in Pak Rupees, not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 5, after verification.

(vi) Economic Price Adjustment

The contract is on task basis and with fixed price. Therefore, no inflation or variation in price will be adjusted.

(vii) Project Administration

**A. Coordinator**

The PA designates Sardar Abdul Nabi Thaheem, Project Director, MHUs Project / DDO 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 Consultant.

**B. 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.

(viii) 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 employee assigned under this Contract that the PA considers unsatisfactory.

(ix) 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.

(x) 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.



(xi) Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant 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.

(xii) Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof, without the PA's prior written consent.

(xiii) Law Governing Contract and Language

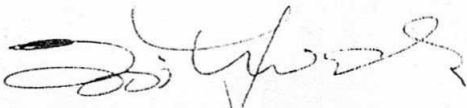
The Contract shall be governed by the laws of Islamic Republic of Pakistan and the Provincial Government and the language of the Contract shall be English.

(xiv) 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written

FOR AND BEHALF OF PA




Signed by: **Sardar Abdul Nabi Thaheem**  
Title: **Project Director**  
Special Initiative Department  
Government of Sindh

FOR AND BEHALF OF CONSULTANT



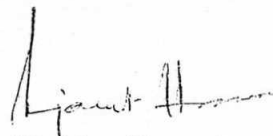
Signed by: **Farhat Adil**  
Title: **Director Operations**  
EA Consulting (Pvt.) Ltd.

Witness:



Name: **Ghulam Abbas Jhatial**  
Title: **Deputy Director,**  
Mobile Healthcare Units (MHUs)  
Special Initiative Department,  
Government of Sindh

Witness:



Name: **Wajahat Hussain**  
Title: **Project Manager**  
EA Consulting (Pvt.) Ltd.



## 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 Sindh Public Procurement Act, there-under Rules 2010 amended in 2013.
- (b) "Procuring Agency PA" 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 PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (o) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (p) "In writing" means communicated in written form with proof of receipt.

*[Handwritten signature]*





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 PA 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 PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

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 PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA 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 SPPR 2010 amended in 2013.

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 Annexure - F 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.
- d) Recommend to Government of Sindh to black list the Consultant.

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 1.9 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 both Parties and 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/completion of the project.

### 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.



## 2.6 Termination

### 2.6.1 By the PA

The PA 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 PA 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 PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA 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 PA, 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

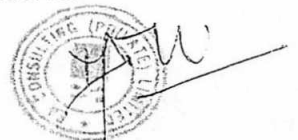
The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a. If the PA 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 overdue.
- c. If, as the result of Force Majeure, the Consultant is unable 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 result of arbitration pursuant to Clause GC 8 hereof.

### 2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA 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 (c) 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 dependents.



### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

##### 3.1.1 Standard of Performance

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 PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

##### 3.2 Conflict of Interests

The Consultant shall hold the PA'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.

##### 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 PA, 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 Consultant's Actions Requiring PA's Prior Approval

The Consultant shall obtain the PA'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 Annexure B, and
- (c) any other action that may be specified in the SC.



3.5 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in hereto, in the form, in the numbers and within the time periods set forth in the said Annexure.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Annexure.

3.6 Documents Prepared by the Consultant to be the Property of the PA

- (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 PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (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.

3.7 Accounting, Inspection and Auditing

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 PA and/or persons appointed by the PA 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 PA if requested by the PA. 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 PA'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 PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Annexure B. The Key Personnel and Sub-Consultants listed by title as well as by name in Annexure B are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PA 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.

If the PA 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 PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.



- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. OBLIGATIONS OF THE PA

### 5.1 Assistance and Exemptions

The PA 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 (a) or (b), as the case may be.

### 5.3 Services and Facilities

The PA shall make available free of charge to the Consultant the Services and Facilities listed under Annexure A.

## 6. PAYMENTS TO THE CONSULTANT

### 6.1 Security

The consultant has to submit bid security and the performance security at the rate mentioned in SC.

### 6.2 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 Annexure A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### 6.3 Contract Price

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

### 6.4 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 sum price is provided in Annexure B.

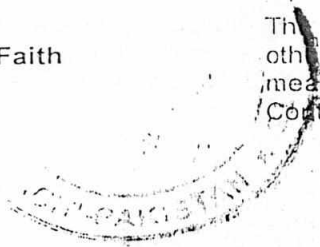
### 6.5 Terms and Conditions of Payment

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 shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Annexure \_\_\_ hereto, or in such other form, as the PA 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 PA 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.



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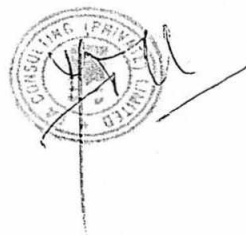
8. SETTLEMENT OF DISPUTES

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.



### III. Special Conditions of Contract

- Number of Amendments of, and supplement to, clauses in the general  
Clauses conditions of contract
- 1.1 Sindh Public Procurement Act and Sindh Public Procurement Rules  
2010 amended in 2013.
- 1.3 The language is English
- 1.4 **Procuring Agency:** **Special Initiative Department,**  
Government of Sindh,  
F-55/3, Block-8, Kehkashan,  
Scheme No.5, Clifton, Karachi.
- Attention: Project Director, MHUs Project  
Facsimile: 021-99332339, 35296400  
E-mail: [mdsbcproject@gmail.com](mailto:mdsbcproject@gmail.com)
- Consultant:** **EA Consulting Pvt. Ltd,**  
AL-9, 15<sup>th</sup> Lane, Khayaban-e-Hilal,  
Phase-VII, DHA, Karachi
- Attention: Farhat Adil  
Director Operations  
Facsimile: 021-35841821  
E-mail: [farhat.adil@eaworld.com](mailto:farhat.adil@eaworld.com)
- 1.6 The member in charge is Farhat Adil
- 1.7 The authorized representatives are:  
  
For the PA: Sardar Abdul Nabi Thaheem, Project Director  
  
For the consultant: Farhat Adil, Director Operations.
- 1.8 As per RFP / Annexure-E, Minutes of Negotiating Committee  
Meeting
- 2.2 The date of the commencement of Services shall be within seven  
(07) days of signing of the contract.
- 2.3 The completion of services shall be task base, as per Activity  
Schedule attached as Annexure - C.
- 3.7 (b) The Consultant shall not use these documents and software for  
purpose unrelated to this Contract without the prior written approval  
of the other Party.
- 6.1 Bid security submitted with Financial Proposal shall be returned  
back to the Consultants upon receipt of 5% performance security.
- 6.3 (i) For Services rendered pursuant to Annex A, the PA shall pay the  
Consultant an amount not to exceed **1.55% of the supply contract  
MHUs Units.**  
  
(ii) The above consultancy fee is based on the Mobile Units Mobile  
Healthcare Units approved in the RFP, any additional units would be  
charged at the same price.





6.5

The accounts for local currency:

SWIFT Address	UNILPKKA
Bank name	United Bank Limited
Branch ID	1620
Account	010-2391-9
Title	EA Consulting Pvt. Ltd.

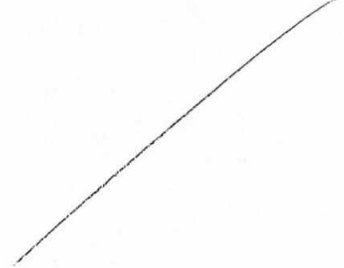
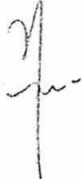
Payments shall be made according to the following schedule:

- (a) Twenty five (25%) percent on completion & submission of Tender Documents to PA.
- (b) Twenty (20%) percent amount shall be paid on award of procurement work to the supplier.
- (c) Thirty Five (35%) percent inland delivery of machinery and equipment on pro-rata basis.
- (d) Twenty (20%) percent of the Contract price shall be paid upon completion and handing over, testing and operation of the project.

8.2

Disputes shall be settled by complaint Redressal Committee define in SPPR 2010 or through arbitration Act of 1940 in accordance with the following provisions:

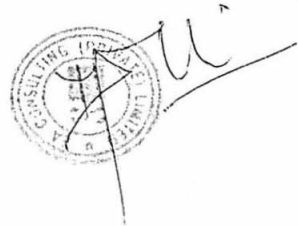
The Arbitration shall take place in Karachi.



# Annexure - A

TOR / Scope of services

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## Terms of Reference

### 3. Scope of Services

The Government of Sindh through Special Initiatives Department (Procurement Agency PA) intends to procure fully fitted Mobile Healthcare Units (MHUs) through import from abroad as such units are not available locally. The PA require consultancy services to plan and execute the procurement and import process and verify the imported equipment in conformity with the desired specifications, witness the testing/commissioning by the supplier and handing over.

#### 3.1 Pre-Award

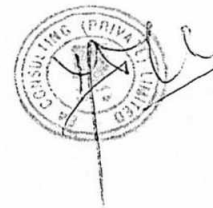
- Prepare of user brief, after discussion with specialists in field and marked survey.
- Preparation / Finalization of list of equipments to be installed in the units.
- Preparation / Finalization of generic specifications for each piece of equipment, make and origin.
- Preparation of list of suppliers with local support
- Preparation of evaluation criteria for short listing of suppliers
- Preparation of bidding documents for invitation of Bids
- Drafting of Notice Inviting Tenders
- Preparation of Project Completion Schedule
- Assistance during Bidding Process
- Preparation of replies to the queries raised by Bidders
- Assistance in the Pre-bid meeting
- Evaluation of Technical Bids
- Addressing Pre-bid queries raised by the participant bidders.
- Visit to supplier's local office and inspect the level of technical back up and maintenance facilities
- Finalization of Technical Evaluation
- Report and ranking of the short listed suppliers
- Advising the Client for opening of Financial Bids
- Evaluation of Financial Bids
- Clarification if any required from the bidders on the Financial Evaluation
- Technical responsiveness of the offered equipment with specifications.
- Preparation of revised documents including PC-I if required.

#### 3.2 Post-Award

- Assist in opening of L/C and procurement documentation
- Review and approval of Proforma Invoice
- Pre-shipment inspection of consignment
- Inspection on arrival at site
- Commissioning, testing and verification of the units
- Check the origin and make of machinery & equipments
- Ensure functional input of the units and equipments
- Tracking / Monitoring of import process

#### 3.3 Documentation Process

- Preparation of list of medicines, first aid items and other consumables
- Study and verification of O&M manuals
- List of O&M spare parts.
- Registration and Insurance of units / vehicles
- Study conditions of Warrantees / Guarantees
- Preparation of contract document / Agreement after selection of supplier



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3.4 Development of Operational Plan

- Preparation of routine operational working plan of the units in the division / district on the basis of shortage and need of health facilities

3.5 Preparation Tender Document (Contractors / Suppliers / Vendors)

Tender Documents shall comprise of the following:

- a. Volume-I
  - 1. Instructions to Bidders
  - 2. Conditions of Contract (Part-I) General Conditions
  - 3. Conditions of Contract (Part-II) Conditions of Particular Application
  - 4. Format and Appendices
- b. Volume-II  
General Specifications of Equipment's
- c. Volume-III  
Bill of Quantities

3.6 To physically verify and confirm the fabricated Mobile Hospitals along with all medical equipments as per agreement signed with the supplier.

4. Project Implementation Schedule

The procurement of machinery and equipment for the above mentioned contracts shall be completed within 6 months, after the agreement signed between PA and supplier.

5. Project Staffing Requirements

The Consultant is expected to provide the following personnel for the time periods for different assignments:

Project Management Team:

Sr. No.	Position	Nos.
1	Project Manager	1
2	Healthcare Advisor	1
3	Procurement Specialist	1
4	Bio Medical Engineer	1
5	Financial Expert	1

6. Project Deliverables

All reports documents prepared by the Consultants shall be professionally precise and objective. The report formats shall be finalized in consultation with the Employer. The consultants shall provide specified number of copies / sets of the following reports and / or documents to Employer (in hard as well as soft copies), which may be varied as per requirements:

- i. Procurement RFP for Suppliers..... 3 copies
- ii. Bid Evaluation Report..... 3 copies
- iii. Standard Design for Physical Facilities ..... 2 copies
- iv. Revised PC-1 Document if required ..... 10 copies
- v. Tender Documents (Condition of Contracts package. Specifications, Tender Drawings and Bill of Quantities)..... 5 copies
- vi. Engineer's Estimates..... 3 copies

Note: The electronic versions of all documents will be provided to Employer.



FACILITIES PROVIDED BY THE CLIENT AS PER # 1.4 OF DATASHEET

The Client will provide the following inputs and facilities:

- (i) The Administrative facilities in performing the services.
- (ii) Documents related to the project available in the Department / Authority.

7. Training

The Consultant will have to Provide and conduct Three Days (03) Training to the project staff nominated by PA, pertaining to operation and maintenance of equipment and MHUs vehicles at an appropriate place / venue.

*M/*  
*for*



## Annexure - B

Consultancy fee for Design, Verification  
and Supervision Phases



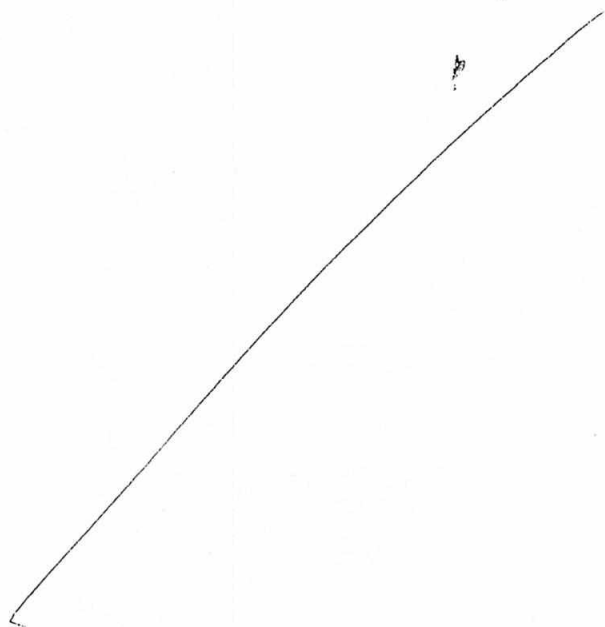
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A second handwritten signature in black ink, similar in style to the first one.

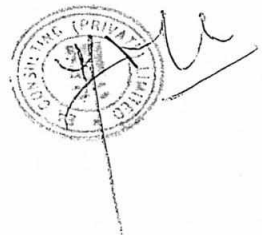


### Consultancy fee for Design, Verification and Supervision Phases

- (i) For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed **1.55% of the supply contract MHUs Units.**
- (ii) The above consultancy fee is based on the Mobile Healthcare Units approved in the RFP, any additional units would be charged at the same price.



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# Annexure - C

## Activity Schedule



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## Activity Schedule

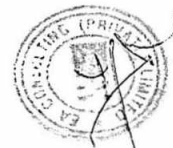
WORK PLAN

S. No.	TASK NAME	Month																							
		Month -01				Month -02				Month -03				Month -04				Month -05				Month -06			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	Finalization of Clients requirement																								
2	Preparation of list of equipment, supplies, medicines																								
3	Preparation of generic specifications of equipment																								
4	Preparation RFP and tender documents																								
5	Internal Design of units																								
6	Invitation of Bids																								
7	Bid evaluation, recommendation for award																								
8	Clarification of procurement procedure and L/C process																								
9	Inspection and delivery of units																								
10	Commissioning and handing over																								

/



/



/

Annexure - D  
Project Staffing Schedule



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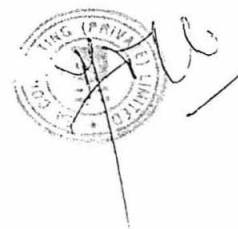


## Project Staffing Schedule

Consultant will deploy Proposed Key Staff as indicated in the TOR (attached as Annexure A) along with necessary sub-ordinate and support staff and will make sure of continued presence of Key Staff for the entire project duration premised / office located AL-9, 15<sup>th</sup> Lane, Khayaban-e-Hilal, Phase-VII, DHA, Karachi.

Sr. No.	Position	Nos.
1	Project Manager	1
2	Healthcare Advisor	1
3	Procurement Specialist	1
4	Bio Medical Engineer	1
5	Financial Expert	1

The details of these personnel will be furnished to P.A. after signing this agreement.

**Annexure - E**

**Integrity Pact**

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## Integrity Pact

(DECLARATION OF FEES, COMMISSIONS AND BROKERAGE CHARGES, ETC PAYABLE BY THE CONSULTANTS)

Contract Number: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: **Consultancy Services for Mobile Healthcare Units (MHUs) Project**

EA Consulting (Pvt.) Ltd. 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, EA Consulting (Pvt.) Ltd. 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 as consultation fee or otherwise, with the objective 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.

EA Consulting (Pvt.) Ltd. 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.

EA Consulting (Pvt.) Ltd. 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 foresaid 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, EA Consulting (Pvt.) Ltd. 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 EA Consulting (Pvt.) Ltd. 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.




**FARHAT ADIL**  
Director Operations  
EA Consulting (Pvt.) Ltd.



No. PD/MHUs/ 1 ( 2 )/2017-18

**Government of Sindh**  
Mobile Healthcare Units (MHUs) Project  
House #.F-55/3, Block-8, Clifton, Karachi.  
\*\*\*\*\*

Karachi dated the 14-02-2018.

M/s E.A Consulting Pvt. Ltd  
Al-9,6<sup>th</sup> Lane Phase-VII, Khayaban-e-Hilal  
D.H.A, Karachi,

Subject: - **Award of Contract for Consultancy Services for MHUs Project / Work Order.**

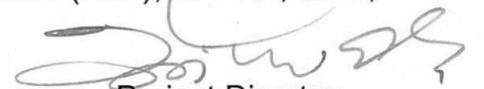
Ref: This office letter of even no dated 31.01.2018.

With reference to your Financial Bid No. EA/Budd/2794B/11-17 dated 15-11-2017, offered against consultancy services for the procurement of 07 Mobile Health Units (14 Hospitals) on the recommendations of the Consultants Selection Committee, this office accepts year Bid i.e. 1.55% amounting to Rs. 20.667 million PKR of total project cost.

You are therefore advice to go ahead for signing of contract agreement as per SPPRA rules, 2010 amended in 2013.

**Sardar Abdul Nabi Thaheem**  
Project Director

✓ A copy is forwarded for information to the Director (A&F), SPPRA, GOS, with request to kindly upload the same.

  
Project Director



### BID EVALUATION REPORT

1. Name of Procuring Agency: Mobile Healthcare Units (MHUs) Project, Special Initiative Department.
2. Tender Reference No: PD/MHUs/1(02)/2017-17
3. Tender Description/Name of work/item: Hiring of Consultancy Services.
4. Method of Procurement: Quality & Cost Based Selection (QCBS) Method
5. Tender Published: SPPRA Sr. No.34981 , daily The News dt. 29.10.2017, daily Awami Awaz dt; 29.10.2017 & daily Ummat dt. 29.10.2017.
6. Total Bid documents sold: Two (02)
7. Total Bid Received: Two (02)
8. Technical Bid Opening date: 16.11.2017
9. No. of Bid technically qualified One (1)
10. Bid (s) Rejected: One (1)
11. Financial Bid Opening date: 12.12.2017

#### 12. Bid Evaluation Report:

Sr. No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
	M/s E.A Consulting Pvt. Ltd, Karachi.	Rs. 1.55% of total cost of procurement ( Rs. 20.667 million)	1 <sup>st</sup>	Rs. 21.000 million	Single Bid and within budget provision	

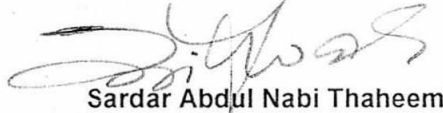
Approved by Consultant Selection Committee

  
**Farid Ahmed Junejo**  
Member (CSC) /  
Additional Secretary  
Special Initiative Deptt:

  
**M. Ibrahim Memon**  
Member (CSC) /  
Deputy Secretary  
Health Department

  
**Bushra Aini Dars**  
Member (CSC)  
Assistant Chief  
P & D Department

  
**Altaf Sario**  
Member (CSC)  
Deputy Secretary  
Finance Department

  
**Sardar Abdul Nabi Thaheem**  
Chairman (CSC) / Project Director  
Mobile Healthcare Units (MHUs) Project  
Special Initiative Department

## Terms of Reference

### 3. Scope of Services

The Government of Sindh through Special Initiatives Department (Procurement Agency PA) intends to procure fully fitted Mobile Healthcare Units (MHUs) through import from abroad as such units are not available locally. The PA require consultancy services to plan and execute the procurement and import process and verify the imported equipment in conformity with the desired specifications, witness the testing/commissioning by the supplier and handing over.

#### 3.1 Pre-Award

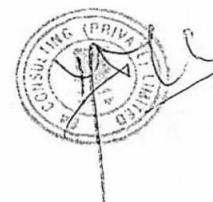
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*[Handwritten Signature]*



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2. Conditions of Contract (Part-I) General Conditions
3. Conditions of Contract (Part-II) Conditions of Particular Application
4. Format and Appendices

b. Volume-II

General Specifications of Equipment's

c. Volume-III

Bill of Quantities

- 3.6 To physically verify and confirm the fabricated Mobile Hospitals along with all medical equipments as per agreement signed with the supplier.

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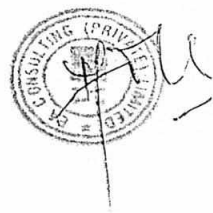
Sr. No.	Position	Nos.
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2	Healthcare Advisor	1
3	Procurement Specialist	1
4	Bio Medical Engineer	1
5	Financial Expert	1

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Note: The electronic versions of all documents will be provided to Employer.



FACILITIES PROVIDED BY THE CLIENT AS PER # 1.4 OF DATASHEET

The Client will provide the following inputs and facilities:

- (i) The Administrative facilities in performing the services.
- (ii) Documents related to the project available in the Department / Authority.

7. Training

The Consultant will have to Provide and conduct Three Days (03) Training to the project staff nominated by PA, pertaining to operation and maintenance of equipment and MHUs vehicles at an appropriate place / venue.

