

**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. Enhanced HIV/AIDS Control Program
- 2) PROVINCIAL / LOCAL GOVT. / OTHER Provincial Government
- 3) TITLE OF CONTRACT Procurement of Services for Social Mobilization Campaign
- 4) TENDER NUMBER PMEACPS/838/40 dated 06th Nov 2017
- 5) BRIEF DESCRIPTION OF CONTRACT Single Stage – Two Envelope Procedure/ SPP Rule 46 (2)
- 6) FORUM THAT APPROVED THE SCHEME Planning & Development Department, Government of Sindh
- 7) TENDER ESTIMATED VALUE Rs.72,552,000
- 8) ENGINEER'S ESTIMATE NA  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) June 30, 2020
- 10) TENDER OPENED ON (DATE & TIME) December 18, 2017 at 3.30 pm
- 11) NUMBER OF TENDER DOCUMENTS SOLD 11  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT Copy enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S Connect Marketing Communication Karachi
- 16) CONTRACT AWARD PRICE Rs. 70,948,900
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 01  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE  Yes  National
- 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	SPPRA ID No. 2147483647 Dated:07/11/2-17
No	

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

Yes	Dawn, Jang, Umat, Awami Awaz, Dated:07/11/2-17
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 checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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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**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. Enhanced HIV/AIDS Control Program
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial Government
- 3) TITLE OF CONTRACT Services for Capacity Building of Health Care Providers
- 4) TENDER NUMBER PMEACPS/838/40 dated 06th Nov 2017
- 5) BRIEF DESCRIPTION OF CONTRACT Single Stage – Two Envelope Procedure/ SPP Rule 46 (2)
- 6) FORUM THAT APPROVED THE SCHEME Planning & Development Department, Government of Sindh
- 7) TENDER ESTIMATED VALUE Rs. 11,633,000
- 8) ENGINEER'S ESTIMATE NA  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) June 30, 2020
- 10) TENDER OPENED ON (DATE & TIME) December 18, 2017 at 3.30 pm
- 11) NUMBER OF TENDER DOCUMENTS SOLD 11  
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- 12) NUMBER OF BIDS RECEIVED 06
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 06
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(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S Connect Marketing Communication Karachi
- 16) CONTRACT AWARD PRICE Rs. 11,074,000
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).

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- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE  Yes  Domestic/Local
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20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

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Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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(If yes, enclose a copy)

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THE TIME OF OPENING OF BIDS?

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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"/>
-----	-------------------------------------	----	--------------------------

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	Yes . Date was extended due to issuance of corrigendum.
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 checked="" type="checkbox"/>	No	<input 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 *M. Y. Ali*  
Authorized Officer *14/2/2018*  
Provincial Program Manager  
Enhanced HIV/AIDS Control Program  
Health Department Govt. of Sindh

**FOR OFFICE USE ONLY**

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



**ENHANCED HIV/AIDS CONTROL PROGRAM  
HEALTH DEPARTMENT, GOVERNMENT OF SINDH**



PMEACPS/1843/47

Date: 08/01/2018

To,

*The Chief Executive Officer  
M/s. Connect Marketing Communication (Pvt.) Ltd*

**SUBJECT: AWARD OF CONTRACT.**

It is to inform you that your bid / proposal for “Social Mobilization Campaign” received in response to IFB No: **SPPRA ID No. 2147483647** – Tender **PMEACPS/838/40** dated **06<sup>th</sup> Nov 2017** has been accepted for the below given package by the competent authority.

You are therefore advised to visit the office of undersigned to sign the contract for delivery of services as specified in the bidding document.

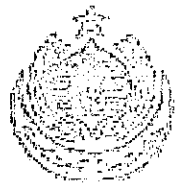
Description/Specification/Package	Unit	QTY	Unit Price	Total Price
Communication	01	01	Rs. 28.921 Million	Rs. 28.921 Million
Social Mobilization	01	01	Rs. 42.028 Million	Rs. 42.028 Million
<b>Total</b>	01	02	<b>Rs. 70.949 Million</b>	<b>Rs. 70.949 Million</b>

- |                                  |   |
|----------------------------------|---|
| 01. Condition of contract:       | As per bidding document and SPPRA Rules 2010 amended as up-to-date.   |
| 02. Delivery/Services Period:    | From February 09, 2018 to June 30, 2020   |
| 03. Name & Address of Consignee: | <i>M/s. Connect Marketing Communication (Pvt.) Ltd<br/>Plot No. 18-C/1, Khayaban-e-Nishat<br/>DHA Phase 6, Karachi - Pakistan</i> |
| 04. Inspection Authority:        | Enhanced HIV/AIDS Control Program   |
| 05. Payment:                     | As per bidding document and annexure contract agreement   |

You are advised to please furnish the performance security at the rate of 5% of the value of above contract amount within 06 days of the issuance of this award, failing which award will be cancelled at your risk and cost. By acceptance of the award, the contract is concluded between you and purchaser.



ENHANCED HIV/AIDS CONTROL PROGRAM  
HEALTH DEPARTMENT, GOVERNMENT OF SINDH



PNEACPS/1843/47

Date: 08/02/2018

The contract agreement will be drafted upon stamp duty paper valuing 0.35% of the value of total contract amount, the cost of which will be borne by you as per article 22-A (Contract) of the schedule of stamp Act 1899.

Please acknowledge the receipt of the award.

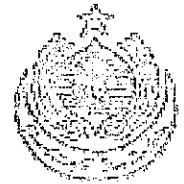
*K.Y.*  
*Mi*  
8/2/2018  
**Dr. Muhammad Younis Chachar**  
Provincial Program Manager

**A copy is forwarded for information to:**

1. The Secretary, Health Department, Government of Sindh, Karachi.
2. The Accounts Officer Enhanced HIV/AIDS Control Program Sindh Karachi.
3. All members of Procurement Committee.



ENHANCED HIV/AIDS CONTROL PROGRAM  
HEALTH DEPARTMENT, GOVERNMENT OF SINDH



PMEACPS/1848/52

Date: 08/02/2018

To,

*The Chief Executive Officer  
M/s. Connect Marketing Communication (Pvt.) Ltd*

**SUBJECT: AWARD OF CONTRACT.**

It is to inform you that your bid / proposal for “Capacity Building of Health Care Providers in Sindh” received in response to IFB No: **SPPRA ID No. 2147483647** – Tender **PMEACPS/838/40 dated 06<sup>th</sup> Nov 2017** has been accepted for the below given package by the competent authority.

You are therefore advised to visit the office of undersigned to sign the contract for delivery of services as specified in the bidding document.

Description/Specification/Package	Unit	QTY	Unit Price	Total Price
Capacity Building of Health Care Providers	01	01	Rs. 11.074 Million	Rs. 11.074 Million
<b>Total</b>	<b>01</b>	<b>01</b>	<b>Rs. 11.074 Million</b>	<b>Rs. 11.074 Million</b>

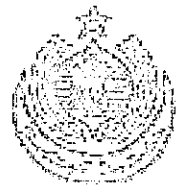
01. Condition of contract: As per bidding document and SPPRA Rules 2010 amended as up-to-date.
02. Delivery/Services Period: From February 09, 2018 to June 30, 2020
03. Name & Address of Consignee: *M/s. Connect Marketing Communication (Pvt.) Ltd  
Plot No. 18-C/1, Khayaban-e-Nishat  
DHA Phase 6, Karachi - Pakistan*
04. Inspection Authority: Enhanced HIV/AIDS Control Program
05. Payment: As per bidding document and annexure contract agreement

You are advised to please furnish the performance security at the rate of 5% of the value of above contract amount within 06 days of the issuance of this award, failing which award will be cancelled at your risk and cost. By acceptance of the award, the contract is concluded between you and purchaser.





ENHANCED HIV/AIDS CONTROL PROGRAM  
HEALTH DEPARTMENT, GOVERNMENT OF SINDH



PNEACPS/1843/52

Date: 08/02/2018

The contract agreement will be drafted upon stamp duty paper valuing 0.35% of the value of total contract amount, the cost of which will be borne by you as per article 22-A (Contract) of the schedule of stamp Act 1899.

Please acknowledge the receipt of the award.

*M. Y. Chachar*  
8/2/2018  
Dr. Muhammad Younis Chachar  
Provincial Program Manager

**A copy is forwarded for information to:**

1. The Secretary, Health Department, Government of Sindh, Karachi.
2. The Accounts Officer Enhanced HIV/AIDS Control Program Sindh Karachi.
3. All members of Procurement Committee.



**Enhanced HIV/AIDS Control Program  
Health Department, Government of Sindh**

*Contract Agreement.*

Procurement NIT No.  
PMEACPS/838/40 Dated 06th Nov 2017

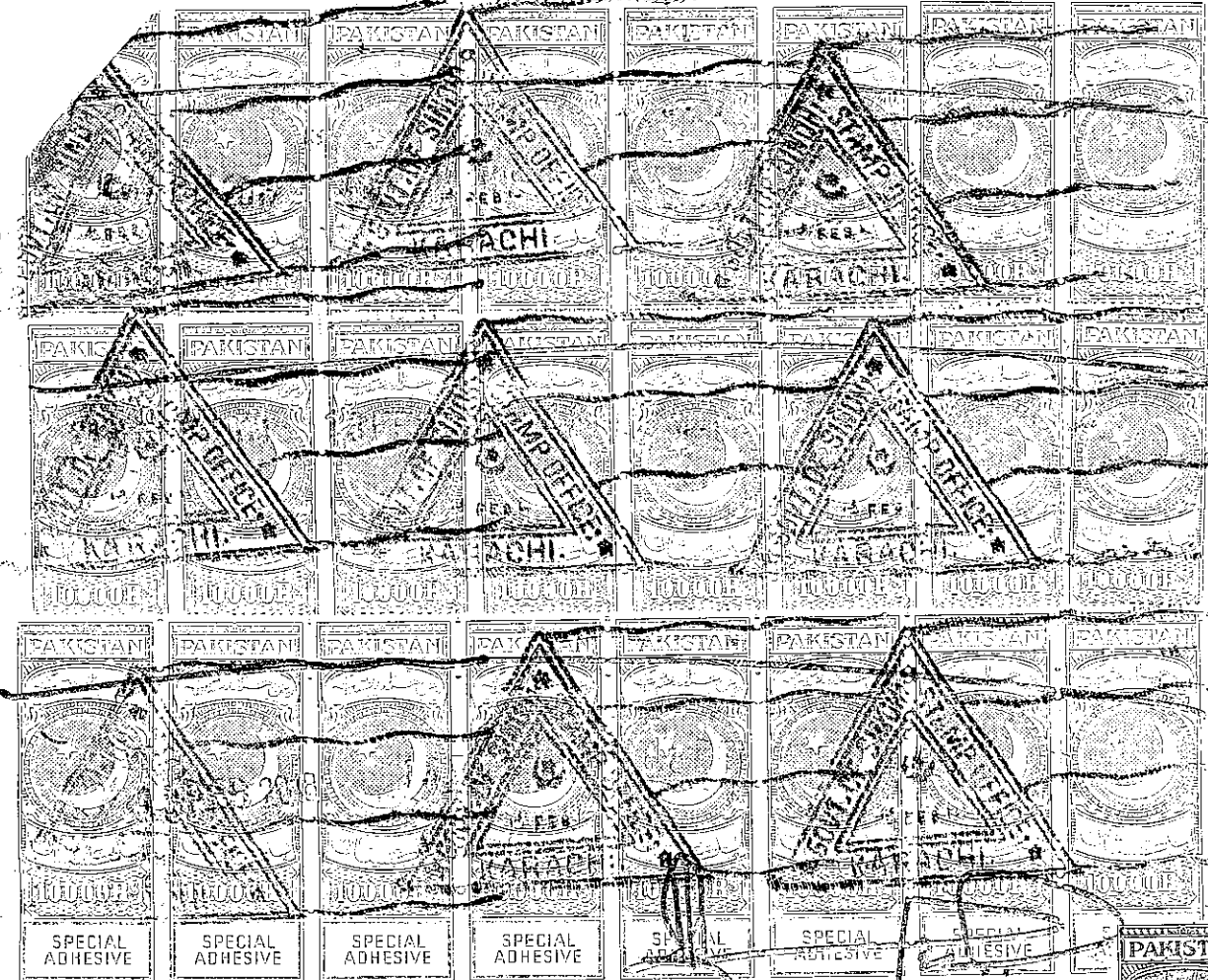
February 9, 2018

**Social Mobilization Campaign**

**Establishment of Call Center, Development of IEC Material,  
Outreach Program and Branding of campaign**

B-248351 ch. 34  
13-2-18

CONTRACT FOR CONSULTANCY SERVICES Social Mobilization Campaign



CONTRACT

13-2-18

THIS CONTRACT ("Social Mobilization Campaign") is entered into this [February 09 2018], by and between "Enhanced HIV/AIDS Control Program, Health Department, Government of Sindh" the Procuring Agency, having its principal place of business at Barrack No. 12, Sindh Secretariat, 4-A Sadda: Karachi and "Connect Marketing Communication (Pvt.) Ltd (CMC) the Consultant, having its principal office located at Plot No. 18-C/1, Khayaban-e-Nishat, DHA Phase 6, Karachi - Pakistan.

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 hereto agree as follows:

The Following attached hereto shall be deemed to form an integral part of this contract:

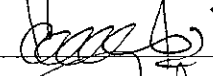
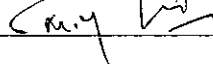
- a. General Conditions of Contract.
- b. Special Conditions of the Contract.
- c. Technical Proposal
- d. Financial Proposal

1. Services:

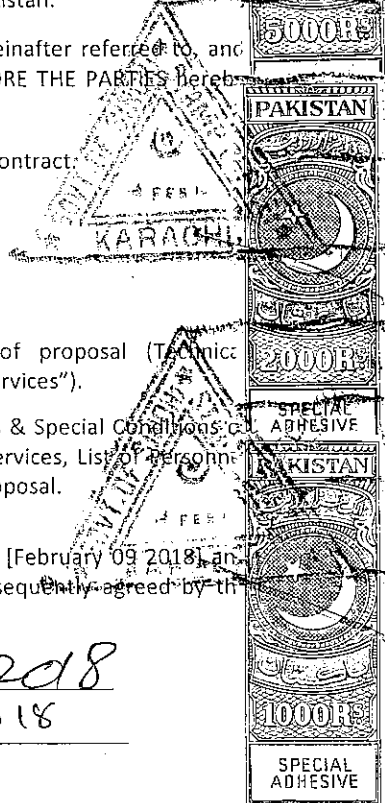
- 1.1. The Consultant shall perform the services specified in Copy of proposal (Technical Specifications)," which is made an integral part of this Contract ("the Services").
- 1.2. The Consultant shall provide the reports listed in "General Conditions & Special Conditions of the Contract" within the time periods listed and "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services as listed in Financial Proposal.

2. Term:

The Consultant shall perform the Services during the period commencing [February 09 2018] and continuing through [June 30, 2020] or any other period as may be subsequently agreed by the parties in writing.

Signed for CMC   
Signed for SACP 

Date: 14-2-2018  
Date: 14-2-2018



3. Payment:

3.1. Ceiling: For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed Rs. 70.949 million except as per Para 5. 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.

3.2. Payment Conditions: Payment shall be made in [PKR], no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated by PA as mentioned at Para 5.

3.3. The mode of Payment will be Quarterly. The payment will be made on production of invoice in first week of each quarter.

3.4. The firm/organization conferred contract will be provided 10% mobilization amount of the total contract price after submission of inception report within 10 days of signing the contract.

3.5. The amount of 10% mobilization amount will be adjusted equally in quarterly payments.

a) The consultant shall be liable to pay all the Government taxes including stamp duty. The consultant shall be bound for the audit procedures, as per Sindh Government rules.

b) The consultant shall provide bank guarantee equal to 5% of total contracted amount and same shall be released on satisfactory completion of the assignment.

Economic Price Adjustment:

In order to adjust the remuneration for inflation, a price adjustment provision has been included as the contract has duration of more than 18 months and the inflation is expected to exceed 5% 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:

5.1.1. "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

5.1.2. Remuneration pursuant to the rates set forth in Financial Proposal shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13]th calendar month after the date of the Contract) by applying the formula:  $R_1 = R_0 (1 + I)^n$

where  $R_1$  is the adjusted remuneration,  $R_0$  is the remuneration payable on the basis of the rates set forth in Financial proposal for payable remuneration,  $I$  is the official rate of inflation for the first month for which the adjustment is to have effect and,  $n$  is the official rate of inflation for the month of the date of the Contract."

6. Project Administration:

6.1.1. Coordinator: The PA designates Dr. Aftab Ahmed, M&E Officer] 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.

6.1.2. 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.

6.1.3. 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.

7. 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.

Signed for CMC

Date:

14-2-2018

Signed for SACP

Date:

14-2-2018



Stamp: OFFICE, City Court Karachi.

13 FEB 2018

Large, dark, irregular scribble or stamp, possibly containing illegible text or a signature.

**8. 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.

**9. Ownership of Material:**

Any studies, reports or other documents/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.

**10. Consultant:**

The Consultant agrees that, during the term of this Contract and after its Not to be termination, the Consultants and any entity affiliated with the Consultant, shall Engaged in be disqualified from providing goods, works or services (other than the Certain Services or any continuation thereof) for any project resulting from or closely Activities related to the Services.

**11. Insurance:**

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.

**12. Assignment:**

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

**13. 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.

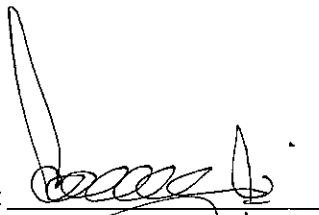
**14. Dispute:**

Any dispute arising out of this Contract, which cannot be amicably settled Resolution between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

**15. Audit :**

Audit should be conducted from reputable chartered accountant firms at end of each Fiscal Year.

Signed for CMC



Date: 14-2-2018

Signed for SACP



Date: 14-2-2018

Monitoring :

Payment will be released on the recommendation of the monitoring committee. Schedule of payment will be the part of Contract.

- 17. According to SPPRA Contract form (Sr. No. 37) as for proper safeguard provided on Mobilization Advance payment in the contract (Bank Guarantee etc.) which will be extendable/renewable till completion of contract against balance amount every year.

FOR THE PROCURING AGENCY

FOR THE CONSULTANT

Signed by [Signature]

Signed by [Signature]

Dr. Muhammad Younis Chachar

Syed Abdul Qadir Shah

Title: Provincial Program Manager

Title: Chief Executive Officer

CNIC: 42000-4464155-3

CNIC: 42501 5874163-3

Stamp: Provincial Program Manager, Enhanced HIV/AIDS Control Program, Health Department (Govt of Sindh)

Stamp

Witness: [Signature]  
#14121226

Signed by: [Signature]

Name: Dr. Afzal Ahmad

Name: M. ADEEL NASIR

Designation: Provincial Office

Designation: ACCOUNT DIRECTOR

CNIC: 42101-6268670-9

CNIC: 42201-7773065-9

Signed for CMC [Signature]

Date: 14-2-2018

Signed for SACP [Signature]

Date: 14-2-2018



**Enhanced HIV/AIDS Control Program  
Health Department, Government of Sindh**

*Contract Agreement.*

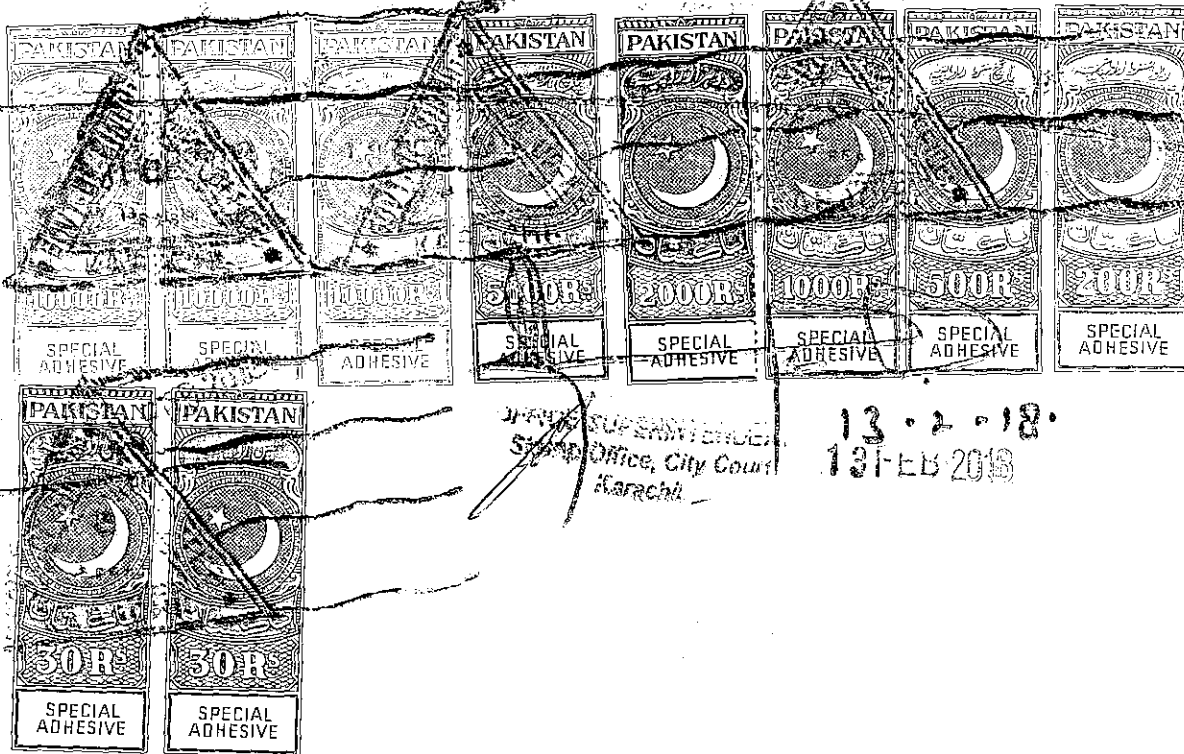
Procurement NIT No. PMEACPS/838/40  
Dated 6th Nov 2017

February 9, 2018

**Capacity Building of Health  
Care Providers**

In all districts of Sindh

Rs 38700/- ch. 94  
13.2.18



### CONTRACT

THIS CONTRACT ("Capacity Building of Health Care Providers in all Districts of Sindh") is entered into this [February 09 2018], by and between "Enhanced HIV/AIDS Control Program, Health Department, Government of Sindh" the Procuring Agency, having its principal place of business at Barrack No. 12, Sindh Secretariat, 4-A Saddar Karachi and "Connect Marketing Communication (Pvt.) Ltd (CMC) the Consultant, applied in Consortia having its principal office located at Plot No. 18-C/1, Khayaban-e-Nishat, DHA Phase 6, Karachi – Pakistan.

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:

The Following attached hereto shall be deemed to form an integral part of this contract.

- a. General Conditions of Contract.
- b. Special Conditions of the Contract.
- c. Technical Proposal
- d. Financial Proposal

**1. Services:**

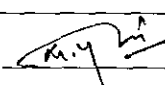
- 1.1. The Consultant shall perform the services specified in Copy of proposal (Technical Specifications)," which is made an integral part of this Contract ("the Services").
- 1.2. The Consultant shall provide the reports listed in "General Conditions & Special Conditions of the Contract" within the time periods listed and "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services as listed in Financial Proposal.

**2. Term:**

The Consultant shall perform the Services during the period commencing [February 09 2018] and

Signed for CMC \_\_\_\_\_

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

Signed for SACP  \_\_\_\_\_

Date: 14-2-2018



continuing through [June 30, 2020] or any other period as may be subsequently agreed by the parties in writing.

**3. Payment:**

- 3.1. Ceiling: For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed Rs. 11.074 million except as per Para 5. 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.
- 3.2. Payment Conditions: Payment shall be made in [PKR], no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated by PA as mentioned at Para 5.
- 3.3. The mode of Payment will be Quarterly. The payment will be made on production of invoice in first week of each quarter.
- 3.4. The firm/organization conferred contract will be provided 10% mobilization amount of the total contract price after submission of inception report within 10 days of signing the contract.
- 3.5. The amount of 10% mobilization amount will be adjusted equally in quarterly payments.

**4. Taxes**

- a) The consultant shall be liable to pay all the Government taxes including stamp duty. The consultant shall be bound for the audit procedures, as per Sindh Government rules.
- b) The consultant shall provide bank guarantee equal to 5% of total contracted amount and same shall be released on satisfactory completion of the assignment.

**5. Economic Price Adjustment:**

In order to adjust the remuneration for inflation, a price adjustment provision has been included as the contract has duration of more than 18 months and the inflation is expected to exceed 5% 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:

- 5.1.1. "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:
- 5.1.2. Remuneration pursuant to the rates set forth in Financial Proposal shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13]th calendar month after the date of the Contract) by applying the formula:  $RI \div RIo \times Ilo$
- 5.1.3. where RI is the adjusted remuneration, RIo is the remuneration payable on the basis of the rates set forth in Financial Proposal 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."

**6. Project Administration:**

- 6.1.1. Coordinator: The PA designates Dr. Aftab Ahmed, M&E Officer] 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.
- 6.1.2. 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.
- 6.1.3. 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.

Signed for CMC \_\_\_\_\_

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

Signed for SACP \_\_\_\_\_

Date: 14-2-2018

**8. 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.

**9. Ownership of Material:**

Any studies, reports or other documents/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.

**10. Consultant:**

The Consultant agrees that, during the term of this Contract and after its Not to be termination, the Consultants and any entity affiliated with the Consultant, shall Engaged in be disqualified from providing goods, works or services (other than the Certain Services or any continuation thereof) for any project resulting from or closely Activities related to the Services.

**11. Insurance:**

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.

**12. Assignment:**

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

**13. 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.

**14. Dispute:**

Any dispute arising out of this Contract, which cannot be amicably settled Resolution between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

**15. Audit :**

Audit should be conducted from reputable chartered accountant firms at end of each Fiscal Year.

Signed for CMC  Date: 14-2-2018  
Signed for SACP  Date: 14-2-2018  
Provincial Program Manager  
Enhanced HIV/AIDS Control Program  
Health Department Govt. of Sindh

16. Monitoring :

Payment will be released on the recommendation of the monitoring committee. Schedule of payment will be the part of Contract.

17. According to SPPRA Contract form (Sr. No. 37) as for proper safeguard provided on Mobilization Advance payment in the contract (Bank Guarantee etc.) which will be extendable/renewable till completion of contract against balance amount every year.

FOR THE PROCURING AGENCY

Signed by 

Dr. Muhammad Younis Chachar

Title: Provincial Program Manager

CNIC: 42000-4464155-3

Stamp Provincial Program Manager  
Enhanced TB Control Program  
Health Department Govt. of Sindh

Witness

Signed by:

Name: Dr. Afzal Ahmad

Designation: Procurement Officer

CNIC: 42101-6268870-9

FOR THE CONSULTANT

Signed by 

Syed Abdul Qadir Shah

Title: Chief Executive Officer

CNIC: 42501-5874163-3

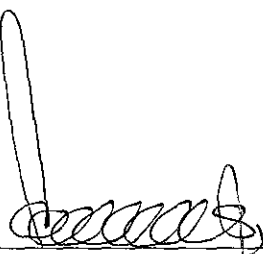
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Signed by:

Name: M. ADEEL NASIR

Designation: ACCOUNT DIRECTOR

CNIC: 42202-773065-9

Signed for CMC  Date: 14-2-2018

Signed for SACP  Date: 14-2-2018