

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

**To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts
of Works, Services and Goods Worth Fifty Million or More**

1. NAME OF THE ORGANIZATION/DEPTT. State Bank of Pakistan Banking Service Corporation
 2. FEDERAL / PROVINCIAL GOVT. Other
 3. TITLE OF CONTRACT Appointment of Engineering Consultant Firm for Planning, Detailed Designing and Detailed Construction Supervision of New SBP Office Building Karachi
- TENDER NUMBER_ NO. ED/076231/20/KP-64/2021
- BRIEF DESCRIPTION OF CONTRACT **Planning, Detailed Designing and Detailed Construction Supervision of New SBP Office Building Karachi**
- TENDER VALUE **Rs. 5% of awarded cost or completed cost whichever is less**
- ENGINEER'S ESTIMATE **Rs. 9% of awarded cost or completed cost whichever is less** (for civil Works only)
- ESTIMATED COMPLETION PERIOD **5years**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes
- ADVERTISEMENT :
- (i) PPRA Website TS443247E Yes / No (Federal Agencies)
(If yes give date and PPRA's tender number)
 - (ii) News Papers **(Yes) Jang and the Nation, 7th Feb, 2021**
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) **18th March, 2021 at 11:30 AM**
- NATURE OF PURCHASE Local (Local / International)
- EXTENSION IN DUE DATE (If any) No



➤ NUMBER OF TENDER DOCUMENTS SOLD ____ 17 (Seventeen) ____
(Attach list of Buyers)

- 1.0 M/s Habib Fida Ali
- 2.0 M/s Meinhardt
- 3.0 M/s IEMA Engineering
- 4.0 M/s Velosi
- 5.0 M/s PEPAC
- 6.0 M/s ECIL
- 7.0 M/s New Vision
- 8.0 M/s IDG (Pvt.) Limited
- 9.0 M/s Qadri Associates
- 10.0 M/s ESS.I.AAR
- 11.0 M/s Zishan Engineers (Pvt.) Ltd
- 12.0 M/s AAA Partnership
- 13.0 M/s Hill International
- 14.0 M/s CGD Consulting
- 15.0 M/s Shehzad Associates
- 16.0 M/s Young Associates
- 17.0 M/s Nespak

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS __ Yes
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____ Yes
- c) TWO STAGE BIDDING PROCEDURE. _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS
ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT
CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY __ State Bank of Pakistan __



- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

N/A

- NUMBER OF BIDS RECEIVED _____ **Three (03)** _____

- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER ___ **Yes** ___

- WHETHER INTEGRITY PACT WAS SIGNED _____ **Yes** _____



PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____
11. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER_ **M/s National Engineering Services Pakistan (Pvt.) Limited (NESPAK), NESPAK House, 4th Floor, Sector G-5/2, Islamabad**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID). _____ **1st, EVALUATED BID** _____
- NEED ANALYSIS (Why the procurement was necessary?) ___A multistory Building is required to be constructed therefore, services of consultant was essentially required.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) _____ **N/A** _____
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ **Yes**
- DATE OF CONTRACT SIGNING _**24th Jan, 2022**_____
(Attach a copy of agreement)
- CONTRACT AWARD PRICE ___ **Rs. 5% of awarded cost or completed cost whichever is less** _____
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ **Yes (Uploaded on SBP and PPRA website)**
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED _____ **No**
(If yes result thereof)



➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN
IN THE TENDER NOTICE/DOCUMENTS _____ **No**
(If yes give details)

➤ DEVIATION FROM QUALIFICATION CRITERIA _____ **No**
(If yes give details)

➤ SPECIAL CONDITIONS, IF Any
(Give Brief Description)

_____ **N/A** _____

[F.No.2/1/2008PPRA-RA.III]



knowingly/unknowingly made by any bidder in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect. The firms so misrepresenting the facts shall also be blacklisted by the SBP, SBP BSC for a specified time period.

2.1.2 Qualification Criteria

All Technical Proposals submitted by various bidders shall be examined for following items:

- I. Profile of the firm along with contact details like postal address, email id, phone & fax numbers, name and designation of the contact person, documents establishing the legal status of the firm, etc.
- II. Duly filled and signed Form of Technical Bid. (attached next to Bidding Data)
- III. The firm/ company's Bid should be un-conditional. Conditional, altered and incomplete bids shall be liable for rejection.

In addition to above requirements and eligibility criteria given in Clause IC-2.0 of instructions to consultants, for qualification purpose bidders must meet the following requirements;

Category		Minimum Acceptable	Document/Evidence Required
1-Financial Capability	Financial Turnover of the bidder	Average annual turnover of Rs.100 Million per year during last 5 years.	Audited Balance Sheets for last 5 years/Bank Statements for last 5 years
2- Qualification and Experience of Key Personnel	Project Manager (1 No.)	Bachelor of Architecture/ Engineering having minimum 15 years' experience in planning / Project Management for large scale building construction projects.	1. Copies of certificates / degrees and CVs, 2. Computerized Payment Receipt Tax Challan for last year of the key personnel or other documentary evidences in proof of permanent employment with the firm.
	Principal Architect (1 No.)	Bachelor of Architecture, having minimum 12 years' experience in planning & designing for large scale building construction projects.	
	Architects (02 Nos.)	Bachelor of Architecture, Having minimum 5 years' experience in planning & designing for building construction projects.	
	Contracts Engineer (1 No)	BE/ BSc Engineering in Civil Engineering having minimum 10 years similar experience in Contracts preparation & Administration of large scale building projects.	

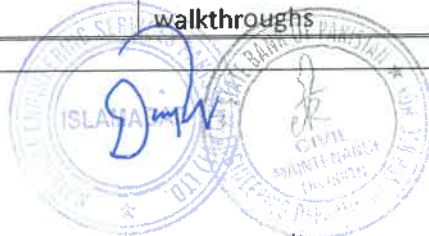
For Firm
Signature With Seal



For State Bank of Pakistan
SBP BSC (Bank)

Senior Structural Design Engineer (01 No.)	BE/ BSc (Civil), Having minimum 12 years in structural designing of building projects.
Structural Design Engineer (02 No.)	BE/ BSc (Civil), Having minimum 5 years in structural designing of building projects.
Senior Mechanical Design Engineer (1 No.)	B.E/ BSc (Mechanical Engineering) Having minimum 12 years' experience in mechanical designing for building projects.
Mechanical Design Engineer (1 No.)	B.E/ B.Sc. (Mechanical Engineering) Having minimum 5 years' experience in mechanical designing of building projects.
Senior Electrical Design Engineer (1 No.)	BE/ BSc (Electrical Engineering) Having minimum 12 years' experience in electrical designing for building projects.
Electrical Design Engineer (1 No.)	BE /BSc (Electrical Engineering) having minimum 5 years' experience in electrical designing of building projects.
BIM Engineer / Developer / Technician (1 No.)	Minimum 3 years' relevant experience
Geotechnical Engineer (1 No.)	ME /MSc (Civil / Geo Technical Engineering) having minimum 10 years' experience in geotechnical investigations and designing of building projects
Estimation Engineer/ Quantity Surveyors (02 Nos.)	BE/ B Tech / DAE (Civil) having minimum 08 years' experience in preparation of BOQ's and Cost Estimates for building projects.
Graphics designer/ 3D visualizer (1 No.)	Minimum 03 years' experience in preparation of 3D renderings/ walkthroughs

For Firm
Signature With Seal



For State Bank of Pakistan
SBP BSC (Bank)

	General (s)	10 years	Firm registration documents/ Tax registration documents of the firm.
3-Experience of the Firm	Consultancy Services for planning, designing (architectural, structural, MEP etc.) and detailed supervision of office buildings having project cost of minimum Rs 2,000 million with Government/ Semi-Government body or any reputed private organization during last ten (10) years under single contract. Experience as a sub-consultant / associate will not be considered.	02 Jobs during last 10 years	Copies of Consultancy contract clearly indicating scope of consultancy services, fee, completion certificate and other related documents
4-Income Tax Registration Certificate		Must be active on FBR Active Tax Payer List	Copy of certificate
5-SRB Registration Certificate		If not registered then 100% tax will be deducted however, this will not render the firm non-responsive	Copy of certificate
6- The firms should be registered consultancy firm with Pakistan Engineering Council.		Valid PEC Registration certificate in relevant disciplines Project Profile Code (1201)	Valid PEC Registration certificate in relevant disciplines
7- Affidavit of not being blacklisted, declared in-eligible or debarred by any organization/ department for corrupt or fraudulent practices, or no failure to perform with SBP BSC in past.		Affidavit on stamp paper duly authenticated by oath commissioner	Affidavit on stamp paper duly authenticated by oath commissioner

NOTE: Firms are required to submit evidences in support of the minimum requirement laid down under provision of Clause 2.1.2 above, failing which they shall render themselves not qualified and/or non-responsive.

3.0: Evaluation Criteria

Bidders meeting the minimum requirements mentioned in clause 2.1.2 to 2.1.4 shall be considered for post-qualification and the Financial Proposals of these qualified bidders shall be opened.

For Firm
Signature With Seal



For State Bank of Pakistan
SBP BSC (Bank)



(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated January 24, 2022
 Contract Value: 5% of the cost of awarded works or completed works whichever is less
 Contract Title: Consultancy services for Planning, Designing and Resident Construction Supervision of Construction of New SBP office building at Karachi

National Engineering Services Pakistan (Pvt.) Limited 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, National Engineering Services Pakistan (Pvt.) Limited 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 GoP, except that which has been expressly declared pursuant hereto.

National Engineering Services Pakistan (Pvt.) Limited 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

National Engineering Services Pakistan (Pvt.) Limited 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.



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

Name of Buyer: **STATE BANK OF PAKISTAN**
Banking Services Corporation
Karachi

Signature:
[Seal]

Name of Supplier: **NATIONAL
ENGINEERING
SERVICES PAKISTAN (PVT.) LIMITED -
NESPAK**
Islamabad Office



Signature:
[Seal]



STATE BANK OF PAKISTAN

AGREEMENT FOR CONSULTANCY SERVICES

BETWEEN

STATE BANK OF PAKISTAN

AND

**NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED
(NESPAK)**

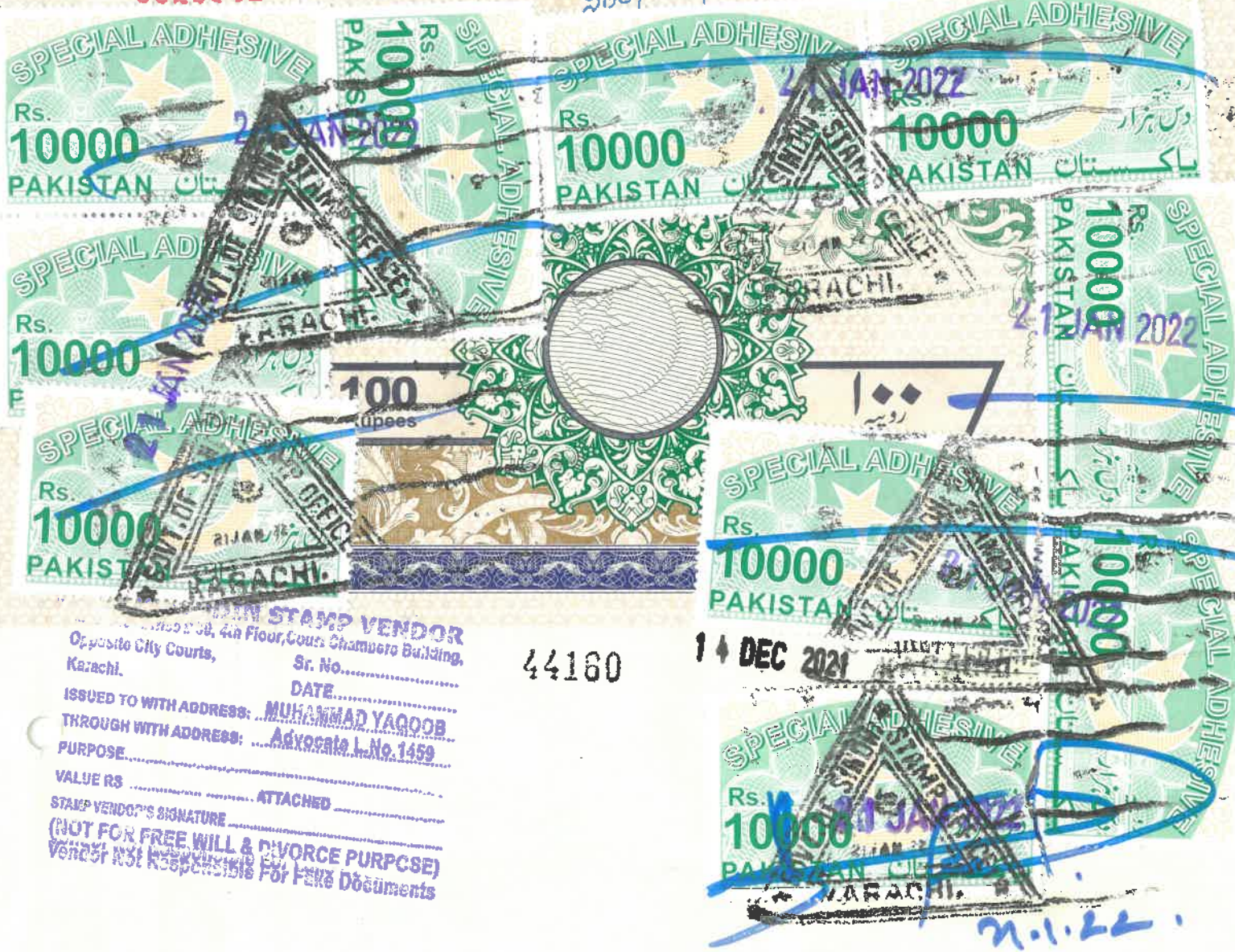
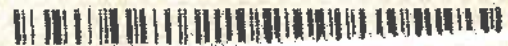
FOR

**PLANNING, DETAILED DESIGNING AND DETAILED
CONSTRUCTION SUPERVISION OF CONSTRUCTION OF
NEW OFFICE BUILDING AT KARACHI**

JANUARY, 2022



National Engineering Services Pakistan (Pvt) Limited
NESPAC House Sector G-5/2, Islamabad, Pakistan
Phone: +92-51-9221910 - 13 Fax: +92-51-9221914
Email: islamabad@nespak.com.pk
<http://www.nespak.com.pk>



STAMP VENDOR
 Opposite City Courts, 4th Floor, Courts Chamunda Building, Karachi.
 Sr. No.
 DATE
 ISSUED TO WITH ADDRESS: **MUHAMMAD YAQOOB**
 THROUGH WITH ADDRESS: **Advocate L.No. 1459**
 PURPOSE
 VALUE RS
 ATTACHED
 STAMP VENDOR'S SIGNATURE
(NOT FOR FREE WILL & DIVORCE PURPOSE)
 Vendor not responsible for Fake Documents

44160

14 DEC 2021

21.1.22

CONTRACT AGREEMENT

AGREEMENT BETWEEN M/s National Engineering Services (Pvt.) Ltd having its office at NESPAK House, Sector G-5/2, Islamabad through its duly authorized representative MR. DANISH RAZA and STATE BANK OF PAKISTAN Banking Services Corporation for acquiring consultancy services for Planning, Designing and Resident Construction Supervision of Construction of New SBP office building at Karachi.

THESE ARTICLES OF AGREEMENT made this _____ day of _____ 2022 between the State Bank of Pakistan, Banking Services Corporation, constituted under the State Bank of Pakistan, Banking Services Corporation Ordinance 2001 (hereinafter called as the "Bank") of the one part and M/s National Engineering Services (Pvt.) Ltd Consulting Firm of Architects, Engineers and Planners carrying on its business at NESPAK House, Sector G-5/2, Islamabad (hereinafter called as the Firm/Company) which term where the context so permits shall include their heir(s), legal representative(s), successor(s), executor(s) of the OTHER PART).

In this agreement (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:-

- (a) "Bank" means the State Bank of Pakistan, Banking Services Corporation, incorporated under the State Bank of Pakistan, Banking Services Corporation Ordinance 2001.
- (b) "Project" means Construction of new SBP office building at Karachi.
- (c) "Officer of the Bank" means the person holding the office of the Head / Director of Engineering and may include any other person nominated by him.
- (d) "Design" includes the specifications, reports, calculations, as well as plans and drawings.
- (e) "Firm/Company" means a consulting firm appointed as consultant for the project.





- (f) "Firm's/Company representative" means a person appointed from time to time by the Firm/Company as such and includes the Resident Engineer or assistant of the engineer or "Clerks of Works" etc.
- (g) "Specifications" means the specification referred to in the tender documents and any modification thereof or addition thereto as may from time to time be approved by the "Bank".
- (h) "Drawings" means the drawings referred to in the specification and any modification of such "Drawings" approved in writing by the "Bank" and such other drawings which may from time to time be approved.
- (i) "Site" means the land and other places on under in or through which the works are to be executed and any other land or places provided by the "Bank" for the purpose of construction site.

AND WHEREAS THE "BANK" wants to acquire consultancy services for Planning, Designing and Resident Construction Supervision of Construction of new SBP Office building at Karachi hereinafter called the 'Services'

AND WHEREAS the Firm /Company represents that it is capable of and is agreed and willing to undertake planning ,designing and supervision in respect of the proposed project subject to the terms and conditions hereinafter appearing:-

IT IS THEREFORE AGREED BETWEEN THE ABOVE PARTIES HERETO AS FOLLOWS:

Part-I: The Firm/ Company shall render and perform the following services and duties:-

1. Visit to the Site, by Senior Architects and Engineers, and surroundings as many times as may be considered necessary or requested by the Bank before and during planning & designing for reconnaissance survey, demarcation and collection of all necessary data and other information regarding the existing infrastructure required for analysis, design, preparation of plans, Bill of Quantities, Bidding Documents etc.
2. The Firm/Company shall nominate a senior Architect/ Engineer as "Project Manager" with vast experience of project management for modern building projects (at least 15 years), for coordination with the Bank and other stakeholders and over all contract management of the project during the design as well as implementation/execution stage;
3. to prepare and submit tender documents for sub-soil/geotechnical investigations for all parameters required for precise & accurate structural design of the project, the tendering will be done by the Bank & cost of geotechnical investigation/survey to be paid to the concerned geotechnical consulting firm shall be borne by the Bank; the technical and financial evaluations of bids shall be carried out by the Firm/Company.
4. To check the ownership/ other documents and drawings of the plot/ plots at SBP Main Building premises required for approval of the project by concerned authorities and advise the Bank accordingly
5. To conduct topographic survey of the entire Main Building Complex
6. To obtain the coordinates and levels of the plot from the Survey of Pakistan complete in all respect to get clearance from the Local Aviation Authorities (if required)
7. To get clearance from the Local Aviation Authorities or any other government agency (if required)





8. To prepare and get approval of initial environmental examination and environmental impact assessment from Federal/Provincial Environmental Protection Agency (if required) by the Firm/Company or through specialized environmental consultant. The Bank shall bear only official fees / challans.
9. To obtain all sorts of approvals from local authorities/ boards/ committees/ utility companies required for construction of proposed building
10. To consult with and advise the 'Bank' as to the proposed work;
11. To conduct a sufficient examination of the site with a view to determining the area available for the proposed works and to prepare complete drawings showing layout, levels, sections and all other salient features of the site in question.
12. Preparation and presentation of at least three alternate proposals for schematic plans, floor plans indicating the location of different portions/ facilities at each floor, elevations, sections etc reflecting initial architectural conception of the building. Alternative prospective views / 3D views of elevation and interior of the building, walkthrough animations etc showing the character, architecture and full dimensions of the building with adequate number of plans and sections to understand the scheme as a whole. A preliminary cost estimate of the works along with tentative schedule for the construction and completion of the project for the approval of the bank .The proposals will be presented by the Firm/Company at his own expense in 3D multimedia presentations on different forums of the Bank. The Firm/Company will present proposals till the satisfaction of the each forum. Presentation before next forum will only be allowed once the preceding forum is satisfied with the proposals. The final approved proposal will be represented if need arises.
13. Bank reserves the right to appoint design review consultant(s) for 3rd party review of initial/preliminary and detailed design, drawings, specifications, estimates with rate analyses etc provided by the Firm/ Company for the project. Observations/ inputs of review consultant(s) will be incorporated by the Firm/Company in the design, drawings, specifications, estimates etc
14. Submission of drawings, bidding documents, 3D rendering views and walkthrough animations in editable as well as printed form.
15. Obtaining approval of demolition permit for existing LRC Building and Mosque from Sindh Building Control Authority and other concerned authorities.
16. Preparation and submission of drawings/ reports for the approval of relevant authorities like KDA, SBCA, KPT, Cantonment Board, Heritage Committee, neighbors etc. along with structural design calculations and obtaining approval of plans including supply of necessary number of sets of drawings as desired by the authorities concerned as per approval of preliminary drawings/ scheme.
17. Preparation of final detailed drawings, designs and tender documents including the services, after approval of submitted drawings from the authorities concerned. The drawings include Architectural, Structural, Electrical, Mechanical, Plumbing, interior design, furniture layout plans, vertical transportation, HVAC, Telecom, Data Networking, CCTV system, firefighting system, External development works, infrastructure, Utilities and services and their connection with the main service supplier and their disposal, landscaping, Security related works of international standards, Underground & Overhead water tanks, Security check posts, watch towers, and complete Building Management System etc along with complete design data.





18. Submission of design report, detailed cost estimates including rate analyses, quantity of steel and other material required for the structure and services.
19. to prepare subject to the provisions hereof sketch plans, sections, alternate elevations, General specifications and other relevant drawings explaining the scheme as a whole, having regard to the conditions which exist on site and to submit them promptly to the 'Bank' for approval, with an estimate of the probable cost;
20. to prepare complete Architectural, Structural, MEP Drawings showing layout of different floors, sections, elevations, etc.; and working details.
21. to prepare complete specification of all items specified and involved in construction work including finishing items and allied services such as electrical, mechanical and plumbing items;
22. to prepare and submit complete detailed design which is skillful, effective to achieve the purpose within the financial limits set forth-comprehensive in the sense that no necessary or foreseeable work is omitted and calculations of all the structural members of both the foundations and super structure in the form of a booklet & DVD with necessary designs, data and sketches required for the approval of the 'Bank';
23. to prepare complete structural drawings showing sections and elevations of all structural members including reinforcing bar bending schedules;
24. to prepare and submit to the 'Bank' detailed estimated cost of works, at current prices, detailed specifications, bills of quantities and complete working drawings for approval of 'Bank'.
25. to prepare complete cost estimates (with basic rates) of all the materials and labour required for the works.
26. to prepare complete internal and external finishing schedules;
27. to prepare either a draft tender documents in a package form or bifurcated tender documents for different sub-heads as desired by the Bank as per PPRA rules including price adjustment formula etc;
28. to scrutinize technical and financial bids of contracting firms for construction work till finalization of bidding process (including rebidding if required).
29. to prepare CPM/bar schedule in any latest programming/ scheduling software for completion of work including resources allocation necessary to meet the time line prepared
30. to elaborate and, if necessary, modify or amend or add subject to Clauses Part IX and XIV hereof, the plans, design and drawings etc; mentioned in the preceding sub-clauses from time to time either before the commencement of the works or during the construction, as they may be instructed by the Bank and prepare the same accordingly;
31. to act according to the recognized rules of science, art and practice followed by other members of the profession in the discharge of their duties towards the 'Bank';
32. to obtain all sanctions, permissions and approvals from the Government, local bodies/ Boards or other authorities whatsoever and to deposit plans in required numbers with such authorities, arrange their inspection of the site.





21 JAN 2022

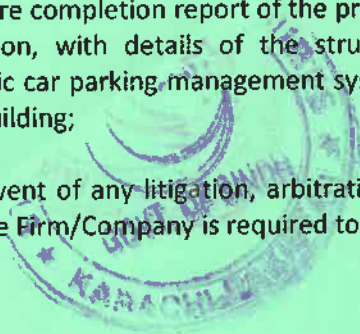
33. to comply with all general and local laws and rules, regulations and bye-laws of Municipal, Local or other like statutory bodies and other authorities whatsoever and how-so-ever and obtain their necessary approval as and when required;
34. to attend conferences and meetings whenever and wherever necessary or called upon to do so by the 'Bank' to explain drawings or documents, give information thereto, advice on any issue etc;
35. to consult with and advise the 'Bank' as to obtaining tenders, their terms and conditions And, thereafter to scrutinize and evaluate the tenders in line with the evaluation criteria; and give a comprehensive report along with recommendations to the Bank;
36. subject to the clauses hereof to personally supervise the works and inspect the material, fittings, machinery during manufacture, supply, installation and actual use in the work and during the construction and to guard the interest of the 'Bank' against all defects and deficiencies in anything done by a contractor by or under any contract with the 'Bank' relating to the works;
37. to undertake continuous and close supervision of the various stages of construction of work till its completion and occupation by posting adequate experienced and qualified Engineers and Technical Staff as described in PART-XV for construction of project headed by a competent and experienced Resident Engineer duly qualified at a level acceptable to the Bank but minimum Bachelor of Engineering holder, registered with PEC and having minimum post education experience of 15 years, for day to day supervision and measurement of items of work executed;
38. The Firm/Company or its Representatives may appoint any number of persons to assist them in the exercise of their functions under this Agreement. The "Firm/Company" shall notify to the contractor and the Bank the names and functions of such persons. The said Assistants shall have no power to issue any instructions to the contractor except in so far as such instructions may be necessary to able them to discharge their functions and secure their acceptance of material or workmanship as being in accordance with the specifications and drawings and any instructions given by any of them for purposes shall be deemed to have been given by the "Firm/Company".
39. All Engineers/ staff posted at site of work will be qualified and experienced and not below the requirements stated in Part XV and will be appointed with the prior approval of the 'Bank' for performance of their duties under this agreement. The Firm/Company shall discontinue the services of any persons and remove from the site whose services are not satisfactory to the 'Bank' and shall as soon as possible provide replacement with the approval of 'Bank';
40. to review the planning schedule submitted by the contractor as per actual schedule and monitor the progress of work and submit fortnightly report to the 'Bank' in duplicate.
41. to ensure efficient detail supervision and to ensure that the contractors carryout the construction as per work program conforming in detail with the approval drawings and tender documents and to provide clarifications in time as and when required;
42. The Firm/Company shall arrange insurance cover for his site staff from any well-established insurance company with at least AA rating. The Firm/Company shall indemnify the Bank against any type of losses/claims arising from accidental injury or death of his employees due to any reason while performing their duties at site.
43. The Firm/Company shall arrange adequate safety gadgets/ equipment for his site staff.



44. To provide prompt feedback to the contractor for any queries raised by contractor
45. to prepare and submit reports on the observation and decision made during site visits / meetings regularly and recommended such action as may be necessary for the efficient / timely execution of the project:
46. to prepare and up-date on monthly/ fortnightly basis CPM, Implementation Plans, Resources allocation plan etc. for the Contractor so as to ensure timely completion of the works and advise the Bank on all such plans/schedules accordingly;
47. to ensure testing of materials like steel, concrete, cables, pipes, concrete blocks and other materials at site or in a laboratory on regular basis;
48. to verify measurements of various items of works and enter in the Measurement Books as desired by the Bank;
49. to review various claims of the Contractor(s) if any and provide recommendations within 07 days of submission by the Contractor(s);
50. to advise the Bank in planning the work stage by stage;
51. to advise co-ordination among various stakeholders at the site;
52. to provide detailed supervision of various works and testing of materials at site or in a laboratory;
53. to indicate reasons of slow progress and stoppages, if any with each running bill account;
54. to advice on extra items if considered necessary during construction on cogent grounds;
55. to advice on any deviations, increase, decrease in quantities with respect to Agreement;
56. to provide regular monthly site visits by Architects/ senior Engineer and consultant from the Firm/Company to check the quality and progress of the work and remove the bottlenecks if any; over and above for which TA DA etc will not be admissible
57. to hold site meeting at least twice a month with all stakeholders during the period of construction and to advice on proper co-ordination among their works and smooth progress of work as a whole; to submit fortnightly progress report with photographs.
58. to advise that the contractors fulfill their obligations generally and particularly in respect of proper implementation of the time schedule as per agreements executed by the contractors and to suggest such necessary steps/measures which are imperative for proper execution and completion of works;
59. to advise on proper installation of Electrical, Mechanical, Plumbing, Elevators, HVAC, Telecom, Data Networking, CCTV system, firefighting system, External development works, infrastructure, Utilities and services and their connection with the main service supplier and their disposal, landscaping, Security related works of international standards, Underground & Overhead water tanks, Security check posts, watch towers and complete Building Management System Installations and to co-ordinate these works with the works of the general construction;
60. to advise necessary measures in the interest of the 'Bank'.



61. to suggest suspension of the work whenever the drawings are not being accurately implemented or the work is not being done according to the specifications/drawings or the instructions issued to the contractors are not being followed and further to recommend to the 'Bank' ways and means against defective construction or supplies made;
62. checking the bills presented by the contractors for the works executed and issuing certificates of payment to the 'Bank' to enable them to pay the bills of the contractors within two weeks (14 days) after submission of the bill by the Contractor(s);
63. to advise Bank for necessary steps against the contractors if the contractors fail to proceed with construction due to delinquency or insolvency and then recommending procedure necessary for the continuance of the work through any other agencies if so required;
64. to assist for settling disputes or differences which may arise between the 'Bank' and the contractors in such a way and manner that the interests of the 'Bank' are fully safeguarded; In case of litigation and arbitration, the Firm/Company shall fully support the Bank, including preparation and supply all necessary information, prepare statements for claiming damages etc., for submission to the Court and assist the 'Bank', and attend the Court/arbitration proceedings in such a manner that the interests of the 'Bank' are fully safeguarded;
65. to render and perform, all such services and duties as may be necessary, proper or expedient or incidental to or for the enforcement of any contract or contracts to be entered into or with any contractors and the execution and completion by such contractors of the works in all respects strictly in accordance with contracts executed between any such contractors and the 'Bank';
66. to co-ordinate and obtain approvals with the concerned organizations/ authorities/ departments/ boards such as KDA, SBCA, Heritage Committee, Sindh high density development board, K-Electric, SSGC, Local Municipal Authorities, PTCL, Cantonment Boards, KWSB, Aviation Authority , National/Provincial Highway Authorities etc. for obtaining the required sanction/ services/ approvals for the project;
67. to assist finalization of accounts of the project.
68. to prepare "punch lists" on substantial completion of the project and ensure rectification of any defects & items included in the "punch lists" within the time frame approved & communicated to the Contractor(s);
69. to prepare as-built drawings showing all details of structure and services etc., and supply of original transparencies along with six prints of each drawings and DVD; ,
70. to obtain approval of the completion drawings/completion certificate from concerned government authorities/departments. All applicable fees to be deposited in the government treasury shall be paid by the Bank;
71. to prepare completion report of the project covering all aspects of the project from inception to completion, with details of the structural system, HVAC, BMS, firefighting, electrification, electronic car parking management system and all other services/systems. equipment installed in the building;
72. In the event of any litigation, arbitration and court hearings between the contractors and the Bank, the Firm/Company is required to defend the Bank's point of view/ position.



Part-II:

1. The Firm/Company shall ensure to the satisfaction of the Bank for the structural design and for specialized services like electrification, air-conditioning, lifts, escalators, security equipment, telecom, data networking, CCTV system, building management system, electronic car parking management system, firefighting system and water supply and sanitary installations etc. in the case of manufacturing defects such Guarantee will be given by the supplier for a period of twelve months commencing from the date of installation or eighteen months from the date of shipment whichever is later and in the case of installation defects by the Firm/Company and the contractor jointly for a period of twelve months from the date of installation;
2. The Firm/Company shall subject to the provisions hereof, promptly cause to be made and furnish to the 'Bank' in respect of each such service preliminary scheme with drawings, plans, sections, elevations, cost estimates, specification(s), Bills of Quantities, Tender Document; etc., which may be necessary for the works in the opinion of the Bank.
3. The Firm/Company warrants and shall warrant about the professional skill of such specialists, consultants or persons employed by them to assist them in the discharge of their duties;
4. The Firm/Company shall examine, verify and test the statements and plans furnished to them by any such consultants/specialists;
5. The Firm/Company shall be responsible to co-ordinate and supervise at its own expense the work of such consultant/specialist;
6. The Firm/Company shall hold meetings with specialists/consultants and with the 'Bank' to expedite the work.

Part-III: Bank's Dependency over the Firm/Company

The 'Bank' depends entirely on the Firm/Company for the advice, guidance and protection on and against all matters of art, architecture, design, construction, risks, dangers, slips and mistakes and losses arising there out that are necessary or proper and/or have to be guarded against in the works and the Firm/ Company right from the survey of the site of the works till the completion of the works in all respects under take to discharge their duties and services in consideration of the remuneration payable in accordance with the provisions of this contract. The Firm/Company shall safeguard the interest of the 'Bank' against all defects and deficiencies of design, workmanship and materials in the construction and shall ensure that the contractors abide by and carry-out the terms of the contract and shall be responsible for any defects which can or could be avoided, prevented/or remedied on account of ordinary care and caution or use of professional skill and vigilance on the part of Firm/Company.

The Bank may appoint the review consultant(s) or any other consultant at its sole discretion. The Firm/Company is obliged to cooperate with review consultant(s) and shall provide all necessary information which includes but not limited to soft / CAD copies of drawings, design calculation etc. and revise the design/ drawings based on review consultant(s) inputs.

Part-IV: Compliance to the Applicable Bye Laws

The Firm/Company shall be bound and guided by the building bye-laws and rules and regulations of the local Authority or such other like Statutory Bodies.

Part-V: Schedule of Deliverables

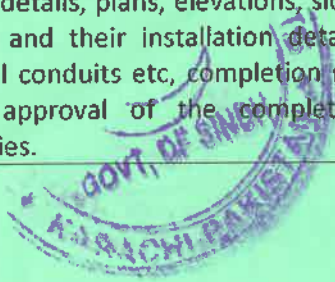
The firm/company shall follow the time schedule as given below:-



Sl.#	Details of work	Timeline
1.	After execution of the agreement with the Firm/ Company, the Firm/ Company shall arrange a joint visit of the site with Bank's representative. Any legal document that may require shall be arranged by the Firm/ Company with any Department. Bank is entirely dependent on the Firm/ Company to complete this task and cost incurred on it. Any official fee by any department shall only be paid by the Bank.	2 Weeks after work award date.
2.	The Firm/Company shall suggest soil investigation tests and submit BOQ and tender documents for the same to the Bank, which shall be arranged by the Bank at own cost. Evaluation of bids for soil investigation, detailed supervision and completion of soil investigation test and its reports will also be responsibility of Firm/ Company.	6 Weeks after work award date.
3.	Firm/ Company shall conduct topographic survey of the plot and prepare as-built drawing marking existing structures and utilities therein.	6 Weeks after work award date.
4.	Firm/ Company shall obtain the coordinates and levels of the plot from the Survey of Pakistan complete in all respect and get clearance from the Local Aviation Authorities (If required). Official fees of any government department required in this regard shall be borne by the Bank.	6 Weeks after work award date.
5.	Firm/ Company shall conduct initial environmental examination and / or environmental impact assessment from Federal/ Provincial Environmental protection agency (If required). Official fees of any government department required in this regard shall be borne by the Bank.	8 Weeks after work award date.
6.	Preparation and presentation of at least three (3) alternate proposals (based on smart and green building concept) of building and allied works with perspective views and schematic plans reflecting initial architectural conception of the proposed building with adequate number of elevations, plans and sections determining the complete scheme with rough cost estimate of each and its multimedia presentations with 3D rendering and walkthrough animations on different forums of the Bank. The Firm/ Company will present proposals till the satisfaction of each forum. Presentation before next forum will only be allowed once the preceding forum is satisfied with the proposals. The final approved proposal will be represented if need arises.	12 Weeks after work order date.
7.	After finalization of one of the above proposal by the Bank, preparation and submission of drawings for the approval of the local building control Authorities after approval of bank along with structural design calculations and any other details required by the concerned authority and obtaining approval of plans including supply of necessary number of sets of drawings as desired by the authorities concerned. It is the responsibility of the Firm / Company that all drawings and other relevant document to be submitted in relevant building control authority shall be signed and stamped by the engineers and / or architects who have the valid license of concern building authority. Official fees of any government department required in this regard shall be borne by the Bank.	12 weeks after approval at Sr. No. 6 above.
8.	Submission of finalized 3D rendering views and walkthrough animations in editable as well as printed form.	4 weeks after approval at Sr. No. 6 above



9.	Scrutiny and report about the tenders received for soil investigation from the date of tender opening	2 weeks after opening of soil investigation tenders
10.	<p>After approval of submitted drawings from the authorities concerned and from the date the instructions to proceed are given to the Firm/ Company by the Bank, Preparation of final detailed drawings, designs and tender documents as per PPRA rules including the services. This include design and drawings with complete design data for Architectural, Structural, Electrical, Mechanical, Plumbing, Elevators, HVAC, Telecom, Data Networking, CCTV system, firefighting system, External development works, infrastructure, Utilities and services and their connection with the main service supplier and their disposal, landscaping, Security related works of international standards, Underground & Overhead water tanks, Security check posts, watch towers, and complete Building Management System in coordination with the Bank or its nominated review consultants. Description of the materials and workmanship involved in the structure and installations. Submission of design report, detailed cost estimates, quantities of steel and other materials required for the structure and services as well as large size details of complicated parts of the structural members/system and general description of materials. A Complete set of draft bidding documents in accordance with PPRA Rules & Regulations and detailed estimated cost including detailed drawings, Bank's prescribed documents, bills of quantities, Bar schedule for the completion of works including resources allocation to meet the time lines set as per schedule for the contractors, specification and general & special terms and conditions of contract for each sub-heads / discipline of works will be submitted to the Bank for approval.</p> <p>The Bank reserves the right to appoint review consultant(s) for vetting/ review of initial/ detailed design, drawings, specifications, cost estimates etc. The Firm/ Company will provide all required documents, design logs, design calculations, BOQ, estimates etc. to the review consultant(s) and revise the initial/ detailed design, drawings, specifications, BOQ, cost estimates in consultation with the review consultant(s)</p>	16 weeks after approval at Sr. No. 7 above.
11.	Submission of complete approved sets of tender documents (15 sets) including detailed drawings, prescribed documents, bills of quantities, specification and general & special terms and conditions of contract, from of agreement form (well bound) of all discipline of works for calling of separate tenders for each sub-heads / discipline of works.	3 week after approval at Sr. No.10 above.
12.	Scrutiny of the Bids/ Tender documents (technical and financial bids) and submission of Bid Evaluation Reports of all discipline of works till finalization of bidding process (including rebidding if required)	4 weeks after submission of Tenders by the Bank
13.	Completion Drawings mounted on cloth showing all structural and internal details, plans, elevations, side elevation, sections, cross section, services and their installation details showing the run of pipes and electrical conduits etc, completion report, review of as built drawings. Obtain approval of the completion drawings from the relevant authorities.	6 weeks after completion of the project.



Explanation: The American or British System of weights and measurements and Standard Specifications will be followed in all cases

Part-VI: Copy Rights & Copies of the Documents

All drawings, specifications and documents prepared by the 'Firm/Company' whether in possession of the Firm/Company or any other Agency or the Bank shall be the property and copy-right of the 'Bank' and the Firm/Company shall not be entitled either directly or indirectly, to make use of such drawings etc; for carrying out any work other than the work envisaged in the agreement. Notwithstanding the same, the Firm/Company shall furnish the required number of copies to the 'Bank' free of cost, to the extent mentioned below:-

- 1) Three sets of preliminary drawings/ specifications/Tender Documents and BOQ
- 2) Fifteen sets of working drawings/Final construction drawings, specifications and tender documents at the time of inviting tendering along with two sets of soft copies

The Firm/Company shall provide extra copies of tender documents as and when required by the bank for furnishing free of cost to the 'Bank' for issue to intending tenderers. The 'Bank' shall alone be entitled to the sale proceeds of all the tender documents furnished by the Firm/Company.

- (3) Three Sets of tender documents including drawings specifications, bills of quantities etc. for the agreement purposes (well bound),
- (4) Six sets of as built drawing drawings as per Agreement along with two sets of soft copies.
- (5) Firm/ Company shall provide design data/calculation for third party evaluation free of cost and shall revise drawings/BOQ as per recommendations of third party
- (6) Submittal drawings for approval from the local building control authorities will be got vetted from licensed structural engineer of relevant building control authority and no additional fee shall be paid.

In addition to the above, the Firm/Company shall supply extra copies to the 'Bank' of all drawings and documents, if required by the 'Bank' free of cost.

The Firm/Company shall also supply copies of the same free of cost to such offices and authorities to whom they should be sent under any rule of law for approval and record; and on completion of the work the Firm/Company shall furnish free of cost to the 'Bank' five copies of completion drawings mounted on cloth showing all structural and internal details, floor plans, elevations, side elevation, sections, cross section, service and their installation details showing the run of pipes and electrical conduits etc. complete. All record & drawings etc. shall be provided to the Bank in soft copy (on DVD) with all drawings in CAD format.

Part-VII: Attendance of Meetings

- (a) The Project Manager shall pay visits to the site whenever called upon to do so by the 'Bank' or as and when required during the progress of the works.
- (b) Whenever desired by the Director of Engineering 'Firm's/Company's Directors/Senior Engineers/Senior Architects shall be available at site for inspection, discussions, consultations and for arriving at decisions and reviewing the progress of the work.
- (c) The Firm/Company staff as mentioned in table in Clause-XV shall remain present at site on regular basis as per the deployment plan duly approved by the Bank.
- (d) The Firm/Company shall maintain attendance register for the site staff at the site of works. This may be presented to the Bank for audit etc. at any time during the execution period.

Part-VIII: Quality Assurance & Progress Monitoring

The Firm/Company shall examine the material used in the construction, assess the value of the construction completed, attend conferences and meetings whenever and wherever necessary or



called upon to do so, explain drawings or documents, give information with regard to works or any matter in connection therewith, give reports as to the progress of the works etc., and the performance by the contractor of his obligations under the contract with the 'Bank', advise the 'Bank' including confidential advice, keep records of the progress of works and the several incidents in connection therewith together with all other papers, documents, copies thereof, correspondence and communication and produce the same when required by the 'Bank' and recommend completion certificates of the works and obtain approval of completion plans from relevant authorities as per rules.

Part-IX: Preparation of BOQs, Drawings & Changes in the Documents

The Firm/Company shall prepare bills of quantities and the drawings complete in all respects for the works and the services so that during the execution there is no deviation and those extra items of work do not crop up. Furthermore the Firm/Company shall not make any alteration, material addition to, or omission from the works as set forth in the working drawings and bills of quantities approved by the 'Bank' without prior consent of the 'Bank' in writing and in the event of any such variations, appearing to the Firm/Company to be necessary or desirable, they shall at once report the same to the 'Bank' along with their reasons there for. On getting the 'Bank's' approval, order in writing shall be given by the Firm /Company to the Contractor (s) for any authorized deviations and/or for extra items of work, if any.

Part-X: Working as per the Recognized Rules/Practice of the Profession

The Firm/Company shall further perform all acts, deeds and things which are usually or generally done and performed by the Firm/Company according to the recognized rules of science, art or practice of their profession in relation to the works and the matter aforesaid including giving of advice which the 'Bank' may from time to time require during execution of the works. The Firm/Company shall provide the contractors with an instructions necessary/proper or expedient/or incidental to or for the due performance of the works and except and in so far as the duties of the Firm/Company are in any way limited by the foregoing provisions they shall perform all such duties as arise from the contract with the contractors promptly efficiently and in due order and sequence so as to give no cause of complaint to the contractors or cause for any claim by anybody against the 'Bank' or in any way cause any loss or harm to the 'Bank' during the progress of works. The above duties and responsibilities are in a way of indefinite duration but the Firm/Company shall without limiting their liability as aforesaid specifically in so far as their professional skill is required, help, advise support and protect the 'Bank' at no extra cost beyond the fee agreed herein all matters that may arise relating to or arising out of or connected with the works for the period till the defects liability period is over after the completion of works.

Part-XI: Transfer of Rights & Handing Over Documents upon Termination of the Contract

The Firm/Company shall not, during the continuance of this contract have the right to assign or transfer the benefit and obligation of the agreement or any part thereof nor shall they enter into any partnership or become a member/employee or Director of any Company so as to give such partnership or Company a right-exclusive or otherwise to the performance of their professional duties in respect of the works without first obtaining the written consent of the 'Bank' which the 'Bank' may give subject to such conditions as may be specified by the 'Bank' in this behalf. If the Firm/Company shall become incapacitated or become unable to perform their duties for any reason whatsoever under this contract, they, their legal representative, heirs, and successors shall handover to the 'Bank' all drawings, documents and papers whatsoever relating to the works, against payment of money due from the 'Bank' in terms of the contract only for the services actually rendered and duties actually performed provided that any delay in or dispute about, payment of money claimed to be due from the 'Bank' for services actually performed shall not



entitle the Firm/Company or as the case may be their heirs, legal representative, etc. to withhold the drawings, documents and papers and the 'Bank' may make full use under this contract not with- standing the lien, if any, on such documents against unpaid fees.

Part-XII: Terms of Payment of Fee to the Firm/company

In consideration of the advice, services, and duties duly rendered and performed, the 'Bank' shall pay to the Firm/Company by way of remuneration an amount equal to 5% per cent of the cost of awarded works or completed works whichever is less after excluding there from (i) the cost of land, (ii) the cost of any other work or works 'or' supply for which the Firm/Company is not responsible under this contract, (iii) payments made to various agencies, services providers etc. and (iv) all exgratia payments made by the 'Bank' and all claims made by the contractors / paid to the contractors whatsoever by way of delay in completion of any work or increase in prices/wages/rates etc, or overheads/or otherwise. Payment on account shall become due as follows:-

- (1) Rs. 1,500,000 will be paid on completion and approval of the Bank for stages 1, 2, 3, 4, 5 and 6 under Part-V above.
- (2) A further Rs. 3,000,000 will be paid on completion and approval of the Bank for stage 7 & 8 under Part-V above after obtaining approval of the submission drawings by concerned local authorities.
- (3) A further 20% (Twenty per cent) of the said total fee based on the tendered amount quoted by the contractor for the respective contract/contracts at the time of issuance of work order of that specific contract(s) to contractor will be paid by the Bank after deduction of amount paid above.
- (4) (a) Further 75 % payments shall be made according to the value assessed and amount paid to the contractors for works done.
(b) If the work is suspended or the contract with the building contractors rescinded or completion time extended, the Firm/Company will not be paid supervisory and other incidental charges for the period, the work remains suspended or time extended at Site.
(c) Bank shall make payment to the relevant local authorities Municipal and Cantonment directly for fee in respect of approval of submission plan and completion plan / report against proper demand / challan.
(d) No additional payment shall be made on account of any incidental charges such as traveling, daily allowance, housing, stationary, furniture fixture, equipments etc. as the same has been deemed included in the fee (percentage) quoted above.
- (5) 5% (Five per cent) of the said total fee based on cost of completed works shall be made on approval of the Bank for completion of stages 13 under Part-V above after making adjustments in payments made earlier.

PROVIDED FURTHER THAT

It shall be lawful for the 'Bank' at the time of making any Payment to the Firm/Company in respect of Part (V) above to deduct as security such sum as will amount to 10% (Ten per cent) of the money payable under sub-clause (4) of clause-XII.

Such deductions shall be held by the 'Bank' till such times as final bills and security deposits of contractors for the works are paid and refunded after successful expiration of defects liability



period/warranty period, all obligations of the Firm/ Company are fulfilled including the furnishing and approval of As built drawings / completion plans from the relevant authorities and the works and services outlined in the contract are completed and finalized in all respects to the satisfaction of the 'Bank'

In case that the project cannot be materialized due to any reason(s) or the works are suspended or rolled up at some particular stage of design/implementation phase, the Firm/Company shall be paid the fee for the services rendered and mile stones achieved as mentioned in the above table. In such circumstances the payable amount to the Firm//Company shall be derived as per the criteria/schedule mentioned in the above table & decision of the Director/Head Engineering will be final & conclusive in this regard.

- (6) It is understood that all Payments mentioned in sub-clause 1 to 5 shall be made in Pak rupees and shall not be regarded as valuation of the duties performed at the respective stages but shall rank solely as payments towards the total fee ultimately payable in terms of clause XII above.
- (7) The Bank may deduct any applicable tax from any payment being made to the firm / Company in accordance with law. It is presumed that the price of such deduction has been included in the quoted fee.

Part-XIII: Termination of the Contract and Payments/Compensation upon Termination

Not-with-standing anything contained in Clause XII, above the parties hereto agree as under:-

If the contract is terminated on account of any force majeure or any other reason, the officer for the time being holding the post of Director of Engineering Department, of the 'Bank shall determine the compensation, if any, payable to:-

- (a) The 'Bank' by the Firm/Company on account of abandonment of contract or termination of contract by the Firm/Company illegally loss caused to the Bank' due to breach of any terms of this contract or in-efficient administration of the contract so as to achieve speedy and economical completion of the project or the lack of skill and competence care, or, defective performance of the Firm/Company of their obligations
- (b) under the contract or Firm's/Company's failure to provide their services and perform the duties mentioned in the contract or delay in providing such services or performing the duties as aforesaid, or by the Bank on account of any default committed by the Firm/Company or delay in providing services and performing duties undertaken by the Firm/ Company under this contract or committing breach of any terms of this contract.
- (c) The Firm/Company by the 'Bank' in the event of abandonment or non-completion of the works or except as stated in (a) hereof, the termination of services of the Firm/Company by the 'Bank' for any reason other than operation of law to the extent of actual services rendered, duties performed and construction completed;
- (d) to the Bank by the Firm/Company or to the Firm/Company by the Bank in the event of frustration of contract on account of war or any other reason whatsoever insolvency or incapacity of the Firm/Company to render services and perform duties; provided that any such decision of the Director of Engineering of the 'Bank' shall be final and binding on the parties hereto.

Part-XIV: Detailed Drawings & Changes in the Basic Design

The Firm/Company shall be responsible for preparation of drawings, showing all details pertaining to architectural, structural, electrical, mechanical, plumbing, elevators, HVAC, telecom, data networking, CCTV system, firefighting system, interior designing, furniture layout, external



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development works, infrastructure , Utilities and services and their connection with the main service supplier and their disposal, landscaping, Security related works of international standards, Underground & Overhead water tanks, Security check posts, watch towers and complete Building Management System. Any detail missing from the working drawings submitted by them shall be supplied by them (subject to their liability-as to costs and consequences), as and when necessary either during the working drawings stage or during the construction of the building. The Firm/Company without additional remuneration, actual or otherwise shall also prepare drawings necessary for the proper integration of services on the plans and shall incorporate minor changes in the drawings, if desired by the 'Bank' as per requirements at site. However, after obtaining approval of the 'Bank' for preliminary design of the building as well as getting the plans approved from the requisite authorities the Firm/Company shall prepare the detailed working drawings with the due approval of the 'Bank' and having done so, if the 'Bank' effects changes in the basic design of the building requiring the Firm/Company to prepare new working drawings to incorporate the revision proposed by the 'Bank' then the Firm/Company shall be bound to prepare forthwith new working drawings subject to payment of such additional remuneration as may be later on mutually agreed upon the parties hereto or failing such agreement found die by the officer for the time being holding the office of Director of Engineering of the 'Bank' provided further that failure to reach the agreement or delay or refusal of their Director of Engineering to determine the compensation as aforesaid or non-payment of the additional remuneration as aforesaid shall be no ground for the Firm/Company to refuse to prepare or delay the preparation of new working drawings as aforesaid and any such refusal or delay shall be treated as default on their part. Any such decision of the said Director of Engineering shall be final and binding on the parties.

Part-XV: Construction Supervision

Minimum Personnel to be deployed full time at site are listed below.

Personnel	Minimum Qualification	Minimum Experience	Documents/ Evidence Required
Resident Engineer (1 No)	B.E. (Civil Engineering)	15 years experience of construction planning and management of building works.	Copies of CV, Certificates and PEC. Registration
Assistant Resident Engineer (Structure) (1 No)	B.E. (Civil Engineering)	10 years experience of construction planning and management of building works.	Copies of CV, Certificates and PEC. Registration
Site Inspector (Civil) (2 Nos)	B.E. (Civil Engineering) or BTech/ DAE (Civil)	10 years for B.E. & 12 years for BTech /DAE of construction of building works	Copies of CV, Certificates
Surveyor (1 No)	DAE (Civil)	10 years experience of Construction of building works	Copies of CV, Certificates
Quantity Surveyor/Estimation	B.E. (Civil Engineering)	10 years experience in quantities takeoff	Copies of CV, Certificates



Engineer (1 No)		& verification of bills	
Assistant Resident Engineer (MEP) (1 No)	B.E. (Electrical/Mechanical Engineering)	10 years experience of HVAC, plumbing, Electrical & IT works of Building projects	Copies of CV, Certificates
Site Inspector (MEP) (1 No.)	B.E. (Electrical/Mechanical Engineering) or BTech/ DAE (Electrical/Mechanical Engineering)	10 years for B.E. & 12 years for BTech / DAE of construction of building works	Copies of CV, Certificates
Material Engineer (01 No.)	B.E. (Civil Engineering)	10 years experience in laboratory testing	Copies of CV, Certificates
Lab Technician (01 No.)	BTech/ DAE (Civil)	10 years experience in laboratory testing	Copies of CV, Certificates

If the Firm/ Company fails to deploy the above mentioned staff, the Bank has right to depute the same at the risk and cost of the Firm/ Company.

The numbers of various resources mentioned in above table are minimum personnel required for construction supervision. In case the services of Firm/Company are not up to the mark, the Bank shall serve a written instruction/warning to the Firm/Company to improve the quality of Services and take necessary actions within a specified time period. No extra payment shall be admissible to the Firm/Company if it has to enhance the resources to improve the quality of services rendered under the Contract.

Part-XVI: Dispute Resolution

Any dispute about the character of changes being basic or otherwise in the basic design of the building requiring the Firm / Company to prepare new working drawings shall be decided by the officer for the time being holding the post of Director, Engineering Department of the 'Bank' and his decision thereon shall be final and binding on the parties.

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. In case name of an Arbitrator is not agreed within three month's time the Director Engineering shall nominate an Arbitrator which shall be conclusive and binding upon both the parties.

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

Part-XVII: Force Majeure, Contract Frustration and Release from Performance

- a) For purposes of this agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, accident, restraint of government, governmental acts, injunctions and



other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay or mitigate the effects of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

- b) A party shall not be deemed in default of this agreement nor shall it hold the other Party responsible for, any delay in the Performance of its obligations (excluding payment obligations), provided the party relying upon this provision
 - I. Gives written notice thereof, and
 - II. Takes all steps necessary to mitigate the effects of the force majeure event
- c) In case if either party is unable to perform their obligations, the contract shall be terminated in accordance with Part XVIII

Part-XVIII: Termination

The Bank may terminate this agreement in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this clause. In such an occurrence the Bank shall give not less than seven (07) days written notice of termination to the Firm/ Company, with the exception of paragraph (e) where fifteen (15) days written notice of termination will be given to the Firm/ Company by the Bank.

- a) If the firm/ bidder does not remedy a failure in the performance of their obligations under the agreement, within seven (07) days after being notified or within any further period as the Bank may have subsequently approved in writing.
- b) If the firm becomes insolvent or bankrupt.
- c) If the firm, in the judgment of the Bank with relevant evidence (to be shared in advance with the firm), has engaged in corrupt or fraudulent practices under the law of Pakistan in executing the agreement.
- d) If, as the result of force majeure, the Firm is unable to perform a material portion of service for a period of not less than fifteen (15) days.
- e) If the Bank, in its sole discretion and for any reason whatsoever, decides to terminate this agreement.
- f) If the firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to part XVI- dispute resolution.

In case of termination of this agreement, the firm shall forthwith refund the excess amount received in respect of the unexpired period.

Part-XIX: Independent Contractor Status

The Firm/Company including all his employees, sub-consultants, associates, assigns or his legal heirs shall at all times function and be regarded as independent Firm/Company and not as an agent of the Employer and neither the Firm/Company nor its employees, sub-consultants, associates, assigns or his legal heirs shall have the right to represent or bind the Employer to any third person including any department or agency of Government or any other authority in any manner, whatsoever.

Part-XX: Confidentiality

Except with the consent in writing of the Bank, Firm/ Company shall keep strictly confidential and not make use of any confidential information supplied by the Bank other than to perform this Contract, and shall impose the same obligations on its employees and other third parties. The Consultant will sign a confidentiality agreement with the Bank as appendix to this Contract.



Part-XXI: Laws Governing Contract and Language

The agreement shall be governed by the law of Islamic Republic of Pakistan and the language of the agreement shall be English.

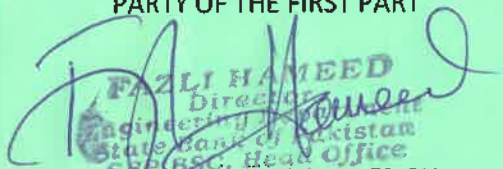
Part-XXII: Integrity Pact:

If the Firm/ Company 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 Firm/ Company as Appendix to this Contract, then the Bank shall be entitled to:

- (a) recover from the Firm/ Company an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Firm/ Company or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Firm/ Company any loss or damage to the Bank as a result of such termination or of any other corrupt business practices of the Firm/ Company or any of his Sub-consultant, agents or servants.

IN WITNESS WHEREOF THE PARTIES hereto have set and subscribed their respective hands to these presents at Karachi on the day of the month in the year first above written.

PARTY OF THE FIRST PART


FAZLI HAMEED
Director
Engineering Department
State Bank of Pakistan
SBP BSC Head Office

SIGNED AND DELIVERED BY:

Name:
CNIC No.
Designation

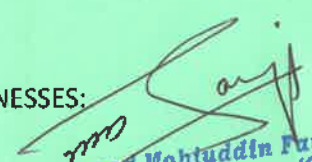
PARTY OF THE OTHER PART



SIGNED AND DELIVERED BY:


Name: Danish Raza
CNIC No. 35202-2627615-7
Designation: General Manager/Head

WITNESSES:

1. 
Masood Mohtuddin Ferooqi
Sr. Joint Director (Civil)
Engineering Department
State Bank of Pakistan
SBP BSC Head Office,
Karachi.

2. 
SHEHZAD MEMON
Executive Engineer (Civil)
Engineering Department
State Bank of Pakistan
SBP BSC Head Office
Karachi.



1. 
AIJAZ AHMED SHAIKH
Chief Engineer

2. 
NURESH KUMAR



EVALUATION REPORT (FINAL)
(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency:	State Bank of Pakistan
2. Method of Procurement:	Rule 36(b) of PPRA Rules i.e. Single Stage, Two Envelope
3. Title of Procurement:	Appointment of Engineering Consultant Firm for Planning, Detailed Designing and Detailed Construction Supervision of Construction of New SBP Office Building at Karachi
4. Tender Inquiry No:	ED/008850/KP-60/2021
5. PPRA Ref: No. (TSE):	TS443247E
6. Date & Time of Bid Closing:	18-Mar-21 1100 AM
7. Date & Time of Bid Opening:	18-Mar-21 1130 AM
8. No. of Bids Received:	3
9. Criteria for Bid Evaluation:	Compliance Based
10. No. of Responsive Bids:	1

Sr No	Name of Bidder	Technical Evaluation	Financial Evaluated Cost (Rs.)	Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
1.	National Engineering Services Pakistan (Pvt.) Ltd.	Responsive	5% of Completed Works	Most Advantageous Bidder
2.	Meinhardt Pakistan (Pvt.) Ltd.	Non-Responsive		-
3.	ESS-I-AAR	Non-Responsive		-

Lowest Evaluated Bidder: M/s National Engineering Services Pakistan (Pvt.) Ltd.

11. Any other additional/ supporting information, the procuring agency may like to share.

Signature:.....

Official Stamp: **RANA AHMAD RAZA**
Executive Engineer
Engineering Department
State Bank of Pakistan
SBP BSC Head Office
Karachi.