### CONTRACT AGREEMENT FOR ENGINEERING CONSULTANCY SERVICES

#### **BETWEEN**

SINDH GOVERNMENT, CHANDKA MEDICAL COLLEGE (CMC) HOSPITAL LARKANA,



AND

#### **CONSULTANTS**

M/S. NEXUS CONSULTING & ESS.I.AAR

FOR THE COSULTANCY SERVICES FOR

"MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL

MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE &

REPAIR WORK AT SINDH GOVERNMENT,

CHANDKA MEDICAL COLLEGE (CMC) HOSPITAL LARKANA"



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CMC Hospital | SZW Hospital

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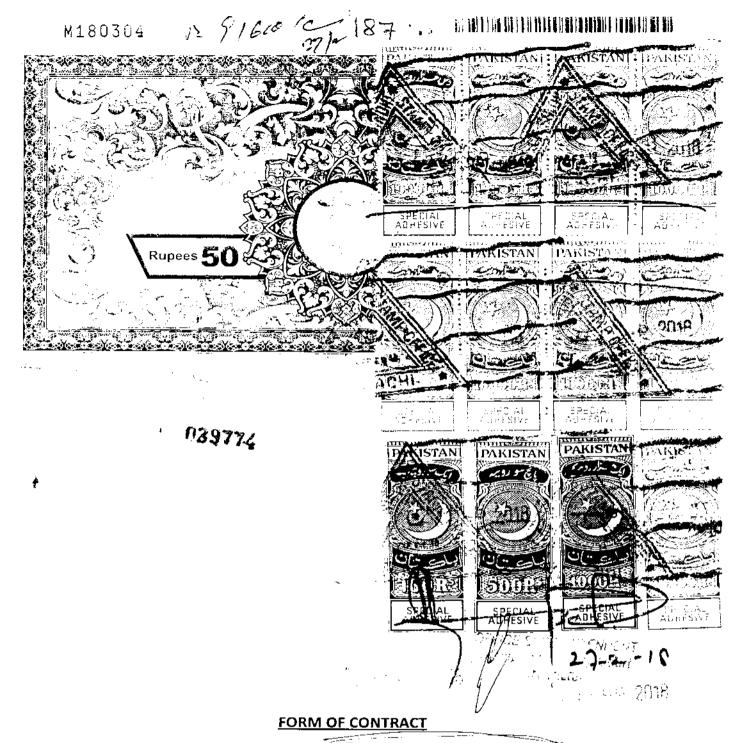
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(hereinafter called the "Contract") is made the 2 day of the month of 02 2018, between, on the one hand, Medical Superintendent- CMC Hospital Larkana, Government of Sindh, (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assignees) and, on the other hand, a consortium firm being the entity which will be solely liable to the Client for all the Consultants' obligations under this Contract, namely:

M/s. Nexus Consulting and ESS-I-AAR Office Address Office A-202, Second Floor, Blossom Trade Center, Opposite Ned University, Block No.1, Gulistane-E- Jauhar, Karachi.

(Hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assignees).

#### WHEREAS

(a) The Client has requested the Consultants to provide certain consulting services as defined in the Proposal Documents and Appendices attached to this Contract (hereinafter called the "Services"); and

### CONTRACT AGREEMENT FOR ENGINEERING CONSULTANCY SERVICES

#### BETWEEN



### SINDH GOVERNMENT, CHANDKA MEDICAL COLLEGE (CMC) HOSPITAL LARKANA

#### AND

#### **CONSULTANTS**

M/S. NEXUS CONSULTING AND ESS-I-AAR

### FOR CONSULTANCY SERVICES FOR THE

"MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE & REPAIR WORK AT CHANDKA MEDICAL COLLEGE (CMC) HOSPITAL LARKANA"



(b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

#### NOW THEREFORE the Parties hereby agree as follows:

- The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The Proposal documents (Request for Proposal);
  - (b) Letter of Acceptance no: No./MS/\_\_\_
  - (c) The General Conditions of Contract;
  - (d) The Special Conditions of Contract;
  - (e) The following appendices:

Appendix A - Details of Consultancy Assignments

## Appendix A-1 — "MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE & REPAIR WORK AT CMC HOSPITAL LARKANA, GOVERNMENT OF SINDH"

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- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract in particular:
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

Medical Superintendent
Medical Superintendent
Medical Superintendent
LARKANO

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts each of which shall be deemed as the original, as of the day, month and year first above written.

> MEDICAL SUPERINT SHOENT CMC HOSPITAL LARKANA SHAHEED BENAZIRABD GOVERNMENT OF SINDH

| Witness:  | ζ,        |
|-----------|-----------|
| Signature | Signature |
| Name      | Name      |
| Title     | Title     |

For and on behalf of the Consultant

M/s. NEXUS CONSULTING & ESS.I.AAR

Signature:

Name: Engr. Muhammad Khalid

Title: Project Manager

Witness:

Signature: Warm Manager.

Title: Title: PROJECT ENGINEER

Signature:

Name:

Title:



# SECTION-II GENERAL CONDITIONS OF CONTRACT



#### II. GENERAL CONDITIONS OF CONTRACT

#### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time Sindh Public Procurement Act and Sindh Public Procurement Rules 2010;
- (b) "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;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1:
- (e) "GC" mean these General Conditions of Contract;
- (f) "Government" means the Government of the Sindh;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- "Member" in case the Consultants consist of a consortium of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the PA or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- S.C"SPECIAL CONDITIONS" means the Special Conditions of Contract by which the General Conditions are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- "Sub consultant" means any entity to which the Consultants subcontract any part of the Services
  in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in Special Conditions for which engineering consultancy services are desired.
- (q) "Applicable Law" means the Sindh Public Procurement Act, there under Rules 2010.
- (r) Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.

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(s) "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

#### 1.2 Law Governing the 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 has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

#### 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause Special Conditions 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

#### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

#### 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the Special Conditions.

#### 1.7 Taxes and Duties

Unless specified in the Special Conditions, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

#### 1.8 Leader of Consortium

In case the Consultants consist of a consortium of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the Special Conditions to act as leader of the consortium, for the purpose of receiving instructions from the Client.

Medical Superintendent
Medical Superintendent
CMC Hospital | 52W Hospital
CMC Hospital | 52W Hospital



#### 2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

#### 2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the Special Conditions have been met.

#### 2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the Special Conditions, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

#### 2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the Special Conditions.

#### 2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the Special Conditions, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the Special Conditions.

#### 2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties with the approval of Secretary Education.

#### 2.6 Extension of Time for Completion

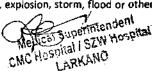
If the scope or duration of the Services is increased:

- (a) The Consultants shall inform the Client of the circumstances and probable effects;
- (b) The increase shall be regarded as Additional Services; and
- (c) The Client shall extend the time for Completion of the Services accordingly.

#### 2.7 Force Majeure

#### 2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions,





strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 2.7.2 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 in writing not later than fifteen (15) days following the occurrence of such an event.

#### 2.7.3 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.

#### 2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract

#### 2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

#### 2.9 Termination

#### 2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debt or take advantage of any law for the benefit of debt or take advantage or voluntary;

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- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

#### 2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (b) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (c) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

#### 2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

#### 2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination; the respective remunerations shall be proportioned.

#### 2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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#### 3. OBLIGATIONS OF THE CONSULTANTS

#### 3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or third parties.

#### 3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants 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 Consultants 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 remuneration.

#### 3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

#### 3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the construction of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions during the construction of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for construction phase in accordance with the terms of the Contract.

The liability of the Consultants expires after three (3) years from the stipulated date of completion of construction.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing

the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the construction phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

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#### 3.5 Other Insurance to be Taken out by the Consultants

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

#### 3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the Special Conditions.

#### 3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

#### 3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the Special Conditions.

#### 3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

#### 3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

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#### 4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

#### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

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

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and
   (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

#### 4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix - C are deemed to be approved by the Client. In respect of other key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data, which would be subject to the approval of the client.

#### 4.4 Working Hours, Leave, Overtime, etc.

Working Hours for Key Personnel are set forth in Appendix - C hereto.

Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Consultants at site, if any shall be preceded by the Client informed in writing.

#### 4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel, if, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client, (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be applied to the committed action of the committed serious misconduct or has been charged with having committed a criminal action; or (iii) has reasonable cause to be applied to the committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be applied to the committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be applied to the committed serious misconduct or has been charged with having committed a criminal action; or (iii) has reasonable cause to be applied to the committed action of the committed serious misconduct or has been charged with having committed action; or (iii) has reasonable cause to be applied to the committed action of the com

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dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable of the Personnel replaced.





#### 5. OBLIGATIONS OF THE CLIENT

#### 5.1 Assistance, Coordination and Approvals

#### 5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the Special Conditions;
- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the Special Conditions.

#### 5.1.2 Co-ordination

The Client shall:

- (a) Co-ordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the Special Conditions.
- (b) Co-ordinate with any other consultants employed by him.

#### 5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the Special Conditions, whenever these are applied for by the Consultants.

#### 5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

#### 5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts research in Sub-Clause 6.2 (a) or (b), as the case may be.

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#### 5.4 Services and Facilities

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

#### 5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

#### 5.6 Counterpart Personnel

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client with the Consultants' advice, as shall be specified in such Appendix F, Counter Part Personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately and work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1 (c) hereof.

#### 6. PAYMENTS TO THE CONSULTANTS

#### 6.1 Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall include all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the Special Conditions. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

#### 6.2 Contract Price

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the Special Conditions, and local currency payment shall be made in Pakistani Rupees.
- (b) The Special Conditions shall specify the breakup of remuneration to be paid, respectively, in foreign and in local currencies.

#### 6.3 Terms and Conditions of Payment

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Payment will be made to the account of the Consultants and according to the payment schedule stated in the Special Conditions. Payments shall be made after the conditions listed in the Special Conditions for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

#### 6.4 Period of Payment

- (a) Payment to the Consultants shall be affected within the period specified in the Special Conditions, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

#### 6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, no financing charges shall be paid to the Consultants for each day of delay at the rate specified in the Special Conditions.

#### 6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) Any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

#### 6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

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#### 7. SETTLEMENT OF DISPUTES

#### 7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which 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 of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there under and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

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#### 8. INTEGRITY PACT

- 8.1 If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
  - (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
  - (b) terminate the Contract; and
  - (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

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## SECTION – III SPECIAL CONDITIONS OF CONTRACT



#### HI. SPECIAL CONDITIONS OF CONTRACT

Amendments and Supplements to, Clauses in the General Conditions (GC) of Contract.

#### 1.1 Definitions

"Project" means "MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE & REPAIR WORK AT CMC HOSPITAL LARKANA, GOVERNMENT OF SINDH"

Add the following paragraph:

"The Consultant" means the consultancy firm/company engaged by the Client for the project management of the project.

#### 1.2 Applicable Law

Sindh Public Procurement Act and Sindh Public Procurement Rules-2010.

1.3 All taxes shall be paid by the consultants as per applicable laws.

#### 1.4 Notices

In fourth line insert "Courier", after registered mail. In fifth line, after Clause Special Conditions 1.6, add, "provided that email or facsimile shall be sufficient only if confirmed by delivery in person or registered mail or courier".

#### 1.6 Authorized Representatives

The Authorised Representatives are the following:

#### For the Client/PA:

Procuring Agency

MEDICAL SUPERINTENDENT

Government of Sindh, CMC HOSPITAL LARKANA

#### For the Consultants:

Engr. Muhammad Khalid

Project Manager

M/S. NEXUS CONSULTING & ESS.I.AAR

Office A-202, Second Floor, Blossom Trade Center,

Opposite NED University, Block No.1, Gulistan-e- Jauhar, Karachi

Mobile: 0301-2163075 Telephone: 021-34177576 Email: esmkhalid@hotmail.com



#### 1.7 Taxes

All Taxes prevalent on the date of signing of this Contract are included in the Consultants Remuneration. If any additional tax is imposed on the consultants after submission of bid then that tax will be first added and then deducted from consultant's bill. The income tax shall not be deducted by the Client at the time of payment against consultancy remuneration, if the Consultant provide Income Tax exemption certificate.

In the event that there is a reduction in the Sales Tax percentage by the Board of Revenue the surplus amount available shall be added to the contract amount.

#### 1.8 Lead Consultants of the Consortium

Not Applicable

#### 2.3 Commencement of Services

The commencement date of consultancy services will be within seven (07) days after the date of signing of Contract Agreement.

The consultant shall place the staff for various assignment described in the Term of Reference and any other task assigned by the Medical Superintendent of CMC Hospital, Nawabshah after receipt of commencement orders.

#### 2.4 Expiration of Contract

The period of completion of Services as per Appendix-A-3 shall be for 02 years initially (FY 2017/18 & FY 2018/19) and further extended for 03 years i.e (FY 2019/20, FY 2020/21 and FY 2021/22) for the said services subject to the availability of funds, performance of the consultant with the approval of concern authority or more till the next procurement initiated by the Hospital Management. The firm is required to stick to the work plan submitted and provide all the project management and details. The total length of Contract is 05 years after the signing of agreement and further extended on mutual concern with both the parties. Further extension of contract upto the 05 years is incremental of 10% of remuneration, however extension after 05 years means after FY 2021/22 if needed the remuneration will be revised with mutual concern otherwise 10% remuneration increment will be applied for the further extended period also.

"Completion of Services" means completion of each assignment given by client.

#### 2.4.1 Schedule of Services

Schedule of Services as per Appendix-A shall be as detailed in Appendix-A-1, A-2, A-3 & A4

- a) MASTER PLANNING, Up-gradation Of Existing Planning and identification of new projects-Fee will be paid on preparation of PC-1.
- b) Detailed Engineering Design, Tender Document and Procurement Services for Proposed New Building Works and for Renovation, Repair and Extension of existing buildings, Renovation and Repair of the Existing Buildings including Electrical and Mechanical Design and External Development:
- c) Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services and its procurement documents.
- d) Construction Supervision of New Civil, Electrical and Mechanical Works and supervision of Maintenance and Repair Works including Bills verification
- e) Detailed Supervision of Environmental Services / Sanitation and Janitorial Services including bills verification
- f) Yearly staffing for Maintenance & Repair work as highlighted in the RFP
- g) Preparation Of Tender Documents for any additional services

Medical Superintendent CMC Hospital / SZY/ Hospital LARKANO KARACH)

#### 2.5 Modification

All changes in work proposed by the consultants shall be submitted for approval to Medical Superintendent of CMC HOSPITAL NAWABSHAH, , before commencing such work under this contract. Such submittals shall be in writing and substantiated by drawings and all other data including test reports if required. Changes proposed by the consultants will be allowed only after receipt of approval from the Medical Superintendent in the form of a variation order.

Work required by Medical Superintendent, to be done by the consultants and involving charges and variations from the original work shall be made a formal part of the contract agreement by means of variation order. Each variation order shall be approved by the Medical Superintendent, and accepted by the consultants after which it shall become an integral part of the contract document and shall include adequate identification of the contract, brief description of the changes, statement of price change if any, extension of completion time if any and all attachment needed to fully explain the nature of the variation and not involving cumulative change in the total contract price.

#### 2.6 Period and Extent of Contract

a) The Contract is initially for a period of (24) Twelve calendar months and shall be renewed for each further (36) Twelve calendar months with the mutual understanding of both the parties and till the next procurement of services by the Client. The contract may be renewed on mutual understanding for further calendar months.

#### 3.5 Insurance to be taken out by the Consultants

The clause is deleted in its entirety.

#### 3.6 Consultants' Actions Requiring Client's Prior Approval

- (a) The Consultants shall submit to the Client's to the following for the approval:
  - i) Drawings, Engineering Estimates
  - ii) Tender Documents
  - iii) Fortnightly /monthly progress report on site specific / Development works
  - iv) Environmental Management Report

#### 3.8 Documents Prepared by the Consultants to be the Property of the Client

Add the following:

"The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party."

#### 5.1.1 Assistance

- (a) The Client shall make available immediately after issuance of letter of Award, all existing data, information, studies and reports available with Client and other inputs to assist the Consultant in obtaining permits needed to satisfactorily carry out the services and make available relevant project data and reports.
- (b) The client also provides access to the Consultant on Site and provides support to carry out any physical survey for planning, designing and execution of works at site.

#### 5.1.2 Coordination

(a) The consultant shall co-ordinate with Medical Superintendent and key staff of Various Department of CMC HOSPITAL NAWABSHAH, , for all the assignments specified in this contract.

5.3 Changes In the Applicable Law

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The Sub-Clause is deleted in its entirety.

#### 5.4 Services and Facilities

As per Appendix F.

#### 6.2 Contract Price

The total remuneration for Consultancy Services shall be in local currency of Pakistan is Rs. 26,159,500/(Rupees Twenty Six Million One Hundred Fifty Nine Thousand and Five Hundred Rupees) inclusive of income and Sales tax. Any increase in consultancy services remuneration shall be added as per requirement of work required by Medical Superintendent CMC HOSPITAL LARKANA,

#### 6.3 Terms and Conditions of Payment

Payments shall be made according to the following schedule:

#### i- For Detailed Works As per Appendix A-2

- (a) MASTER PLANNING, Up-gradation Of Existing Planning and identification of new projects- Fee will be paid on preparation of PC-1.
- (b) Detailed Engineering Design, Tender Document and Procurement Services for Proposed New Building Works and for Renovation, Repair and Extension of existing buildings, Renovation and Repair of the Existing Buildings including Electrical and Mechanical Design and External Development.
- (c) Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services and its procurement documents.
- (d) Construction Supervision of New Civil, Electrical and Mechanical Works and supervision of Maintenance and Repair Works including Bills verification
- (e) Detailed Supervision of Environmental Services/Sanitation and Janitorial Services including bills verification
- (f) Yearly staffing for Maintenance & Repair work as highlighted in the RFP
- (g) Preparation Of Tender Documents for any additional services

#### b) Additional Services

Any Technical Work related to Civil, Electrical, Mechanical, Bio Medical, HVAC, Selection of New Technology, Selection of Dietary / Canteen Services / Procurement Services, Oxygen Supply, any other instrumentation and Hospital Management related services or any other services or requirement arises for technical input for the consultants.

All cheques shall be issued under the title of account M/s. NEXUS CONSULTING

#### 6.4 Period of Payment

- a) The time period for first payment shall be reasonable from the date of issuance of letter of award.
- All other payments shall be made to the Consultants after receiving of invoice.

#### 7.2 Dispute Consultants

Venue of arbitration shall be Karachi and the courts located in Karachi shall have jurisdiction in the matter. lacksquare

Add the following Sub-Clauses

7.3 Sub-Consultants

Medical Superintendent

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The consultants may appoint sub consultants in accordance with clause 77 of SPPRA Rules 2010 after obtaining approval of Medical Superintendent SINDH GOVERNMENT, CMC HOSPITAL LARKANA, GOVERNMENT OF SINDH.

Before entering into any sub contract for consultancy services the consultants shall submit names and address of such consultants to the client for approval. The consultants will remain fully responsible for all works called for under this contract whether or not the said work is sub contracted. The consultants shall fully inform their sub-consultants of the terms and scope of this contract and shall make available to them all Contract Documents affecting their work. MEDICAL SUPERINTENDENT SINDH GOVERNMENT, CMC HOSPITAL LARKANA, , will not communicate directly with any sub consultant nor make any direct payment to sub-consultants. All communications will be between client and the consultant.

All operations necessary for execution of consultancy work and other works are to be carried out so as not to interface unnecessarily or improperly with the public convenience e.g. use and occupation of public or private road and footpaths and/or properties whether in possession of the client or other persons, and the consultants shall save harmless and indemnify MEDICAL SUPERINTENDENT, SINDH GOVERNMENT, CMC HOSPITAL LARKANA, , in respect of all claims, actions or suits arising out of or in relation to any such matters.

#### 7.4 Work Schedule

The consultant shall prepare for MEDICAL SUPERINTENDENT SINDH GOVERNMENT, CMC HOSPITAL LARKANA, , approval of a work schedule / plan including detailed information in narrative form and with bar diagram as applicable to contract for inclusion in the contract agreement. The work plan shall indicate date providing detailed design/drawings, tender documents and start and finish of each activity for various development works, preparation of report etc.

#### 7.5 Progress Report

The consultant shall submit fortnightly/monthly progress reports on site specific development works.

#### 7.6 Work Review Meeting.

Work review meetings will be held from time to time during the currency of the work. Officials of the consultant and Medical Superintendent will attend the meeting. The representative of the consultants shall always be available to present the work for review. The orders and instruction given in the meetings shall be fully complied with and the same incorporated in the work.

#### 7.7 Staff Assigned to the Consultants

 The Consultants shall coordinate with SINDH GOVERNMENT, CMC HOSPITAL LARKANA, staff to achieve the desired work.

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## SECTION – IV DESCRIPTION OF THE SERVICES



#### **DESCRIPTION OF THE SERVICES**

## MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE & REPAIR WORK AT CMC HOSPITAL LARKANA"

#### DETAILED SCOPE OF SERVICES REQUIRED FROM THE CONSULTANT

The terms of reference are detailed hereunder:

- Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services.
- ii. MASTER PLANNING, Detailed Engineering Design including New Building, Renovation, Repair and Extension of existing buildings, Renovation and Repair of the old Building with special care to its Architecture excluding the works already given to already engaged consultants
- iii. Detailed Electrical and Mechanical Design of Proposed New and Existing buildings system up-gradation
- Iv. Detailed Engineering Design of External Development (Water Supply, Sewerage, Drainage, Electrification etc)
- v. Procurement Services for the procurement of Goods and Services where required
- vi. Construction Supervision of New Civil, Electrical and Mechanical Works and supervision of Maintenance and Repair Works including Bills verification
- vii. Detailed Supervision of Environmental Services and other services contracts where required
- viii. Day to day Maintenance & Repair of CMC Hospital LARKANA
- ix. Any other related Allied Engineering services
- 1.0 Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services.
  - i. Prepare an Environmental Management Plan for CMC Hospital LARKANA, including use of Renewable Energy options, Solid Waste Management Plan, Hospital /Infectious Waste Management Plan, Efficient use of Domestic Water, Supply of safe drinking water to patients, attendants and staff. Improvement of Indoor Environment of Wards, Canteen, Cafeteria and related Infrastructure.
  - Prepare and Implement a comprehensive plan for day to day Sanitation Services of entire Hospital including the Janitorial Services, Laundry, Cleaning, and related services,
  - iii. Prepare and Implement a comprehensive plan for the Collection, Storage, Treatment and Transportation of generated Municipal and Infectious Waste from CMC Hospital ŁARKANA in compliance of Hospital Waste Management Rules, 2014 of Environmental Protection Agency.
  - Special Plan for uplifting the existing Kitchen and Cafeteria Services and improvement of its infrastructure and indoor environment.
  - v. Prepare and Implement Horticulture Plan for CMC Hospital LARKANA.

2.0 Master Planning, Detailed Engineering Design including New Building, Renovation, Repair and Extension of existing buildings with special care to the old Architecture; Detailed Electrical and Mechanical Design of Proposed New and Existing buildings system up-gradation and Detailed Engineering Design of External Development (Water Supply, Sewerage, Drainage, Electrification etc)

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- Collect the existing Master Plan and see how the Master Plan can be improved by making horizontal and vertical connections among departments. All upcoming projects will be in line with the revised Master Plans.
- ii. Conduct the coordination meeting with Client and work out the methodology to perform the Civil and Electrical Works requirement for Proposed New and Existing Building Works includes the Maintenance and Repair works as per the yearly funds available. All the Works identified will be bifurcated into New Works means complete new infrastructure and Renovation and Repair Works for the improvement of Existing infrastructure
- iii. Prepare As-built drawings were not available and prepare the cost estimates of the proposed Renovation / Rehabilitation and Extension Civil and Electrical Works of existing infrastructure.
- Prepare Drawings, Design, and Rough Cost Estimates for new Civil, Electrical & Mechanical Works.
- v. Perform Energy/Electrical Audit of Entire LARKANA Hospital, Map the underperformed and non-functional system and prepare plans for its Improvement. On the basis of Plans prepare costs estimates and tender documents for the improvement of required infrastructure.
- vi. Perform survey of existing Water Supply system, and prepare its improvement plan. Prepare design, cost estimates and tender document for the improvement of water supply system of entire Hospital.
- vii. Perform survey of existing Toilets and Sewerage system and prepare its improvement plan. Prepare design, cost estimates and tender document for the improvement of sewerage system of entire Civil Hospital.
- viii. Perform survey of existing storm water drains and prepare its improvement plan. Prepare design, cost estimates and tender document for the improvement of storm water system of entire Civil Hospital.

#### 2.0 Procurement and Contract Management Services.

- Procurement of Goods, Medical Equipment preparation of tender documents, including specifications and services contract where required
- ii. Procurement for the Hiring of Janitorial/Cleaning, Solid Waste Management, Infectious Waste Management and related services including the monitoring of the contract.
- iii. Procurement of Lifts and its services contract.
- iv. Procurement of any other Goods, Management and Services contracts like Cafeteria, Canteen, Kitchen, Supplies of Gases, Medicine, Laundry Services and other allied related works.

#### 3.0 Selection of Material

- Material Selection is most Important for the smooth functioning of Hospital, special
  attention shall be given for the selection of material for the rehabilitation of Old
  Architecture Building, Existing Buildings and New Proposed Infrastructure.
- ii. Selection of Finishing Material like Tiles, Door Material, Paints, Façade Items, Plumbing and Electrical goods shall select based on the durability and maintenance free.

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- Special material selection attention shall be given for the rehabilitation of infrastructure like roof treatment for stopping leakages etc
- iv. Assist Hospital Management for the Selection of Lifts, HVAC, Mechanical Equipment, Electrical Goods, Medical Equipment, Laundry Equipment, and allied services.
- v. Assist in the procurement of Janitorial material, Waste Collection Bins, Waste Treatment Equipment and related gadgets for the improvement of Waste Collection System.

#### 4.0 Detailed Construction Supervision

#### The Consultant is required to:

- Provide detail construction supervision as per approved drawings and specifications and as per the plan (including Gantt chart), the consultant firm will perform the role of Engineer's and provide all required services accordingly.
- ii. Implied the standard procedures to ensure the quality of construction (which includes testing of materials and works at defined stages, vigorously perform field inspections and take timely actions as needed as per the site conditions). The cost required for any testing like soil testing, material quality, water quality and any other will be borne by the contractors.
- iii. Provide' Construction Supervision Protocol' (involving SOPs for implementation which may include service standards for decisions/responses from Client, contractor and consultant, construction quality and Implementation of Environmental Management Plan which includes day to day Sanitation Services, Plans for improvement of Water Supply, Sewerage and Drainage, Alternate Energy Projects etc
- iv. The construction supervision firm will perform the following tasks but not limited to:
  - a. Certify that the construction work and the material brought at site by the contractor for use is in accordance with the approved specifications and is being tested as per standard practices.
  - b. Monitor systematically the progress of work according to the construction methodology and schedule of work as per contract agreement, certifying allocation of resources by the contractor, suggesting any changes and recommendations to improve such practices at site and to avoid any delay in progress as forecast; the supervision consultancy firm will also provide to client the weekly, fortnightly, monthly, quarterly and yearly physical progress along with sketches/pictures update in all respects.
  - c. The consultancy firm will need to ensure that all necessary and required tests will performed by the contractor and consultant will ascertain all test reports as per the quality standards for construction work.
  - d. Provide construction supervision (through qualified and well experienced engineers and supervisors/inspectors) for all the civil, electrical and plumbing works and water and sewerage pipelines, Environmental Services at LARKANA Hospital and certify the work in conformance to approved drawings and specifications at different work stages and deliverables as per the requirement to ensure the quality. The team of professionals required by the client for execution of required Detailed Engineering Design, Environmental Management and construction supervision services provided in the Term of Reference Section.

e. The firm will perform effective Project Management and contract management including the procurement services for Goods, Services and others required by the

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LARKANA Hospital and would be responsible to manage each contract with contractor independently and take necessary actions on time as per the contract.

- f. Coordinate effectively with CLIENT and Contractors to make any changes in the drawings, design as per site specific changes without going into any conflicts among the parties. There should be no delay on this account.
- g. Certify (under firm's seal) running payments of the contractors (on the basis of work done in compliance with drawings and specifications and other stipulations, considering all required documentations needs as per the conditions of contract for Civil, Electrical, Mechanical and allied Engineering Works.
- h. Consultant would be responsible to record and verify the measurements of each running bill on Measurement Book (MB's), signed by all concerned personnel.
- Certify (under firm's seal) running payments of the Sanitation/Janitorial contractors (on the basis of work done in compliance with specifications and consumable items consumed at site. Monitor day to day cleaning services and check indoor Environment of Wards, Canteen, Blood Bank, Cafeteria, ICU, CCU, OTs and other related Hospital Infrastructure and their Waste Management Services through Environmental Engineers / Sanitation Supervisors.
- Make recommendations/alternatives corrective measures for removal of construction supervision related problems and avoid project delays.
- k. Prepare variation/deviations where required, develop AS-BU!LT drawings before handing over the scheme.
- Any other allied matter pertaining to supervision would be addressed by the consultant.
- v. The Construction team of consultant will includes the following professionals
  - 1. Project Manager (1 NO, ME/BE Civil Engineering with 10 years of relevant experience),
  - 2. Urban Planner (1 NO, ME/BE Civil Engineering with 10 years of relevant experience)
  - 3. Environmental Engineer (01 NO), (Masters in Environmental Engineering, BE Civil Engineering with 05 years of relevant experience)
  - Waste Management Expert (01 NOs), PHD in Environmental Engineering with 10
    years of relevant experience and in case Masters in Environmental Engineering with
    atleast 15 Years of Waste Management Experience),
  - 5. Structure Engineer (01 NO, Master in Structure Engineering, BE Civil Engineering with 05 years of relevant experience),
  - 6. Procurement & Contract Engineer (01 NO), (MBA/ MS Construction Management and BE Civil Engineering with 10 years of relevant experience)
  - Electrical Engineer (01 NO), ( BE Electrical Engineering with 15 years of relevant experience)
  - 8. Engineers (RE's (01 NOs), BE Civil Engineering with 07 years of relevant experience),

Separate Maintenance and Repair Team shall be deployed other then the team highlighted above. The following Maintenance and Repair team shall be deployed at LARKANA CMC Hospital on Monthly Maintenance works on yearly basis.

- Maintenance Engineer (BE Civil-Maintenance & Repair Work with 05 years of similar experience)
- Associate Engineer (Maintenance & Repair Work with 02 years of similar experience)-Civil Engineer
- Associate Engineer (Maintenance & Repair Work with 02 years of similar experience) Electrical Engineer
- iv. Associate Engineer (Environmental Works with 02 years of similar experience)

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#### 2 Maintenance of all project data/documents.

- i. The consultant will be required to maintain all project data/information during the tenure of the assignment and prepare all required reports (both periodic and on demand) in both soft and hard copies and provide it to the client during the tenure of the contract, and shall also handover all data/documents (hard/soft copies) to the client on completion of the assignment. The consultant will also be bound not to share any project data/report/information to any unauthorized person.
  - Construction Supervision control, reporting and monitoring will be performed for both capital and revenue component by the firm on a prescribed format agreed with the client.

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### SECTION – V APPENDICES



# **APPENDIX-A1**

# **DETAILS OF CONSULTANCY ASSIGNMENTS**

# **DETAILS OF CONSULTANCY ASSIGNMENT**

# MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE & REPAIR WORK AT CMC HOSPITAL LARKANA APPENDIX-A1

# FORM FIN-2. SUMMARY OF COSTS

Table 01: Financial Details

| MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL<br>MANAGEMENT & ALLIED SERVICES ONCLUDING MAINTENANCE<br>& REPAIR WORKS AT CMC HOSPITAL LARKANA   | Estimated<br>Cost in<br>Million as<br>per RFP | % Quote | Total Fee<br>(PKR Millions) |
|--|---|---------|-----------------------------|
| MASTER PLANNING, Up-gradation Of Existing Planning<br>and identification of new projects- Fee will be paid on<br>preparation of PC-1.  | 200   | 3.5%    | 7 .                         |
| II. Detailed Engineering Design, Tender Document and Procurement Services for Proposed New Building Works and for Renovation, Repair and Extension of existing buildings, Renovation and Repair of the Existing Buildings including Electrical and Mechanical Design and External Development. | 110   | 3.5%    | 3.85                        |
| Ill. Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Hortlculture and Sanitation Services and its procurement documents.   | 50  | 1%      | 0.5                         |
| IV. Construction Supervision of New Civil, Electrical and<br>Mechanical Works and supervision of Maintenance and Repair<br>Works including Bills verification  | 110   | 5%      | 5.5                         |
| V. Detailed Supervision of Environmental Services/Sanitation and Janitorial Services including bills verification  | 50  | 5%      | 2.5                         |
| VI. Yearly staffing for Maintenance & Repair work as highlighted<br>in the RFP (SEE TABLE BELOW TO CALCULATE THE FINANCTIAL BID<br>OF THIS PARTICULAR SERVICES   |   |         | 3                           |
| VII. Preparation Of Tender Documents for any additional services   | 80  | 1.0%    | 0.8                         |
| TOTAL (INCLUSIVE OF INCOME TAX)  | 600   |         | 23.15                       |
| TOTAL (INCLUSIVE OF INCOME & SALES TAX 13%)  |   |         | 26.1595                     |

Total Cost of Consultancy is Pak Rupees Twenty Six Million One Hundred Fifty Nine Thousands Five Hundred Only inclusive of Income and Sales Tax

Note: This proposal is made as per the requirement given in the RFP

- The design fee will be given on %age lump sum basis.
- The supervision fee in %age for civil work, Electrical, Mechanical & allied works shall be divided in 06 equal months and shall be paid on monthly basis.
- The fee for the Janitorial/ Sanitation Services will also be paid on monthly basis
- Procurement Services fee will be given on %age lump sum basis

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Table: 02-Staff for carrying out Annual Maintenance & Repair Works only other then Resident Supervision

| S-No | Staff Position   | NOs            | Remuneration per Month | Remuneration per year |
|------|--|----------------|------------------------|-----------------------|
| 1    | Maintenance Engineer (BE Civil-Maintenance & Repair Work)          | 01             | 85,000/-               | 1,020,000/-           |
| 2    | Associate Engineer (Maintenance & Repair Work) Civil Engineer      | 01             | 55,000/-               | 660,000/-             |
| 3    | Associate Engineer (Maintenance & Repair Work) Electrical Engineer | 01             | \$5,000/-              | 660,000/-             |
| 4    | Associate Engineer (Environmental Works)                           | 01             | 55,000/-               | 660,000/-             |
|      | TOTAL inclusive of income Tax Only                                 |                | 250,000/-              | 3,000,000/-           |
|      | Total In Rs. Million   | <del>_</del> . |                        | 3.00                  |

# NOTE:

- (I) Payment/financial proposals provided in Table 1 is on percentage basis. However Item # 06 of Table 1 and its separate table, Table # 2, about the staff position of only day to day (Maintenance & Repair) Works shall be paid on monthly basis (12 months/year)
- (II) Our Financial Proposal shall be revised (10% increment) each year for extended per

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# PAYMENT SCHEDULE

| ASSIGMENT  | MODE OF PAYMENT                             |
|--|---|
| I. MASTER PLANNING, Up-gradation Of Existing Planning and Identification of new projects- Fee will be paid on preparation of PC-1.   | 3.5% (On submission of Documents)           |
| II. Detailed Engineering Design, Tender Document and Procurement Services for Proposed New Building Works and for Renovation, Repair and Extension of existing buildings, Renovation and Repair of the Existing Buildings including Electrical and Mechanical Design and External Development. | 3.5% (On submission of Documents)           |
| III. Preparation of Environmental Management Plan<br>for Cleaning/Janitorial Services, Waste Management<br>and Disposal, Horticulture and Sanitation Services and<br>its procurement documents.  | 1% (On submission of Documents)             |
| IV. Construction Supervision of New Civil, Electrical and<br>Mechanical Works and supervision of Maintenance and<br>Repair Works including Bills verification  | 5% (Monthly Remuneration Based)             |
| V. Detailed Supervision of Environmental<br>Services/Sanitation and Janitorial Services including<br>bills verification  | 5% (Ол submission of Tender Documents       |
| VI. Yearly staffing for Maintenance & Repair work as highlighted in the RFP (SEE TABLE BELOW TO CALCULATE THE FINANCTIAL BID OF THIS PARTICULAR SERVICES   | Monthly Remuneration based on Proposed team |





# FORM FIN-5. BREAKDOWN OF REMUNERATION

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

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# APPENDIX-B METHODOLOGY/WORK/PROGRAMME SCHEDULE



#### METHODOLOGY

# Technical Approach and Methodology 2.1 Master Planning

Master Planning is very important and key to develop any proposed scheme considering all development aspects like (Environment, Engineering, Sociology, Economics, Culture, Land, Religion and many other important aspects). However comparatively doing Master Planning for a new project is easier to the existing project.

CMC LARKANA is already constructed and providing services to the masses from years. The departments are built on adhoc basis in recent past which creates an issue for providing services under one roof.

To prepare methodology for this specific consultancy, our team has visited the CMC Hospital and sees the current location and state of buildings, infrastructure condition, interdepartmental networking, utilities installation etc.

We will plan to integrate all the departments, the current need of OPD Block is very necessary to facilitate the daily visitors. In first phase we will prepare an existing Master Plan and if available will update it according to the available land marks.

In second phase our team will try to integrate the department with each other keeping in view the Hospital Requirements,

- 2.2 Detailed Engineering Design including New Building, Renovation, Repair and Extension of existing buildings with special care to the old Architecture; Detailed Electrical and Mechanical Design of Proposed New and Existing buildings system up-gradation and Detailed Engineering Design of External Development (Water Supply, Sewerage, Drainage, Electrification etc)
  - ix. First as a Consultant we will prepare a comprehensive As-built plan defining all Departments, Wards, Facilities at the Peoples Medical College Hospital, LARKANA using the Existing Master Plan and other line plans available with the Maintenance and Engineering Department of CMC Hospital. The work will be started after conducting a coordination meeting with Client and work out the methodology to perform the Civil and Electrical Works requirement for Proposed New and Existing Building Works. All the Works identified will be bifurcated into New Works means complete new infrastructure and Renovation and Repair Works for the improvement of Existing infrastructure. As a consultant we will review the past tenders if any, any work in progress to avoid duplication of works. We will prepare a list of work each department wise/unit wise in close coordination with the Department Head and Hospital Management.
  - x. The consultant will first identify all the works required in the CMC Hospital in coordination with the Hospital Management and Prepare Drawings, Design, and Rough Cost Estimates for new Civil, Electrical & Mechanical Works.
  - xi. The consultant electrical team will Perform Energy / Electrical Audit of Entire Civil Hospital, Map the underperformed and non-functional system and prepare plans for its Improvement. On the basis of Plans the consultant will prepare costs estimates and tender documents for the improvement of required infrastructure. The consultant will initiate the work by checking loads of all department / wards and facilities. The consultant will map all the facilities first, check the supplies and

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- its losses before taking any further actions for the improvement. We have a dedicated team of expert who will perform the task.
- xii. The consultant Environmental Management Team will perform survey of existing Water Supply system, and prepare its improvement plan. On the basis of improvement plan we will prepare design, cost estimates and tender document for the improvement of water supply system of entire CMC Hospital.
- xiii. The consultant has the experience that the sewerage system and the toilets are very poorly maintained at such facilities. The consultant visited the hospital before the preparation of the proposal and found that all the Sewerage line are poorly blocked and not be cleaned from last two years. Therefore consultant will prepare a contingency plan and mobilize the contractors for the cleaning of sewerage system first. In addition to this the consultant will Perform survey of existing Toilets and Sewerage system and prepare its improvement plan. Prepare design, cost estimates and tender document for the improvement of sewerage system of entire CMC Hospital.
- xiv. During rains, all Government Facilities and infrastructure badly inundated in rain water and takes time to flush. During the rainy season it is very difficult to perform day to day services. Therefore the consultant will Perform survey of existing storm water drains and prepare its improvement plan. On the basis of the improvement plan the consultant will prepare design, cost estimates and tender document for the improvement of storm water system of entire CMC Hospital.
- 2.2 Methodology for the Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services.
  - vi. The consultant will prepare a Comprehensive Environmental Management Plan for CMC Hospital, LARKANA including use of Renewable Energy options, Solid Waste Management Plan, Infectious Waste Management Plan, Efficient use of Domestic Water, Improvement of Indoor Environment of Wards, Canteen, Cafeteria and related infrastructure.
  - vii. The consultant have already visited the facility and observe the day to day Janitorial services, the services are mostly manually driven and labor intensive. Consultant will see and prepare plans to mechanize activities where possible. Prepare and Implement a comprehensive plan for day to day Sanitation Services of entire Hospital including the Janitorial Services, Laundry, Cleaning, and related services,
  - viii. Certify (under firm's seal) running payments for the rendered Janitorial Services based on the day to day monitoring of staff and consumption of the consumables at site and work performed at site by the service provider, considering all required documentations as per the conditions of contract
  - ix. Consultant observed that currently there is no any sterilization or waste disposal facility at CMC Hospital Efforts have been made by the CMC Hospital Management for source separation of infectious and non-infectious waste however improvement in the activities are further required to uplift the system. The consultant will further review the entire mechanism of Hospital Waste Management and identify gaps as per the Hospital Waste Management Rules, 2014 of Environmental Protection Agency and will implement the same. The consultant will deploy staff for day to day monitoring of the Janitorial and Waste Management services.

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- x. Consultant will give special attention to uplift the services rendered by existing Kitchen and Cafeteria and improvement of its infrastructure and indoor environment. The facility during visit found required a complete up-gradation.
- xi. Consultant has realized that the plantation at CMC Hospital is meagerly arranged and maintained. Plantation and horticulture plans will be prepared and implemented for entire CMC Hospital, LARKANA.

#### 2.3 Procurement and Contract Management Services.

Consultant understands that this is the most important area which requires special attention and efficient management to deliver things on time. The consultant have all the expertise available for hiring the services of Civil Works including the Maintenance and Repair Works, New Civil Works, Goods and any other Management and Services Contracts.

- Where required for the Procurement of Goods, Medical Equipment preparation of tender documents, including specifications and services contract. The consultant will provide technical input for the selection of any goods and will ensure that the Medical Equipment required by the CMC Hospital and its management shall be ensured.
- vi. Procurement for the Hiring of Janitorial / Cleaning, Solid Waste Management, Infectious Waste Management and related services including the monitoring of the contract. This is very important subject to improve the Hospital services and also to get rid of the infectious waste and dirt outside the hospital with environmental safe procedures. The consultant's team has a vast experience in managing and improving day to day operation of Janitorial Services and Hospital Waste Management. We will provide a dedicated team of Environmental Engineers and Inspectors to implement as per the Environmental Management Plan.
- vii. The consultants have Mechanical Engineer staff, who will visit and check all the lifts being in operation at CMC Hospital in terms of its safety as well as Maintenance. The consultant will see how the lifts are maintained at site and if required the services of specialized lift operators will be hired to maintain the lifts as per the standards. Procurement of Lifts and its services contract will be prepared in close coordination with client.
- viii. Procurement of any other Goods, Management and Services contracts like Cafeteria, Canteen, Kitchen, Supplies of Gases, Medicine, Laundry Services and other allied related works. During our close working coordination with the client where is required the consultant will render its services to hire the above mentioned services.
  - ix. Certify (under firm's seal) running payments of the vendors (on the basis of work done / supplies delivered in compliance with drawings and specifications and other stipulations, considering all required documentations as per the conditions of contract

# 2.3 Selection of Material

During our contract agreement with Lyari General Hospital in April 2017, we have almost successfully completed the Maintenance and repair works in various departments. The selection of material is very well defined for the maintenance work during our Lyari Hospital. We will bring the same experience to deliver services at CMC Hospital and also for the selection of material. The old architecture building will be rehabilitated after the coordination with Archive Department and

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other NOC required from the line departments and only approved material will be selected and placed at such buildings.

For the new buildings works, consultant will select Porcelain tiles, UPVC doors, branded Paints like (ICI/Berger or any other), Pak Arab Fittings, Porta USA Made, Master Fittings etc. The consultant will ensure the selection and placement of only above motioned fittings.



Fig: Work in progress on the façade of Lyari General Hospital

Our past experience suggests that most of the roof top of such buildings have seepage problem, therefore we as consultant suggest providing water proofing first on all the roof of the building to safe the structure from seepage. We are using Hy-Grip self-adhesive 2mm lining on roof to avoid seepage problems in many infrastructures which we rehabilitated and found very good results. Therefore we will be selecting Hy-grip lining for CMC Hospital where required.

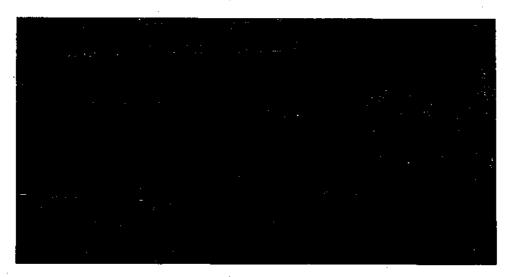


Fig :Hy-Grip 2 mm self-adhesive waterproofing on the roof at Lvari General

Material Selection to assist Hospital Management for the Selection of Lifts, HVAC, Mechanical Equipment, Electrical Goods, Medical Equipment, Laundry Equipment, and allied services will be done by the consultant.

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#### 3 Detailed Construction Supervision

Consultant will depute the construction supervision staff as per the requirement of the RFP for detailed supervision of Civil, Electrical, Mechanical and Information Technology & Communications systems.

- All the site specific issues will be resolved at site, the drawings and design specific issues
  will be handled in our head office while the other unforeseen issues will be resolved at the
  office of Client.
- II. VERIFICATION OF BILLS AND MEASUREMENT BOOK Verify the commissioning of works as per the approved Civil, Electrical, and Mechanical Drawings prepared during the execution phase.
- III. The firm will perform effective contract management and would be responsible to manage each contract with contractor independently and take necessary actions on time as per the contract. The consultant will take the client on board on every single decision and where required will hold a consultation meeting with all key stakeholders to take care of the timelines and assure the quality of work.
- IV. Certify (under firm's seal) running payments of the vendors (on the basis of work done in compliance with drawings and specifications and other stipulations, considering all required documentations as per the conditions of contract
- V. Consultant would be responsible to record and verify the measurements of each running bill.
- VI. Any other allied matter pertaining to supervision and project management would be addressed by the consultant.

# **OVERVIEW OF PROJECT MANAGEMENT**

After the work award the Consultant will provide its Project Management and Detailed Construction Supervision services.

In today's business environment, two factors have become common: change and complexity. The nature of business has incorporated these factors into our everyday lives. We work in an environment of constant change and increasing complexity, and must be competitive, productive, customer-focused, and profitable.

Much has been written about change in the service provision community. Indeed, we all know the one constant is the existence of change. Marketing strategies, manufacturing strategies, service strategies - all must accept the realization that as soon as the details are spelled out, factors in the marketplace will demand that the strategy be revisited. Managing change has become a key ingredient for today's successful business.

Project management/detailed construction supervision is both an art and a science. The science consists of a systematic approach using a standard methodology. The art consists of "soft skills" including leadership, trust, credibility, problem solving, and managing expectations. The art of project management is developed through experience, practice, and intuition. A project manager who is skilled in the art instinctively knows how and when to react to project problems. Project management is equally divided between the art and science and a successful project manager utilizes and refines both skill sets to effectively manage projects.

Project Management is the process of achieving project objectives (schedule, budget and performance) through a set of activities that start and end at certain points in time and produce quantifiable and qualifiable deliverables.

Successful project management is the art of bringing together the tasks, resources and people necessary to accomplish the business goals and objectives within the specified time constraints and within the monetary allowance. Projects and Programs are linked directly to the strategic goals and initiatives of the organization that they support.

During the life cycle of any project, proven and tested project management processes or best practices should be incorporated. The types and extent of processes initiated depend on the





nature of the project, i.e. size, probability of failure and consequences of failure. Strong and effective leaders apply process to protect all projects.

# KICK OF MEETING & PRELIMINARY GOALS

The project will kick off with a meeting of the project team, clients, & contractor the purpose of which will be to establish a working process and assure that all team members understand the expected outcomes for the project. During the meeting, the participants will discuss the proposed schedule, the timing and plan, the role of the committee, and the preliminary goals and objectives . Early identification of this end will help to maintain the focus of work efforts throughout the course of the project. The team will listen attentively to all input from client regarding their hopes, aspiration and any primary issues or concerns they wish to bring to the forefront.

# PROJECT MANAGEMENT PLAN

Project manager will be appointed for the Project whose minimum qualification will be Master degree in Civil Engineer, BE-Civil Engineering ,registered with PEC's, having 10 years of experience of managing construction project of diversified nature, ability to lead the team, hands-on knowledge of contract management, quality management and work scheduling at MS project or primavera, familiarity with government system, procurement rules, able to take criticaldecisions, and possess good communication skills. Project Manager in coordination with consultants head office will designate. Resident/Assistant Resident Engineers and Site Inspectors as required in the Request of Proposal with specific expertise in the various disciplines and functional areas of the project after receiving design/drawings/tender documents package of the particulars of the Project. All of these team members will have technical, coordination and outreach roles. We, (M/S Nexus Consultants), will adopt the team's management approach in a Project Management Plan (PMP) document which will exceed the client's requirements and will describe items including:

- Consultants plan to meet project milestones
- Consultants timely communications protocols
- Consultants project resource and staff accessibility and availability
- Consultants immediate response to issues
- · After receiving design/drawings/tender documents package of the particular district

## CONSTRUCTION APPROACH

Once established, the Guaranteed Maximum Price will form the basis to precede with the project management services. The following outline is a summary of the methodology that the consultant team will follow to execute a project.

During the construction phase of the project, we will provide all management and related services as necessary to adequately supervise, monitor and coordinate the work of all contractors working at different stages. Consultant team will guide the contractor to manage all conditions of the site work rules and will establish and monitor safety, security, cleaning and other conditions.

The following items are also critical to a successful project and will be provided by M/S Nexus Consultants:

Our team will implement the following key activities that were developed during the preconstruction phase:

- Verification of project schedule
- Expedite the contractor for critical items
- Guide contractor on critical items
- Expedition of purchasing and buyouts
- Verification of accelerated release of critical material
- Confirmation of each action reviewed in preconstruction activities
- Verification, record keeping and audit trails of project data/reports.

## **GENERAL MANAGEMENT AND ON-SITE STAFF**

The consultant will assign a Project Team at the jobsite for the coordination and initiation of the work.

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The consultant will establish lines of authority in order to execute the project on a coordinated and efficient basis and will prepare a chart graphically indicating those lines of authority.

Consultant team will ensure the Client of having its work done by the finest personnel and having personalized attention dedicated to the project by each contractor's staffing scheme.

The Consultant will establish, implement and maintain procedures to assure coordination among the design consultant, client, contractor etc. involved in the project.

The Consultant will prepare and develop an on-site record keeping system, which will be sufficient in detail to satisfy an audit by the client. Such records shall include, but will not be limited to, daily logs, progress schedules, manpower breakdowns (daily by trade), financial reports, quantities, material lists, shop drawing logs, etc.

in the event that an interpretation of the meaning and intent of the contract documents becomes necessary during construction, The Consultant will ascertain the design consultant's interpretation and transmit such information to the contractor(s).

The Consultant will hold weekly job meetings with the client's representatives, contractors, and other associated parties to discuss procedures, progress, problems, scheduling, and open items.

The Consultant will constantly review the adequacy of each contractor's supervision, personnel, equipment and the availability of necessary materials and supplies. When inadequate, our team will direct the necessary action to be taken by the concerned contractor.

Our Team will coordinate all work until final completion and acceptance of the project by the Client, including a comprehensive final inspection to ensure that the materials furnished and work performance are in accordance with the contract documents.

#### **COORDINATE TESTING AND INSPECTION**

The Consultant will develop and enforce a quality control system in order to ensure that the highest required standards of construction are met. Our Team will develop checking and testing procedure to ensure that all required test are adequately performed and results are as per desired standards.

The Consultant will coordinate all testing provided by others, as required by the technical sections of the specifications, and as required by the building codes will keep an accurate record of all tests, inspections conducted and test reports

### COORDINATE SHOP DRAWINGS SUBMISSIONS

The Consultant will assist the contractor and review the drawings for compliance with the contract documents; all shop drawings, materials and other items submitted by the contractors. Requests for approval from contractors, delivery schedules, material lists, shop drawings, samples, plus more, will be commented upon and submitted to the design engineer for concurring approval. We will oversee the submission of all shop drawings, composite shop and coordination drawings, brochures and material samples, and instruct the contractors that submission shall comply with project requirements.

### CHANGES IN THE WORK

The Consultant will establish and implement procedures for controlling and processing change orders that will satisfy the client's requirements. M/S ESS-I-AAR will maintain adequate cost accounting records with respect to portions of work, if any, performed on a time-and-material, unit cost or similar basis which requires the keeping of records and computations.

# PROACTIVE CHEDULING

The schedule will be used as a tool to discuss deliveries and installation sequences. Any problems or issues will be addressed accordingly and the schedule will be adjusted by the Contractor as per The Consultant advice to reflect the changes, if necessary. We will guide the contractor to update the current schedule and review it against the baseline schedule to identify potential conflicts or impacts due to the latest adjustments. The schedule will then be discussed with the client and contractor reviewing possible solutions to minimize the impacts and take proactive steps necessary to insure that the project will be delivered on time and within budget.

#### **CLOSING OUT THE PROJECT**

At the proper time, The Consultant will prepare punch list indicating the items of work remaining to be accomplished and will ensure that these items are completed in an expeditious manner by contractor. The Consultant will prepare certificates of substantial and final completion, as required, and will forward them to the client's, certifying that they are complete and cover all work as required.

The Consultant will coordinate and expedite the preparation by the contractors of operating manuals and similar instructions. Our Team, after receiving, will give approval to ensure that they are sufficiently comprehensive and will forward them to appropriate personnel.

The Consultant will work closely with all project personnel relative to start-up following project completion.

Whether a new construction project or a repair/rehabilitation project our team follows a meticulous methodology that provides the client with a step-by-step process outlining each of its many tasks necessary to the successful completion of the Project. The ultimate goal is the commitment of The Consultant whatever is required to take the construction of every project a consummate success.

## PROACTIVE MANAGEMENT APPROACH

The Consultant team approach is to be proactive in scheduling. Achieving predictable project outcomes is a process that depends on current and accurate information, communication, and teamwork.

We strive to great lengths to produce an initial target schedule incorporating requirements from all parties including: owners, designers, contractors, suppliers and end users. This establishes the baseline schedule that serves as a measuring point for the entire project. By focusing on the initial scheduling plan we have essentially minimized the potential problems that will slow down the project.

We use the most up to-date comprehensive scheduling programs available, as our programming, management and scheduling software's.

The Project Team will review the 14-day look-ahead schedules weekly during the subcontractor's and owner's coordination meetings. The schedule will be used as a tool to discuss deliveries and installation sequences. Any problems or issues will be addressed accordingly and the schedule will be adjusted to reflect the changes, if necessary. The Project Team will update the current schedule and review it against the baseline schedule to identify potential conflicts or impacts due to the latest adjustments. The schedule will then be discussed with the Client and subcontractors in order to review possible solutions to minimizing impacts and methods of taking proactive steps necessary to insure that the project will be delivered on time and on budget.

The following major activities, items and information will be covered:

- Critical milestone dates
- Design documents delivery dates
- Schedule of values
- MEP alternatives and installation options
- · Long-lead procurement items
- · Multiple tasks coordination items
- Clearly defined critical paths

## **CLOSING OUT THE PROJECT**

At the proper time, The Consultant will prepare punch list indicating the items of work remaining to be accomplished and will ensure that these items are completed in an expeditious manner by contractor. The Consultant will prepare certificates of substantial and final completion, as required, and will forward them to the client's, certifying that they are complete and cover all work as required.

The Consultant will coordinate and expedite the preparation by the contractors of operating manuals and similar instructions. Our Team, after receiving, will give approval to ensure that they are sufficiently comprehensive and will forward them to appropriate personnel.

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The Consultant will work closely with all project personnel relative to start-up following project completion.

Whether a new construction project follows a meticulous methodology that provides the client with a step-by-step process outlining each of its many tasks necessary to the successful completion of the Project. The ultimate goal is the commitment of The Consultant whatever is required to take the construction of every project a consummate success.

Despite best intentions, most competent and proactive planning, management and execution, our experience shows that most complex projects encounter delays due to various factors. Important amongst these factors are natural disasters, law and order issues, issues of possession and unavoidable site issues.

We as your consultants and partners in the projects management will try our best to complete and close the project within the time frame but at time things do get out of control due to aforesaid and other factors.

If such a situation arises, we will still try to cover such delays through suitable contingency planning. However, if it is still not possible to complete on time or mitigate the delay, we will be giving you our partial supervision charges so that the specific scheme/project does not suffer and is not overburdened. We consider it our professional and mandatory commitment to close the project window and perform all tasks entrusted to us till smooth handing over of the facility to the procurement authority/agency takes place.

### 4 Maintenance and Repair Works Team

We the consultants are working for the Maintenance and Repair Works for DR. RUTH K.M. PFAU, CIVIL HOSPITAL KARACHI & LYARI TEACHING HOSPITAL KARACHI.

Our experience is that there are no any established Maintenance and Repair departments in Teaching Hospitals in Sindh. Due to which the Hospital regular Repair work suffers.

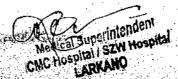
Therefore we will provide a dedicated Maintenance and Repair team at the Hospital which will be available round the year. The team will look after the requirement of Maintenance and Repair work (Civil, Electrical, Environment, Mechanical) if any and prepare estimates for approval to start work.

The following team will be dedicated for Maintenance and Repair works only

- Resident Engineer (Maintenance & Repair)
- ii. Supervisor Civil (Maintenance & Repair)
- iii. Supervisor Electrical (Maintenance & Repair)
- Supervisor Environment (Maintenance & Repair)

| 'nΙ | IR | TF | ΔM | ı |
|-----|----|----|----|---|

| TEAM FORDETAILED ENGINEERING DESIGN & CONSTRUCTION SUPERVISION OF CIVIL, ELECTRICAL WORKS, ENVIRONMENTAL & ALLIED SERVICES AT CMC LARKANA                | EXPERT NAME OF CONSULTANTS WITH THEIR QUALIFICATION  |
|--|--|
| Project Manager (1 No.),( ME/BE Civil Engineering with 10 years of relevant experience),   | Engr. Muhammad Khalid (Masters in Environmental Engineering (Sweden), B.E. in Civil Engineering (Pakistan) with more than 14 years of Experience in carrying of Social Infrastructure Development Works. |
| Urban Planner (01 No.), Master in Urban Planning with 10 years of relevant experience, in case of Bachelor Degree with at least 15 years of experience). |  |
| Environmental Engineer (01 NO), (Masters in Environmental Engineering, BE Civil Engineering with 05 years of relevant experience)                        |  |



|  | •   |
|--|---|
| Waste Management Expert (01 No.), (Ph.D. in Environmental Engineering with 10 years of relevant experience and in case of Masters in Environmental Engineering with at least 15 years of waste management experience). |   |
| Structure Engineer (01 NO, PhD in Structure Engineering, with 15 years of relevant experience),  | Dr. Afag Shoaib (Ph.D. in Structure Engineering from Republic of Ireland, Masters and Bachelors in Civil Engineering Pakistan), more than 15 years of Experience in Infrastructure development include rehabilitation of old infrastructure.        |
| Procurement & Contract Engineer (01 NO), (MBA/MS Construction Management and BE Civil Engineering with 10 years of relevant experience)  | Engr. Nabeel Hassan Shaikh (MBA IBA, MS Construction Management, Bachelors Civil Engineering Pakistan) with more than 12 years of Experience in carrying out Project and Contract Management activities at various Government and Private Projects. |
| Electrical Engineer (01 NO), ( BE Electrical Engineering with 15 years of relevant experience)   | Engr. Safder Hussain Mover  (B.E. in Electrical Engineering Pakistan) with more than 25 years of experience in Electrical Design, Installation, Commissioning and Operations of various projects.   |
| Engineers (RE's (01 NOs), BE Civil Engineering with 07 years of relevant experience),  | Engr. Mohammad Ameen Dheraj<br>(Masters in Construction Management, BE Civil<br>Engineering, with more than 10 years of<br>Experience.  |





# **APPENDIX B**

# WORK / PROGRAMME SCHEDULE

| :    | 1   | TIME IN MO | NTHS |   |     |   |    |   |    |     |   |    |  |    |
|------|---|------------|------|---|-----|---|----|---|----|-----|---|----|--|----|
| N° . | Activity <sup>1</sup>   | 1          |      | 2 | . 3 | 4 | 5_ | 6 | 7  | 8   | 9 | 10 | 11                                     | 12 |
|      | Master Planning   |            |      |   |     | 1 | _  |   |    |     |   |    | Ī.                                     |    |
| 1    | I. Detailed Engineering Design, Tender Document and Procurement Services for Proposed New Building Works and for Renovation, Repair and Extension of existing buildings, Renovation and Repair of the old Architecture Building with special care to old Architecture including Electrical and Mechanical Design and External Development |            |      | Ţ |     |   |    |   |    |     |   |    |  |    |
| 2    | II. Preparation of Environmental Management Plan for<br>Cleaning/Janitorial Services, Waste Management and Disposal,<br>Horticulture and Sanitation Services and its procurement  |            |      |   |     |   |    |   |    | ·   |   |    |  |    |
| · 3  | III. Construction Supervision of New Civil, Electrical and<br>Mechanical Works and supervision of Maintenance and Repair<br>Works including Bills verification  |            |      |   |     |   |    |   |    |     |   |    |  |    |
| 4    | V. Detailed Supervision of Environmental Services / Sanitation and Janitorial Services including bills verification   |            |      |   |     |   |    |   | 1. | : ; |   |    | ······································ |    |
| 5    | V. Procurement of Various Required Services (Preparation of<br>Contract Documents, Technical Specification, Tender Document,<br>preparation of BER, Awards of Contract to the successful bidder)  |            |      |   |     |   |    |   | -  |     |   |    |  |    |
| 6    | Mobilization of Maintenance & Repair Team to CMC Hospital for<br>supervising day to day Maintenance requirement of Hospital   |            |      |   |     |   |    |   |    |     |   |    |  |    |

Medical Experimendent
CMC Hospital / SZW Hospital
LAGNANO



# APPENDIX-C KEY PERSONNEL AND SUB-CONSULTANTS

# OUR TEAM

| N I CANI   |   |
|--|---|
| TEAM FOR DETAILED ENGINEERING DESIGN & CONSTRUCTION SUPERVISION OF CIVIL, ELECTRICAL WORKS, ENVIRONMENTAL & ALLIED SERVICES AT CMC HOSPITAL LARKANA,         | EXPERT NAME OF CONSULTANTS WITH THEIR QUALIFICATION   |
| Project Manager (1 NO, ME/BE Civil Engineering with 10 years of relevant experience),  | Engr. Muhammad Khalid (Masters in Environmental Engineering (Sweden), BE Civil Engineering (Pakistan) with more than 14 years of Experience in carrying of Social Infrastructure Development Works.   |
| Structure Engineer (01 NO, Master in Structure Engineering, BE Civil Engineering with 05 years of relevant experience),                                      | Pr. Afag Shoib (Ph.D. in Structure Engineering from Republic of Ireland, Masters and Bachelors in Civil Engineering Pakistan), more than 15 years of Experience in Infrastructure development include rehabilitation of old infrastructure.         |
| Environmental Engineer (01 NO), (Masters in<br>Environmental Engineering, BE Civil Engineering with<br>05 years of relevant experience)                      | Engr. Umer Farooq<br>(Masters in Environmental Engineering and<br>Bachelors in Environmental Engineering<br>Pakistan with 05 years of Relevant Experience   |
| Procurement & Contract Engineer (01 NO), (MBA/ MS Construction Management and BE Civil Engineering with 10 years of relevant experience)                     | Engr. Nabeel Hassan Shaikh (MBA IBA, MS Construction Management, Bachelors Civil Engineering Pakistan) with more than 12 years of Experience in carrying out Project and Contract Management activities at various Government and Private Projects. |
| Electrical Engineer (01 NO), ( BE Electrical Engineering with 15 years of relevant experience)   | Engr. Safder Hussain Mover (BE Electrical Engineering Pakistan) with more than 25 years of experience in Electrical Design, installation, Commissioning and Operations of various projects.   |
| Engineers (RE's (01 NOs), BE Civil Engineering with 07 years of relevant experience),  | Engr. Owais Ahmed (BE Civil Engineering Pakistan) with more than 10 years of Experience.  |
| Senior Architect (01 NOs), BS Architecture with 10 years of relevant experience with at least 05 Years of Experience in Rehabilitation of Old Architecture), | Architect Marwl Mazhar (BS Architect and MS Architect) with more than 08 years of relevant experience   |

ICMO Hospital SZW Hospital LARKANO



# **Key Personnel**

Proposed Staff for the project as follows:

| TEAM FOR DETAILED ENGINEERING DESIGN & CONSTRUCTION SUPERVISION OF CIVIL, ELECTRICAL WORKS, ENVIRONMENTAL & ALLIED SERVICES AT CMC HOSPITAL LARKANA,         | EXPERT NAME OF CONSULTANTS WITH THEIR QUALIFICATION   |
|--|---|
| Project Manager (1 NO, ME/BE Civil Engineering with 10 years of relevant experience),  | Engr. Muhammad Khalid (Masters in Environmental Engineering (Sweden), BE Civil Engineering (Pakistan) with more than 14 years of Experience in carrying of Social Infrastructure Development Works.   |
| Structure Engineer (01 NO, Master in Structure Engineering, BE Civil Engineering with 05 years of relevant experience),                                      | Dr. Afag Sholb  (Ph.D. in Structure Engineering from Republic of Ireland, Masters and Bachelors in Civil Engineering Pakistan), more than 15 years of Experience in Infrastructure development include rehabilitation of old infrastructure.        |
| Environmental Engineer (01 NO), (Masters in Environmental Engineering, BE Civil Engineering with 05 years of relevant experience)                            | Engr. Umer Faroog (Masters in Environmental Engineering and Bachelors in Environmental Engineering Pakistan with 05 years of Relevant Experience  |
| Procurement & Contract Engineer (01 NO), (MBA/ MS Construction Management and BE Civil Engineering with 10 years of relevant experience)                     | Engr. Nabeel Hassan Shaikh (MBA IBA, MS Construction Management, Bachelors Civil Engineering Pakistan) with more than 12 years of Experience in carrying out Project and Contract Management activities at various Government and Private Projects. |
| Electrical Engineer (01 NO), (BE Electrical Engineering with 15 years of relevant experience)  | Engr. Safder Hussain Moyer (BE Electrical Engineering Pakistan) with more than 25 years of experience in Electrical Design, Installation, Commissioning and Operations of various projects.   |
| Engineers (RE's (01 NOs), BE Civil Engineering with 07 years of relevant experience),  | Engr. Amin Dheeraj (BE Civil Engineering Pakistan) with more than 10 years of Experience.   |
| Senior Architect (01 Nos), BS Architecture with 10 years of relevant experience with at least 05 Years of Experience in Rehabilitation of Old Architecture), | Architect Marwi Mazhar (BS Architect and MS Architect) with more than 08 years of relevant experience   |





# APPENDIX-D REMUNERATION BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Medical Superintendent

Medical Superintendent

CMC Hospital | SZW Hospital

LARKANO



# REMUNERATION BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

FOR 2017-18

|      | / OR 2017-18   |   |
|------|--|---|
| S.NO | DESCRIPTION  | AMOUNT (Rs.) MILLION<br>INCLUDING INCOME &<br>SALES TAX |
| 1    | COSULTANCY SERVICES FOR "MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE & REPAIR WORK AT SINDH GOVERNMENT, CHANDKA MEDICAL COLLEGE (CMC) HOSPITAL LARKANA | 26.1595   |
|      | GRAND TOTAL  | 26.1595   |

IN WORDS (Total Cost of Consultancy is Pak Rupees Twenty Six Million, One Hundred Fifty Nine Thousands & Five Hundred) only inclusive of Income and Sales Tax

# FOR 2018-19 AND SUBSEQUENT YEARS AS GIVEN IN THE FINANCIAL PROPOSAL AND IN THIS CONTRACT

## NOTE:

- (I) Payment/financial proposals provided in Table 1 is on percentage basis. However Item # 06 of Table 1 and its separate table, Table # 2, about the staff position of only day to day (Maintenance & Repair) Works shall be paid on monthly basis (12 months/ year)
- (II) Our Financial Proposal shall be revised (10% increment) each year for extended per

CWC Hospital SSM Hospital

# APPENDIX-E REIMBURSABLE DIRECT COSTS



# APPENDIX-E

# **NOT APPLICABLE**



# **APPENDIX-F**

# SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

- Client shall provide all data and field co-ordination to the consultant.
- · Client shall provide site facilities to consultants staff through the construction contract.
- Client shall provide office space for consultants within the premises of CMC Hospital LARKANA.

Kulturi Superintendent ICMS Hospital, SZW Hospital LARKANO



# APPENDIX-G INTEGRITY PACT



#### **INTEGRITY PACT**

#### Invitation to Firms

- The Government of Pakistan (GOP) is committed to fight corruption in public contracting.
   As a part of this program, MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" has reviewed its arrangements for the letting and implementation of contracts against criteria of transparency and accountability.
- 2. In an effort to limit the scope for abuse, MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" is introducing new procedures, which MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" is sure your company will wish to support. The objective is to ensure that there is fair competition for government business, and that competition takes place openly and in a manner that provides fair and equal opportunity for all competitors. The new procedures will also apply to the execution of contracts by the successful bidder/supplier. The new Procurement Procedures will be set out in the Letter of Invitation/T ender Documents.
- 3. As part of our confidence building strategy, MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" will treat the oversight and monitoring of the implementation of these new procedures with the highest priority. MEDICAL SUPERINTENDENT, CMC Hospital LARKANA," will pay particularly close attention to the need to prevent any case of extortion, or acceptance of bribes, by MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" officials. We are asking all those bidding for MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" business to assist the government by reporting any instances of this occurring.
- 4. A special office for the investigation and handling of any reports of extortion or bribery in public procurement has been set up in the PMIU.
- 5. MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" hopes to obtain your company's endorsement of these procedures as fair and reasonable, and as having your full support.
- 6. The Consultants shall observe the highest standards of ethics during the selection and execution of such contracts. In pursuance of the policy i.e.
  - a. Corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution, and fraudulent practice means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" and includes. Collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" of the benefits of free and open competition.
  - MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" will reject a proposal for award if determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - c. MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for. Or in executing contract.

Mc Hospital 1 SZW Hospital

## The "Integrity Pact"

 Medical Superintendent, CMC Hospital LARKANA, abide by the following procedures for Bidding for Public Sector Contracts.

The following procedures will apply to the letting of contracts for "MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE & REPAIR WORK AT CMC HOSPITAL LARKANA, GOVERNMENT OF SINDH"

- 3. These procedures are in addition to the standard legal and administrative requirements.
- 4. They will form part of the terms and conditions of each contract and will be actionable, in the event of breach, by the MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" and any of the competing bidders.
- 5. Each Consultant must submit a statement, as integral part of the proposal, with the following text:
  - This Company places importance on competitive tendering taking place on a basis that is free, fair competitive and not subject to abuse. This Company is pleased to confirm that (i.) it has not offered or granted, and will not offer or grant, either directly or indirectly through agents or other third parties, any improper inducement or reward to any public official, their relations or business associates, in order to obtain or retain this contract or other improper advantage, and (ii.) it has not colluded, and will not collude, with others in order to limit competition for this contract.
  - b. This Company has a No-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the no- bribery commitment given in the statement will be complied with by its mangers and employees, as well as by all their parties working with this company on this Project, including agents, consultants, consortium partners, subcontractors and suppliers. Copies of our No-Bribery Policy/Code of Conduct and Compliance Program are attached.

OR.

In cases where companies participate in the bidding which do not yet have a general no bribery policy/Code of Conduct:

c. "This Company has developed, for the purposes of this tender, a Compliance programcopy attached - which includes all reasonable steps

necessary to assure that the no-bribery commitment given in this statement will be compiled with by its managers and employees, as well as by all third parties working with this Company on this Project, including agents, consultants, consortium partners, subcontractors and suppliers".

- d. This commitment is in the name and on behalf of this Company's Chief Executive Officer.
- e. This Company agrees for the resolution of any damage claims arising from this contract under Law of Pakistan."
- 6. Where a participating company is a foreign company and has a subsidiary in Pakistan, the commitment must extend to that subsidiary and its managers and employees as well. If the tender is submitted by the subsidiary in Pakistan, the no-bribery commitment needs to-extend also to the parent company and its managers and employees.
- 7. Consultants will also be required to submit similar no-bribery commitments from their subcontractors and consortium partners. The Consultant may however cover the sub- consultant and consortium partners in its own statement, provided the Lead Consultant assumes full responsibility.
- 8. All payments shall be limited to appropriate compensation for legitimate services.

Medical Superintendent
CMC Hospital SZW Hospital
LARKANO

- Each Consultant will make full disclosure in the proposal documentation of the beneficiaries and amounts of all payments made or intended to be made relating to the proposal and, if successful, the implementation of the contract.
- The successful Consultants will also make full disclosure semi-annually of all payments to agents and other third parties during the execution of the contract
- Within one year of the completion of the performance of the contract, the successful Consultants will formally certify that no bribes or other illicit commissions have been paid in order to obtain or retain this contract. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
- 12. Statements required according to subparagraph (b) and (d) of paragraph 5 will have to be certified by an appropriate senior corporate officer.
- 13. In Pakistan, all forms of corruption are illegal, and the government will continue to prosecute offenders.
- 14. This IP however focuses on bribery in order to obtain or retain the contract or other improper advantage, including collusion with others in order to limit competition for this contract. This includes any payments or other favours offered or granted in order to win a contract award, get a contract change order (adjusting the price, the specifications, the time frame for implementation or any other important contract components) approved by MEDICAL SUPERINTENDENT, CMC Hospital LARKANA" get sub-standard or sub-specification performance approved by a public official or the supervising engineer or his staff, circumvent tax, duty, license or any other legal obligations that should be met, or induce an official to breach his/her official duties in any other way.
- 15. If a Consultant fails to comply with its no-bribery commitment, the following sanctions will apply:
- Denial or cancellation of the contract; liability for damages to MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" in the amount of five percent of the contract value, unless MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" can demonstrate a higher damage, or the Consultant can demonstrate a lesser damage; forfeiture of the security deposit; and debarment by MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" from bidding for further public contracts for such period as the MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" may deem appropriate,
- 17. MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" has made special arrangements for adequate oversight and monitoring of the procurement process and the execution of the contract. In this regard, MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" has provided for public hearings on the procurement process, and for access by Civil Society including representatives of the local TI-Pakistan, to the minutes of the meetings of the Evaluation Committee, and to all documents relating to the evaluation of the competitive proposals, the award decision process and the execution of the project.
- 18. MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" has also set up a special office in the Office of the MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" for the investigation and handling of any reports of extortion or bribery in public procurement.
- 19. The MEDICAL SUPERINTENDENT, CMC HOSPITAL LARKANA" will publicly disclose the award decision including the evaluation report.
- Proposals, which do not conform, to the requirements of theses procedures will not be considered.

Hedical Superintendent CMC Hospital / SZW Hospital

# 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.  | OFFICE OF MEDICAL SUPERINTENDE MEDICAL COLLEGE HOSPITAL LARKA |                     |  |  |  |  |
|-----|---|---|---|---------------------|--|--|--|--|
| 2)  | PROVINCIAL / LOCAL GOVT./ OTHER TITLE OF CONTRACT |   | PROVINCIAL GOVERNMENT CONSULTANCY SERVICES                    |                     |  |  |  |  |
| 3)  |   |   |   |                     |  |  |  |  |
| 4)  |   |   | NO.MS/CMC/LARKANA/14171                                       |                     |  |  |  |  |
| 5)  | BRIEF   | DESCRIPTION OF CONTRACT   | Master Planning, Design, Construction S                       | upervision & Allied |  |  |  |  |
| 6)  | FORUM   | I THAT APPROVED THE SCHEME  | HEALTH DEPARTMENT   |                     |  |  |  |  |
| 7)  | TENDE   | R ESTIMATED VALUE   |   |                     |  |  |  |  |
| 8)  |   | EER'S ESTIMATE il works only)   |   |                     |  |  |  |  |
| 9)  | ESTIMA  | ATED COMPLEXION ERIOD (AS PE  | ER CONTRACT) JUNE 2019  |                     |  |  |  |  |
| 10) | TENDE   | R OPEN DON (, ATE & TAE)  | 28-12-2017 At 3:00 PM   |                     |  |  |  |  |
| 11) |   | ER OF TEN. SP. OCUP ENTS OLD list of buyers)  | 02 CONSULTANTS  |                     |  |  |  |  |
| 12) | NUMBI   | ER OF BIDS RECEIVED   | CONSULTANT  |                     |  |  |  |  |
| 13) | NUMBI   | ER OF BIDDERS PRESENT AT 7  | TIME TOPENING OF BIDS 01 BI                                   | DDER                |  |  |  |  |
| 14) |   | ALUATION REPORT e a copy)   | TT AED  |                     |  |  |  |  |
| 15) | NAME  | AND ADDRESS OF THE SUCCESSF   | UL ADD M/S.I XUS CONSULTIN                                    | G & ESS.I.AAR       |  |  |  |  |
| 16) | CONTR   | ACT AWARD PRICE   | RS 26.159 ILLION  |                     |  |  |  |  |
| 17) |   | NG OF SUCCESSFUL BIDDER IN EV<br>2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID). | ALUATION & PC T<br>M/S.NEXUS CONSULT & ESS.I.AA               | R                   |  |  |  |  |
| 18) | METHO   | DD OF PROCUREMENT USED : - (Tic   | ek one)   |                     |  |  |  |  |
| ,   |   | ·   | ,   | Domestic/ Loca      |  |  |  |  |
|     | a)  | SINGLE STAGE – ONE ENVELOPE   | I ROCEDURE  | Domestic/ Local     |  |  |  |  |
|     | b)  | SINGLE STAGE - TWO ENVELOPE   | PROCEDURE   | YES                 |  |  |  |  |
|     | c)  | TWO STAGE BIDDING PROCEDUR  | RE  |                     |  |  |  |  |
|     | d)  | TWO STAGE – TWO ENVELOPE BI   | IDDING PROCEDURE  |                     |  |  |  |  |
|     |   | PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING                           |   | AS ADOPTED          |  |  |  |  |



|          |  |       | OFFICE OF MEDICAL SUPERINTENDENT,<br>CMC HOSPITLA LARKANA  |
|----------|--|-------|--|
| 19) APPR | OVING AUTHORITY FOR AWARD OF CONTR.  |       | 7110 1100 11010 11010  |
| 20) WHE  | THER THE PROCUREMENT WAS INCLUDED I  | N ANI | NUAL PROCUREMENT PLAN?  Yes  |
| 21) ADV  | ERTISEMENT:  |       |  |
| i)       | SPPRA Website (If yes, give date and SPPRA Identification No.)   | Yes   | 35651/2017,  |
|          | (a. y, g a a a a a a a   | No    |  |
| ii)      | News Papers (If yes, give names of newspapers and dates)   | Yes   | YES, Pakistan Today Business English<br>(12-12-2017), Daily Express Urdu<br>(06-12-2017),Daily Jhoongar (07-12-2017) |
|          | • ( )  | No    |  |
| ·        | THE OF CON PAC   |       | Domestay Int.  |
| WAS      | THER QUALIFICATION CRITICAL ON | T\$?  | Yes / No   |
| WAS      | THER BID EVALUATION CRITERIA<br>INCLUDED IN BIDDING / TENDER DOCUMENTS, enclose a copy)  | TS?   | Yes / No   |
|          | THER APPROVAL OF COMPETENT AUTHORITHOD OTHER THAN OPEN COMPETITIVE BIDD  |       | AS OPT OF DEFOR USING A  Yes V No  |
| 26) WAS  | BID SECURITY OBTAINED FROM ALL THE BI  | DDER  | Yes V No   |
|          | THER THE SUCCESSFUL BID WAS LOWEST E BEST EVALUATED BID (in case of Consultancies  |       | ATED Yes V No  |
| •        | THER THE SUCCESSFUL BIDDER WAS TECHN<br>PLIANT?  | NICAL | LY Yes / No  |
|          | THER NAMES OF THE BIDDERS AND THEIR TIME OF OPENING OF BIDS?   | QUOI  | TED PRICES WERE READ OUT AT  Yes   V   No  |
|          | THER EVALUATION REPORT GIVEN TO TRACT?   | BIDD  | ERS BEFORE THE AWARD OF  |
|          | ch copy of the bid evaluation report)  |       | Yes / No   |

AGN.

| Signature & Official Stamp of Authorized Officer  |                                     |
|---|-------------------------------------|
|   | No No                               |
| 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)   | Yes                                 |
| 37) WERE PROPER SAFEGUARDS PROVIDED OF THE CONTRACT (BANK GUARANTEE ETC.)?  | N MC ILIZATE N DVANCE PAYMENT I     |
| 36) WAS A VISIT MADE BY ANY OFFICER/OFFICE SUPPLIER'S PREMISES IN CONNECTION WITH BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) | THE A PROTUREMENT? IF SO, DETAILS T |
| 35) WAS IT ASSURED BY THE PROCURING A BLACK LISTED?   | Yes V No                            |
|   | No NO                               |
| 34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reastles.)   | Yes                                 |
| 34) DEVIATION EPAM CALLED ATION CRITERIA  | No NO                               |
| 33) WAS THE EXTENSION MADE IN RESPONSE TI (If yes, give reasons)  | Yes Yes                             |
| 22) WAS THE EVTENSION MADE IN DESDONSE TO   | No NO                               |
| (If yes, give details)  | Yes                                 |
| 32) ANY DEVIATION FROM SPECIFICATIONS GIV   | EN IN THE TENDER NOTICE / DOCUMENTS |
|   | No NO                               |
| 31) ANY COMPLAINTS RECEIVED (If yes, result thereof)  | Yes                                 |

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

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# **SAY NOT TO CURRUPTION**

# OFFICE OF THE MEDICAL SUPERINTENDENT CHANDKA MEDICAL COLLEGE HOSPITAL

## **LARKANA**

Phone 074-9410718/ 9410314/ 9410317 Fax: 9410708

NO.CMCHL/ (Dev.)/

Dated:

2018

To,

M/s Nexus Consulting & ESS.1.AAR, (Consultant),

Subject:

COSULTANCY SERVICES FOR "MASTER PLANNING, PROJECT MANAGEMENT, ENVIRONMENTAL MANAGEMENT & ALLIED SERVICES INCLUDING MAINTENANCE & REPAIR WORKS AT CHANDKA MEDICAL COLLEGE HOSPITAL LARKANA: SPPRA S.NO.35651

Letter of Award:

| S.No. | Description of Services  |
|-------|--|
| 01    | Master Planning, Up-gradation Of Existing Planning and identification of new projects- Fee will be paid on preparation of PC-1.  |
| 02    | Detailed Engineering Design, Tender Document and Procurement Services for Proposed New Building Works and for Renovation, Repair and Extension of existing buildings, Renovation and Repair of the Existing Buildings including Electrical and Mechanical Design and External Development. |
| 03    | Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services and its procurement documents.  |
| 04    | Construction Supervision of New Civil, Electrical and Mechanical Works and supervision of Maintenance and Repair Works including Bills verification  |
| 05    | Detailed Supervision of Environmental Services / Sanitation and Janitorial Services including bills verification   |
| 06    | Yearly staffing for Maintenance & Repair work on regular basis as mentioned in the contract  |

With reference to above mentioned scope of services you are now advised to commence your work/services within seven working days as per your contract agreement.

MEDICAL SUPERINTENDENT CMC HOSPITAL LARKANA, GOVERNMENT OF SINDH

CC

1. The P.S. to Secretary, Health Department, Govt. of Sindh, Karachi

2. Account Office, CMC Hospital, Larkana, Government of Sindh

3. Office File.

MEDICAL SUPERINTENDENT CMC HOSPITAL LARKANA, GOVERNMENT OF SINDH