



No. PDMA(S)/11(45)/2015 /674

GOVERNMENT OF SINDH

REHABILITATION DEPARTMENT

PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)

BUNGALOW NO: 82, 10<sup>TH</sup> LANE, KHAYABAN-E-HILAL

DHA, PHASE-VI, KARACHI.

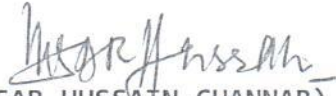
Phone: 021-99332701-2, Fax: 021-99332700

Karachi, dated: 7<sup>th</sup> October, 2016

The Managing Director  
Sindh Public Procurement Regulatory Authority,  
Government of Sindh,  
Karachi.

Subject: - HOISTING OF CONTRACT AGREEMENT REGARDING CONSULTANCY FOR THE ESTABLISHMENT OF SINDH EMERGENCY RESCUE SERVICE 1122 (PHASE-I) ON SPPRA WEBSITE.

I am directed to refer to the subject cited above and to enclose herewith the contract agreement alongwith requisite forms i.e. letter of acceptance, contract evaluation form, BER etc. for information and hoisting the same on SPPRA website.

  
(NISAR HUSSAIN CHANNAR)  
DIRECTOR (OPERATIONS)

Copy to:

1. The Addl. Chief Secretary, P&D Department, GoS, Karachi.
2. The Secretary, Finance Department, GoS, Karachi.
3. The Secretary, Rehabilitation Department, GoS, Karachi.
4. The Director(Ops)/Chairman of the Committee, PDMA Sindh Karachi.
5. Mr. M. Saleem Jalbani, Chief EPR/P&D Department, GoS, Karachi.
6. Mr. Ali Akbar Birhmani, Dy. Secy.(Dev-II), Finance Dept. GoS.
7. The Deputy Director(Tech), PDMA Sindh, Karachi.
8. PS to Director General, PDMA Sindh, Karachi

062709



STAMP OFFICE CITY COURT, KARACHI.

Issued to: Abdul S Qazi

CNIC No. 62601-4762349-1

Vide D.S.R. No. 12 Dt. 30-8-16

On behalf of challan No. 112 Dt. 30-8-16

for the purpose of AYT

Entry No. 12 Dt. 30-8-16

(RUPEES TWENTY FIVE THOUSAND ONLY)

*[Signature]*  
20/8/16  
Officer in Charge



Consultancy Services Contract

Rehabilitation Department

Through Provincial Disaster Management Authority  
Government of Sindh

SINDH EMERGENCY RESCUE SERVICE (1122)

Consultancy Services for Establishment of Sindh Emergency Rescue Services (1122)  
Phase-I



062710



STAMP OFFICE CITY COURT, KARACHI.

Issued to Ahmed S. Qazi  
CNIC No. 45101-4762343-1  
Vide D.S.R. No. 12 Dt. 30-8-16  
On behalf of challan No. 156 Dt. 30-9-16  
for the purpose of Agst  
Entry No. 12 Dt. 30-9-16

(RUPEES TWENTY FIVE THOUSAND ONLY)

*[Signature]*  
20/9/16  
Officer Vendor



Consultancy Services Contract

Rehabilitation Department

Through Provincial Disaster Management Authority  
Government of Sindh

SINDH EMERGENCY RESCUE SERVICE (1122)

Consultancy Services for Establishment of Sindh Emergency Rescue Services (1122)  
Phase-I



STAMP OFFICE CITY COURT, KARACHI.

Issued to Ahmed S Qasbi

CNIC No. 42101-4762343-1

Vide D.S.R. No. 12 Dt. 30-9-16

On behalf of challan No. 150 Dt. 30-9-16

for the purpose of AJT

Entry No. 12 Dt. 30-9-16

(RUPEES TWENTY FIVE THOUSAND ONLY)

*[Signature]*  
*[Signature]*  
 Officer in Charge



Consultancy Services Contract

Rehabilitation Department

Through Provincial Disaster Management Authority  
 Government of Sindh

SINDH EMERGENCY RESCUE SERVICE (1122)

Consultancy Services for Establishment of Sindh Emergency Rescue Services (1122)  
 Phase-I



## CONSULTANCY SERVICES CONTRACT

This Consultancy Services Contract (the "Contract") is entered into at Karachi on this 3<sup>rd</sup> day of October, 2016.

### BY AND BETWEEN:

**REHABILITATION DEPARTMENT THROUGH PROVINCIAL DISASTER MANAGEMENT AUTHORITY GOVERNMENT OF SINDH**, having its office at Bungalow No. 82, 10<sup>th</sup> Lane, Khayaban-e-Hilal, Phase 6, D.H.A, Karachi represented by Mr. Abdul Aleem Lashari the Director (Operations), Provincial Disaster Management Authority (hereinafter referred to as "GoS");

### AND

**Engineering Consultants International (Pvt.) Limited (ECIL)**, a private limited company, incorporated under the laws of Pakistan, having its office at 29, Block 7/8 D.C.H.S, Shakra-e-Faisal, Karachi through Mr. Khalid Mirza (hereinafter referred to as "Lead Advisor") for self and on behalf of **IQ Capital Plus**, a partnership firm working under the Partnership Act 1932, Business & Financial Consulting, having its office at 1<sup>st</sup> Floor, Plot No.26-C, Khayaban-e-Rahat, Commercial Lane 3, Phase VI, D.H.A, Karachi through Mr. Syed Shahnawaz Ahmed Rizvi (hereinafter referred to as "**IQ Capital Plus**"), and **Ahmed & Qazi**, Advocates and Legal Consultants, a partnership firm working under the Partnership Act 1932, having its offices at 402, 403, 404 and 417, 4<sup>th</sup> Floor, Clifton Centre, Block-5, Clifton, Karachi through Naveed Zafar (hereinafter referred to as "**Ahmed & Qazi**")

(GoS, Lead Advisor, IQ Capital and Ahmed & Qazi all the members of Advisory Consortium (defined below) are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**").

### WHEREAS:

- A. The GoS is desirous of establishing Sindh Emergency Rescue Service (1122) Project, Phase-I ("**Project**").
- B. In order to proceed further, GoS is desirous of engaging qualified consultants for conducting the feasibility study and providing the transaction advisory services in relation to the Project in accordance with the terms of reference listed in **Schedule 'A'** of this Contract (the "**Assignment**").
- C. The Advisory Consortium (defined below), led by the Lead Advisor, participated in, and was selected for the Assignment in a competitive bidding process by the issuance of a Request for Proposals (RFP) on 15.05.2016
- D. The Lead Advisor has confirmed to GoS that they have the requisite experience and resources to undertake the Assignment for such consideration and terms given herein below.
- E. GoS has agreed to accept the offer of the Advisory Consortium through the Lead Advisor for undertaking the Assignment.



NOW THEREFORE, the Parties hereto agree as follows:

1. **Definition**

In this Contract, unless the contrary intention appears:

**"Advisory Consortium"** means collectively the members of advisory team for the Project comprising (i) **Ahmed & Qazi**, Advocates and Legal Consultants, a partnership firm working under the Partnership Act 1932, having its offices at 402, 403, 404 and 417, 4th Floor, Clifton Centre, Block-5, Clifton, Karachi (ii) **Engineering Consultants International (Pvt.) Limited (ECIL)**, a private limited company, incorporated under the laws of Pakistan, having its office at 29, Block 7/8D.C.H.S, Shakra-e-Faisal, Karachi (iii) **IQ Capital Plus**, Business & Financial Consulting, a partnership firm working under the Partnership Act 1932, having its office at 1<sup>st</sup> Floor, Plot No.26-C, Khayaban-e-Rahat, Commercial Lane 3, Phase VI, D.H.A, Karachi for the Advisory Consortium, as listed in more detail in **Schedule B**, attached hereto;

**"Contract"** means this contract executed between Rehabilitation Department, through Provincial Disaster Management Authority GoS and the Lead Advisor;

**"Consortium Members"** means and includes members of the Advisory Consortium, appointed under specific terms and to whom, a portion or a part, of the Terms of Reference is allocated or assigned by the Lead Advisor for the purposes of this Contract;

**"SPPRA Rules 2010"** means the Sindh Public Procurement Rules 2010 (as may be substituted or amended from time to time);

**"Terms of Reference"** means work required to be carried out by the Advisory Consortium in relation to the Project, as listed and detailed in **Schedule 'A'** attached hereto;

**"Technical Proposal"** means the technical proposal in connection with the Assignment submitted by the Advisory Consortium on 21-06-2016 and

2. **Terms of Reference**

2.1 GoS hereby appoints the Lead Advisor for the purpose of carrying out of the Assignment and the provision of the services stated in the Terms of Reference and the Advisory Consortium through the Lead Advisor agrees to such appointment for such consideration as set out in Clause 3 below. GoS agrees that specified portions of the Terms of Reference may be delegated by the Lead Advisor to members of the Advisory Consortium. It is further agreed between the Parties that unless the Terms of Reference is amended in writing with the mutual agreement of the Parties, the work to be undertaken by the Advisory Consortium will be restricted to Work as set out in Contract.

3. The approach and methodology outlined in the Technical Proposal submitted by the Advisory Consortium shall be applied for the purposes of any interpretation of the Terms of Reference. If any issue arises regarding interpretation of approach and methodology outlined in the Technical proposal then the Parties will discuss and resolve so as to fulfill the requirement of Assignment.



### 3. Fee and Commencement Date

#### 3.1 Fee

3.1.1 In consideration of the Advisory Consortium providing the services to GoS in terms of this Contract, GoS shall pay an **"Advisory Fee"** of PKR **24,999,000/- (Pak Rupees Twenty Four Million Nine Hundred Ninety Nine Thousand Only)** to the Advisory Consortium. The Advisory Fee due and payable to the Advisory Consortium shall be made within a period of thirty (30) days from the date of completion of the milestone/deliverable and approval of the same by the GoS, specified in **Schedule C** attached hereto.

3.1.2 Any amendment to the Terms of Reference shall only become effective once the Parties have agreed to make amendments/changes (if any) to the Advisory Fee subject to relevant SPPRA Rules 2010, which may occur as a result of such amendment in the Terms of Reference. For avoidance of doubt it is clarified that the agreement between the Parties in relation to the adjustment in the Advisory Fee as a result of any amendment in the Terms of Reference is a condition precedent to the effectiveness of such amended Terms of Reference.

3.1.3 The Advisory Fee due and payable by GoS to the Advisory Consortium shall be a fixed Advisory Fee, subject to any amendments and/or adjustments in the same as a result of a change in the Terms of Reference in accordance with Section 3.1.

#### 3.2 Effective Date

3.2.1 For the purposes of this Contract and the services to be provided hereunder, the effectiveness date for the Assignment shall be the date of signing of this Contract.

#### 3.3 Expiry of the Contract

3.3.1 Unless terminated pursuant to clause 11 below, this Contract shall expire on or before **02 - 09 - 2018** when, pursuant to the provisions hereof, the Services have been completed and the payments of Advisory Fee and any ancillary expenses (if any), have been made. The term of this Contract may be extended with mutual consent of both the Parties

### 4. Warranties

4.1 GoS hereby represents and warrants to the Lead Advisor that it has all the necessary authorization, mandate and capacity to award the Terms of Reference to the Advisory Consortium pursuant to this Contract.

4.2 The Lead Advisor warrants that:

(a) It has, in collaboration with its Consortium Partners, all necessary knowledge base, human and material resources to undertake the Assignment according to the best international practices;



- (b) It has all necessary warranties from Consortium Partners confirming that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Terms of Reference in connection with the Assignment; and
- (c) It has all necessary consent from Consortium Partners to accept the Assignment, abide by the terms of the Contract and that they shall perform their respective parts of work professionally and according to the international best practices.

5. **Communication**

- 5.1 All the significant communication between the Parties shall be in writing delivered through some established credible medium which will include email but deliverables shall be in hard and also in soft copy form.
- 5.2 All of the substantive nature communication between the Parties shall be sent to the following persons without fail in addition to any other person(s) or official(s) the Parties to the agreement may notify each other or the person(s) or official(s) to whom it is necessary and obligatory to send that communication. The respective key contact persons for communication shall be:

<i>For GoS</i>	<i>For and on behalf of the Consortium</i>
<b>Communication/Deliverable/report address to:</b>	<b>Engineering Consultants International (Pvt.) Limited (ECIL)</b>
<b>Name: Mr. Abdul Aleem Lashari</b>	<b>Name: Khalid Mirza</b>
Designation: Director (Operations), Provincial Disaster Management Authority, Government of Sindh	Designation: Chief Executive
Address: Bungalow No. 82, 10 <sup>th</sup> Lane, Khayaban-e-Hilal, Phase 6, D.H.A, Karachi	Address: 29, Block 7/8 D.C.H.S, Shahr- e-Faisal, Karachi
Telephone: +92(21) 99332701-2	Telephone: +92(21) 34542290 - 4
Fax : +92(21) 99332700	Email: khalid.mirza@ecil.com
Email : Telephone: +92(21) 99332701-2	
Fax : +92(21) 99332700	
Email:	

6. **Reporting/Deliverables**

- 6.1 The Lead Advisor shall provide GoS with the following deliverables during the course of the Assignment:-
- Initial Assessment Report
  - Technical Feasibility Report
  - Financial Viability Assessment Report
  - Legal Viability Assessment Report
  - Bid Documentation





- vi. Bid Evaluation
- vii. Supervision
- viii. Training

- 6.2 The outcome of the Project is to complete the Assignment as per the Terms of Reference.
- 6.3 Whilst each submission of the work products shall address different aspects of the Assignment that the Advisory Consortium shall perform, the Final Feasibility Report shall take into consideration the outputs from earlier work products submitted by the Advisory Consortium.
- 6.4 In order to confirm that the Advisory Consortium's reports address all the matters within the agreed Terms of Reference, the Lead Advisor will submit a draft of its reports/plans/models to the GoS for its comments prior to issuing it in final form. If the GoS does not revert with any comments within a period of three(3) weeks from the date of submission by the Lead Advisor of its draft reports/plans/models (as the case may be), the same will be deemed to be accepted by the GoS for the purposes of achievement of the milestones as set down in **Schedule C**, and the Lead Advisor will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) payment for completion of such milestone in accordance with **Schedule C**.

7. **Access**

For undertaking the Assignment, the Advisory Consortium will have the access to and the GoS will make all efforts to provide to it all the relevant and necessary information and documents wherever applicable and possible, which would facilitate the Advisory Consortium in connection with the Assignment.

8. **Assignment and Charges**

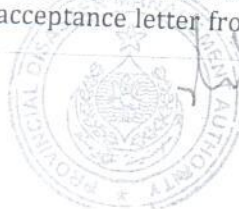
The Lead Advisor shall not assign this Contract or any part hereof except with prior consent in writing of the GoS, which consent the GoS shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Lead Advisor to delegate part of the Terms of Reference to members of the Advisory Consortium, possessing relevant expertise.

9. **Law Governing Contract and Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English. Further, all the correspondence between the Lead Advisor and the GoS and/or the Advisory Consortium and the GoS shall be in English.

10. **Performance Security**

Upon acceptance of bid by GoS for Consultancy Services for the Project and receipt of acceptance letter in this regard, the Lead Advisor shall furnish to the GoS a Performance Security for an amount equivalent to 5% of the Advisory Fee in the form of pay order/demand draft or bank guarantee within a period of 7 (seven) working days of receipts of such acceptance letter from GoS, as per and



in accordance with Rule 39 of the SPPRA Rules 2010. Validity of Performance Security shall extend at least ninety days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.

## **11. Term, Termination And Survival**

### **11.1 Term**

The appointment of the Lead Advisor in terms of this Contract shall automatically terminate upon completion of the services as per the Terms of Reference. During the stated period the Advisory Consortium shall endeavor to facilitate the GoS in the timely completion of all services relating to the Project. In case the Project is not completed within the agreed time, the Advisory Consortium shall request GoS for reasonable extensions with justifications. Upon expiry of the term specified herein, this Contract may be renewed for further services/projects, upon the mutual consent of the Parties.

### **11.2 Termination**

#### **11.2.1 By the GoS**

The GoS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (f) of this clause. In such an occurrence the GoS shall give not less than thirty (30) days' written notice of termination to the Lead Advisor, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Lead Advisor does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the GoS may have subsequently approved in writing.
- b) If the Lead Advisor becomes insolvent or bankrupt.
- c) If the Lead Advisor, in the judgment of the GoS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Advisory Consortium are unable to perform a material portion of the services for a period of not less than sixty (60) days.
- e) If the GoS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Advisory Consortium fails to comply with any final decision reached as a result of arbitration proceedings.

In case of the event referred to in (a), the Lead Advisor shall be liable to the GoS for the performance of the Assignment. Failure in the performance of obligations may lead to termination of Contract along with performance security forfeiture and / or black-listing of Lead Advisor.





#### 11.2.2 By the Lead Advisor

The Lead Advisor may terminate this Contract, by not less than thirty (30) days' written notice to the GoS, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this clause:

- a) If the GoS fails to pay any money due to the Advisory Consortium pursuant to this Contract without Advisory Consortium fault.
- b) Pursuant to clause 27 (Good Faith) hereof within forty-five (45) days after receiving written notice from the Lead Advisor that such payment is overdue.
- c) If, as a result of Force Majeure, the Advisory Consortium is unable to perform a material portion of the Assignment for a period of not less than sixty (60) days.
- d) If the GoS fails to comply with any final decision reached as a result of arbitration proceedings.

#### 11.2.3 Payment upon Termination

Upon termination of this Contract, the GoS shall make the following payment to the Lead Advisor:

Payment for milestones satisfactorily performed as per Contract prior to the effective date of termination;

#### 11.2.4 Survival

Termination of this Contract (a) shall not relieve the Lead Advisor or the GoS of any obligations hereunder which expressly or by implication survives Termination hereof (b) shall not relieve GoS for making payment of the Advisory Fee and other amounts due and payable in terms of this either Party of any obligations that have already arisen or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

### 12. Amendments

This Contract and the Schedules together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

### 13. Notices

Unless otherwise stated, notices to be given under this Contract including but not limited to a notice of waiver of any term, breach of any term of this Contract and termination of this Contract, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered

or transmitted to the Parties at their respective addresses set forth below:

<b><i>For GoS</i></b>	<b><i>For Advisory Consortium</i></b>
<b>Name: Mr. Abdul Aleem Lashari</b>  Director (Operations), Rehabilitation Department through Provincial Disaster Management Authority, Government of Sindh.  Address: Bungalow No. 82, 10 <sup>th</sup> Lane, Khayaban-e-Hilal, Phase 6, D.H.A, Karachi  Telephone: +92(21) 99332701-2 Fax : +92(21) 99332700 Email :	<b>Name: Khalid Mirza</b>  Designation: Chief Executive  Address: 29, Block 7/8 D.C.H.S, Shakra- e-Faisal, Karachi  Telephone: +92(21) 34542290 - 4 Email: khalid.mirza@ecil.com

Or such mail address, telephone number, telex number, or email address as may be duly notified by the respective Parties from time to time.

**14. Severability**

If for any reason whatever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

**15. Joint and Several Liability**

The Consortium Advisory shall be jointly and severally liable to the GoS for all of their performance obligations towards completion of the Project.

**16. Fraud and Corruption**

- A. If the GoS determines that the Lead Advisor and/or its Personnel, sub-contractors, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the GoS may, after giving 14 days' notice to the Lead Advisor, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPRA Rules 2010. Any personnel of the Advisory Consortium, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with clause 26.





### **Integrity Pact**

- B. If the Advisory Consortium or any of its Consortium Members, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Lead Advisor as **Appendix-A** to this Contract, then the GoS shall be entitled to:
- a) recover from the Lead Advisor 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 Consortium Members, agents or servants;
  - b) terminate the Contract; and
  - c) Recover from the Lead Advisor any loss or damage to the GoS as a result of such termination or of any other corrupt business practices of the Lead Advisor or any of its Consortium Members, agents or servants.

On termination of the Contract under this sub-Clause 16 (B), the Lead Advisor shall proceed in accordance with Sub-Clause 16 A. Payment upon such termination shall be made under Sub-Clause 16 A after having deducted the amounts due to the Client under 16 B Sub-Para (a) and (c).

### **17. Performance Standard**

The Lead Advisor undertakes to perform the Assignment with the highest standards of professional and ethical competence and integrity. The Lead Advisor shall promptly replace any employees assigned under this Contract that the GoS considers unsatisfactory.

### **18. Confidentiality**

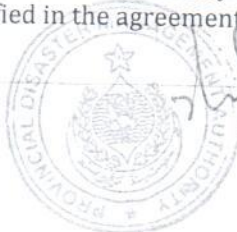
The Lead Advisor shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Assignment, this Contract or the GoS's business or operations without the prior written consent of the GoS.

### **19. Ownership of Material**

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

### **20. Advisory Consortium Not to be Engaged in Certain Activities**

The Lead Advisor agrees that, during the term of this Contract and after its termination, the Lead Advisor and any entity affiliated with the Advisory Consortium, shall be disqualified from providing goods, works or services (other than the Assignment or any continuation thereof) for any Project resulting from or closely related to the services specified in the agreement.



21. **Advisory Consortium not to Benefit from Commissions, Discounts, etc.**

The payment of the Lead Advisor pursuant to this Contract shall constitute the Lead Advisor's only payment in connection with this Contract or the Services, and the Advisory Consortium 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 Advisory Consortium shall use their best efforts to ensure that the Personnel, any Consortium Members, and agents of either of them similarly shall not receive any such additional payment.

22. **Prohibition of Conflicting Activities**

The Lead Advisor shall not engage, and shall cause its personnel as well as its Consortium Members and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

23. **Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the services under this Contract shall be increased or decreased accordingly by agreement between the Parties.

24. **Force Majeure**

The failure on the part of the Parties to perform their obligation under the Contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the Parties

25. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

26. **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.

27. **Lead Advisor's Actions Requiring GoS's Prior Approval**

The Lead Advisor shall obtain the GoS's prior approval in writing before taking any of the following actions:





- a) entering into a subcontract for the performance of any part of the Assignment;
- b) appointing such members of the Personnel not listed by name in **Schedule-B** (the "Project Team");

**28. Removal and / or Replacement of Personnel**

- a) Except as the GoS may otherwise agree, no changes shall be made in the key professional staff. If, for any reason beyond the reasonable control of the Advisory Consortium, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the key professional staff, the Lead Advisor shall provide as a replacement a person of equivalent or better qualifications.
- b) If the GoS finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Lead Advisor shall, at the GoS's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the GoS.
- c) The Lead Advisor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**29. Good Faith**

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

**30. Settlement of disputes**

In the event of any dispute or claim arising out of or relating to this Contract or a breach hereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the parties. If the Parties fail to settle the dispute or claim at the expiration of thirty (30) days from the date of such dispute or claim, the matter will be referred to a sole arbitrator to be appointed with the mutual consent of the Parties within fifteen (15) days from the date of receipt of a notice of arbitration served by any Party hereto. In case the Parties fail to agree on sole arbitrator within the said period, the matter shall be referred to two arbitrators, one to be appointed by each of the Parties to dispute and to an Umpire to be appointed by the arbitrators before entering upon the reference. The sole arbitrator or the arbitrators and Umpire shall proceed to arbitrate in accordance with and subject to the provisions of the Arbitration Act 1940 or any statutory modification or reenactment thereof for the time being in force.

**The Parties agree that:**

- (a) All arbitration proceedings will take place in the jurisdiction of province of Sindh.



- (b) Except as may be required by law, neither a party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all Parties.

**31. Arbitration**

The language of the arbitration shall be English.

- (a) It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 days from the date the arbitrator is appointed. The arbitral tribunal may extend this limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- (b) The decision of such arbitration to award or awards made by such arbitrators and Umpire shall be final and binding upon the Parties hereto without appeal to any court or other party (s),
- (c) Pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Contract;
- (d) This clause shall continue in force notwithstanding the termination of this Contract; and
- (e) Resort to arbitration shall be a condition precedent to any legal proceedings through a court of Law.

Should arbitration occur between the parties relating to the provisions of this Contract, each Party shall bear its arbitration expenses, witness and representation fees.

**32. Schedules to the Contract**

The following schedules shall form the integral part of this Contract:

- Schedule A -Terms of Reference
- Schedule B -Project Team
- Schedule C -Deliverables and Payments
- Schedule D -Time Plan

**IN WITNESS WHEREOF** the Parties have executed and delivered this Contract as of the date first above written.

[Signature Page Follows]





FOR AND ON BEHALF OF  
REHABILITATION DEPARTMENT  
THROUGH PROVINCIAL DISASTER  
MANAGEMENT AUTHORITY

Signature

Director (Operations) Rehabilitation  
Department through Provincial Disaster  
Management Authority



In presence of the following  
witnesses:

1)

Signature: Nisar Hussain Channar

Name: NISAR HUSSAIN CHANNAR

CNIC No: 44204-2233213-9

2)

Signature: Riaz Ali Maitlo

Name: Riaz Ali Maitlo

CNIC No: 45202-8345790-5

FOR AND ON BEHALF OF  
ENGINEERING CONSULTANTS  
INTERNATIONAL (PVT.) LIMITED

Signature

Mr. Khalid Mirza  
Designation: Chief Executive  
CNIC No.: 42201-3975974-3



In presence of the following  
witnesses:

1)

Signature: M. Anwar Khurshid

Name: M. ANWAR KHURSHID

CNIC No: 42201-2184669-1

2)

Signature: Amjad Mirza

Name: Amjad Mirza

CNIC No: 42000-0542968-5

## SCHEDULE A- TERMS OF REFERENCE

### 1.1 Terms of Reference

#### 1.1.1 Phase 1: Feasibility shall include but not limited to the following components:

##### 1.1.1.1 Initial Assessment

- a. Preparation of concepts regarding the Rescue 1122
- b. Study existing Rescue system 1122 and models in Pakistan and region. Assessment of the current emergency system held with various organizations in Sindh and propose way forward of integrating these with the Rescue 11 22 Project
- c. Need Analysis

##### 1.1.1.2 Technical Feasibility

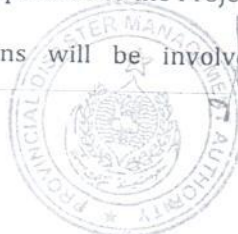
- a. Compilations of the primary data regarding the availability of the resources at field level
- b. Data collection and physical survey and propose an appropriate locations (sites) wherein DERO, SS and AFU will established
- c. Preparation of initial working paper and surveying results
- d. Assisting client to prepare strategies and developing an integrated management of plan for process
- e. Carryout the initial environment examination (IEE) of the Project considering all aspects of environment
- f. Prepare the Master Plan for Sindh Emergency Rescue Service 1122 Project (Phase-I).
- g. Detailed Design of the Project facility
- h. Identify and propose the kind of and list of the emergency equipment which shall be required and be used by the rescue teams

##### 1.1.1.3 Financial Viability Assessment

- a. Prepare cost estimates for construction/development, allied facilities and operations & maintenance cost estimates;
- b. Prepare PC-I for the Project

##### 1.1.1.4 Legal Viability Assessment

- a. Analysis of legal framework applicable to the Project.
- b. What laws, rules, regulations will be involved in the Project





implementation? and draft law, rules or regulations if required.

- c. What kind of District, Provincial and Federal approvals are required for establishing the Project?

1.1.2 **Phase 2: Transaction Advisory** shall include but not limited to the following components:

1.1.2.1 **Bid Documents**

- a) Prepare Expression of Interest (the 'EOI'), pre-qualification criteria, Request for Proposal (the RFP) documents, agreements and Project information memorandum for bidders;
- b) Assist the Procuring Agency to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by holding a pre-bid conference(s)

1.1.2.2 **Bid Management**

- a) Assist the Procuring Agency to evaluate the bids
- b) Assist initial negotiation with preferred party

1.1.2.3 **Supervision**

- a) Supervision of construction works, if any, at field level;
- b) Inspection and testing of construction works;
- c) Monthly reporting (progress reports) on Project implementation and attend Project relevant meetings/conferences to assist Procuring Agency

1.1.2.4 **Training**

- a) Assist the Procuring Agency in the recruitment process to hire staff for the Project
- b) Assist the Procuring Agency to provide training to the staff with reference to the rescue and response team

**Note:** The Transaction Advisor would be responsible to undertake all related surveys needed for preparation of feasibility study report.



# SCHEDULE B - PROJECT TEAM

NAME	DESIGNATION	ORGANIZATION
Mr. NAEEM ZARRAR AHMAD	Team Lead – Technical	<b>Engineering Consultants International (Pvt.) Limited</b>  Engineering & Technical – Lead Advisor
Mr. TAHIR MUNIR MINHAS	Disaster management expert-I	
PROFESSOR AMIR NAWAZ KHAN	Disaster management expert-II	
Mr. FAHEEM AHMED QURESHI	Support For Disaster Management And Rescue Management	
DR. MUHAMMAD IJAZ ANJUM	Rescue Management Expert-I	
Mr. KAMRAN MUNIR	Trainings Expert	
Mr. MUHAMMAD RIAZ AJMAL	Rescue Management Expert-II	
Mr. MUHAMMAD ASHRAF SULEMANY	Infrastructure / Building Expert	
Mr. SYED NADEEM ARIF	Environmental Specialist	
Mr. SYED SHAHNAWAZ AHMED RIZVI	Financial Team Leader	<b>IQ Capital Plus</b> Business & Financial Consulting
Mr. ASIF HAIDER MIRZA	Financial Specialist	
Mr. AMJAD MURTAZA	Focal Person	
Mr. NAVEED ZAFAR	Legal Expert	<b>Ahmed &amp; Qazi</b> Advocates and Legal Consultants

The engagement will be carried out under the overall supervision of the Lead Advisor, who will be the Engagement Partner for the Project.

The principal GoS contact for this engagement will be the Lead Advisor, who has been given overall responsibility for the performance of the obligations under this Contract and coordinating with the Lead Advisor in the performance of their Assignment.





# **SCHEDULE C - DELIVERABLES AND PAYMENTS**

S. No	Activities and Milestones	Mode of Payment		
		Percentage (%)		Amount (PKR)
1	Initial Assessment Report		10	2,499,900
2	Technical Feasibility Report		20	4,999,800
3	Financial Viability Assessment Report		10	2,499,900
4	Legal Viability Assessment Report		10	2,499,900
5	Bid Documents		20	4,999,800
6	Bid Management		10	2,499,900
7	Supervision		10	2,499,900
8	Training		10	2,499,900
	<b>TOTAL</b>			<b>24,999,000/-</b>

## **Notes:**

- Payment is due on achievement of each milestone as per Contract, (shown in bold above), however, milestones do not directly relate to the actual cost of the activity stated.
- In case any delay occurs in proceeding with the consultancy services for more than two months, beyond the control of consultants, then payments for the completed components of the milestones are to be made by the GoS.
- The above mentioned payment is inclusive of all applicable Govt. taxes



# SCHEDULE D- TIME PLAN

S. No.	Phase-1: Feasibility	Timeline
1	Initial Assessment Report	T + 1 Month
2	Technical Feasibility Report	T + 3 Month
3	Financial Viability Assessment Report	T + 4 Month
4	Legal Viability Assessment Report	T + 4 Month
	Phase-2: Transaction Advisory	Timeline
5	Bid Document	T + 5 Month
6	Bid Management	-
7	Supervision	-
8	Training	-

\*T = from the signing of the consultancy contract  
6, 7 and 8 will be done once approved from policy board for implementation

km



Handwritten signature



## INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE  
SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS 24.999  
MILLION OR MORE**

Contract No.: \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 Contract Value: PKR 24,999,000/= \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

Engineering Consultants International (Pvt.) Limited ("ECIL") hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

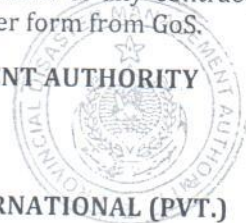
Without limiting the generality of the foregoing, ECIL represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly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

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

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

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

Name of Buyer: **PROVINCIAL DISASTER MANAGEMENT AUTHORITY**  
 Signature: \_\_\_\_\_ (SEAL)  
 Name of Seller/Supplier: **ENGINEERING CONSULTANTS INTERNATIONAL (PVT.) LIMITED**  
 Signature: \_\_\_\_\_ (SEAL)





No. PDMA(S)/11(45)/2015/ 638

GOVERNMENT OF SINDH

REHABILITATION DEPARTMENT

PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)

BUNGLOW NO.82, 10<sup>TH</sup> LANE, KHAYABAN-E-HILAL,

DHA PHASE-VI, KARACHI.

Phone: 021-99332701-2, Fax: 021-99332700

Karachi, dated: 25<sup>th</sup> September, 2016

M/s Engineering Consultants International Ltd.  
(Consortia Lead Member),  
29 Block 7/8, D.C.H.S Shahrah-e-Faisal,  
Karachi.

Subject: - LETTER OF ACCEPTANCE - EXTENSION OF DATE

Please refer to your office letter No.ECIL/PDMA/2016/1585 dated 24<sup>th</sup> September 2016 regarding Transaction Advisory/Consultancy Services for "Sindh Emergency Rescue Service (1122) Phase-I Karachi" project for the acceptance of contract amounting to Rs.24.99 Million by this Authority, under Rule-66(10) of SPPR-2010.

As per request the extension of further 7 days for finalizing of consultancy agreement and submission of performance security is hereby granted.

You are hereby requested to furnish the performance security as well as sign the consultancy agreement within stipulated time as mentioned above.

(ABDUL ALEEM LASHARI)  
DIRECTOR (OPERATIONS)/  
CHAIRMAN CONSULTANT SELECTION  
COMMITTEE

C.C:

1. PS to Secretary, Rehabilitation Department, GoS, Karachi.
2. PS to Director General, PDMA Sindh, Karachi.



Ref: ECIL/PDMA/2016/1585  
 Date: September 24<sup>th</sup>, 2016.

Director (Operations) /  
 Chairman Consultant Selection Committee,  
 Rehabilitation Department,  
 Provisional Disaster Management Authority (Sindh),  
DHA Karachi.

Subject: Transaction Advisory Services / Consultancy Services for "Sindh  
 Emergency Rescue Service (1122) Phase – I Karachi

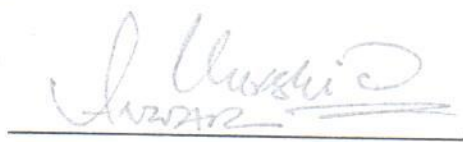
Reference: Your letter no. PDMA(S)/11(45)/2015/630 dated: September 19<sup>th</sup>, 2016.

Dear Sir,

We are thankful for the acceptance of our bid for the subject project.

The required Performance Security and the Consultancy Agreement are under process and will be submitted as soon as they are finalized. Kindly extend the stipulated submission time period of the said documents for 15 days.

Thanking you,



**ENGINEERING CONSULTANTS INTERNATIONAL (PVT.) LTD.**  
 (Consortium Lead Member)

Copy to:

1. PS to Secretary, Rehabilitation Department GOS, Karachi
2. PS to Director General, PDMA Sindh, Karachi

**ENGINEERING CONSULTANTS INTERNATIONAL (PVT.) LTD.**



Corporate Office:

29, Block 7/8,  
 Darul Aman Housing Society,  
 Sharaf Faisal, Karachi - 75350,  
 Voice: +92.21.3454 2290 (4 Lines)  
 +92.21.3430 2271 (5 Lines)  
 Fax: +92.21.3454.5255  
 Address: info@ecil.com  
 URL: http://www.ecil.com

Islamabad office:

23-A, Bhattai Road,  
 Sector F-7/1, Islamabad - 44000  
 Voice: +92.51.265.1993 (3 Lines)  
 Fax: +92.51.265.1996

OVERSEAS OFFICES

HOUSTON, U.S.A  
 Voice: (713) 589.4941  
 Fax: (713) 995.4744  
 Voice Mail: (713) 589.6419  
 DUBAI, UAE  
 Voice: +971.4.259.5224  
 Fax: +971.4.259.5228  
 ABU DHABI  
 Voice: +971.2.553.7761  
 Fax: +971.2.553.7762



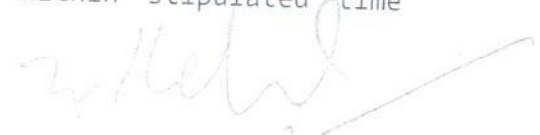
No. PDMA(S)/11(45)/2015/630  
GOVERNMENT OF SINDH  
REHABILITATION DEPARTMENT  
PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)  
BUNGLOW NO.82, 10<sup>TH</sup> LANE, KHAYABAN-E-HILAL,  
DHA PHASE-VI, KARACHI.  
Phone: 021-99332701-2, Fax: 021-99332700  
Karachi, dated: 19<sup>th</sup> September, 2016

M/s Engineering Consultants International Ltd.  
(Consortia Lead Member),  
29 Block 7/8, D.C.H.S Shahrah-e-Faisal,  
Karachi.

Subject: - LETTER OF ACCEPTANCE.


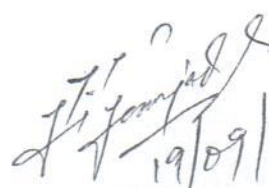
This is to inform you that your bid dated 06.06.2016 for Transaction Advisory Services/Consultancy Services for "Sindh Emergency Rescue Service (1122) Phase-I Karachi" project for the accepted contract amount of PKR 24.99 Million is hereby accepted by Provincial Disaster Management Authority, Rehabilitation Department, Government of Sindh under Rule-66(10) of SPPR-2010.

You are requested to furnish the performance security within 07 days and sign the consultancy agreement within stipulated time mentioned above.

  
(ABDUL ALEEM LASHARI)  
DIRECTOR (OPERATIONS)/  
CHAIRMAN CONSULTANT SELECTION  
COMMITTEE

C.C:

1. PS to Secretary, Rehabilitation Department, GoS, Karachi.
2. PS to Director General, PDMA Sindh, Karachi.

  
  
19/09/2016



## 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. REHABILITATION DEPARTMENT THROUGH PROVINCIAL  
DISASTER MANAGEMENT AUTHORITY (PDMA)
- 2) PROVINCIAL / LOCAL GOVT./ OTHER PROVINCIAL
- 3) TITLE OF CONTRACT CONSULTANCY FOR EST. OF RESCUE 1122 SERVICES
- 4) TENDER NUMBER INF/KRY-2475/16
- 5) BRIEF DESCRIPTION OF CONTRACT CONSULTANCY SERVICES FOR EST. RESCUE 1122 SER.
- 6) FORUM THAT APPROVED THE SCHEME PLANNING & DEVELOPMENT DEPARTMENT, GOS
- 7) TENDER ESTIMATED VALUE RS.20.00 MILLION
- 8) ENGINEER'S ESTIMATE NOT APPLICABLE  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 6 MONTHS
- 10) TENDER OPENED ON (DATE & TIME) 1200 HOURS 21ST JUNE 2016
- 11) NUMBER OF TENDER DOCUMENTS SOLD NOT KNOWN- DOC MADE AVAILABLE ON PDMA WEB  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03 (THREE)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03 (THREE)
- 14) BID EVALUATION REPORT COPY ENCLOSED  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S ECIL 29 BLOCK 7/8 DCHS, SH-FAISAL, KHI
- 16) CONTRACT AWARD PRICE RS.24.99 MILLION
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1ST  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☐ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☒
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

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

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

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

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

21) ADVERTISEMENT :

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

Yes	13TH MAY 2016 SPPRA ID 2147483647
No	

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

Yes	DAILY DAWN, JANG, AWAMI AWAZ, UMMAT DATED 13TH MAY 2016 DAILY KAWISH 14TH MAY 2016
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

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

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

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

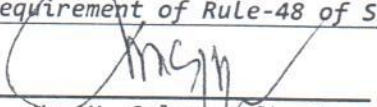


## Bid Evaluation Report

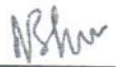
1. Name of Procuring Agency: Rehabilitation Department through Provincial Disaster Management Authority (PDMA).
2. Tender Reference No: INF/KRY-2475/16
3. Tender Description/Name of work/item: RFP-Consultancy for Establishment of Sindh Emergency Rescue Service (1122) project (Phase-I).
4. Method of Procurement: Least Cost Selection Method (LCSM)
5. Tender Published: Daily Dawn (13-05-2016), Kawish (14-05-2016), Daily Jang Urdu (13-05-2016), Daily Awami Awaz (13-05-2016), Daily Ummat(13-05-2016)
6. Total Bid documents Sold; N/A
7. Total Bids Received: Three Bid Proposals received (M/s Aman Foundation, M/s SI Global Solutions (Pvt) Limited (lead firm) consortium and M/s ECIL (Lead firm) consortium
8. Technical Bid Opening date: (if applicable) 21<sup>st</sup> June 2016
9. No. of Bid technically qualified (if applicable): One – (M/s ECIL Consortium)
10. Bid(s) Rejected: 02 (M/s Aman Foundation, M/s SI Global Solutions (Pvt) Limited (lead firm) consortium)
11. Financial Bid Opening date: 21<sup>st</sup> July, 2016
12. Bid Evaluation Report:

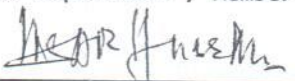
S. No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	M/s ECIL Consortium	Rs. 24.99 Million /-	Only one	25% above the estimated cost. (i.e. Rs. 20 Million)	Got above minimum technical score (80%)	Being the only successful bidder, hence accepted for award of contract subject to the revision of PC-II

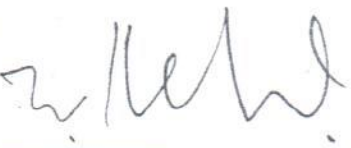
*Note: Since the only bidder qualified for Financial opening of his bid, hence rate(s) quoted by the bidder was checked and verified with the market price, as per requirement of Rule-48 of SPPRA and was found comparatively reasonable.*

  
Mr. M. Saleem Dalbani  
Chief EPR  
P&D Department / Member

  
Mr. M. Aslam Laghari  
Deputy Director (Tech) PDMA  
/ Member

  
Mr. Akbar Ali Birhmani  
Deputy Secretary (Dev-II)  
Finance Department / Member

  
Mr. Nisar Hussain Channar  
Deputy Director (HQ&C) PDMA /  
Member

  
Abdul Aleem Lashari  
Director (Operations) PDMA /  
Chairman

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	THE QURIES / GRIEVANCE RAISED BY M/S SI GLOBAL PVT. LTD. (BIDDER) WERE DULY ADDRESSED.
No	

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

Yes	
No	NO

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

Yes	ON THE REQUEST OF THE BIDDER REGARDING SIGNING AGREEMENT THE DATE WAS EXTENDED.
No	

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

Yes	
No	NO

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

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

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

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

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

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

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	NO

Signature & Official Stamp of  
Authorized Officer



FOR OFFICE USE ONLY

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

Print

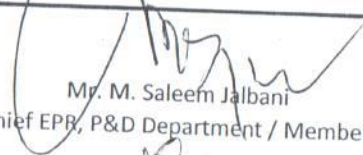
Save

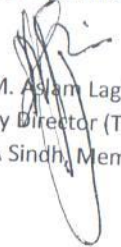
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## BASIC ELIGIBILITY CRITERIA

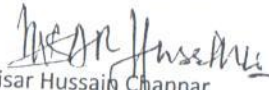
S. No	Eligibility Criteria	KPMG	Aman Foundation	ECIL
1	2.16.1 Registration with Sindh Revenue Board or relevant tax authority (In case of Consortium, every consortium member firm should provide a copy of registration with Sindh Revenue Board or relevant tax authority).	Submitted	Absent	Submitted
2	2.16.2 Registration with relevant professional body	Submitted	Absent	Submitted
3	2.16.5 The Bidder is not black listed by any Procuring Agency / GoS. An affidavit from consultant shall be signed and submitted with technical proposal (In case of consortium, every consortium member firm should provide affidavit) (section 8).	Submitted	Absent	Submitted
4	2.16.6 For a consortium to be eligible for bidding, every consortium member firm should place at least one (1) Key Professional Staff.	Submitted	N/A	Submitted

  
Mr. M. Saleem Jalbani  
Chief EPR, P&D Department / Member

  
Mr. M. Aslam Laghari  
Deputy Director (Tech)  
PDMA Sindh, Member

  
Mr. Abdul Aleem Lashari  
Director (Operations), PDMA Sindh  
Chairman

  
Mr. Akbar Ali Birkhmani  
Deputy Secretary (Dev-II)

  
Mr. Nisar Hussain Channar  
Deputy Director (HQ&C)  
PDMA Sindh, Member

Summary	# of firms
100 points	0
80 - 100 points	1
50 - 79 points	1
50 points	0
below 50 points	0
<b>Total</b>	<b>2</b>

# EVALUATION OF TECHNICAL PROPOSALS FOR TRANSACTION ADVISORY, RESCUE 1122

Details	SI Global	ECIL
<b>Firm's Relevant Experience</b>	<b>Total</b>	<b>Score</b>
- <b>Transaction Advisory Experience for PPP projects or public sector projects</b> (1 Project = 2 points, 2 Projects = 4 points, 3 Projects = 6 points, Greater than or equal to 4 Projects = 8 points)	8.00	4.00
- <b>Feasibility study experience of emergency or rescue projects</b> (1 Project = 2 points, 2 Projects = 4 points, 3 Projects = 6 points, 4 Projects = 8 points, 5 Projects = 10 points, 6 Projects = 12 points, 7 Projects = 14 points, Greater than or equal to 8 Projects = 16 points)	16.00	16.00
- <b>Consultancy experience for setting up Disaster management / supervision programs</b> (1 Project = 2 points, 2 Projects = 4 points, 3 Projects = 6 points, 4 Projects = 8 points, 5 Projects = 10 points, 6 Projects = 12 points, 7 Projects = 14 points, Greater than or equal to 8 Projects = 16 points)	16.00	16.00
<b>Sub-Total Firms Relevant Experience</b>	<b>40.00</b>	<b>36.00</b>
<b>Key Professional Staff</b>		
<b>Financial Team</b>		
Financial Specialist	10.00	10.00
<b>Technical Team</b>		
Disaster Management Expert-I	5.00	1.70
Disaster Management Expert-II	5.00	1.25
Rescue Management Expert-I	5.00	3.80
Rescue Management Expert-II	5.00	3.80
Infrastructure & Building Expert	5.00	4.50
Environment Specialist	5.00	4.35
<b>Legal Team</b>		
Legal Expert	10.00	10.00
<b>Sub-Total Key Professional Staff</b>	<b>50.00</b>	<b>39.40</b>
<b>Financial Capability</b>		
- <b>Annual Turnover</b> (PKR 40 million = 4 points, PKR 30 million = 3 points, PKR 20 million = 2 points, PKR 10 million = 1 point)	4.00	4
<b>Appreciation of TOR and understanding of the assignment</b>	2.00	1.00
<b>Approach and Methodology</b>	2.00	2.00
<b>Work Plan and Manning Schedule</b>	2.00	2.00
<b>Sub-Total</b>	<b>10.00</b>	<b>9.00</b>
<b>Total</b>	<b>100.00</b>	<b>84.40</b>

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# W/SI GLOBAL CONSORTIUM

3. SI Global - Lead Member (IT Technical Consulting Firm)
1. KPMG - Financial Consulting Member
2. HaidermotaBNR - Legal Member
4. NTG Pakistan - IT Technical Consulting Member
5. EMC Pakistan - Civil Engineering Consulting Member

## Firm's Relevant Experience

- Transaction Advisory experience of PPP or public sector projects
- Feasibility study of emergency or rescue projects
- Consultancy experience for setting-up Disaster Management / supervision programs

## Maximum Points

## No. of Projects

## Points obtained

8

10

8.00

16

6

12.00

16

0

0.00

## BREAK-UP

Consortium Members (3 projects KPMG, 7 HMCO, 0 SI, 0 SCC, 0 EMC)

Consortium Members (0 projects KPMG, 0 HMCO, 0 SI, 6 SCC, 0 EMC)

Consortium Members (0 projects KPMG, 0 HMCO, 0 SI, 0 NTG, 0 EMC)

## Key Professional Staff

- Financial Team
- Financial Specialist

10

KPMG

10.00

- Technical Team

- Disaster Management Expert-I
- Disaster Management Expert-II
- Rescue Management Expert-I
- Rescue Management Expert-II
- Infrastructure & Building Expert
- Environment Specialist

5

SCC Global

4.70

5

SCC Global

2.90

5

SCC Global

3.20

5

SCC Global

3.60

5

SI Global

4.25

5

EMC

4.50

- Legal Team
- Legal Expert

10

HMCO

7.50

## Financial Capability

- \* Annual Turnover

4

0.00

## Appreciation of TOR and Understanding of assignment

2

1.00

## Proposed Methodology

2

2.00

## Work Plan and Manning Schedule

2

2.00

## TOTAL SCORE

100

## TOTAL POINTS OBTAINED

65.65

## Financial

	Name	Qualification	years with firm	Years experience	Points
2	Ali Asgher	CA (25 points)	16 (5 points)	16 (70 points)	100

## Technical

	Name	Qualification	years with firm	Years experience	Points
1	Iain Stewart	MS (20 points)	4 (4 points)	25 (70 points)	94
2	Khalid Tareen	MBA (0 points)	1 (2 points)	10 (56 points)	58
3	David Nicholas HALCOVITCH	MS (20 points)	1 (2 points)	08 (42 points)	64
4	Ahsan Bokhari	(0 points)	1 (2 points)	25 (70 points)	72
5	Lt. Col. Minhaj ul Hasan	BE (15 points)	0 (0 points)	28 (70 points)	85
6	Syed Nadeem Arif	BE (15 points)	19 (5 points)	24 (70 points)	90

## Legal

1	Ali Asgher Khan	BVC (0 points)	10 (5 points)	12 (70 points)	75
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Chairman

# M/S ECIL CONSORTIUM

1. ECIL - Lead Member (Technical Consulting Firm)

2. Ahmed & Qazi - Legal Member

3. IQ Capital Plus - Financial Consulting Member

## Firm's Relevant Experience

- Transaction Advisory experience of PPP or public sector projects
- Feasibility study of emergency or rescue projects
- Consultancy experience for setting-up Disaster Management / supervision programs

## Maximum Points

## No. of Projects

## Points obtained

## Qualification, Employment with the firm & Relevant Experience

## Key Professional Staff

- Financial Team  
Financial Specialist

- Technical Team  
Disaster Management Expert-I  
Disaster Management Expert-II  
Rescue Management Expert-I  
Rescue Management Expert-II  
Infrastructure & Building Expert  
Environment Specialist

- Legal Team  
Legal Expert

## Financial Capability

- Annual Turnover

## Appreciation of TOR and Understanding of assignment

## Proposed Methodology

## Work Plan and Manning Schedule

## TOTAL SCORE

100

## TOTAL POINTS OBTAINED

84.40

## BREAK-UP

Consortium Members (0 projects ECIL, 1 A&Q, 1 IQ)

Consortium Members (11 projects ECIL, 0 A&Q, 0 IQ)

Consortium Members (18 projects ECIL, 0 A&Q, 0 IQ)

Financial					
	Name	Qualification	years with firm	Years experience	Points
1	Asif Haider Mirza	CA (25 points)	6 (5 points)	22 (70 points)	100
Technical					
	Name	Qualification	years with firm	Years experience	Points
1	Tahir Munir Minhas	MS (20 points)	0 (0 points)	4 (14 points)	34
2	Amir Nawaz Khan	PHD (25 points)	0 (0 points)	0 (0 points)	25
3	Dr. M Ijaz Anjum	MBBS (20 points)	0 (0 points)	11 (56 points)	76
4	M Riaz Ajmal	MS (20 points)	0 (0 points)	11 (56 points)	76
5	M Ashraf Sulemany	BE (15 points)	33 (5 points)	33 (70 points)	90
6	Syed Nadeem Arif	BE (15 points)	2 (2 points)	24 (70 points)	87
Legal					
1	Nadeem Ahmed	LLM (25 points)	16 (5 points)	16 (70 points)	100

248,371,944

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Department / Member

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Deputy Director (Tech)  
PDMA Sindh, Member

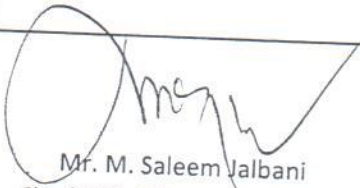
Mr. Akbar Ali Birhmani  
Deputy Secretary (Dev-II)  
Finance Department, Member

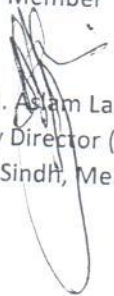
Mr. Nisar Hussain Channar  
Deputy Director (HQ&C)  
PDMA Sindh, Member

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Director (Operations), PDMA Sindh  
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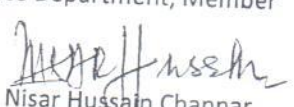


Firm	Total Score	Score Obtained
SI GLOBAL	100	65.65
ECIL	100	84.4

  
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 Finance Department, Member

  
 Mr. Nisar Hussain Channar  
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 Mr. Abdul Aleem Lashari  
 Director (Operations), PDMA Sindh  
 Chairman

TRANSACTION ADVISORY SERVICES  
SINDH EMERGENCY RESCUE 1122 PROJECT

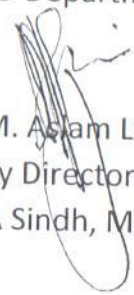
LEAST COST

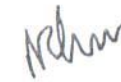
	ECIL	
Financial Bid Price	24.99 Million	-

Preferred Bidder


  
Mr. M. Saleem Jalbani

Chief EPR, P&D Department / Member

  
Mr. M. Aslam Laghari  
Deputy Director (Tech)  
PDMA Sindh, Member



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Deputy Secretary (Dev-II)

  
Mr. Nisar Hussain Channar  
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Mr. Abdul Aleem Lashari  
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Chairman





No. PDMA(S)/ 11 (45) / 15 / 467  
GOVERNMENT OF SINDH  
REHABILITATION DEPARTMENT  
PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)  
BANGLOW NO: 82, LANE 10<sup>th</sup>, KHAYABAN-E-HILAL  
DHA, PHASE -VI, KARACHI.  
Phone: 021-99332701-2, Fax: 021-99332700  
Karachi dated: 25<sup>th</sup> July, 2016.

MINUTES OF THE MEETING FOR APPROVAL OF TECHNICAL EVALUATION AND OPENING OF THE FINANCIAL PROPOSAL OF TRANSACTION ADVISORY / CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF SINDH EMERGENCY SERVICE RESCUE 1122 PROJECT (PHASE-I, KARACHI).

A meeting of the 'Consultant Selection Committee' for consultancy for the establishment of Sindh Emergency Rescue Service 1122 Project (Phase-I, Karachi) was held in the Committee Room of PDMA Sindh Head Office for approval of evaluation of technical proposals, made by the Committee and the opening of Financial Bids of Transaction Advisory / Consultancy Services for the establishment of Sindh Emergency Rescue Services 1122 Project on 21<sup>st</sup> July, 2016. Following (all members) attended the meeting:

- |   |           |
|---|-----------|
| 1. Abdul Aleem Lashari, Director(Ops), PDMA Sindh               | Chairman. |
| 2. Muhammad Saleem Jalbani, Chief EPR, P&D Department, GoS,     | Member.   |
| 3. Akbar Ali Brahmani, Dy. Secretary(Dev-II), Finance Dept. GoS | Member.   |
| 4. M. Aslam Leghari, Dy. Director(Tech), PDMA Sindh             | Member.   |
| 5. Nisar Hussain Channar, Deputy Director(HQ&C), PDMA Sindh     | Secretary |

2. The chair welcomed the participants and asked Secretary of the Committee to brief members of the Committee as well as to the participants, of the proceedings for Transaction Advisory/ Consultancy Services for Rescue 1122 as well as the basic eligibility criteria and technical evaluation as per RFP for eligible bidders.

3. The Secretary of the Committee briefed the participants about the eligibility criteria, the scoring system and the marks obtained as per RFP criteria by the bidders.

4. He briefed the participants that the bid of Aman Foundation was found ineligible as per basic eligibility criteria under clause 2.16 of RFP.

The bids of the remaining two Consortia members i.e. M/S SI Global (Lead Member) and M/S ECIL (Lead Member) were thoroughly evaluated by the Committee members as per RFP scoring system and their obtained score was found as under:

Sr. No.	Bidder	Technical Score	Status
1.	SI Global	65.65	Disqualified
2.	ECIL	84.4	Qualified

5. The details of the firms relevant experience (i.e. Transaction Advisory Experience in PPP projects, Feasibility Study Experience for Emergency / Rescue projects and Consultancy Experience of setting up Disaster Management Supervision Programs) were thoroughly evaluated as per RFP scoring system. Regarding Key

*[Handwritten signature]*

*[Handwritten signature]*

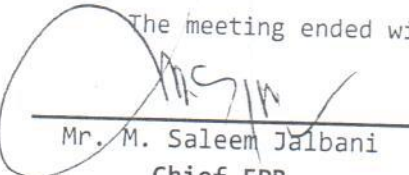
Professional Staff i.e. Financial Team, Technical Team, Legal Team, they were also minutely examined as per criteria. The firms financial capability in annual turnover of last three years were also marked as per RFP criteria i.e. considering only the annual turnover of the lead member of consortia of the firms as per RFP criteria.

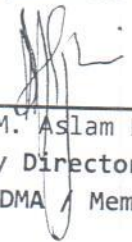
6. Further, regarding appreciation of the ToRs and understanding of the assignment, approach methodology and work plan of the firms were also perused and marked accordingly. The details of the evaluation of the technical proposals for Transaction advisory/ Consultancy services for establishment of Sindh Emergency Rescue 1122 project along with their scoring system as per RFP is attached at Annex-A.

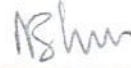
7. The financial proposal of the only technical qualified bidder (M/S ECIL) obtaining minimum (80 marks) was opened in front of the members and its bid value was announced loudly before the committee members and that was Rs. 24.99 Million. The 1% Bid Security amounting to Rs.250,000/- was also available with the bid money and kept in record. The committee members were also informed that an amount of Rs. 20 Million has been approved as per PC-II under ADP Scheme 2016-17 for Consultancy Services for the Establishment of Sindh Emergency Service Rescue 1122 project (Phase-I, Karachi). It was also informed to the consultant selection committee members that the quoted amount was 25% above the estimated cost of Rs. 20 Million and as M/S ECIL consortium was the only successful bidder hence his bid was accepted for award of contract but subject to the approval of revised PC-II of the project by competent authority. All the members were also intimated that the quoted rate of Consultancy Services was already checked and verified with the market price, as per requirement of Rule-48 of SPPRA and was found comparatively reasonable, in response to which all the members agreed and suggested that the quoted bid be awarded contract and in the meanwhile the matter may be taken up with the P&D Department with respect to revision of PC-II.

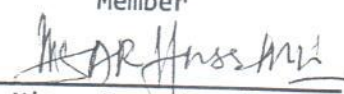
8. The ineligible and technically disqualified bidders were asked to collect unopened sealed proposals.

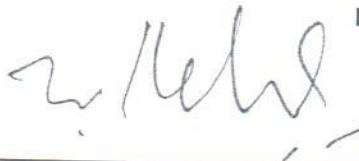
The meeting ended with vote of thanks to and from the chair.

  
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P&D Department / Member

  
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PDMA / Member

  
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