

**Request for Expression of Interest (EOI)  
[For Consulting Services]**

**TENDER NO. RE/CP/HSC/JUN/01/2024**

State Life Insurance Corporation of Pakistan invites Expression of Interest (EOI) through e-pads(e-procurement system of PPRA) from the consultant firms / consultants, who are on Active Taxpayers List of the Federal Board of Revenue for the services of Design & construction supervision of capital projects of civil/ electrical/ mechanical / fire-fighting / CCTV / security / miscellaneous for Sindh for a period of three (03) years. Method of selection will be Least Cost.

2. Tender must be supported with bid security as shown in the bidding documents in Shape of pay order/banker's cheque in the name of State Life Insurance Corporation of Pakistan.
3. Tender documents will be received only from those firms who are registered with PPRA for e-procurement on EPADS system for tendering in State Life Insurance Corporation of Pakistan through their email addresses which were provided by them to PPRA at the time of their registration.
4. Filled tender must be submitted through email address on **31-07-2024** till 11:00 AM sharp. Bids will be opened the same day at 11:30 A.M. Single stage two envelope procedure of PPRA will be followed.
5. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk) and SLIC Website [www.Statelife.com](http://www.Statelife.com).

**Assistant Manager (Electrical)**  
5th Floor, Real Estate Division,  
State Life Building No. 9  
Dr. Ziauddin Ahmed Road,  
Karachi.  
021-99202877



PRE-QUALIFICATION DOCUMENT FOR  
HIRING SERVICES OF CONSULTANT

FOR

**DESIGN & CONSTRUCTION SUPERVISION OF CAPITAL**  
**PROJECTS OF CIVIL/ ELECTRICAL/ MECHANICAL /**  
**FIRE-FIGHTING / CCTV / SECURITY / MISCELLENOUS**  
**FOR SINDH**

**TENDER NO. RE/CP/HSC/JUN/01/2024**

REAL ESTATE DIVISION  
PRINCIPAL OFFICE,  
STATE LIFE BUILDING #. 9  
DR. ZIAUDDIN AHMED ROAD,  
KARACHI.

**DESIGN & CONSTRUCTION SUPERVISION OF CAPITAL PROJECTS**  
**OF CIVIL/ ELECTRICAL/ MECHANICAL / FIRE-FIGHTING / CCTV /**  
**SECURITY / MISCELLENOUS FOR SINDH**

**TENDER NO. RE/CP/HSC/JUN/01/2024**

State Life Insurance Corporation of Pakistan invites applications for the appointment of Consultant for the above mentioned job.

- A.** Interested consultants / firms who are registered with PPRA for e-procurement on EPADS system for tendering can download tender documents from e-pads.
- B.** The process of selection of consultant shall be carried out in accordance with criteria given in document.
- C.** Bidding shall be carried out through 'Single stage two envelope' procedure. Prospective Bidders are required to submit a Pay Order of **Rs: 300,000/- BID SECURITY** in favor of STATE LIFE INSURANCE CORPORATION OF PAKISTAN. Original bid security should be reached to this office 5<sup>th</sup> floor, Real Estate Division, State Life Building No. 09, Dr. Zia Uddin Ahmed road Karachi in sealed envelop with subject of tender mentioned on it.
- D.** Prospective Bidders are requested to submit their tender through email address on EPADS on or before **31-07-2024, at 11:00 Hrs.**
- E.** Technical proposals will be opened on same date at **11:30 Hrs.** on the same day on e-pads.
- F.** Interested Firms / Persons must ensure that all the relevant details / documents should be submitted on e-pads as desired in the tender. Scanned Incomplete documents submitted on e-pads without undertaking, valid documentary evidence, supporting documents or unsigned or not stamped will not be considered. In general, use of blanko, whito is prohibited. The scanned financial document can be rejected if blanko, whito is used to correct the financial figures.

**Note:** STATE LIFE may reject any or all applications at any time prior to the acceptance of award, as per provisions of PPRA Rules.

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## **Preamble**

State Life Insurance Corporation of Pakistan owns 40 no. of Residential & Commercial buildings in Sindh as detailed at **Annexure – A**. These buildings require regular maintenance to keep the services running. Regular operation, servicing & maintenance is carried out departmentally by hiring services of contractors whereas for additions, major renovations or areas where expertise is not available departmentally, services of Consultant are desired.

Since most of the buildings as given in **Annexure – A** are old with more than 20 years life, those require major maintenance, repairs & renovations due to life cycle completion of materials. For this purpose, State Life requires services of Consultant / Consulting firm who have expertise of design in maintenance / repairs / renovations of buildings. The fields of expertise required are Civil /Architecture/ Electrical / Mechanical (Lifts / HVAC / Fire Fighting) / CCTV etc.

The Consultant shall be hired for period of 03 years and will be responsible for survey, design, preparation of BOQ, Tender Documents, contractor evaluation, construction supervision, checking & verification of bills of contractors. After completion of hiring process, contract will be signed with the Consultant for a period of 03 years (non-extendable). Number of projects assigned to them shall be at sole discretion of State Life. Consultant will be paid as per financial terms of the contract. Further any project which has been initiated on the design / recommendations of Consultant during contract period of 03 years will be completed under the supervision of Consultant even if the contract period expires. The Consultant will be paid its fee as per financial terms of the contract. No further project will be assigned to Consultant upon expiry of contract period.

# **GENERAL TERMS & CONDITIONS**

**TENDER NO. RE/CP/HSC/IUN/01/2024**

## **1. INVITATION:**

All the eligible Consultants having valid registration with Pakistan Engineering Council (PEC) / PCATP for relevant work can participate in the bidding process for providing services for **Design & Construction Supervision Of Capital Projects Of Civil/ Electrical/ Mechanical / Fire-Fighting / CCTV / Security / Miscellaneous For Sindh**

## **INSTRUCTION TO CONSULTANTS / FIRMS**

- 1.1** The bidders will be prequalified or short listed in accordance with the criteria given in the document.
- 1.2** The Request for financial proposals of qualified Consultants will be opened on e-pads on the date to be given after completion of technical process on e-pads. The basis for award of contract will be most advantageous bid meeting the tender requirements.
- 1.3** Consultants may visit the sites (if necessary), familiarize themselves with conditions, rules & regulations of concerned authorities and take them into account prior to preparation of proposals. Consultants will be encouraged for asking any query related to the assignment and may liaise with STATE LIFE for bringing any technical insight into the assignment.
- 1.4** Consultants shall bear all costs associated with the preparation and submission of their proposals. STATE LIFE reserves the right to annul the selection process at any time prior to award of contract, without thereby incurring any liability to the Consultants.
- 1.5** STATE LIFE may provide available facilities and inputs as required by the firm.
- 1.6** Consultants are required to submit the following documents on e-pads;
  - i.** Company Profile.
  - ii.** Valid Registration as Consultant with PEC / PCATP.
  - iii.** NTN Registration and all other related registrations.
  - iv.** Relevant Experience.
  - v.** List of full time technical and supervisory staff along with their CVs.
  - vi.** Details of International Affiliations

- vii. Details of Works/Services of similar nature completed with cost.
- viii. Details of Present Running Projects project with cost.
- ix. Undertaking on stamp paper that the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- x. Last 03 years audited financial statements.

## **2. CONFLICT OF INTEREST**

**2.1** Consultant is required to provide professional, objective, and impartial services in the best interest of State Life Insurance Corporation of Pakistan. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the interest of STATE LIFE, or that may reasonably be perceived as having such effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

**2.2** Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below;

- (i)** A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- (ii)** A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the STATE LIFE staff who is directly or indirectly involved.

- (iii) Contract may not be awarded unless the conflict stemming from this relationship has been resolved.

**3. FRAUD OR CORRUPTION**

- 3.1 Consultants should observe the highest standard of ethics during the execution of Contract.

**4. ELIGIBLE CONSULTANT**

- 4.1 Consultants technically qualified, will be eligible called for opening of their financial proposal on e-pads. The financial proposals will be opened on e-pads on the date given after completion of technical process.

**5. AMENDMENT IN THE DOCUMENT**

- 5.1 STATE LIFE may, at any time prior to the deadline for submission of the applications, at its own initiative or in response to a clarification requested by the Applicants, amend the document, on any account, for any reason. All amendment(s) shall be part of this prequalification document.

- 5.2 STATE LIFE shall notify the amendment(s) in writing to the prospective interested parties.

- 5.3 STATE LIFE may, at its sole discretion, amend the Document or extend the deadline for the submission of the Proposal under PPRA Rules.

**6. QUERIES:**

- 6.1 Queries of the Applicant/Firm (if any) for seeking clarifications regarding the services required must be received in writing to STATE LIFE **07 days** prior to submission time. All queries shall be responded within due time. Any query received after said date shall not be entertained.



7. **PROPOSAL SUBMISSION REQUIREMENT:**

7.1 For this tender, Single Stage, 02 envelope **bidding procedure** shall be adopted for competitive bidding whose details are given as under;

a) **TECHNICAL PROPOSAL:**

- (i) The consultant shall submit documents for qualification on e-pads through their email addresses which were provided by them to PPRA at the time of their registration containing Profile, brochure, experience & registration etc. as per requirement of evaluation criteria.
- (ii) The technical proposal shall be opened on given date before committee in presence of their representatives who choose to attend on e-pads. The proposal will be evaluated in accordance with the specified evaluation criteria.
- (iii) After technical evaluation, The Consultants shall be informed whether they stand qualified or not & results will be placed on e-pads/PPRA website.

b) **FINANCIAL PROPOSAL**

- (i) Financial proposal of only technically qualified consultants shall be opened on given date before committee in presence of their representatives who choose to attend on e-pads.
- (ii) The bid after evaluation will be awarded to most advantageous bidder meeting the terms and conditions of tender.

8. **PROPOSAL EVALUATION & CRITERIA**

8.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact STATE LIFE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the STATE LIFE during examination,

evaluation, ranking of Proposals, and recommendation for award of Contract may result in their disqualification.

## 8.2 **MANDATORY REQUIREMENT**

- i. Valid Registration as Consultant with PEC / PCATP.
- ii. Valid NTN Registration.
- iii. Valid Sales Tax Registration
- iv. Undertaking that the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- v. Consultants must have inhouse capacity to cover Architecture & complete engineering in order to assure “One Window Operation”

S.#	Description	Marks	Marks Allocation
1	STATUS OF THE FIRM (Taken from date of registration / licensing of firm)	10 Marks	10 Marks, 10 yrs or above 08 Marks, 8-10 Yrs 06 Marks, 6-8 Yrs 05 Marks, 5 -6 Yrs 00 below 5 Yrs
2	LIST OF Engineers (Architect & Engineers, having inhouse experience of designing & construction supervision) Qualification B. E or B.Sc / B.S	10 Marks	2.5 Mark for each Engineer
3	Number of projects completed in last 05 years (Minimum Project Cost Rs: 10 million) <i>Note: Project cost include cost of construction &amp; consultancy</i>	40 Marks	10 Mark for each Project completed
4	Number of projects in hand (Minimum Project Cost Rs. 10 Million) <i>Note: Project cost include cost of construction &amp; consultancy</i>	30 Marks	10 Mark for each Project in hand
5	AVERAGE (turnover last three years, only consultancy fee). Attach audited Balance sheets for year 2020, 2021 & 2023	10 Marks	Rs. 5 (M) or above 10 04 -5 (M) 07 03 -04 (M) 05 Less than 03 (M) 00
	<b>TOTAL MARKS</b>	<b>Total 100</b>	<b>SELECTION MARKS 60 OUT OF 100</b>

After the technical evaluation is completed, STATE LIFE shall notify the results on e-pads/PPRA website and in writing to the Consultants that have secured the minimum qualifying marks i-e 60, allowing a reasonable time, for opening of Financial Proposals.

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**9. Award of Contract**

- 9.1** STATE LIFE shall award the Contract to the selected Consultant, and the same would be announced on e-pads/PPRA website.
- 9.2** After receiving of award of contract, consultant is required to sign the agreement for the specified work.

**10. Duties of the Consultant**

**10.1 Investigation & design Phase**

The Consultant has to provide consultancy services for the subject works with following scope of work.

- a)** Consultant shall inspect thoroughly the existing building / Site for the assigned work.
- b)** Conduct Investigation, prepare concept / planning, design drawings, B.O.Q, & estimate for the work.
- c)** The concept design, drawings submitted by Consultant will be checked by State Life Engineers for their input / suggestions. After inserting the suggestions of State Life Engineers, Consultant will prepare final concept drawings for approval of State Life Management.
- d)** After approval from State Life Management, if required, Consultant will submit the same to Cantonment Board / Sindh Building Control

Authority or any other authority like Municipal Corporation / KMC / EPA etc & get its approval. All the process involved at this stage will be handled by Consultant, State Life will pay any officials challan / fee for the approval of drawings / plans.

### **10.2 Tender Stage**

After approval of plans, the Consultants shall prepare the following documents:

- a. Prepare detailed tender documents as per PEC standard bidding document, B.O.Q, estimate & Specifications for approval of Employer.
- b. Tender will be called by Employer, however technical & financial evaluation of bidders shall be scrutinized, examined & recommended by Consultant to the Employer for approval & award.

### **10.3 Detailed Supervision:**

The Consultants shall undertake **Supervision** of execution of works by contractor as under:

- a. Checking layouts/works/quality with reference to the details/ design in relation to the scope of works etc.
- b. Checking that the contractor executing the work in accordance with the final approved working drawings, tender documents and specifications. Suggest substitution of materials, whenever any material is not available. Preparing and issuing new detailed drawings whenever it is deemed necessary to make the adjustments in the construction.
- c. It will be responsibility of Consultant to check the bills submitted by contractor. The consultant will be responsible for checking of quantities, rates as per B.O.Q and final recommendation of bill to Employer.
- d. Any variations in the approved works shall be vetted by Consultant, its rates analyzed and after approval from Employer the works executed through contractor. While preparing the estimated B.O.Q, the consultant shall make sure that their prepared B.O.Q is in compliance of design and the quantum of

variations while executing shall be minimum. Variations above 10% of original B.O.Q may invite *unsatisfactory* remarks from Employer with complete justification by consultant for the circumstances resulting in variations more than 10%.

- e. The final cost of works shall be determined after acceptance of the contract price by STATE LIFE. In the event that change occurs with the approval of the STATE LIFE (upward or downwards) in the contract price, then the cost of the works will be adjusted accordingly. The adjusted completion price shall stand as the final cost of completed work and the Consultants fees shall be finalized accordingly.
- f. Detailed supervision will be done by Consultant through experienced Engineers of the field as required.

**11. Mode of Payment**

Mode of payment shall be set as per TOR.

**12. Documents to be supplied by the consultant.**

In addition to the copies of the documents to be supplied by the Consultants to STATE LIFE for Approval, the Consultants shall provide the following documents;

- i. Complete set of tender drawings (Civil, Electrical, Plumbing, landscape etc) in hard & soft format (Autocad & Pdf).
- ii. Final Set of as-built drawings after completion of project in hard & soft format (Autocad & Pdf).
- iii. All original copies of project record i-e test reports, progress reports, approvals etc

**13. Care and Due Diligence**

- a. The Consultant affirm and guarantee that they are skilled and fully qualified, and that they shall make use of all such skills and qualification in the best professional standards and skills to accomplish the works/projects in the most economical method.

- b. The Consultant shall be fully responsible for the correctness, structural stability, safety and serviceability of design and its construction according to their design and specifications. The approval of the design by STATE LIFE shall not absolve the Consultants or their associates of their responsibilities under this article.
- c. If STATE LIFE suffers any losses due to proven faults, errors, delay or omissions in design on the part of Consultants or any of their associates during construction phase or afterwards, Consultant shall be liable to make good all such losses.

**14. Black listing Policy.**

In case of negligence of the consultant causing damage to STATE LIFE in terms of time or cost, STATE LIFE has the right to take action against the consultant as per State Life Blacklisting policy / PPRA Rules.



# **STATE LIFE INSURANCE CORPORATION OF PAKISTAN**

**REQUEST FOR FINANCIAL PROPOSAL**

## **FINANCIAL TERMS OF REFERENCE**

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**FOR**

**DESIGN & CONSTRUCTION SUPERVISION OF CAPITAL  
PROJECTS OF CIVIL/ ELECTRICAL/ MECHANICAL / FIRE-  
FIGHTING / CCTV / SECURITY / MISCELLENOUS FOR  
SINDH**

**TENDER NO. RE/CP/HSC/JUN/01/2024**

***REAL ESTATE DIVISION,  
PRINCIPAL OFFICE,  
STATE LIFE BUILDING NO.09,  
KARACHI***

**LETTER OF PROPOSAL SUBMISSION**  
(To be printed on letter head of Company)

Dated: \_\_\_\_\_

To,  
Chief Engineer,  
State Life Insurance Corporation,  
Real Estate Division,  
Principal Office,  
**Karachi.**

SUB: **DESIGN & CONSTRUCTION SUPERVISION OF CAPITAL PROJECTS OF CIVIL/  
ELECTRICAL/ MECHANICAL / FIRE-FIGHTING / CCTV / SECURITY / MISCELLENOUS FOR  
SINDH  
TENDER NO. RE/CP/HSC/IUN/01/2024**

Dear Sir,

We, the undersigned, offer to provide the Consulting Services to State Life (Employer) in accordance with TOR Document duly provided to us. Our cost of Professional Services is quoted in document.

We hereby submit our proposal as desired.

We remain,

\_\_\_\_\_  
Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and Address of Firm:



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## **Preamble:**

State Life Insurance Corporation of Pakistan owns **40** no. of Residential & Commercial buildings in Sindh as detailed at **Annexure - A**. These buildings require regular maintenance to keep the services running. Regular operation, servicing & maintenance is carried out departmentally by hiring services of contractors whereas for additions, major renovations or areas where expertise is not available departmentally, services of Consultant are desired.

Since most of the buildings as given in **Annexure - A** are old with more than 20 years life, those require major maintenance, repairs & renovations due to life cycle completion of materials. For this purpose, State Life requires services of Consultant / Consulting firm who have expertise of design in maintenance / repairs / renovations of buildings. The fields of expertise required are Civil / Electrical / Mechanical (Lifts / HVAC / Fire Fighting) / CCTV etc.

The Consultant shall be hired for period of 03 years and will be responsible for survey, design, preparation of BOQ, Tender Documents, contractor evaluation, construction supervision, checking & verification of bills of contractors. After completion of hiring process, contract will be signed with the Consultant for a period of 03 years (non-extendable). Number of projects assigned to them shall be at sole discretion of State Life. Consultant will be paid as per financial terms of the contract. Further any project which has been initiated on the design / recommendations of Consultant during contract period of 03 years will be completed under the supervision of Consultant even if the contract period expires. The Consultant will be paid its fee as per financial terms of the contract. No further project will be assigned to Consultant upon expiry of contract period.

## **BRIEFS INTRODUCTION & OBLIGATIONS**

- i. “Employer” mean State Life Insurance Corporation of Pakistan (SLICP).
- ii. This document defines principal requirements of Employer to appoint the Consultant to prepare design, provide professional supervision and consultancy services.

The Employer desires, to appoint the Consultant for design & construction supervision capital projects of civil/ electrical/ mechanical / fire-fighting / CCTV / security / miscellaneous for Sindh on the terms and conditions appearing below;

- iii. The CONSULTANT will perform their duties strictly in the following manner;

A. **SCOPE OF WORK:**

State Life intends to maintain, repair & renovate its building so as those remain operational, their serviceability is improved and the performance of equipment installed remains efficient. The Consultant hired will survey the buildings for works assigned, prepare designs, drawings, tender documents, evaluate bidders, supervise works, certify bill of contractors etc.

**INVESTIGATION & DESIGN PHASE:**

The Consultant has to provide consultancy services for the subject work with following scope of work.

- e) Consultant shall inspect thoroughly the existing building / Site for the assigned work.
- f) Conduct Investigation, prepare concept / planning, design drawings, B.O.Q, & estimate for the work.
- g) The concept design, drawings submitted by Consultant will be checked by State Life Engineers for their input / suggestions. After inserting the suggestions of State Life Engineers, Consultant will prepare final concept drawings for approval of State Life Management.

**h)** After approval from State Life Management, **if required in any case**, Consultant will submit the same to Cantonment Board / Sindh Building Control Authority or any other authority like Municipal Corporation / KMC / EPA etc & get its approval. All the process involved at this stage will be handled by Consultant, State Life will pay any officials challan / fee for the approval of drawings / plans.

**B. TENDER PHASE:**

After approval of plans, the Consultants shall prepare the following documents:

- i.** Prepare tender documents, B.O.Q, estimate & Specifications for approval of Employer.
- ii.** Tender will be called by Employer, however technical & financial evaluation of bidders shall be scrutinized, examined & recommended by Consultant to the Employer for approval & award.
- iii.** The CONSULTANT shall prepare & perform:
  - a.** Engineers estimate of the Project
  - b.** Scrutinize the documents of bidders for qualification & recommend for the approval of the Employer.
  - c.** Evaluate, scrutinize financial bids of qualified Contractors & recommend award of work.
  - d.** Draft letter of award & form of contract with bidder.

**C. CONSTRUCTION SUPERVISION PHASE:**

The Consultant shall undertake **Supervision** of execution of works by contractor as under:

- g.** Checking layouts/works/quality with reference to the details/ design in relation to the scope of works etc.
- h.** Checking that the contractor executing the work in accordance with the final approved working drawings, tender documents and specifications. Suggest substitution of materials, whenever any material is not available. Preparing and issuing new detailed drawings

whenever it is deemed necessary to make the adjustments in the construction.

- i. It will be responsibility of Consultant to check the bills submitted by contractor. The consultant will be responsible for checking of quantities, rates as per B.O.Q and final recommendation of bill to Employer.
- j. Any variations in the approved works shall be vetted by Consultant, its rates analyzed and after approval from Employer the works executed through contractor. While preparing the estimated B.O.Q, the consultant shall make sure that their prepared B.O.Q is in compliance of design and the quantum of variations while executing shall be minimum. Variations above 10% of original B.O.Q may invite **unsatisfactory** remarks from Employer with complete justification by consultant for the circumstances resulting in variations more than 10%.
- k. The final cost of works shall be determined after acceptance of the contract price by STATE LIFE. In the event that change occurs with the approval of the STATE LIFE (upward or downwards) in the contract price, then the cost of the works will be adjusted accordingly. The adjusted completion price shall stand as the final cost of completed work and the Consultants fees shall be finalized accordingly.
- l. Detailed supervision will be done by Consultant through experienced Engineers of the field as required. Consultant shall ensure that his Engineer visits the site every week. A monthly progress report of works shall be submitted to State Life.
- m. Consultant shall ensure that major concrete works are done in presence of their Engineer.

**D. TIME PERIOD OF SERVICES:**

<b>i.</b>	Preliminary / Concept design of drawings	02 to 04 weeks from date of assigning of project / works (depends on complexity of project)
<b>iii</b>	Preparation of detailed design for submission to authorities (if required)	02 to 04 weeks after go ahead by State Life (depending on complexity of project)

iv.	Preparation of Tender Documents	02 -04 weeks (depending on complexity of project).
v	Scrutiny & recommendation of technical & financial proposal of bidders	01 to 02 weeks days after opening of bids
iv.	Preparation of working drawings	01 Week before award of work to Contractor
v.	Construction Supervision	As per time agreed for project

**F (i) PENALTY CLAUSE**

If the Consultant fails to complete the work in given time lines of the contract a penalty of 0.05% per day of its consultancy fee will be deducted from the bills subject to maximum amount of penalty up-to 10% of project.

**E. MODE OF PAYMENT:**

Following mode of payment will be adhered for assigned projects:

S#	STAGE	Bill Amount (Rs) % cost of Project
i.	Upon approval of concept design & estimate by State Life	20%
ii.	Upon approval of design drawings / plans by Cantonment Board, Municipal Authority, EPA etc (where required). If it is not required this will be paid at stage iv & v with 10% each.	20%
iii.	Upon submission of Tender documents & duly approved by State Life for bidding	10%
iv.	Upon completion of recommendations for qualification of bidders	10%
v.	Upon completion of recommendations for financial qualification of bidder & award of work	10%
vi.	Design fee during execution is divided in Three (03) equal installments of 5%, to be paid after completion of 1/3 <sup>rd</sup> , 2/3 & 100% work.	15%

vii.	Upon completion of work, acceptance of recommendations of final bill by State Life, submission of approved set of as-built drawings in hard & soft format & issuance of completion certificate by Cantonment Board, Municipal Corporation etc.	15%
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For projects in Karachi, TA/DA for visit to site for survey, supervision and attending meeting including and over heads if any is deemed to be included in the design fees and no extra payment will be made by SLIC on this ground. For projects out of Karachi in rest of Sindh, SLIC will pay for visit of Consultant to site, fare of AC class in railway or Bus coach, plus Rs. 10,000/day towards TA / DA. However, for this purpose Consultant will have to get prior approval from State Life.

**b) Project Management /Supervision**

The fee for supervision of each project will be paid in equal monthly installments. Amount will be worked out on dividing the fee with number of months for project construction. Last bill will be released after satisfactory completion of work duly certified by Consultant.

**F. OBLIGATIONS AND RIGHTS OF THE CONSULTANT:**

- i. The CONSULTANT in all professional matters shall act as faithful advisors to the EMPLOYER.
- ii. The CONSULTANT shall exercise professionalism, sound skills, engineering economy, care and diligence and discharge duties under this Agreement.
- iii. The CONSULTANT shall provide the services as defined herein above.
- iv. The CONSULTANT shall not initiate any service or work without receiving prior authority / approval from the EMPLOYER.
- v. The CONSULTANT shall furnish free of cost to the EMPLOYER three (02) Sets of working Drawings and Tender Documents in hard copy along with soft copy in electronic format Auto Cad /PDF/JPG in high resolution.
- vi. All documents, design and drawings prepared by the CONSULTANT under this agreement shall be the property of and copyright shall rest with the EMPLOYER.

- vii. The CONSULTANT shall attend all necessary meetings arranged by the EMPLOYER, at Principal Office Dr. Ziauddin Ahmed Road Karachi or at site.
- viii. Upon completion of the Project, the CONSULTANT shall certify “As-Built Drawings” for respective works carried out by the Contractor.
- ix. The CONSULTANT shall be responsible for complete verification and checking of the bills of the Contractors and submission of same to the EMPLOYER for further necessary action.
- x. The CONSULTANT shall consider the latest design / economy during the preparation of design, specification & bidding documents. The documents shall be prepared as per laid down criteria / conditions of Pakistan Engineering Council & PPRA – Rules.
- xi. The CONSULTANT shall specify & adopt standards which are internationally accepted and well known for execution of Tendering.
- xii. The CONSULTANT shall furnish such information relating to the Services and the Project to EMPLOYER from time to time.
- xiii. Except with the prior written approval of the EMPLOYER the CONSULTANT shall not assign or transfer the Contract or any part thereof nor engage any independent Consultant or sub-Consultant.
- xiv. The EMPLOYER undertakes no responsibility in respect of life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of Consultants or sub-Consultants and specialists associated with the CONSULTANT for the purposes of the Services, or for members of the family of any such persons.
- xv. The CONSULTANT shall provide detailed supervision of the Construction to ensure satisfactory execution of the Project in accordance with the approved drawings and specifications.

**G. OBLIGATIONS AND RIGHTS OF THE EMPLOYER:**

- i. The EMPLOYER shall furnish all pertinent data and information available to them and shall give such assistance as shall reasonably be required by the CONSULTANT for carrying out their duties under this Agreement.
- ii. The EMPLOYER shall hold the CONSULTANT responsible for any delay in the fulfillment of any part of this agreement.



- iii. The EMPLOYER shall give his decision on all sketches, drawings, reports, recommendations submitted by the CONSULTANT within reasonable times.
- iv. The EMPLOYER shall be authorized to suggest changes in the drawings / schedules / B.O.Q etc submitted by the CONSULTANT. EMPLOYER shall remunerate to the CONSULTANT to extent and in the manner provided herein above.

**H. PROJECT ADMINISTRATION:**

- i. On behalf of the EMPLOYER, The Project will be administered / supervised by the SLIC Officials who will be nominated by the EMPLOYER from time to time.
- ii. While carrying out all the services covered under this Agreement, the CONSULTANT shall collaborate at all times with the SLIC Official and all designs, plans, program, schedules and other recommendations shall be made in consultation with and shall be subject to the approval of the SLIC.
- iii. Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail or facsimile to such party at the following address:

For the Client	Divisional Head, Real Estate Division, 5 <sup>th</sup> Floor, State Life Building No.9, Dr. Ziauddin Ahmed Road, Karachi.
For the Consultants	

- ❖ Notice will deemed to be effective as follows:
- ❖ In the case of personal delivery or registered mail, on delivery.
- ❖ In the case of tele-fax / e-mail, Twenty-Four (24) Hours following confirmed transmission.
- ❖ A party may change its address for notice of such change pursuant to this clause.

**SUB: DESIGN & CONSTRUCTION SUPERVISION OF CAPITAL PROJECTS OF CIVIL/  
ELECTRICAL/ MECHANICAL / FIRE-FIGHTING / CCTV / SECURITY / MISCELLENOUS**

**FOR SINDH**

**TENDER NO. RE/CP/HSC/JUN/01/2024**

**CONTRACT PRICE**

Having read the scope of works and other terms of the project, we hereby submit our bid with following rates quoted in % basis;

<b>S#</b>	<b>Description</b>	<b>Design Fee (% of project cost)</b>	<b>Supervision fee (% of project cost)</b>
1	Consultant's Fee		
2	Total ( Design + Supervision Fee)		

Time period of contract will be 36 months (Non extendable).

**Note:** Price quoted must be inclusive of;

- i. Design Fee
- ii. Construction Supervision Fee
- iii. Service Charges for approval of drawings / plans from relevant authorities viz: KPT / SBCA / Cantonment Board, Municipal Corporation & NOC from EPA (if required in any case)
- iv. All prevailing taxes including, Income Tax, Sales Tax, Professional Tax etc, Site visit charges, transportation (if any), wages to staff / Engineers for Karachi. Fare & TA / DA charges of consultant will be paid for cities other than Karachi as given in terms above.
- v. Preparing, Printing of drawings, photocopy, progress reports etc.

**Seal & Signature of Consultant**

**SUB:DESIGN & CONSTRUCTION SUPERVISION OF CAPITAL PROJECTS OF CIVIL/  
ELECTRICAL/ MECHANICAL / FIRE-FIGHTING / CCTV / SECURITY / MISCELLENOUS FOR  
SINDH**

**TENDER NO. RE/CP/HSC/JUN/01/2024**

**SPECIAL CONDITIONS**

1.	Bid Security	<b>Rs. 300,000/-</b> in the form of pay order/banker's cheque by schedule bank in favor of M/s. "State Life Insurance Corporation of Pakistan
2.	Release of Bid Security	<b>a.</b> To unsuccessful Tenderer after award of work. <b>b.</b> To successful Tenderer upon completion of work
3.	Forfeiture of Bid Security	a. If the bid is withdrawn after opening. b. If the bidder does not accept letter of award or refuse to enter in contract.
4.	Bid Validity	One hundred fifty (150) Days
5.	Method of Procurement	Single stage two envelope procedure of PPRA rules
6.	Date of Commencement of Work	Seven (07) days from the date of signing of contract.
7.	Contract Period	Contract period will three (03) years from the date of signing of contract
8.	Penalty Clause	If the Consultant fails to complete the work in given time lines of the contract a penalty of 0.05% per day of its consultancy fee will be deducted from the bills subject to maximum amount of penalty up-to 10% of project.
9.	Method of Payment	As per Clause (E) Page No. 09 of financial TOR
10.	Black Listing Clause	In case of negligence of the consultant causing damage to STATE LIFE in terms of time or cost, STATE LIFE has the right to take action against the consultant as per State Life Blacklisting policy / PPRA Rules.
11.	Performance Bond	05 % of contract amount will be provided by the bidder from scheduled bank of Pakistan. The format is attached at Appendix C

**Seal & Signature of Consultant**

FORM OF PERFORMANCE SECURITY (Appendix C)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of

Acceptance for \_\_\_\_\_

(Name of Contract) for the \_\_\_\_\_  
(Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of relevant Clause , Defects after Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show

grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Guarantor (Bank)**

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_

Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)



FORM OF CONTRACT

HIRING SERVICES OF CONSULTANT

FOR

**DESIGN & CONSTRUCTION SUPERVISION OF CAPITAL**  
**PROJECTS OF CIVIL/ ELECTRICAL/ MECHANICAL /**  
**FIRE-FIGHTING / CCTV / SECURITY / MISCELLENOUS**  
**FOR SINDH**

REAL ESTATE DIVISION  
PRINCIPAL OFFICE,  
STATE LIFE BUILDING #. 9  
DR. ZIAUDDIN AHMED ROAD,  
KARACHI.

## FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_day  
of\_\_ (month) of\_\_\_\_(year), between, on the one hand,

---

(hereinafter called the "Client" which expression shall include the successors,  
legal representatives and permitted assigns) and, on the other hand,

---

(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) General Conditions of Contract;
  - (b) Special Conditions of Contract;
  - (c) Appendix A: Key Personnel of Consultant and its Sub-Consultants
  - (d) Appendix B: Integrity Pact
- 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

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)



## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (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 mode of payment in terms of reference(TOR);
- (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 **TOR**;
- (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.

## **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 **TOR** 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 and duties**

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, the amount of which is deemed to have been included in the contract price.

### **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.

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

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the 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.

## **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.

## **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 the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 8** hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

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

- (a) if the Client 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:

- (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.

### **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**

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

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

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

- (a) appointing such Personnel as are listed in Appendix-A 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.

### **3.7 Reporting Obligations**

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

### **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**

The titles, agreed job descriptions, minimum qualifications, experience and estimated periods of engagement in carrying out the services of Consultants Key Personnel are described in Appendix – A. The Key Personnel and Subconsultants listed by title and /or by name, as the case may be, in Appendix – A shall be approved by the Client.

### **4.3 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) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and / or replacement; and (ii) bear any additional remuneration, to be paid for any Personnel provided as replacement to that of the Personnel being replaced.

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

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

#### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, 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 Consultant shall:

- (a) coordinate and get necessary approval and clearances relating to the planned / designed work from any Government or Semi-Government Agency, Department or Authority, and other concerned organisation. The Client, however will pay the challans / fees levied by that department.
- (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 as the case may be.

#### **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 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 TOR submitted.

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

#### **6.1 Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be fixed lump Sum including all staff costs, incurred by the Consultants in carrying out the services describe in Appendix – A. Other reimbursable direct cost expenditure, in any, are specified in SC. Except as provided in Sub-Clause 5.3, the Contract price may only be increase above the amounts stated in Sub-Clause 6.2 if the parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

#### **6.2 Contract Price**

- (a) Foreign Currency payment shall be made in the currency or currencies specified as foreign currency or currencies in SC, and local currency payment shall be made in Pakistani Rupees.

- (b) The SC shall specify the break up of remuneration to be paid, respectively, in the foreign and in local currencies.

### **6.3 Terms & Conditions of payment**

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

### **6.4 Period of payment**

The amount due to Consultants shall be paid by the Client to Consultants within twenty eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after Consultant's invoice has been delivered to the client.

### **6.5 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in TOR.
- (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.
- (d) Services shall not be paid if the work delivered is unsatisfactory or contain errors.

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.

## **6.6 Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice within period specified after the expiry of the time stated in 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. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

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

## **8. INTEGRITY PACT**

**8.1** 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.

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

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

#### **1.1 Definitions**

#### **DESIGN & CONSTRUCTION SUPERVISION OF CAPITAL PROJECTS OF CIVIL/ ELECTRICAL/ MECHANICAL / FIRE-FIGHTING / CCTV / SECURITY / MISCELLENOUS FOR SINDH**

#### **1.6 Authorised Representatives**

The Authorised Representatives are the following:

For the Client:

Divisional Head (Real Estate Division)  
State Life Insurance Corporation of Pakistan  
5<sup>th</sup> Floor, State Life Building No.9  
Dr. Ziauddin Ahmed Road, karachi  
Telephone : 021-99204520  
Facsimile : 021-99202877  
E.Mail : dhred@statelife.com.pk

For the Consultants:



\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_  
\_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : \_\_\_\_\_

**1.7 Taxes & Duties**

All taxes and duties prevalent on the date of signing of this Contract are included in the Consultant's Remuneration. Any taxes and duties levied after the date of signing of the Contract shall be paid to Consultant by the Client as per actual.

**1.8 Leader of Joint Venture**

The leader of the Joint Venture is ..... (name of the Member of the Joint Venture).

[Note: If the Consultants do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]

**2.1 Effectiveness of Contract**

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

**2.3 Commencement of Services**

The Consultants shall commence the Services within twenty-one (14) 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 from the commencement date of the services shall be as per TOR.

**3.5 Insurance to be Taken out by the Consultants**

This clause is deleted with its entirety.

**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 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-contractors.
  - iv) Any action under terms of Performance Guarantee or Insurance Policy.
  - 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
    - Forfeiture
    - Special Risks
    - Frustration
  - vi) Final Measurement Statement
  - vii) Release of Retention Money

### **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.

### **5.1.1 Assistance**

- (a) The Client shall make available all the relevant documents available with the Client for the information of Consultant within mutually agreed time.
- (d) Any type of assistance which Client may think within its reach and beneficial to the Consultants.

### **5.1.2 Coordination**

The Client shall assist Consultant in facilitating coordination with concerned authority.

### **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.

### **6.1 Lump Sum Remuneration**

Delete this Clause with its entirety.

### **6.3 Terms & Conditions of payment**

The remuneration of Consultant M/s \_\_\_\_\_ for services provided in accordance with the agreement shall be as per mode of payment defined in TOR.

## **Appendix A**

### **Key Personnel of Consultant and Subconsultants**

(List to be detailed below by Consultant)

Name	Experience
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1. Principal Architect
2. Electrical Engineer
3. Mechanical Engineer
4. Structural Engineer
5. Electronic Engineer
6. Plumbing designer
7. Landscape designer

**Appendix-B  
(Integrity Pact)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Contract Value: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

..... [name of Supplier] 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, [name of Supplier] 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.

[name of Supplier] 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.

[name of Supplier] 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 times 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 Client: .....

Name of Consultant.....

Signature: .....

Signature: .....

[Seal]

[Seal]