

OFFICE OF THE PROJECT DIRECTOR-CUM-PROJECT ENGINEER  
ESTABLISHMENT OF PAEDIATRICS CARDIAC UNIT  
AT N.I.C.V.D KARACHI

No.P.D.P.E/NICVD/1061/2018  
Karachi. Dated: 22/03/2018

To,

M/s. ESS-I-AAR  
Planning, Engineering & Services Consultants.  
Suit No.314, 3<sup>rd</sup> Floor,  
Mashriq Center, Gulshan-e-Iqbal  
**Karachi**

**LETTER OF ACCEPTANCE**

**Subject: -** **“REMAINING WORK FOR THE PROJECT OF ARCHITECTURAL ENGINEERING CONSULTANCY (IN ASSOCIATION WITH STRUCTURAL ELECTRICAL MECHANICAL AND PLUMBING CONSULTANTS) FOR PLANNING, ARCHITECT DRAWING DESIGN, VETTING AND REVIEW, STRUCTURAL ELECTRICAL PLUMBING, DETAILED ALONG WITH THE TOP SUPERVISION TO PROVIDE THE SERVICES AND (DESIGN REVIEW AND DESIGN IMPROVEMENT IF REQUIRED OF THE EXISTING DRAWINGS) (RATES ONLY) FOR THE WORK “CONSTRUCTION OF ESTABLISHMENT OF PEDIATRIC CARDIAC UNIT AT NICVD KARACHI”.**


Please refer your proposal for an amounting to Rs: 22,853,120/- (Twenty Two Million Eight hundred Fifty three thousand and One hundred twenty only) submitted by your Firm on 06-03-2018 for the above subjected remaining work is evaluated by the (CSC) Consultant Selection Committee. The quoted amount for the above assignment is being found lowest one and technical marks obtained are also highest than the Competitive Companies/ Firms, therefore the CSC has recommended for awarding the contract after completing the remaining SPPRA formalities.

The competitive bid have been placed on SPPRA website by this office vide letter No.PDPE/NICVD/1020 dated: 08-03-2018 and uploaded at Sr.No.36597. You are therefore requested to please furnish the remaining performance security at the rate of 3% of contract agreement i.e Rs: 22,853,120/- (Twenty Two Million Eight Hundred Fifty Three Thousand and One Hundred Twenty only) along with the stamp duty (as per current rate) for signing the contract agreement within a week's time.

The copy of the contract agreement is enclosed herewith for your information and further necessary action.

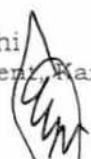
**DA/As Above**

1. Agreement Form
2. Terms of Reference & Deliverable
3. Special Condition & Integrity Pact
4. General Condition

  
Project Director-cum-Project Engineer  
Establishment of Pediatric Cardiac Unit at  
N.I.C.V.D., Karachi.

**Copy forwarded with compliments to:-**

1. The Secretary to Government of Sindh, Health Department, Karachi
2. The Director Development, Government of Sindh, Health Department, Karachi

  
Project Director-cum-Project Engineer  
Establishment of Pediatric Cardiac Unit at  
N.I.C.V.D., Karachi.

Received  
22/3/18



OFFICE OF THE PROJECT DIRECTOR-CUM-  
PROJECT ENGINEER  
ESTABLISHMENT OF PAEDIATRICS CARDIAC  
UNIT.N.I.C.V.D

**Subject: MINUTES OF THE CONSULTANT SELECTION COMMITTEE (CSC) MEETING – OPENING AND EVALUATION OF FINANCIAL PROPOSALS FOR PROCUREMENT OF CONSULTANCY SERVICES FOR “REMAINING WORK FOR THE PROJECT OF ARCHITECTURAL ENGINEERING CONSULTANCY (IN ASSOCIATION WITH STRUCTURAL ELECTRICAL MECHANICAL AND PLUMBING CONSULTANTS) FOR PLANNING, ARCHITECT DRAWING DESIGN, VETTING AND REVIEW, STRUCTURAL ELECTRICAL PLUMBING, DETAILED ALONG WITH THE TOP SUPERVISION TO PROVIDE THE SERVICES AND (DESIGN REVIEW AND DESIGN IMPROVEMENT IF REQUIRED OF THE EXISTING DRAWINGS) (RATES ONLY) FOR THE WORK “CONSTRUCTION OF ESTABLISHMENT OF PEDIATRIC CARDIAC UNIT AT NICVD KARACHI”.**

A meeting of Consultant Selection Committee (CSC) was held under the Chairmanship of Project Director-cum-Project Engineer, Pediatric Cardiac Unit at NICVD on 06-03-2018 at 11:00 AM in the conference hall of office of the Project Director-cum-Project Engineer, Pediatric Cardiac Unit at Nursing Hostel NICVD Building Karachi for **opening and evaluation of financial proposals** submitted by technically qualified consulting firms / consortiums i.e. 1. M/s ATIF NAZAR (PVT) LTD 2. M/s Consult - Tech. in association with M/s Habib Fida Ali, M/s SEM Engineers, M/s Eleken Associate 3. M/s EDS International 4. M/s ESS.I.AAR in association with M/s MIA Associates.

2. As a result of the evaluation of technical proposals, the above said qualified consulting firms / consortiums secured the minimum qualifying marks of 75 out of 100 and were invited for the public opening of the financial proposal. Representative of technically qualified consulting firms / consortiums attended the meeting. The Chairman CSC welcomed the members of CSC and representative of qualified consulting firms / consortiums. The Secretary CSC read aloud the name and technical score of qualified consulting firms / consortiums based on evaluation of technical proposals submitted by them. The name of qualified consulting firms / consortiums and their technical score are given in below table.

Firms/consortiums	Allocated Score	Obtained Marks
ATIF NAZAR (PVT) LTD	100	80
CONSULT - TECH.		75
EDS INTERNATIONAL		75
ESS. I. AAR		85

3. The financial proposals of above technically qualified consulting firms / consortiums were opened before the members of the CSC and representatives of firms. The out of four consulting firms / consortiums only M/s ATIF NAZAR (PVT) LTD, M/s EDS INTERNATIONAL, M/s ESS. I. AAR. submitted bid security of 2% of total bid along with the financial proposal in shape of pay order. The prices quoted were read aloud and recorded as given below.

4. The CSC explained to the representatives of the qualified consulting firms/consortiums that the prices read aloud were quoted prices as per the financial proposal, which would be examined and evaluated by the CSC according to requirements of the technical proposals and Request for Proposal (RFP) issued and SPPRA Rules.

5. The Consultant Selection Committee thoroughly examined and evaluated the financial proposals in line with the RFP issued, technical proposal submitted by the consulting firms /



**OFFICE OF THE PROJECT DIRECTOR-CUM-  
PROJECT ENGINEER  
ESTABLISHMENT OF PAEDIATRICS CARDIAC  
UNIT N.I.C.V.D**

6. The CSC observed that the M/s Consult - Tech. in association with M/s Habib Fida Ali, M/s SEM Engineers, M/s Eleken Associate has not submitted 2% of bid security, which is also required as per RFP, therefore the financial proposals of said consulting firm / consortium were **non-responsive** bid. Further, the CSC also examined the Financial Proposal of M/s EDS International, which was incomplete and inconsistency and non-responsive Financial Proposal. Therefore, the CSC decided that remaining financial proposal of M/s Atif Nazar (Pvt) Ltd, M/s ESS.I.AAR in association with M/s MIA Associates is thoroughly examined and evaluated in line with the RFP issued, technical proposal submitted by M/s Atif Nazar (Pvt) Ltd, M/s EDS International, M/s ESS.I.AAR in association with M/s MIA Associates SPP Rules.

7. The CSC evaluated the financial proposals of M/s Atif Nazar (Pvt) Ltd, M/s EDS International, M/s ESS.I.AAR in association with M/s MIA Associates. as per RFP documents and technical proposal submitted by the said consulting firms/consortiums. The CSC also checked the financial proposal for computational and arithmetic errors. In view of the calculation/evaluation, the CSC finalized the evaluation of financial proposals as mentioned below:

<b>Evaluated Financial Proposals</b>						
Sr. #	Firm's Name	Remuneration	Reimbursable Expenses	Total Cost in PKR	Bid Security 2%	Remarks
1	<b>ATIF NAZAR (PVT) LTD</b> Project Manager, Planners, Architects & Consulting Engineers	22,380,000/=	570,000/=	<b>22,950,000/=</b>	Bid Security Attached of <b>Rs.500,000/=</b>	<b>Responsive Bid</b>
2	<b>CONSULT - TECH.</b> Architecture Planning Management.	34,679,700/=	660,000/=	<b>35,339,700/=</b>	Bid Security 2% is not attached.	<b>Non-Responsive</b>
3	<b>EDS INTERNATIONAL</b> Consulting Engineers & project Managers.	1.3% of Project Cost (Supervision Work only) 35,603,833/= + 1.5% of Project Cost for Design Vetting (If required, Rate only)	Nil	<b>35,603,833/=</b>	Bid Security Attached of <b>Rs.725,000/=</b>	<b>Non Response, incomplete &amp; in consistence financial proposal.</b>
4	<b>ESS. I. AAR</b> Planning, Engineering & Services Consultants.	9,924,000/= + S.Tax. 2,629,120/= <b>Total: 22553120/=</b>	300,000/=	<b>22853120/=</b>	Bid Security Attached of <b>Rs.460,000/=</b>	<b>Responsive Bid</b>


8. In view of the technical scores and financial evaluated proposal of Responsive Bid i.e M/s Atif Nazar (Pvt) Ltd, M/s EDS International, M/s ESS.I.AAR in association with M/s MIA Associates. The CSC finalized the ranking of the said firms as per selection method **Quality & Cost Based Selection Method (QCBS) with 80% of Technical 20% of Financial weightage given in the RFP. The details are given below.**




OFFICE OF THE PROJECT DIRECTOR-CUM-  
PROJECT ENGINEER  
ESTABLISHMENT OF PAEDIATRICS CARDIAC  
UNIT N.I.C.V.D

EVALUATION OF TECHNICAL AND FINANCIAL PROPOSAL		
Final Score Formula Calculation $S=ST+SF$		
Description	Name of Technically Qualified Firm	
	M/s ATIF NAZAR (PVT) LTD	M/s ESS.I.AAR
Technical Score (Ts) Out of 100	80.0	85.0
Weightage of Technical Proposal (T) - 80%	64.0	68.0
Bid Price (PKR)	22,950,000	22,853,120 ✓
Lowest Bid Price (PKR)	22,853,120.00	
Financial Score (Fs) Out of 100	99.6	100.00
Weightage of Financial Proposal (F) - 20%	19.9	20.0
Combined Score (S)	83.9	88.0
Ranking of the firms	2nd	1st

9. In view of the above, the CSC recommended 1<sup>st</sup> ranked M/s ESS.I.AAR in association with M/s MIA Associates. for award of contract. The meeting ended with a vote of thanks to and from the Chair.

  
(NAIMATULLAH SHAIKH)  
MEMBER


Executive Engineer, Provincial Buildings  
Division III  
Technical Member of Works & Services  
Department, Government of Sindh, Karachi

  
(PROF: NAJMA PATEL)  
MEMBER

Head of the Department Paeds Cardiology  
Representative Procuring Agency  
NICVD Karachi.

  
(ISHTIAQUE AHMED)  
MEMBER

(Chief Health)  
Nominee of P&D Department  
Government of Sindh, Karachi

  
(ATHAR BEHAZAD)  
MEMBER

Deputy Secretary Finance  
Nominee of Finance Department,  
Government of Sindh, Karachi

  
(SYED TANVEER HUSSAIN SHAH)  
CHAIRMAN

Project Director-cum-Project Engineer  
Establishment of Pediatric cardiac Unit  
At NICVD Karachi.

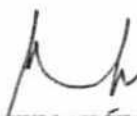
"REMAINING WORK FOR THE PROJECT OF ARCHITECTURAL ENGINEERING CONSULTANCY (IN ASSOCIATION WITH STRUCTURAL ELECTRICAL MECHANICAL AND PLUMBING CONSULTANTS) FOR PLANNING, ARCHITECT DRAWING DESIGN, VETTING AND REVIEW, STRUCTURAL ELECTRICAL PLUMBING, DETAILED ALONG WITH THE TOP SUPERVISION TO PROVIDE THE SERVICES AND (DESIGN REVIEW AND DESIGN IMPROVEMENT IF REQUIRED OF THE EXISTING DRAWINGS) (RATES ONLY) FOR THE WORK "CONSTRUCTION OF ESTABLISHMENT OF PEDIATRIC CARDIAC UNIT AT NICVD KARACHI".


**SCORE SHEET**  
**EVALUATION OF TECHNICAL AND FINANCIAL PROPOSAL**

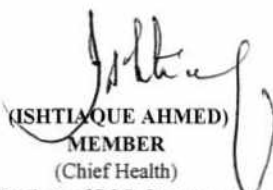
Formula calculation  $S=ST*80\% +SF*20$

Description	Name of Technically Qualified Firm	
	ATIF NAZAR (PVT) LTD	ESS. I. AAR
Technical Score (Ts) Out of 100	80.0	85.0
Weightage of Technical Proposal (T) - 80%	64.0	68.0
Bid Price (PKR)	22,950,000	22,853,120
Lowest Bid Price (PKR)	22,853,120.00	
Financial Score (Fs) Out of 100	99.6	100.00
Weightage of Financial Proposal (F) - 20%	19.9	20.0
Combined Score (S)	83.9	88.0
Ranking of the firms	2nd	1st


Evaluated by:

  
**(NAIMATULLAH SHAIKH)**  
**MEMBER**  
 Executive Engineer, Provincial Buildings  
 Division III  
 Technical Member of Works & Services  
 Department, Government of Sindh, Karachi

  
**(PROF: NAJMA PATEL)**  
**MEMBER**  
 Head of the Department Paeds Cardiology  
 Representative Procuring Agency  
 NICVD Karachi

  
**(ISHTLAQUE AHMED)**  
**MEMBER**  
 (Chief Health)  
 Nominee of P&D Department  
 Government of Sindh, Karachi

  
**(ATHAR BEHAZAD)**  
**MEMBER**  
 Deputy Secretary Finance  
 Nominee of Finance Department,  
 Government of Sindh, Karachi

  
**(SYED TANVEER HUSSAIN SHAH)**  
**CHAIRMAN**  
 Project Director-cum-Project Engineer  
 Establishment of Pediatric cardiac Unit  
 At NICVD Karachi

# Bid Evaluation Report

1. **Name of Procuring Agency.** Project Director-cum-Project Engineer Cardiac Unit at N.I.C.V.D Karachi
2. **Tender Reference No.** (i) NIT No. PDPE/NICVD/865 dated: 26-01-2018 published in Daily Jang and Daily Dawn 26-01-2018 and Sarwan dated: 30-01-2018.  
(ii) Corrigendum No. PDPE/NICVD/880 dated: 01-02-2018 SPPRA Sr. No. 36597
3. **Tender Description/Name of Work/Item** “Remaining work for the Project of Architectural Engineering Consultancy (in Association with Structural Electrical Mechanical and Plumbing Consultants) for Planning, Architect Drawing Design, Vetting and Review, Structural Electrical Plumbing, detailed along with the top supervision to provide the services and (Design review and Design Improvement if required of the Existing Drawings) (rates only) for the work “Construction of Establishment of Pediatric Cardiac Unit at NICVD Karachi”.
4. **Method of Procurement** Quality & Cost Based Selection Method (QCBS)
5. **Tender Published** Daily Jang, Dawn on 26-01-2018 and Sarwan Dated: 30-01-2018.
6. **Total Bid Document Sold** 07 No.s
7. **Total Bid Received** 05 No.s
8. **Technical Bid Opening Date** 26-02-2018
9. **No. of Bid Technical qualified** 04
10. **Bid Rejected** 01
11. **Financial Bid opening date** 06-03-2018
12. **Bid Evaluation Report**

(The detail of financial evaluation is mentioned in minutes attached at Annexure-I)

<b>Final Scoring</b>
<b>Formula: S=ST*80% + SF*20%</b>
<b>Whereas, S=Final Score. ST= Technical Score and SF=Financial Score</b>

Sr.No	Name of Firm	Formula Calculation	Final Score (S=ST+SF)	Remarks
1	M/s ATIF NAZAR (PVT) LTD	(T)*80%+(F)*20%	83.9	2nd Ranked firm.
2	M/s Consult Tech	(T)*80%+(F)*20%	72.9	Non Responsive, incomplete and inconsistency Financial Proposal with RFP documents
3	M/s ESS. I. AAR	(T)*80%+(F)*20%	<b>88.0</b>	<b>Recommended for award of contract being a First Ranked firm.</b>

## Comparative

Sr.N	Name of Firm or Bidder	Evaluation Cost	Ranking in Terms of cost	Comparison with Estimated cost	Reason for acceptance / rejection	Remark
0	1	2	3	4	5	6
1	ATIF NAZAR (PVT) LTD Project Manager, Planners, Architects & Consulting	Rs:22,950,000/=	2nd Rank	41.89% Below	2 <sup>nd</sup> Ranked	2nd Ranked firm.

2	CONSULT - TECH. Architecture Planning Management.	Rs:35,339,700/=			Rejected	The bid security 2% is not attached with financial proposal. Therefore, the bid is rejected.
3	EDS INTERNATIONAL Consulting Engineers & project Managers.	Rs:35,603,833/=			Rejected	Non Response, incomplete & in consistence financial proposal
4	ESS. I. AAR Planning, Engineering & Services Consultants.	Rs:22,853,120/=		42.14% Below	1 <sup>st</sup> Ranked	Recommended for award of contract being a first ranked firm.



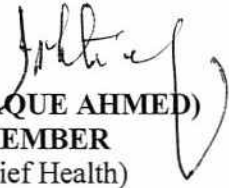
**(NAIMATULLAH SHAIKH)**  
**MEMBER**

Executive Engineer, Provincial Buildings  
Division III  
Technical Member of Works & Services  
Department, Government of Sindh,  
Karachi



**(PROF: NAJMA PATEL)**  
**MEMBER**

Head of the Department Paeds  
Cardiology  
Representative Procuring Agency  
NICVD Karachi.



**(ISHTIAQUE AHMED)**  
**MEMBER**

(Chief Health)  
Nominee of P&D Department  
Government of Sindh, Karachi



**(ATHAR BEHAZAD)**  
**MEMBER**

Deputy Secretary Finance  
Nominee of Finance Department,  
Government of Sindh, Karachi



**(SYED TANVEER HUSSAIN SHAH)**  
**CHAIRMAN**

Project Director-cum-Project Engineer  
Establishment of Pediatric cardiac Unit  
At NICVD Karachi.

**OFFICE OF THE PROJECT DIRECTOR-CUM-PROJECT ENGINEER  
ESTABLISHMENT OF PAEDIATRICS CARDIAC UNIT  
AT N.I.C.V.D KARACHI**

No.P.D.P.E/NICVD/1081/2018  
Karachi. Dated: 27/31/2018

**LETTER OF AWARD**

To,

M/s. ESS-I-AAR  
Planning, Engineering & Services Consultants.  
Suit No.314, 3<sup>rd</sup> Floor,  
Mashrique Center, Gulshan-e-Iqbal  
**Karachi**

**Subject: - “REMAINING WORK FOR THE PROJECT OF ARCHITECTURAL ENGINEERING CONSULTANCY (IN ASSOCIATION WITH STRUCTURAL ELECTRICAL MECHANICAL AND PLUMBING CONSULTANTS) FOR PLANNING, ARCHITECT DRAWING DESIGN, VETTING AND REVIEW, STRUCTURAL ELECTRICAL PLUMBING, DETAILED ALONG WITH THE TOP SUPERVISION TO PROVIDE THE SERVICES AND (DESIGN REVIEW AND DESIGN IMPROVEMENT IF REQUIRED OF THE EXISTING DRAWINGS) (RATES ONLY) FOR THE WORK “CONSTRUCTION OF ESTABLISHMENT OF PEDIATRIC CARDIAC UNIT AT NICVD KARACHI”.**

In continuation of this office letter No.PDPE/NICVD/1061 dated: 22-03-2018 regarding acceptance of above subjected work with the request to attend the office of the undersigned before last week of March 2018 to sign the contract agreement.

In this regard you have attended the office of the undersigned and signed the contract agreement on 27<sup>th</sup> March 2018 with mutual understanding. The work has been awarded as per contract agreement and letter of acceptance.

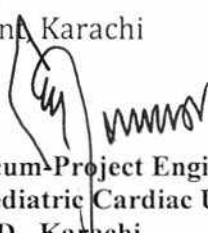
You are therefore advised to please start the remaining assigned tasks immediately as per details provided in the letter of acceptance i.e agreement form, terms of references and deliverable, special conditions and integrity pact, general conditions.

/

**Project Director-cum-Project Engineer  
Establishment of Pediatric Cardiac Unit at  
N.I.C.V.D., Karachi.**

**Copy forwarded with compliments to:-**

1. The Secretary to Government of Sindh, Health Department, Karachi
2. The Director Development, Government of Sindh, Health Department, Karachi

  
**Project Director-cum-Project Engineer  
Establishment of Pediatric Cardiac Unit at  
N.I.C.V.D., Karachi.**





# GOVERNEMENT OF SINDH

## FINANCIAL PROPOSAL FOR

Remaining Work for the project of Architectural, engineering Consultancy (In Association with Structural, electrical, mechanical and plumbing Consultants) for Planning, Architect Drawing Design, Vetting and review, Structural, Electrical, Plumbing, Detailed Along with the Top Supervision to Provide the services and (Design review and design improvement if required of the existing drawings) (Rates only) for the work "Construction of Establishment of Paediatric Cardiac Unit at NICVD Karachi  
(OUR SOME PROJECTS)



Jinnah Medical College & Hospital At Korangi Area, Karachi



Medical College, Landhi Karachi



Shaheed Mohtarma Benazir Bhutto Accident, Emergency & Trauma Center, at Civil Hospital, Karachi

Submitted By JV:



**M/s. ESS-I-AAR**

Planning, Engineering & Services  
Consultants

**M/S. MIA ASSOCIATES**

Mechanical & HVAC Consultants

Karachi Office: Suite No. 314, 3rd Floor, Mashriq Center, Gulshan-e-Iqbal Block-14, Karachi  
Ph: 021-34941059 Fax: 021-34890770

Multan Office: Ahmed Villas, House 16 Near Model Town Multan

Website: [www.ess-i-aar.com](http://www.ess-i-aar.com) Email: [info@ess.i.aar.com](mailto:info@ess.i.aar.com) & [eia1946@hotmail.com](mailto:eia1946@hotmail.com)

Handwritten signature or mark

### **Section 3: Financial Proposal - Standard Forms**

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs

Form FIN-3. Breakdown of Costs by Activity

Form FIN-4. Breakdown of Remuneration

Form FIN-4. Breakdown of Remuneration

Form FIN-5. Breakdown of Reimbursable Expenses

Form FIN-5. Breakdown of Reimbursable Expenses

CR

**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**

To,

23 February, 2018

**Project Director-Cum-Project Engineer**  
Establishment of Pediatric Cardiac Unit,  
At N.I.C.V.D Karachi, Rafiqui (H.J) Shaheed Road,  
Karachi

Dear Sir,

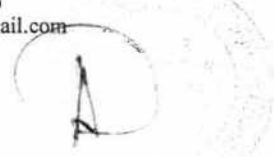
We, the undersigned, offer to provide the consulting services for **Remaining Work** for the **Project of Architectural Engineering Consultancy (In Association With Structural Electrical Mechanical and Plumbing Consultants) For Planning, Architect Drawing Design, Vetting and Review, Structural Electrical Plumbing, Detailed Along With the Top Supervision to Provide the Services and (Design Review and Design Improvement if Required of the Existing Drawings) (Rates Only) for the Work "Construction of Establishment of Pediatric Cardiac Unit at NICVD Karachi"** in accordance with your Request for Proposal dated 15 February, 2018 and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. 22,853,120.00/- in words **Twenty Two Point Eighty Five Million**.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this proposal and Contract execution, if we are awarded the Contract, are listed below.

We understand you are not bound to accept any Proposal you receive.

We remain,  
Yours sincerely

**Authorized Signature:****Name and Title of Signatory:** Dr. AFAQ SHOAIB C.E.O**Name of Firm:** M/s ESS-I-AAR, Planning, Engineering & Services Consultants**Address:** Suite No. 314, 3<sup>rd</sup> floor, Mashriq Center, Gulshan-e-Iqbal, Karachi

# FORM FIN-2 SUMMARY OF COSTS

Item	Costs	
	Indicate Foreign Currency	Indicate Local Currency
Total Costs of Financial Proposal <sup>2</sup>	NA	22,853,120.00

Handwritten signatures and scribbles are present below the table. A large, loopy signature is on the right side. In the center, there are several vertical scribbles and a signature that appears to be 'M. J. ...'. To the right of these, there is another signature that looks like 'D. ...'. There are also some smaller scribbles and marks scattered around the bottom right of the table area.

## FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>
Cost component	<b>Costs</b>
	Pak Rupees
Remuneration <sup>5</sup>	19,924,000.00
Reimbursable Expenses <sup>5</sup>	300,000.00
<b>Subtotals</b>	20,224,000.00
Sales Tax (13%)	2,629,120.00
<b>Grand Total</b>	<b>22,853,120.00</b>

S.No	Name	Position	Staff-Month Rate (PKR)	Input (Staff-Months)	Amount
1	M. Shoaib Ismail	Team Leader	85000	6.00	510,000.00
2	Waqar Akber Rizvi	Senior Architect	80000	3.00	240,000.00
3	Muhammad Arshad	Geo Technical Expert	90000	3.00	270,000.00
4	Arif Saleeem	Interior Designer	90000	3.00	270,000.00
5	Dr. Afaq Shoaib	Structural Engineer	90000	4.00	360,000.00
6	Muhammad Latif	Electrical Engineer	80000	4.00	320,000.00
7	Syed M. Ali Amir	Utility Design Engineer for HVAC	100000	30.00	3,000,000.00
8	Syed Raza Hamid Zaidi	Resident Engineer	150000	30.00	4,500,000.00
9	Mohammad Faheem Khan	Assistant Resident Engineer	120000	30.00	3,600,000.00
10	M. Khalid	Plumbing Engineer	90000	12.00	1,080,000.00
11	Rashid Ahmad	Quantity Surveyor / Quality Assurance	70000	24.00	1,680,000.00
12	Muhammad Rashid Shaikh	Health and Safety Manager	95000	24.00	2,280,000.00
13	M. Fawad Ashraf	Jr. Engineer	60000	12.00	720,000.00
14	Asad Bashir	Jr. Engineer	60000	12.00	720,000.00
15	M. Farhan	CAD Operator	65000	2.00	130,000.00
16	M. Faisal	CAD Operator	61000	2.00	122,000.00
17	M Aqeel	CAD Operator	61000	2.00	122,000.00
<b>Total Costs</b>					<b>19,924,000.00</b>

**FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>**  
**FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>**

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

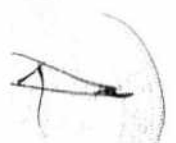
<b>Name<sup>2</sup></b>	<b>Position<sup>3</sup></b>	<b>Staff-month Rate<sup>4</sup></b>
<b>Foreign Staff</b>		
		[Home]
		[Field]
<b>Not Applicable (NA)</b>		
<b>Local Staff</b>		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

**FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES<sup>1</sup>**

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase): _____								
N <sup>0</sup>	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>b</sup>	Trip			NA			
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]	20	1000					20,000
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip			NA			
	Use of computers, software							
	Laboratory tests.	10	15,000					150,000
	Geotechnical Investigation							
	Local transportation costs	13	10,000					130,000
	Office rent, clerical assistance							
	Training of the PA's personnel <sup>b</sup>				NA			
	Any Other Expenses not covered under above (provide list)							
Total Costs								300,000







**FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES<sup>1</sup>**

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

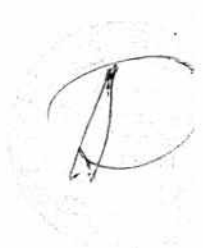
Group of Activities (Phase): _____								
N <sup>o</sup>	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>b</sup>	Trip			NA			
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]	20	1000					20,000
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip			NA			
	Use of computers, software							
	Laboratory tests.	10	15,000					150,000
	Geotechnical Investigation							
	Local transportation costs	13	10,000					130,000
	Office rent, clerical assistance							
	Training of the PA's personnel <sup>b</sup>				NA			
	Any Other Expenses not covered under above (provide list)							
Total Costs								300,000

### FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

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

N <sup>o</sup>	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel <sup>4</sup>		

1. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2. Indicate unit cost and currency.
3. Indicate route of each flight, and if the trip is one- or two-ways.
4. Only if the training is a major component of the assignment, defined as such in the TOR.



# 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. PDPE Establishment of Peads Cardiac Unit at NICVD Karachi.
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial Government of Sindh (Health Department)
- 3) TITLE OF CONTRACT Remaining Work for Consultancy Services.
- 4) TENDER NUMBER PDPE/NICVD/865 dated: 26-01-2018
- 5) BRIEF DESCRIPTION OF CONTRACT Remaining work for Procurement of Consultancy Services.
- 6) FORUM THAT APPROVED THE SCHEME P&D Department, Government of Sindh.
- 7) TENDER ESTIMATED VALUE Rs.39.500 Million
- 8) ENGINEER'S ESTIMATE N.A  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 30 Months
- 10) TENDER OPENED ON (DATE & TIME) 06-03-2018 at 03:00pm
- 11) NUMBER OF TENDER DOCUMENTS SOLD 05  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 05
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Dr. Afaq, Mashriq Centre, Gulshan-e-Iqbal Khi.
- 16) CONTRACT AWARD PRICE Rs.22.853 Million
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st Ranked M/s. ESS-I-AAR Planning, Engineering & Services  
2nd Ranked M/s. Atif Nazar (Pvt) Ltd Architects & Consulting  
Engineers
- 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	02-02-2018 SPPRA Sr. No.36597
No	

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

Yes	Daily Jang, Dawn & sarwan dated: 30-01-2018 & 31-01-2018
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 checked="" 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 type="checkbox"/>	No	<input checked="" 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"/>
-----	-------------------------------------	----	--------------------------

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	✓	No	
-----	---	----	--

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		No	✓
-----	--	----	---

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

Yes		No	✓
-----	--	----	---

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

Yes	
No	

Signature & Official Stamp of  
Authorized Officer



Project Director-cum-Project  
Engineer, Establishment of Paediatric  
Cardiac Unit, National Institute of  
Cardio Vascular Diseases, Karachi

**FOR OFFICE USE ONLY**

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

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**between**

**PROJECT DIRECTOR CUM PROJECT ENGINEER ESTABLISHMENT OF  
PAEDIATRICS CARDIAC UNIT AT  
(N.I.C.V.D), KARACHI**

**and**

**M/S. ESS-I- AAR  
Planining Engineering & Services Consultants.**

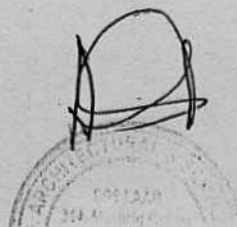
**for**

**REMAINING WORK FOR THE PROJECT OF ARCHITECTURAL  
ENGINEERING CONSULTANCY (IN ASSOCIATION WITH STRUCTURAL  
ELECTRICAL MECHANICAL AND PLUMBING CONSULTANTS) FOR  
PLANNING, ARCHITECT DRAWING DESIGN, VETTING AND REVIEW,  
STRUCTURAL ELECTRICAL PLUMBING, DETAILED ALONG WITH THE  
TOP SUPERVISION TO PROVIDE THE SERVICES AND (DESIGN REVIEW  
AND DESIGN IMPROVEMENT IF REQUIRED OF THE EXISTING  
DRAWINGS) (RATES ONLY) FOR THE WORK "CONSTRUCTION OF  
ESTABLISHMENT OF PEDIATRIC CARDIAC UNIT AT NICVD KARACHI"**

**SERVICES FOR THE WORK CONSTRUCTION OF  
"ESTABLISHMENT OF  
PEDIATRICS CARDIAC UNIT AT N.I.C.V.D KARACHI"**

**March, 2018**

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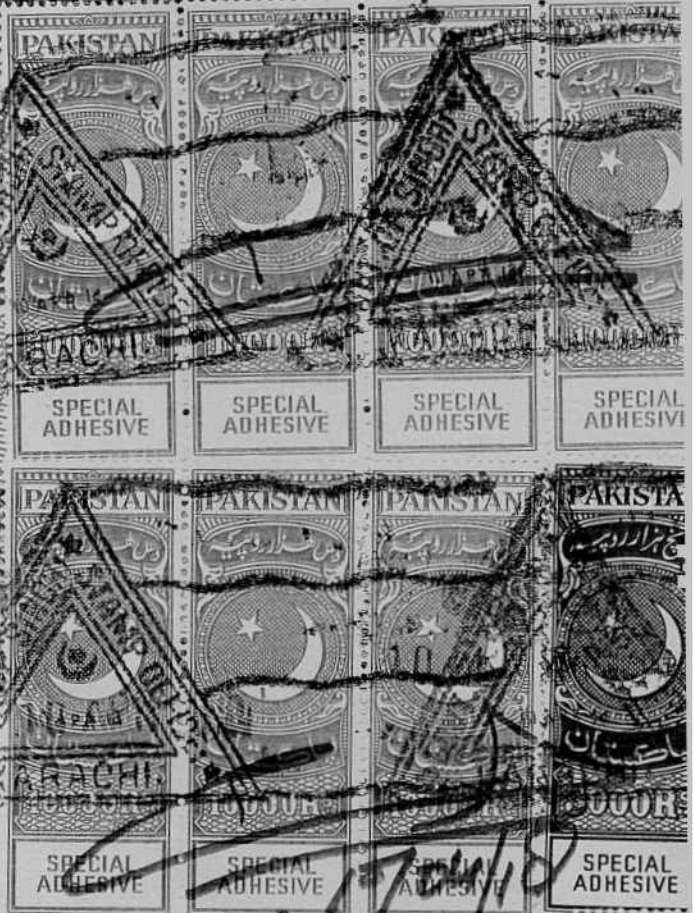
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689331

194 79.50/4  
10-4-18



500 Rupees



MUDASIR ALI STAMP VENDOR  
Shop No. 69, Sikandar Goth Sch. 33, Karachi.  
Lic. No. 139  
S. No.

51622

DATE: 21 MAR 2018

NADIR ALI MAGSI  
Advocate

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE NOT FOR USED DIVORCE DEED .....  
VALUE RS ..... (ATTESTED) .....  
STAMP VENDOR SIGNATURE .....

FORM OF CONTRACT

OFFICE SUPERINTENDED  
Office, City Court  
Karachi

10 APR 2018

17 APR 2018

This CONTRACT (hereinafter called the "Contract") is made on the 27<sup>th</sup> day of March of 2018, between, on the one hand, Project Director-Cum-Project Engineer Establishment of Pediatric Cardiac Unit, At N.I.C.V.D Karachi (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns)-and, on the other hand, M/S. ESS-I-AAR Planning, Engineering & Services Consultants (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

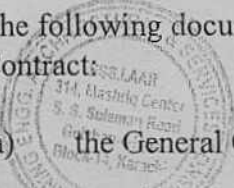
- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) the General Conditions of Contract;

- (b) the Special Conditions of Contract;



Appendix C: Key Personnel and Subconsultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.

Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

For and on behalf of

Witness

PROJECT DIRECTOR-CUM-PROJECT  
ENGINEER ESTABLISHMENT OF  
PEDIATRIC CARDIAC UNIT, AT  
N.I.C.V.D KARACHI

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name ZULFIQAR ALI

Name SYED TANVEER HUSSAIN

Title PS TO E.D., NICVD

Title \_\_\_\_\_

(Seal)

Project Director-cum-Project  
Engineer, Establishment of Paediatric  
Cardiac Unit, National Institute of  
Cardio Vascular Diseases, Karachi

For and on behalf of

Witness

M/S. ESS-I-AAR  
Planning, Engineering & Services  
Consultants

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name REHAN NIAZ MIRZA

Name Dr Afag Shouib

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 **Law Governing the Contract:-**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

Project Director-cum-Proprietary Engineer, Establishment of Paediatric Cardiac Unit, National Institute of Cardio Vascular Diseases, Karachi

**1.3 Language:-**

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

**1.4 Notices:-**

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

**1.5 Location:-**

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

**1.6 Authorised Representatives:-**

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

**1.7 Taxes:-**

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

**1.8 Leader of Joint Venture:-**

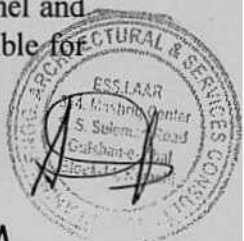
In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in SC, to act as leader of the Joint Venture, for the purpose of receiving instructions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

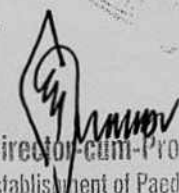
**1.9 Relation between the Parties:-**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.10 Headings:-**

The headings shall not limit, alter or affect the meaning of this Contract.



  
Project Director-cum-Project  
Engineer, Establishment of Paediatric  
Cardiac Unit, National Institute of  
Cardio Vascular Diseases, Karachi

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

### **2.1 Effectiveness of Contract:-**

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

### **2.2 Termination of Contract for Failure to Become Effective:-**

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

### **2.3 Commencement of Services:-**

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

### **2.4 Expiration of Contract:-**

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

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

### **2.5 Modification:-**


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

### **2.6 Extension of Time for Completion:-**

If the scope or duration of the Services is increased:

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



  
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## **2.7 Force Majeure:**

### **2.7.1 Definition:-**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract:-**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.7.3 Extension of Time:-**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.7.4 Payments:-**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

## **2.8 Suspension of Payments by the Client:-**

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



Project Director cum Project Engineer, Establishment of Paediatric Cardiac Unit, National Institute of Cardio Vascular Diseases, Karachi

## **2.9 Termination:**

### **2.9.1 By the Client:-**

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants:-**

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

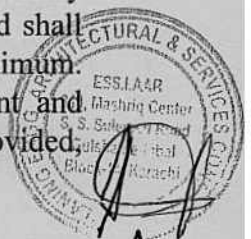
### **2.9.3 Cessation of Services:-**

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

### **2.9.4 Payment upon Termination:-**

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

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

**2.9.5 Disputes about Events of Termination:-**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraphs (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**3. OBLIGATIONS OF THE CONSULTANTS**

**3.1 General:**

**3.1.1 Standard of Performance:-**

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

**3.1.2 Law Governing Services:-**

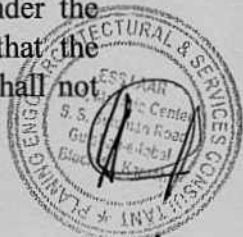
The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.

**3.2 Consultants Not to Benefit from Commissions, Discounts, etc:-**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

**3.3 Confidentiality:-**

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



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### **3.4 Liability of the Consultants:-**

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

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

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

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

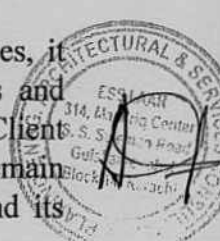
### **3.5 Other Insurances to be Taken out by the Consultants:-**

In addition to the insurance stated in Sub-Clause 3.4 above, the Consultants shall take out and maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

### **3.6 Consultants' Actions Requiring Client's Prior Approval:-**

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

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



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Child Vascular Diseases, Karachi

### **3.7 Reporting Obligations:-**

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

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

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

Restriction(s) about the future use of these documents, is specified in the SC.

### **3.9 Equipment and Materials Furnished by the Client:-**

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

### **3.10 Accounting, Inspection and Auditing:-**

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

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 General:-**

The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

### **4.2 Description of Personnel:-**

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants or Project in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.



#### **4.3 Approval of Personnel:-**

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

#### **4.4 Working Hours, Leave, Overtime, etc:-**

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

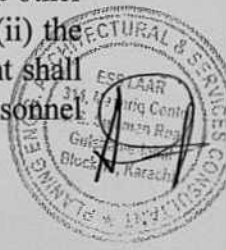
Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants,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

#### **4.5 Removal and/or Replacement of Personnel:-**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Engineer:-**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services.



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Cardiovascular Diseases, Karachi

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals:-**

#### **5.1.1 Assistance:-**

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organisations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

#### **5.1.2 Co-ordination:-**

The Client shall:

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

#### **5.1.3 Approvals:-**

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

### **5.2 Access to Land:-**

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

### **5.3 Change in the Applicable Law:-**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.



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## **5.4 Services and Facilities:-**

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) hereinafter.

## **5.5 Payments:-**

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

## **5.6 Counterpart Personnel:-**

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

additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Cost Estimates, Ceiling Amount:-**

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration, not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.



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- (c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

## **6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs):-**

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.
- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

## **6.3 Currency of Payment:-**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

## **6.4 Mode of Billing and Payment:-**

Billing and payments in respect of the Services shall be made as follows:

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
- (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
- (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Consultants to the Client.

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- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.

In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client.
- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

## 6.5 Delayed Payments:-

If the Client has delayed payments beyond the period stated in paragraph (c) of Sub-Clause 6.4, interest charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.



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Engineer, Establishment of Paediatric  
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Cardio Vascular Diseases, Karachi



## **6.6 Additional Services:-**

Additional Services means:

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

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

## **6.7 Consultants' Entitlement to Suspend Services:-**

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

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

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith:-**

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

### **7.2 Operation of the Contract:-**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement:-**

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



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**8.2 Dispute Settlement:-**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto.

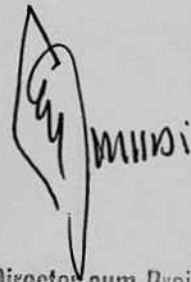
Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

**9. INTEGRITY PACT**

**9.1** If the Consultant or any of his Subconsultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

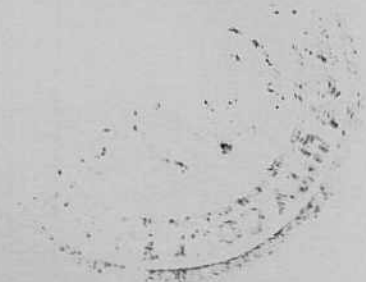
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage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

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





**Project Director-cum-Project Engineer, Establishment of Paediatric Cardiac Unit, National Institute of Cardio Vascular Diseases, Karachi**



### **III. SPECIAL CONDITIONS OF CONTRACT**

Clause Amendments of, and Supplements to, Clauses in the General Conditions of  
No. Contract  
of GC

#### **1.1 Definitions:-**

- (p) "Project" means ESTABLISHMENT OF PEDIATRICS CARDIAC UNIT AT NICVD KARACHI.

#### **1.6 Authorised Representatives:-**

The Authorised Representatives are the following:

For the Client:

SYED TANVEER HUSSAIN SHAH  
PROJECT DIRECTOR-CUM-PROJECT  
ENGINEER ESTABLISHMENT OF  
PEDIATRICS CARDIAC UNIT AT  
NICVD KARACHI.

Telephone : 021-99201271-75 Ext. 452  
Facsimile : \_\_\_\_\_  
E.Mail : pdnicvd@gmail.com

For the Consultants:

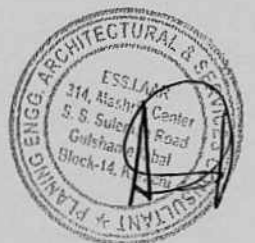
REHAN MIRZA (NAME OF PROJECT MANAGER)  
Mega Project Coordinator (Project).  
M/s. ESSI-AAR, Planning , Engineering & Services Consultant,  
(Address)  
Suite No. 314 3<sup>rd</sup> Floor, Mashriq Centre, Gulshan-e-Iqbal, Block -14, Karachi.

Telephone : 0344-2616022  
Facsimile : 021-34941059  
E.Mail : [info@ESSS-i-aar.com](mailto:info@ESSS-i-aar.com) & [eia1964@hotmail.com](mailto:eia1964@hotmail.com)

#### **1.7 Taxes:-**

[Note: To be included in this Clause as agreed with the Client.]

The contract price includes Income Tax but excludes Provincial Sales Tax



*All notes should be deleted in final text. All blanks should be filled in.*

#### **2.1 Effectiveness of Contract:-**

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

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#### **2.2 Termination of Contract for Failure to Become Effective:-**

The time period shall be 60 days or such other period as the Parties may agree in writing.

### **2.3 Commencement of Services:-**

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

### **2.4 Expiration of Contract:-**

The period of completion of Services shall be 30 months from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before February, 2020

"Completion of Services" means for Design, submission of bidding documents and for supervision of Project. The submission of final report on completion.

### **3.5 Insurance to be Taken out by the Consultants:-**

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs.150000/-
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.
- (c) Third Party liability insurance with a minimum coverage of Rs.NIL

### **3.6 Consultants' Actions Requiring Client's Prior Approval:-**

- (c) The Consultants shall also clear with the Client, before commitments on any action they propose to take during construction under the following:
  - i) Issuing Variations Orders in respect of:
    - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
    - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
    - any item of Works covered under Provisional Sums
  - ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
  - iii) Details of any nominated sub-contracts.
  - iv) Any action under terms of Performance Guarantee or Insurance Policy of construction/contractor.
  - v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.

- Adverse Physical Conditions and Artificial Obstructions
- Suspension of Works
- Bonus and Liquidated Damages
- Certificate of Completion of Works
- Defects Liability Certificate

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- Forfeiture
- Special Risks
- Frustration

- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.

**3.8 Documents Prepared by the Consultants to be the Property of the Client:-**

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

**4.6 Resident Engineer:-**

Abdul Tariq Jalil, Resident Engineer,

**5.1.1 Assistance:-**

- (a) The Client shall make available within 15 days from the Commencement Date, the documents listed in Appendix F

This list if warranted shall be supplemented subsequently.

- (d) Other assistance and exemptions to be provided by the Client are as per Appendix F

**5.1.2 Coordination:-**

- (a) The departments and agencies include Cantonment and other agencies if applicable

**5.1.3 Approvals:-**

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

**6.2 Remuneration / Contract Price:-**

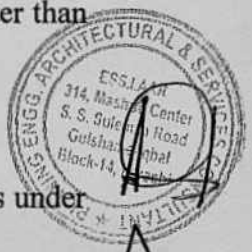
Consultants remuneration of Fee / Contract price for providing the services under this agreement shall be:

For DESIGN;

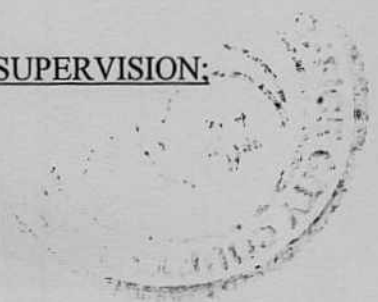
Lump Sum PakRs : 2,570,000/-  
(Plus Sales Tax if applicable) as detailed in Appendix-E

For SUPERVISION;

Pak Rs 17,354,000/-  
(Plus Sales Tax if applicable) for supervision for a period not exceeding 30 months as detailed in Appendix-E for fixed charge rates of man-months. Fully furnished and operating Site Office during Construction Phase shall be provided to the Consultants through Contractor at no cost to the Client.



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**Note:** For time over-runs in construction time requiring Consultants Supervision, a fee per month payable monthly shall be mutually agreed.

For REIMBURSABLES:

Lump Sum PakRs 300,000/- for Drafting  
printing of Reports

Total Fee Sum of (1), (2) & (3) = **Rs 19,924,000.00**

Sale Tax 13%

**Total Rs. 22853120/-**

### **6.3 Currency of Payment:-**

6.3(b) Remuneration for foreign personnel shall be paid in foreign currency and remuneration for local personnel shall be paid in local currency.

The reimbursable direct cost expenditures in foreign currency shall be as stated in Appendix-D.

The reimbursable direct cost expenditures in local currency shall be as stated in Appendix-E

### **6.4 Mode of Billing and Payment:-**

Billing and payments in respect to the Services shall be made by the Client to the Consultants as follows; in monthly Invoices for progress of work completed.

#### **For Planning and Design**

Payment against Planning and Design referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4.

Payments shall be made according to the following schedule:

Total Lump sum Design Fee L.S. (In all respect)	Rs 2,570,000/- (Plus Sales Tax if applicable)
(a) First on signing of Agreement Advance to the consultant	10% of total design Fee = Rs.257,000/-
(b) Soil Investigation Report	10% of total design Fee= Rs. 257,000/-
(c) On submission 3-D Building Scale Model	10% of total design Fee=Rs.257,000/- as per RFP)
(d) On submission of Detailed Architectural Design/ Drawings of the Building, Bank building i/c U.G.W.T& O.H,W.T(H.S.R)	(20% of total design Fee=514,000/- as mentioned in RFP).



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- (e). On Submission of Detailed structural Design / Drawing of building & of internal Plumbing Services , Internal Sui Gas fitting, internal sewerage system (15% of total design Fee= 385,500/- as mentioned in RFP).
- (f). On submission of Electrical Illumination & Small Power Telephone, Fire-Detection & Alarm System Drawings and lifts & HVAC System, Generator , UPS System MATV system & central oxygen, vaccum and compressed air system (to be prepared complete in all respect) (15% of total design Fee=385,500/- as per RFP)
- (g). On submission of Extarnal Services Design / Drawings i./c Fire Mains Hydrants, Sewarage System, Storm water drain. 10% of total design Fee= Rs. 257,000/-
- (h). Detailed Construction Drawings (Civil, Electrical, Plumbing) issued for Construction 10% of total design Fee= Rs. 257,000/-
- Total: 100% of total design Fee= 2,570,000**

**For Construction Supervision**

- (a) Payment for Pak Rs 17,354,000/- (Plus Sales Tax if applicable) referred under SC 6.2 against Construction Supervision shall be paid to the Consultants for the Services for a period not exceeding 30 months as specified in SC 2.4.
- (b). For time over-runs beyond 30 months a monthly payment shall be made for additional time, to be mutually agreed.  
Payment shall be made according to the following schedule:
- (c). The salary component shall be paid monthly basis as per deployment of the staff at site. The attendance of all the staff shall be submitted to the Project Director office for thier verification.



For the supervisory staff as deployed at site. The total fee for supervision shall be within the total fee as per Appendix E

**Note:**For any time over-runs of Construction period beyond 30 months, the Consultants shall be paid additional fee per month on a proportionate rate to be if mutually agreed.

**For Reimbursable**

Reimbursable Fee L.S. of Rs 300,000/- shall be paid in first 20 equal monthly installments @ Rs 15,000 per month from Date of signing of the Agreement.

**Project Director-cum-Project Engineer, Establishment of Paediatric Cardiac Unit, National Institute of Cardio Vascular Diseases, Karachi**

- (d). As soon as practicable and preferably within Fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit their bill in duplicate to the Client. Supporting documents shall be submitted for reimbursable direct costs expenditure, if any.

### **6.5 Delayed Payments:-**

The compensation on delayed payments for local and foreign currency shall be as follows:

**Note:** The incomplete item shall not be included in the delayed payment.

- (i) for foreign currency = ----- percent (...%) per annum. N.A  
(ii) for local currency = eight percent (8%) per annum.

### **6.6 Additional Services:-**

Additional services means service is given general condition and also.

If any service which include those engineering design & drawings which are required in this project but not done previously or any addition of item or design & detail which include or any addition or covered area additional supervisory work are also treated as a additional services.

The rate of additional services for the above discussed work shall be finalized after mutual understanding and cost of services available in PC-1 and shall be finalized by Project Director.

- 6.7** Any error or mistake shall be corrected with mutual understanding.



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**IV APPENDICES**



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Director, Establishment of Paediatric  
Department, National Institute of  
Cardiovascular Diseases, Karachi

**Appendix - A**  
**Description of the Services**

**TERMS OF REFERENCE (TOR)**  
**FOR**

REMAINING WORK FOR THE PROJECT OF ARCHITECTURAL ENGINEERING CONSULTANCY (IN ASSOCIATION WITH STRUCTURAL ELECTRICAL MECHANICAL AND PLUMBING CONSULTANTS) FOR PLANNING, ARCHITECT DRAWING DESIGN, VETTING AND REVIEW, STRUCTURAL ELECTRICAL PLUMBING, DETAILED ALONG WITH THE TOP SUPERVISION TO PROVIDE THE SERVICES AND (DESIGN REVIEW AND DESIGN IMPROVEMENT IF REQUIRED OF THE EXISTING DRAWINGS) (RATES ONLY) FOR THE WORK "CONSTRUCTION OF ESTABLISHMENT OF PEDIATRIC CARDIAC UNIT AT NICVD KARACHI".

**BACKGROUND OF ASSIGNMENT**

The Health Department, Government of Sindh has received funds from the Government of Sindh for establishment of Paediatrics Cardiac Unit at NICVD, Karachi. The Project Director-cum-Project Engineer NICVD, Karachi is responsible for executing the civil, electrical, plumbing & allied works for the subject assignment with approval of the competent authority.

The afore said project i.e. Construction of Establishment of Pediatrics Cardiac Unit At NICVD Karachi is approved by the Competent Authority under Annual Development Program. The Project Director NICVD needs the services of renowned Architect/in collaboration/associate Engineering Consultancy Firm for the timely and successful implementation of the project. The detail of subject assignment project regarding scope of work background is enclosed at (Annexure-A).

The timeline of the project shall be Thirty (30) months maximum, the consultant shall provide details of each activity/Work Plan for the period.

**CURRENT STATUS OF PROJECT:**

Detailed drawings available including architectural, structural and electrical for review and improvement (if any) for subject assignment / is enclosed as at (Annexure-A-1).

**1.0 DETAILED SCOPE OF SERVICES REQUIRED FROM THE CONSULTANT:-**

The terms of reference are detailed hereunder:

**1.1 Site Assessment/Need Assessment:-**

- i. Conduct the coordination meeting with Client and work out the methodology to perform the client requirements.

**1.2 Design Services:-**

- i. Based on the field survey and the requirement of the client, Architect/Design Consultant will propose 3-D Building Scale Models along with cost estimates with presentation for onward client approval.
- ii. On the basis of comments made by the client, the Consultant shall make necessary changes and finalize the approved design.
- iii. The proposed design shall be environmental friendly with focus given to utilize natural light and air as well as priority shall be given to have good indoor environment.



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- iv. Once the architectural design is approved, start preparing (with detailed architectural, structural, mechanical electrical & plumbing design with engineer's cost estimates). As mentioned in Annexure A-1.
- v. Architectural Drawings (including portioning and layouts) for construction, Mechanical and Sanitary Drawings (Heating-Cooling, Sanitation, Cold water, Fire Sprinkler etc.) for construction/installation. Electrical drawings (high-low voltage systems while also accounting for data, telecommunication etc.) for construction/installation.
- vi. Prepared Designs shall be cost effective and shall meet structural safety standards for minimizing natural disasters risks (seismic, heavy rains/winds, water logging and salinity, etc)
- vii. The Consulting company shall produce design, drawings, with due consideration to energy efficiency with International environmentally friendly norms and standards
- viii. The Consultant will develop indigenous designs using local available construction materials in efficient manner and meet the design standards.
- ix. Prepare engineering estimates of the entire project.

### **1.3 Architectural drawings:-**

Architectural drawings, though not limited to following, shall include:

- Floor plans / construction plans / with all partition types and details.
- Floor plans / Furniture design with location plan,
- Floor plan/ Floor covering
- Lighting Plan for Ceilings
- Interior elevations and sections.
- Details and design of all fixed furniture.
- Metalwork, woodwork and joinery drawings.
- Detailed floor finish/patterns drawings.
- Miscellaneous decorative details.
- Reflected ceiling plans (showing height, materials, finishes and decorative lighting)
- Design system of lifts, air-conditioned system, power generation as per requirement of Hospitals and Healthcare

### **1.4 Mechanical/Electromechanical and Sanitary drawings:-**

Mechanical and sanitary drawings, though not limited to below, shall include:

- Fire protection & Sprinkler system drawings
- Heating and cooling system drawings
- Sanitary system drawing (including water, plumbing etc.)
- Detailed elaborate on fire protection and safety.

### **1.5 Electrical drawings:-**

Electrical drawings (both high and low voltage), though not limited to below, shall include:

- Electrical layouts for ceiling and wall with defined hardware and all other equipment (to be closely coordinated with other drawings/plans), including: layout plan, the power installation plan, telephone, fire, air conditioned system, lifts etc
- Plan of electrical and computer network. Computer network design etc



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Cardiac Unit, National Institute of  
Cardio Vascular Diseases, Karachi

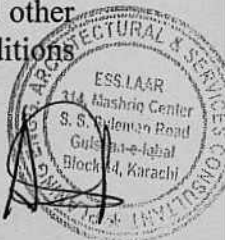
## 1.6 Time Period / Duration:-

The designing phase will be completed within 15 days w.e.f. the date of commencement of work order.

## 2. Construction Supervision Services:-

The Consultant is required to:

- i. Provide detailed construction supervision as per approved drawings and specifications and as per the approved plan (including Gantt Chart) of the client
- ii. Implied the standard procedures to ensure the quality of construction (which includes testing of materials and works at defined stages, vigorously perform field inspections and take timely actions as needed as per the site conditions).
- iii. Develop the Construction Supervision Protocols (Develop SOPs' for implementation which may include service standards for decisions/responses, check lists etc.)
- iv. Coordinate with different stakeholders of the project and facilitate for periodic field visits of the client.
- v. Certify that the construction work and the material brought at site by the contractor for use is in accordance with the approved specifications and is being tested as per standard practices.
- vi. Monitor systematically the progress of work according to the construction methodology and schedule of work provided by the contractor in the contract agreement, certifying allocation of resources by the contractor, suggesting any changes and recommendations to improve such practices at site and to avoid any delay in progress as forecast; the consultancy firm will also provide to client the monthly, quarterly progress update in all respects.
- vii. The firm will need to ensure that all necessary and required tests will performed by the contractor and to ascertain all test reports as per the quality standards for construction work.
- viii. Provide construction supervision (through qualified and well experienced civil engineers and supervisors/inspectors) for all the civil, electrical and plumbing works and water and sewerage pipelines at the given facility and certify the work in conformance to approved drawings and specifications at different work stages and deliverables as per the requirement to ensure the quality.
- ix. The firm will Certify (under firm's seal) running payments of the contractors (on the basis of work done in compliance with drawings and specifications and other stipulations, considering all required documentations needs as per the conditions of contract.



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Project Director-cum-Project  
Director, Establishment of Paediatric  
Intensive Care Unit, National Institute of  
Cardio Vascular Diseases, Karachi

- x. Make recommendations/alternatives corrective measures for removal of construction supervision related problems and execute them at site to avoid any delays.
- xi. Recommend any variation necessary to execute the work. The consultant shall ensure that any such changes would be assessed in advance if possible to avoid any loss of time. Moreover the consultant is required to deploy the supervision staff immediately after the award of work.

### **3. Maintenance of all project data / documents:-**

The consultant will be required to maintain all project data / information during the tenure of the assignment and prepare all required reports (both periodic and on demand) in both soft and hard copies and provide to the client during the tenure of the contract, and shall also handover all data/documents (hard/soft copies) to the client on completion of the assignment. The consultant will also be bound not to share any project data/report/information to any unauthorized person.

### **4. Payment Certificate / Schedule:-**

- ⇒ Prepare monthly contract payment estimates and prepare narrative progress reports and certifications for payment for approval of the Employer or Engineer including up to date cost estimates projected for construction and supervision till completion of the project and comments on Contractor's program.
- ⇒ Verify and certify work done for each Interim Payment Certificate in the form designed by the Employer as Standard IPC Processing Proforma in addition to the existing practice.
- ⇒ 5% shall be deducted from the payments up to 5.00 Million.
- ⇒ In case of failure or delay, the firm will be penalized up to 10% of the total project.
- ⇒ Payment schedule shall be finalized by the Procuring Agency.

### **DELIVERABLES**

1. Preliminary Design and Drawings
2. Final submission of selected Architecture Design (3-D Hard and Soft Copy)
3. Prepare and submit Proposed Building Scale Model along with Front Elevation, Outer development, walkways and other physical facilities
4. Detailed Structure Design and Drawings
5. Detailed Mechanical, Electrical, Plumbing Design and Drawings
6. Monthly/Quarterly Construction Supervision Reports.



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**Project Director cum-Project Engineer, Establishment of Paediatric Cardiac Unit, National Institute of Cardio Vascular Diseases, Karachi**

**DETAILED DRAWINGS AVAILABLE FOR REVIEW & IMPROVEMENT (IF ANY)**

**CIVIL DETAILED ARCHITECTURAL DRAWINGS**  
**ISSUED FOR CONSTRUCTION**

1. A-01 2<sup>nd</sup> Basement Plan- (28'-0") level
2. A-02 1<sup>st</sup> Basement Plan
3. A-03 Ground Floor Plan
4. A-04 First Floor Plan
5. A-05 Second Floor Plan
6. A-06 Third Floor Plan
7. A-07 Forth Floor Plan
8. A-08 5<sup>th</sup> Floor Plan
9. A-09 6<sup>th</sup> Floor Plan
10. A-10 7<sup>th</sup> Floor Plan
11. A-11 Mumty Floor Plan
12. A-31 Details of Ramp.



**Project Director-cum-Project  
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Cardio Vascular Diseases, Karachi**

**DETAILED DRAWINGS AVAILABLE FOR REVIEW & IMPROVEMENT (IF ANY)**

**CIVIL DETAILED STRUCTURAL DRAWINGS**

**ISSUED FOR CONSTRUCTION**

- |     |       |   |
|-----|-------|---|
| 1.  | S-01A | General Notes   |
| 2.  | S-01  | Foundation layout Plan (Form Work)                                |
| 3.  | S-02  | Foundation Sectional Details (Form Work-1)                        |
| 4.  | S-03  | Foundation layout Plan (Rebar Drawings)                           |
| 5.  | S-04  | Foundation Sectional Details-2                                    |
| 6.  | S-05  | Sectional Details-3 (Rebar Drawing)                               |
| 7.  | S-06  | Sectional Details-4   |
| 8.  | S-07  | Columns Elevation & Sectional Detail                              |
|     |       |   |
| 9.  | S-09  | Basement Slab at 16'0" Level (Form Work & Rebar Drawings)         |
| 10. | S-10  | Beams Elevation & Section at 16'0" level sheet (1/3)              |
| 11. | S-11  | Beams Elevation & Section at 16'0" level sheet (2/3)              |
| 12. | S-12  | Beams Elevation & Section at 16'0" level sheet (3/3)              |
| 13. | S-13  | Ramp Details & Sections.  |
|     |       |   |
| 14. | S-19  | Stair Case Details between Grid A-B/7-8                           |
| 15. | S-20  | Stair Case Details between Grid J/2-3                             |
| 16. | S-21  | Stair Case Details between Grid J/K                               |
| 17. | S-22  | Stair Case and Ramp Details (Rebar Drawings)                      |
| 18. | S-23  | Slab at level (+) 20'0" First Floor                               |
| 19. | S-24  | Beams Elevation & Sections at level (+) 20'0" sheet (1/5)         |
| 20. | S-25  | Beams Elevation & Sections at level (+) 20'0" sheet (2/5)         |
| 21. | S-26  | Beams Elevation & Sections at level (+) 20'0" sheet (3/5)         |
| 22. | S-27  | Beams Elevation & Sections at level (+) 20'0" sheet (4/5)         |
| 23. | S-28  | Beams Elevation & Sections at level (+) 20'0" sheet (5/5)         |
|     |       |   |
| 24. | S-14  | Ground Floor Slab at (+) 4'0" level (Form Work and Rebar Drawing) |
| 25. | S-15  | Beams Elevation & Section at level (+) 4'0" sheet (1/3)           |
| 26. | S-16  | Beams Elevation & Section at level (+) 4'0" sheet (2/3)           |
| 27. | S-17  | Beams Elevation & Section at level (+) 4'0" sheet (3/3)           |
| 28. | S-18  | Stair Case Details between Grid D/4-5 Rebar Drawings              |



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Manager, Establishment of Paediatric  
Cardiac Unit, National Institute of  
Cardio Vascular Diseases, Karachi

**ELECTRICAL DETAILED DRAWINGS AVAILABLE FOR  
REVIEW AND IMPROVEMENT (IF ANY)**

**ISSUED FOR CONSTRUCTION<sup>1</sup>**

- E-01 Legend and Abbreviation, General Notes, Detail of Earthing System, Tentative Construction, Detail of Distribution Board (DB) (B#2).
- E-02 Coordination layout plan for Light Points with Dimension Fire Alarm, Public Address & Close Circuit Tv Camera System (B#2)
- E-03 Lighting Layout Plan (B#2)
- E-04 PVC Conduit Plan for Power Sockets on normal supply Telephone & Networking System (B#2)
- E-05 PVC Conduit layout Plan for Fire Alarm, Public Address & Close Circuit TV Camera System (B#2)
- E-06 Coordination layout Plan for lighting System, Fire Alarm, Public Address & Close Circuit Camera System.(B#1)
- E-07 Lighting Layout Plan (B#1)
- E-08 PVC Conduit Plan for Power Sockets on normal supply (B#1)
- E-09 PVC Conduit layout Plan for Fire Alarm, Public Address & Close Circuit TV Camera System (B#1)
- E-10 Coordination layout plan for Light Points with Dimension Fire Alarm, Public Address Data & Telephone, Close Circuit TV Cameras System (Ground Floor)
- E-11 Lighting Layout Plan (Ground Floor)
- E-12 PVC Conduit Plan for Power Sockets on normal supply (Ground Floor)
- E-13 PVC Conduit Plan for Power Sockets on UPS supply (Floor)
- E-14 PVC Conduit layout Plan for Fire Alarm, Public Address Data & Telephone & Close Circuit TV Camera System (Ground Floor)
- E-15 Coordination layout plan for Light Points with Dimension Fire Alarm, Public Address Data & Telephone, Close Circuit TV Cameras System (First Floor)
- E-16 Lighting Layout Plan (First Floor)
- E-17 PVC Conduit Plan for Power Sockets on normal supply (First Floor)
- E-18 PVC Conduit Plan for Power Sockets on UPS supply (First Floor)
- E-19 PVC Conduit layout Plan for Fire Alarm, Public Address Data & Telephone & Close Circuit TV Camera System (First Floor)
- E-20 Coordination layout plan for Light Points with Dimension Fire Alarm, Public Address Data & Telephone, Close Circuit TV Cameras System (Second Floor)
- E-21 Lighting layout Plan (Second Floor)
- E-22 Power Conduit Plan for Power Sockets on normal supply (Second Floor)
- E-23 PVC Conduit Plan for Power Sockets on UPS supply (Second Floor)
- E-24 PVC Conduit layout Plan for Fire Alarm, Public Address Data & Telephone & Close Circuit TV Camera System (Second Floor)



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Project  
Establishment of Paediatric  
National Institute of  
Cardio Vascular Diseases, Karachi



- E-25 Coordination layout plan for Light Points with Dimension Fire Alarm, Public Address, Wifi, Close Circuit TV Cameras System (Third Floor)
- E-26 Coordination layout plan for Light System, Fire Alarm, Public Address, Wifi Close Circuit TV Cameras System (Third Floor)
- E-27 PVC Conduit Plan for Power Sockets on normal supply (Third Floor)
- E-28 PVC Conduit Plan for Power Sockets on normal supply (Third Floor)
- E-29 PVC Conduit layout Plan for Fire Alarm, Public Address Data & Telephone & Close Circuit TV Camera System (Third Floor)
- E-30 Coordination layout plan for Light Points with Dimension Fire Alarm, Public Address Data & Telephone, Close Circuit TV Cameras System (Fourth Floor)
- E-31 Lighting layout Plan (Fourth Floor)
- E-32 PVC Conduit Plan for Power Sockets on normal supply (Fourth Floor)
- E-33 PVC Conduit Plan for Power Sockets on normal supply (Fourth Floor)
- E-34 PVC Conduit layout Plan for Fire Alarm, Public Address Data & Telephone & Close Circuit TV Camera System (Fourth Floor)

NOTE: ONLY HARD COPIES ARE AVAILABLE.

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Project Director-cum-Project  
 Director, Establishment of Paediatric  
 Cardiac Unit, National Institute of  
 Cardio Vascular Diseases, Karachi



**Appendix - B**

**REPORTING REQUIREMENTS**

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

1. Soil Investigation Report
2. Final submission of selected Architecture Design (Hard and Soft Copy)
3. Prepare and submit Proposed Building 3-D Building Scale model
4. Detailed Structure Design and Drawings
5. Detailed Mechanical, Electrical (Lifts,HVAC), Plumbing Design and Drawings( Hard and Soft Copy)
6. Engineering Estimates & Construction Drawings
7. Monthly / Quarterly Construction Supervision Reports.
8. Submission Of Final Report

**Note:** 3-copies of each Report shall be provided by the Consultants and one soft copy (CD) of the final version.



Project Director-cum-Project  
Engineer, Establishment of Paediatric  
Cardiac Unit, National Institute of  
Cardio Vascular Diseases, Karachi





**Appendix - D**

**Breakdown of Contract Price in Foreign Currency**

(Not Applicable / Not Used)



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**Project Director-cum-Project**  
Director, Establishment of Paediatric  
Dept. National Institute of  
Cardio Vascular Diseases, Karachi



**Appendix - E**

**Breakdown of Contract Price in Local Currency**

**FORM FIN-2 SUMMARY OF COSTS**

Item	Costs	
	Indicate Foreign Currency	Indicate Local Currency
Total Costs of Financial Proposal <sup>2</sup>	NA	22,853,120.00

**FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY**

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>
	Costs
Cost component	Pak Rupees
Remuneration <sup>5</sup>	19,924,000.00
Reimbursable Expenses <sup>5</sup>	300,000.00
<b>Subtotals</b>	<b>20,224,000.00</b>
Sales Tax (13%)	2,629,120.00
<b>Grand Total</b>	<b>22,853,120.00</b>

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Project Director-cum-Project  
Director, Establishment of Paediatric  
Cardio Unit, National Institute of  
Cardio Vascular Diseases, Karachi



**FORM FIN-4 BREAKDOWN OF REMUNERATION**

S.No	Name	Position	Staff-Month Rate (PKR)	Input (Staff-Months)	Amount
<b>PHASE –I PLANNING &amp; DESIGN.</b>					
1	M. Shoaib Ismail	Team Leader	85000	6	510,000.00
2	Waqar Akber Rizvi	Senior Architect	80000	3	240,000.00
3	Muhammad Arshad	Geo Technical Expert	90000	3	270,000.00
4	Arif Saleem	Interior Designer	90000	3	270,000.00
5	Dr. Afaq Shoaib	Structural Engineer	90000	4	360,000.00
6	Muhammad Latif	Electrical Engineer	80000	4	320,000.00
7	Syed M. Ali Amir	Utility Design Engineer for HVAC	100000	6	600,000.00
<b>PHASE –II CONSTRUCTION &amp; SUPERVISION.</b>					
8	Syed Raza Hamid Zaidi	Resident Engineer	150000	30	4,500,000.00
9	Mohammad Faheem Khan	Assistant Resident Engineer	120000	30	3,600,000.00
10	M. Khalid	Plumbing Engineer	90000	12.00	1,080,000.00
11	Rashid Ahmad	Quantity Surveyor / Quality Assurance	70000	24	1,680,000.00
12	Muhammad Rashid Shaikh	Health and Safety Manager	950000	24	2,280,000.00
13	M. Fawad Ashraf	Jr. Engineer	60000	12	720,000.00
14	Asad Bashir	Jr. Engineer	60000	12	720,000.00
15	M. Farhan	CAD Operator	65000	2	130,000.00
16	M. Faisal	CAD Operator	61000	2	122,000.00
17	M Aqeel	CAD Operator	61000	2	122,000.00
<b>Total Costs</b>					<b>19,924,000.00</b>

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Project Director cum-Project  
 Establishment of Paediatric  
 Unit, National Institute of  
 Cardio Vascular Diseases, Karachi



## FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

Group of Activities (Phase): _____								
N <sup>o</sup>	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip	NA					
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]	20	1000					20,000
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip	NA					
	Use of computers, software							
	Laboratory tests.	10	15,000					150,000
	Geotechnical Investigation							
	Local transportation costs	13	10,000					130,000
	Office rent, clerical assistance							
	Training of the PA's personnel <sup>6</sup>		NA					
	Any Other Expenses not covered under above (provide list)							
<b>Total Costs</b>								<b>300,000</b>

  
 Project Director cum-Project  
 Establishment of Paediatric  
 International Institute of  
 Cardio Vascular Diseases, Karachi



**Appendix F**

**Services and Facilities to be Provided by the Client**

**and**

**Counterpart Personnel to be Made Available  
to the Consultants by the Client**

The Client shall make available the following Services and Facilities:

**1. Services and Facilities of the Client (Under Clause 5.4 of  
General Condition of Contract)**

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities described in this Clause at the times and in the manner specified hereunder: provided in the (78.1) of contract agreement of the contractor.

- 01 No Car 1000 C.C with fuel 100 liters per month, maintenance and driver (till the completion of the project).
- 01 No Car 800 C.C with fuel 100 liters per month, maintenance and driver (till the completion of the project).

OR

Rent of Car on monthly basis including maintenance, salary of driver and amount of 125liters for each car will be paid if car not provided by client.

- 01 No Office with furniture, AC alongwith water dispenser (till the completion of the project).

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Project Director-cum-Project  
Engineer, Establishment of Paediatric  
Cardiac Unit, National Institute of  
Cardio Vascular Diseases, Karachi





**Appendix -G**  
**(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.P.D.P.E/NICVD/1081/2018 Dated: 27<sup>TH</sup> MARCH,2018

Contract Value: RS. 22,853,120/- (Rs.22.853120 Million)

Contract Title: **Consultancy Agreement for Remaining work for the Project of Architectural Engineering Consultancy (in association with Structural Eectrical Mechanical and Plumbing Consultants) for Planning, Architect Drawing design, Vetting and Review, Structural Electrical Plumbing, Detailed along with the Top Supervision to provide the Services and (Design Review and Design Improvement if required of the existing Drawings) (rates only) for the work "construction of establishment of pediatric cardiac unit at nievd karachi"**

**M/S ESSI-AAR, Planning Engineering & Services Consultant**, 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, **M/S ESSI-AAR, Planning Engineering & Services Consultant**,. 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.

**M/S ESSI-AAR, Planning Engineering & Services Consultant**, 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.

**M/S ESSI-AAR, Planning Engineering & Services Consultant**, 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, [name of Supplier] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 Seller/Supplier:  
M/S ESSI- AAR, Planning  
Engineering & Services Consultant  
Signature: .....

[Seal]

Name of Buyer: Project Director-Cum-Project

Signature: .....

[Seal]

**Project Director-cum-Project  
Engineer, Establishment of Paediatric  
Cardiac Unit, National Institute of  
Cardio Vascular Diseases, Karachi**