



Entry No. 55. Dt. 5-3-22

Rs. Five Thousand Only

08 MAR 2022
Ex Officio Vendor

Consultancy Service for Residential Apartments

BY AND BETWEEN

AND

WHEREAS "IBA Karachi" intends to obtain Consultancy Service for Residential Apartments vide tender # CS/01/21-22 for the Consultancy Service for Residential Apartments (IBA Karachi requirement) discussions in respect of the same before the determination of the scope of work will be held with "IBA Karachi" and "the Consultancy Firm" have offered to render all kind of Consultancy Service for Residential Apartments (including but not limited to the "Consultancy Service for Residential Apartments" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA Karachi" having accepted the offer in a finished form complete in all respect.





STAMP OFFICE CITY COURT, KARACHI

RUPEES THREE THOUSAND ONLY

Issued to M/s. MESA Multichem Pvt. Ltd.CNIC/LEG No. 42201-8448758-8.Vide D.S.R. No. SP DT: 8-3-22On behalf of Challan No. 560 DT: 8-3-22for the purpose of _____Entry No. 55 Dt. 8-3-22

Ex Officio
08 MAR 2022

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

ARTICLE 2: SCOPE OF SERVICES

The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultancy Firm for the Project under this Agreement are described in the attached Appendix A.

ARTICLE 3: TIME SCHEDULE

- 3.1 **Effective Date of Commencement:** Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.
- 3.2 **Time Schedule of Services:** The time schedule of Services is given in the attached Appendix B.
- 3.3 **Extension of time:** Extension of time for completion of Services and the terms and conditions thereof shall be mutually agreed between IBA Karachi and the Consultancy Firm as and when required.



09 MAR 2022

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4.1 Obligations of the Consultancy Firm

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other independent Consultancy Firm or sub-contractor to perform any part of the Services.

- 4.1.7 The Consultancy Firm agrees that no proprietary and confidential information received by the Consultancy Firm from IBA Karachi shall be disclosed to a third party unless the Consultancy Firm receives written permission from IBA Karachi to do so.

4.2 Obligations of IBA Karachi

IBA Karachi shall provide to the Consultancy Firm:

- 4.2.1 All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultancy Firm for performing the Services within the Time Schedule given in Appendix B.
- 4.2.2 IBA Karachi shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultancy Firm.
- 4.2.3 IBA Karachi shall take all necessary measures to make timely payments to the Consultancy Firm as stipulated in Article 5, hereof.

ARTICLE 5

REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultancy Firm and the mode of payment shall be as described in the attached Appendix-C.

ARTICLE 6

ADDITIONAL SERVICES

IBA Karachi may ask the Consultancy Firm to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultancy Firm shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by IBA Karachi before the commencement of the Additional Services.

ARTICLE 7

TERMINATION

- 7.1 **End of Services:** The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.
- 7.2 **Termination by IBA Karachi:** IBA Karachi may, by a written notice of thirty (30) days to the Consultancy Firm, terminate this Agreement. All accounts between IBA Karachi and the Consultancy Firm shall be settled not later than sixty (60) days of the date of such termination.
- 7.3 **Termination by the Consultancy Firm:** The Consultancy Firm may suspend the Agreement by a written notice of thirty (30) days only if the Consultancy Firm does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultancy Firm after thirty (30) days of notice of suspension, the Consultancy Firm may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultancy Firm under such circumstances, IBA Karachi shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultancy Firm.

ARTICLE 8



FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either Party and which by the exercise of due diligence neither party can overcome.

If either Party is temporarily unable because of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform because of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

ARTICLE 9 RESOLUTION OF DISPUTES

In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA Karachi for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi

ARTICLE 10 APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

ARTICLE 11 CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.



ARTICLE 12
NOTICES

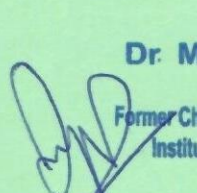
Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: IBA Karachi
Mr. M. Nasimul Haque Malik
Sr. Manager Contracts
Institute of Business Administration,
Main Campus, University of Karachi
University Road, Karachi
Ph: 111-422-422 ext.: 2517

To: The Consultancy Firm
Mr. MUHAMMAD NAMEER JILANI
Designation PROJECT ARCHITECT
Address M/S MESA: 301 - 3RD FLOOR. ALMURTAZA
Ph. No 0335 1136 700

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

**Dr. Mohammad Asad Ilyas**
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

IBA, Karachi

Name:

CNIC # _____

Address:

Registrar

Institute of Business Administration

Main Campus, University Road, Karachi

M/s. Mukhtar Enterprises Studio For Architecture

Name: Muhammad Hissaan Awaiz

CNIC # 42201-9448759-9

Address: Office 302, 3rd Floor, Building 52-C,

Lane No.1, Al-Murtaza Commercial, Phase VIII,

DHA, Karachi.

Designation: P.A / CEO

WITNESS:

1.

IBA, Karachi

Name:

CNIC # 42201-9128136-3

Address:

Head of Procurement

Institute of Business Administration

Main Campus, University Road, Karachi

2. MUHAMMAD NAMEER JILANI

M/s. MESA

Name: M. NAMEER JILANI

CNIC # 42101 7133639-5

Address:

Designation: PROJECT ARCHITECT

APPENDIX A

THE PROJECT & SCOPE OF SERVICES

A-1: THE PROJECT

Planning, Designing & Drawing of Residential Apartments at Staff Town Institute Of Business Administration Karachi University Enclave Karachi

A-2: SCOPE OF SERVICES

The work includes the design and development of the following facilities:

1. Reconnaissance Survey & Contouring of the Site
2. Planning, Drawing & Designing of 32 Nos of Residential Apartments (Suggested minimum covered Area of Each Apartment approx. 1800 Sq ft.).
3. Planning, Drawing & Presentation of Idea Conceiving plan & submission before the IBA Karachi for approval minimum of three alternatives.
4. Development of Architectural plan, Section, & Elevation & working Details for the Approved Plan as per Pakistan Building Code.
5. Development of Structural Design & drawing for the proposed 32 Nos Apartment.
6. Development of MEP Design & drawing For MEP utilities & services.
7. Development of Internal Road, Footpath, Drains etc.
8. Land Scaping of the Surroundings.
9. Preparation of BOQ as per CSR Sindh Govt.
10. Preparation Bidding Documents as per SPPRA.

The Consultancy Firm will be responsible for:

- Master Planning of Site area of approximate 1.25 Acres with facilities stated above at Para 1.
- Preliminary design and Detailed design of the facilities listed above
- Preliminary design and Detailed design of the infrastructure related to facilities stated above.
- Preparation of detailed BOQ based on CSR (Composite Schedule Rates) Sindh
- Preparation of detailed tender & working drawings

PHASE A: DESIGN WORK

- Stage 1: Master planning of the complete project
- Stage 2A: Preliminary Design and Detailed Design /Working Drawings
- Stage 2B: Draft tender Documents, Engineers Cost estimates and detailed BOQs.
- Stage 3: Final Design and Tender Documents
- Stage 4: Services during the tendering stage

STAGE 1: Data Collection, Survey, Analysis and Project Brief & Feasibility

the Consultancy Firm shall carry out all surveys and site investigations of the Project site as follows:

1. IBA Karachi Project brief, and site data supplied by IBA Karachi, data collected by the Consultancy Firm from authorities having jurisdiction.
2. Cost /Budget and schedule limitations
3. Site Information, such as:
 - a. Carry out a detailed Topographical Survey to determine and record the exact layout of the Site and adjacent areas (roads, structures, etc.), water channels, physical features, site levels, location of existing roads, boundary limits, services (above and belowground), existing structures and all other pertinent information and conditions relevant to the Project site.
 - b. Identify preliminary locations for both temporary and permanent works.
 - c. Statement on fundamental general and specific codes, building regulations and zoning requirements.
 - d. The extent of infrastructure and site constraints.

Project Design Brief:

The Consultancy Firm shall develop, along with IBA Karachi, a Design Brief and report for the Project and established standards for space requirements in compliance with planning regulations. the Consultancy Firm may recommend variations to the planning regulations which are justified and add value to the planning for the project. Such variations would be subject to IBA Karachi's approval.

The Consultancy Firm shall, in close collaboration with IBA Karachi, finalize the Project Design Brief to develop the Site and to include but not limited to:

- a. Review of local municipality rules and regulations applying to the site and their application.
- b. All Spaces allocations, programs and detailed schedules of Accommodation.
- c. Operational requirements, in collaboration with IBA Karachi.
- d. Facilities requirements.
- e. Special relations between facilities.
- f. Interfaces with existing or proposed facilities.
- g. The extent of the infrastructure, landscape and external works.
- h. Survey of existing and projected pedestrian and vehicular traffic, and emergency and services routes within the plot boundaries for buildings

STAGE 2: Design

The Consultancy Firm shall prepare a Design that will define the Project in terms of, Master Plan, Architectural building layouts, interior and exterior finishes Structural design and design of Electrical, Plumbing, Telephone, networking, CCTV, firefighting & HVAC Systems.

The Consultancy Firm shall accommodate in the Design any environmental considerations that may be required.

At the conclusion of this Stage, the Consultancy Firm shall prepare a Design Report including the 3D presentation that will summarize all of the work undertaken during this Stage. The Preliminary Design Report shall be submitted to IBA Karachi for review and approval. Upon approval by IBA Karachi, the Consultancy Firm shall Liaison with IBA Karachi and other relevant authorities for preparation upon final working and tender drawing and documents.

The deliverables under the scope of work at this stage shall consist of, but not limited to, the following:

a. Architectural Design Drawings

The design & drawings to appropriate scales will include the following:

- i. Site Master Plan to integrate various elements of the Complex with their connectivity proposal, building locations, roads, parking services, hard and soft landscape, vehicular and pedestrian traffic flows etc.
- ii. Master planning
- iii. Calculate the rough covered area of all the buildings of the project, their locations and space for future extension.
- iv. 3D views of the masterplan, with a complete outlook of the whole complex
- v. Floor Plans of each block
- vi. Building elevations, showing exterior finishes, openings and floor levels
- vii. Stair and Elevator Details
- viii. Fire Safety Plans
- ix. Ceiling plans
- x. Large scale partial floor plans of complex areas of important building components
- xi. Longitudinal and transverse building sections showing floor heights, ceiling heights and overall heights
- xii. Car park study showing the required car park spaces as per the local code's requirements, international regulations, and best practices.
- xiii. Schedule of alternatives (with recommendations) for building materials, interior, and exterior finishes.
- xiv. Cost Estimates based on Composite Schedule Rates of Sindh Govt. 2012 as directed.

b. Engineering Design & Drawings

Structural, Electrical, Telephone, BMS, Networking, CCTV, Fire Fighting, Plumbing & HVAC Drawings along with detailed working analysis and structural calculations:

- i. The design concept report encompasses all the structural requirements of the Building code of Pakistan (BCP) and all ACI Codes and Committee reports. Based on the report the Consultancy Firm will furnish the preliminary structural design drawings
- ii. Plumbing preliminary drawings
- iii. Electrical preliminary drawings
- iv. Earthing preliminary drawings
- v. Networking preliminary drawings
- vi. General arrangement plans- CCTV & security system
- vii. The Consultancy Firm will submit a report on the buildings means of egress in case of fire, based on IFC (International Fire Code) standards
- viii. Fire Detection & Fire Fighting System drawings
- ix. Sprinkler & hydrants preliminary drawing
- x. Air conditioning
- xi. Standards details
- xii. The design concept report should contain the following:
 1. Design criteria shall be part of the concept report.
 2. Preliminary area summary sheet with floor wise cooling/heating load requirements for each block separately.
 3. Electrical load calculations sheet for each block separately.
 4. Weather data sheet shall be part of the concept report.
 5. Narrative On plumbing & drainage facility clearly showing estimated (90% accurate) water supply and sewage loads.
 6. Concept report of fire protection, fuel/gas supply, electrical system, IT & security system, and vertical transport system discussing all components
 7. Concept drawings are complete in all respect including builder works drawings for early structural and architectural finalization of the design.
 8. Specification outlines of Air Conditioning, fire protection and plumbing system.

c. Infrastructure and Utilities Design

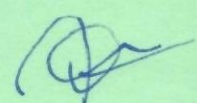
Preliminary design and drawings for infrastructure and utilities include the following systems:

- i. Site development general layout
- ii. Water supply system requirements and layouts
- iii. Firefighting system fire hydrants and breaching inlet layout
- iv. Fire reservoir and pump room
- v. Sewerage and Stormwater drainage system
- vi. External Electrification, Power and low current distribution networks, Initial load and distribution calculations
- vii. Access Roads, footpaths and walkways
- viii. Check Posts
- ix. Gates, Fence and Boundary walls
- x. Any other drawings and systems as viewed necessary
- xi. Sewer Manhole details and infrastructure services co-ordination
- xii. drawings with sections showing levels clearly

d. Landscape drawings

- i. Landscape design drawings specifying hard and soft scrapes, water features and lighting design.
- ii. List of plants
- iii. Initial details of planting system
- iv. Layout of sidewalks
- v. Proposed lighting philosophy
- vi. The proposed list of suppliers

e. Interior Design



The interior design section shall describe the interior concept design and will include:

- i. Space allocation program
- ii. Basic Design Criteria
- iii. Outline indication of internal finishes and materials
- iv. Concept drawings and layouts showing the interior design intent of the building(s).
- v. Concept building sections and elevations to define the Project components and the interior design character.
- vi. Preliminary layouts for the proposed furniture
- vii. Presentation material, as appropriate, to give a clear understanding of the design intent of the project. Mounted interior design coloured drawings and perspectives, to a suitable scale, shall be included.

STAGE 3: Final Design and Tender Documents


Following the approval of the Detailed Design, the Consultancy Firm shall prepare and submit the Final Design and Tender Documents incorporating IBA Karachi's review/comments of the previous stage and the final Bills of Quantities.

Final Design and Tender Documents shall comprise:

- **Volume 1 – Conditions of Contract [PEC Standard Forms of Contract]**
Instructions to Tenders
 - a. Form of Agreement
 - b. Form of Tender Bond
 - c. Form of Performance Bond
 - d. Form of Tender and Appendix to Tender
 - e. Conditions of Contract comprising
 - Part I - General Conditions of Contract
 - Part II - Conditions of Particular Application
- **Volume 2 – Specifications [by the Consultancy Firm]:** These documents (if more than one volume) shall be prepared by the Consultancy Firm; each shall be bound and provided with a printed cover.
- **Volume 3 – Bills of Quantities [by the Consultancy Firm]:** This document shall be prepared by the Consultancy Firm, bound and provided with a printed cover by the Consultancy Firm.
- **Volume 4 – Drawings:** Final drawings shall be prepared by the Consultancy Firm to appropriate size and listing.
- **Final Design Report:** On completion of the Final Design and Tender Document Stage, the Consultancy Firm shall submit a Final Design Report summarizing all stages of the design.

STAGE 4: Tendering and Pre-Construction Activities

- **Tender Addenda**
The Consultancy Firm shall, subject to the approval of the IBA Karachi, prepare an addendum to the Tender Documents if and when required. The addendum shall be issued to all Tenderers for incorporation into their Tender Offer in a timely manner.
- **Prequalification/Tenders Evaluation**
 - The Consultancy Firm shall attend Prequalification Proposal and tenders opening meeting.
 - The Consultancy Firm shall evaluate Prequalification Documents and, Tenderers' technical/financial offers and shall prepare a Prequalification Evaluation and Tender Report with analysis and recommendations.
- **Award of Construction Contract:** The Consultancy Firm shall:
 - Assist the IBA Karachi in the discussions and negotiations with the bidders throughout the process till the Contract is awarded.



- Prepare the required number of Approved for Construction (AFC) drawings and other contract documents for the construction contract. The AFC drawings shall incorporate all revisions and addenda issued since the issue of the tender.

SUBMISSION OF DOCUMENTS AND DRAWINGS

The Consultancy Firm is required to submit all project reports, drawings and documents in the format listed below and recorded on computer media (2 copies) using software and formats standardized and approved by IBA Karachi.

All items to be provided are deemed to be covered in the overall price submitted by the Consultancy Firm.

Sr. No.	Description	Qty	Size	Scale
1	Preliminary Design Preliminary Architectural drawings Preliminary Engineering drawings	3	A-4 / A-3	As Required
2	Final Design and Tender Final Tender Drawings (Plans, Elevations, Sections etc.), Final Tender Documents Cost Estimates	3	As Required	As Required
3	Tender Stage Issuance of Addendum and Recommendation at Tender Stage	3	As Required	As Required

PROFESSIONAL LIABILITY

Professional liability as stands in the prevalent conduct and practice of Consulting Engineers prescribed by the PEC and provisions mentioned in Rule 54 of Sindh Procurement Rules 2014 issued by the Sindh Procurement Regulatory Authority.

- The Consultancy Firm selected and awarded a contract shall be liable for the consequence of errors or omissions on the part of the Consultancy Firm.
- The extent of liability of the Consultancy Firm shall form part of the contract and such liability shall not be less than remunerations nor it shall be more than twice the remunerations.
- The procuring agency may demand insurance on part of the Consultancy Firm to cover the liability of the Consultancy Firm and necessary costs shall be borne by the Consultancy Firm.
- The Consultancy Firm shall be held liable for all losses or damages suffered by the procuring agency on account of any misconduct by the Consultancy Firm in performing the consulting services.

INTELLECTUAL PROPERTY RIGHTS

- All documents, reports, designs, research work and all deliverables prepared by the Consultancy Firm shall become and remain the property of IBA Karachi.
- Any future use of these documents and software by the Consultancy Firm shall not be done without the permission of IBA Karachi.

APPENDIX B

TIME SCHEDULE

B-1 Effective Date of Commencement of Services.

The effective date of Commencement of Services shall be from the date of receipt of IBA Karachi's "Letter to Acceptance" to the Consultancy Firms.

B-2 Time Schedule of Services

The Consultancy Firms shall commence the Services upon signing of the Contract Agreement, and receipt of "Letter to Acceptance" as stated in B-1 above which should be issued within 21 days of the signing of the Contract. The period of completion of Services shall be 3 Calendar months from the approval of the Conceptual plan. The approval of the Conceptual plan shall be conveyed in writing.



APPENDIX C

**REMUNERATION FOR SERVICES
&
SCHEDULE OF PAYMENT**

C-1 Total Remuneration

The cost offered by the Consultancy Firm is Rs. 2,300,000/- (inclusive of all taxes) Consultancy Service for Residential Apartments vide tender # CS/01/21-22 variation may occur. The cost is inclusive of labor /transportation /supplies /etc.

C-2 Schedule of Payments

Sr. No.	Deliverables / Milestones	% of total Amount	Payment Amount
1	Submission and Approval of Preliminary Design and Concept Reports	20%	Rs. 460,000.00
2	Submission and Approval of Detailed Design	20%	Rs. 460,000.00
3	Submission and Approval of Final Design and Tender Documents	20%	Rs. 460,000.00
4	Submission and Approval of Tender Evaluation Report	20%	Rs. 460,000.00
5	Submission and Approval of Working Drawings	20%	Rs. 460,000.00
Total Fee			Rs. 2,300,000.00

Note: No advance payment is admissible under this contract.

C-3 Delayed Payment

In case of delay in payment beyond the 20 days from submission to the Finance Department of the verified bill from the Project Department, IBA Karachi shall pay to the Consultancy Firm, compensation at the rate of eight per cent (8%) for the delayed amount in local currency.

C-4 Penalty Clause

In case of delay, the Consultancy Firm could not deliver as per the agreement in due stipulated time a penalty @ 1 % per week of the delayed time of contract amount shall be imposed with the maximum limit of penalty is 10 % of the Contract amount.

APPENDIX D

SPECIAL CONDITIONS

D-1 PROJECT MANAGER

Mr. -----

D-2 REPRESENTATIVE OF IBA KARACHI

Mr. M. Nasim ul Haque Malik
Sr. Manager Contracts
Institute of Business Administration,
Main Campus, University of Karachi
University Road, Karachi
Ph: 111-422-422 ext.: 2517

D-3 VENUE OF ARBITRATION

Karachi

D-4 LOCATION OF THE COURTS HAVING JURISDICTION

District Court, Karachi

