

Request for Expression of Interest (EOI)

[For Consulting Services]

RE/PO/PROJECT / 10 / 2024

State Life Insurance Corporation of Pakistan (Real Estate Division) invites Expression of Interest (EOI) from the consulting firms / consultants, who are on Active Taxpayers List of the Federal Board of Revenue for the services of ***HIRING THE SERVICES OF CONSULTANT FOR DESIGN / ADJUSTMENT / ALTERATIONS AND CONSTRUCTION, SUPERVISION OF 06 FLOORS (PHASE-II) OF STATE LIFE BUILDING NO: 09 KARACHI***. Least Cost method of procurement will be adopted for award of work.

Expression of interest Documents, containing detailed terms and conditions etc. are available for download on **e-PADS** website <http://eprocare.gov.pk> free of cost.

The expression of interest, prepared in accordance with the instructions in the bidding documents, must be submitted through **e-PADS** on or before **24-07-2024** up to **11:00 A.M.** Bids will be opened on same day at **11:30 A.M.**

Contractor is advised to submit original bid security & copy of bidding document on or before **24.07.2024 at 11.00** hours in the office of under signed.

This advertisement is also available on State Life website www.statelife.com.pk, however the bids shall be submitted through **e-PADS**. Any bid submitted other than e-PADS will not be considered.

State Life Insurance Corporation of Pakistan reserves right to accept / reject all bids in accordance with PPRA Rules

Imran-ul-Haq Usmani

Chief Engineer

(Real Estate Division)

State Life Building# 09

Dr. Ziauddin Ahmed Road Karachi

021-99206168-99206861

0345-2163057



PRE-QUALIFICATION DOCUMENT FOR
HIRING SERVICES OF CONSULTANT

FOR

**CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/
ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE
BUILDING NO: 09 DR. ZIAUDDIN AHMED ROAD, KARACHI**

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

HIRING OF SERVICES OF CONSULTANT FOR CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/ ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE BUILDING NO: 09 DR. ZIAUDDIN AHMED ROAD, KARACHI

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

- A.** Interested consultants/firms may download the tender documents from the EPAD application of PPRA.
- B.** The bid (s) shall be submitted on E-Pad (s) only.
- C.** Consultant / Firm (s) are advised to submit Original Bid security along with copy of bidding document on or before 11.00 hours on dated **24.07.2024** in the office of Chief Engineer, Real Estate Division, 5th Floor State Life Building-9 Dr, Ziauddin Ahmed Road Karachi
- D.** All queries / clarifications required from bidder shall be addressed on working days through E-pad.
- E.** Amount of Bid Security is Rs: 500,000/- in Shape of Pay order / Bankers Cheque in Favor of Stat Life Insurance Corporation of Pakistan.
- F.** 5% performance Security in shape of Bank Guarantee will be submitted on quoted rate
- G.** The bidders are requested to read the scope, terms & conditions of works carefully before submitting the bid.
- H.** The process of selection of consultant shall be carried out in accordance with criteria given in document.
- I.** A single-stage, two envelopes procedure will be adopted
- J.** Interested Firms / Persons must ensure that all the relevant details/documents are submitted as desired in the tender. Incomplete documents received without undertaking, valid documentary evidence, supporting documents or are unsealed, unsigned or not stamped, late submitted will not be considered. In general, use of blanko, whitto is prohibited. The financial document can be rejected if blanko, whitto is used to correct the financial figures.
- K.** The successful contractor will follow all instructions issued by corporation.
- L.** State Life Insurance Corporation of Pakistan reserves right to accept / reject all bids in accordance with PPRA Rules

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Preamble

State Life Insurance Corporation of Pakistan owns a high-rise building located at Dr. Ziauddin Ahmed Road Karachi, known as State Life Building No. 09 Karachi.

It is proposed to hire services of Consultant for ***Construction Supervision & Design Adjustments/ Alterations Of 06 Floors (Phase-II) Of State Life Building No: 09 Dr. Ziauddin Ahmed Road, Karachi*** for corporate office environment on existing theme of typical floor for 05 floors, developing Architectural, Civil, Electrical and HVAC, plumbing, I.T, Communication etc drawings and animation presentations. Finishes & details may include porcelain / wood flooring, glass work, wood work, false ceiling, electricity (lights / fans / wiring / panels), I.T, PABX networks, communication, furniture, fixtures & any other design item, cost estimation, specifications and tendering etc. Whereas; ground floor will be designed for the reception area, cafeteria and day care center or any other design discussed mutually. Subject services will be for ground and upper 05 floors.

The project envisages design and use of materials which could stand to times, are environmental friendly and promote green environment. The layout, design, selection of materials and finishes will be finalized after consultation with State Life's Project team. All the design will be made on existing typical floor theme, patterns, use of material with minor changes (if required/indicated by SLIC Project team).

DATA OF BUILDING

Name of Building	State Life Building No. 09
Address	Dr. Ziauddin Ahmed Road Karachi
Type	Office Commercial
Area of Land	4024 Square Yards
No. of blocks / wings	Large, small & annexe
Total Covered Area	149,587 Square Yards
Floors	Ground + 08 floors
Wings	Large + Small wing
Floors for which services are required	
Ground	~ 4700 sft
Area on one upper floor	Large wing ~ 7644 sft, Small wing ~ 4368 sft
No. of floors	05
Total Area of Six (06) floors = Ground Floor + (7644+4368) x 5	64,760 sft Say 65,000 sft

GENERAL TERMS & CONDITIONS

1. INVITATION:

All the eligible Consultants having valid registration with Pakistan Engineering Council (PEC) / PCATP, experience of corporate office designs can participate in the bidding process for subject work.

INSTRUCTION TO FIRMS

- 1.1** The bidders will be prequalified or short listed in accordance with the criteria given in the document.
- 1.2** The financial proposals of qualified Consultants will be opened on the date to be given after completion of technical process. The basis for award of contract will be most advantageous bid meeting the tender requirements.
- 1.3** Consultants may visit the site, familiarize themselves with conditions, rules & regulations of concerned authorities and take them into account prior to preparation of proposals. Consultants may ask the queries 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 for qualification as per criteria given in document;
 - 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 Affiliations
- vii. Details of Works/Services of a similar nature completed with cost.
- viii. A sample presentation in USB of the projects of interior office designs complete or in hand. (Mandatory)
- ix. Details of present running projects project with cost.
- x. 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.
- xi. Last 3 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 Technically qualified Consultants will be called to open their financial bids.

4.2 The financial proposals will be opened on the date given after the completion of a 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 who have purchased the document.

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. STATE LIFE may host a Q&A session, if required, at STATE LIFE office. All Applicants shall be informed of date/time in advance.

7. PROPOSAL SUBMISSION REQUIREMENT:

7.1 For this tender, Single Stage, 02 envelope **bidding procedure** shall be adopted for competitive bidding.

a) TECHNICAL PROPOSAL:

(i) The consultant shall submit documents for qualification in a sealed envelope containing a Profile, brochure, experience & registration, etc, as per the requirement of evaluation criteria.

(ii) The technical proposal shall be opened on a given date before the committee in the presence of their representatives who choose to attend. 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 the PPRA website.

b) FINANCIAL PROPOSAL

(i) Only financial proposals for technically qualified consultants shall be opened on a given date before the committee in the presence of their representatives who choose to attend.

(ii) After evaluation, the contract will be awarded to the most advantageous bidder that meets the terms and conditions of the tender.

8. **PROPOSAL EVALUATION & CRITERIA**

8.1 After the opening of proposals, Bidders should not contact STATE LIFE on any matter related to its Technical or Financial Proposal. Any such effort by Bidders to influence the STATE LIFE during the examination, evaluation, ranking of Proposals, and recommendation for the award of Contract may result in their disqualification.

8.2 **MANDATORY REQUIREMENT**

- i. Valid Registration as a Consultant with PEC or PCATP*.
- ii. Valid NTN Registration*.
- iii. Valid Sales Tax Registration*.
- iv. **All bidders must submit a presentation in USB with the design of the internal corporate office plan in 2D & 3D animation, with a minimum of 10,000 sq-ft area.** After examining, the committee will award marks to the bidder based on presentation. ** Only those bidders securing a minimum of 05 marks or above out of 10 at this stage will proceed to the next qualification stage.
- v. 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

**If the renewal of registration is under process, its proof shall be provided in document. Evaluation committee will not consider an undertaking citing the excuses like the registration will be provided or obtained or is under process.*

Only proof / receipt of concerned department will be considered.

*** The marks allocated for the presentation will not be reckoned for the technical evaluation*

8.3 EVALUATION CRITERIA

Following evaluation criteria will be adopted for pre-qualification of Consultant(s).

S.#	Description	Marks	Marks Allocation
1	STATUS OF THE FIRM (Taken from date of registration of firm) I.e., PEC or PCATP.	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 experience of designing & construction with minimum 05 years of experience) Qualification B. E or B.Sc / B.S	10 Marks	2.5 Mark for each Engineer / Architect
3	Number of building projects completed in last 10 years (Minimum Project Cost Rs:100 million) <i>Note: Project cost include cost of construction, consultancy & may include office interior design</i>	30 Marks	10 Mark for each Project completed
4	Number of building projects in hand (Minimum Project Cost Rs. 100 Million) <i>Note: Project cost include cost of construction, consultancy & may include office interior design</i>	20 Marks	10 Mark for each Project in hand
5	Submit satisfactory certificates from previous corporate or high-value clients for the services provided in reference to point No 3.	10 Marks	02 Marks per certificate
6	ISO CERTIFICATIONS/ UKAS	10 Marks	10 Mark
7	AVERAGE (turnover last three years, only consultancy fee) Attach audited financial statements for the year 2020-2021 & 2022.	10 Marks	Rs. 10 (M) or above 10 07 – 10 (M) 07 05 –07 (M) 05 Less than 05 (M) 00
	TOTAL MARKS	Total 100	QUALIFICATION BENCH MARK 60 OUT OF 100

After the technical evaluation is completed, STATE LIFE will notify in writing to the Consultants who have secured the qualifying marks, allowing a reasonable time for the opening of Financial Proposals.

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of a discrepancy between a partial amount and the total amount or between words and figures, the former 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 will consider the award of the Contract to the most advantageous bidder meeting the terms and conditions of tender, and the same will be communicated on the EPAD & PPRA websites.

9.2 After receiving the award of the contract, the consultant is required to sign the contract agreement with State Life for the work.

10. Duties of the Consultant

10.1 Design adjustment/ alteration phase:

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

- a)** Consultant shall inspect thoroughly the existing building / Sites
- b)** Prepare/finalize drawings for upper 05 floors on existing design / theme of typical floor (Minor changes be made if required by Project Team or SLIC Management). The design of the ground will be complete for reception,

cafeteria and day care center or any other suitable suggestion mutually agreed. The consultant will also consolidate load calculations for Complete Engineering, I.e., Electrical, HVAC, I.T, Communication, fire-fighting, etc, for all 09 floors & design the main systems for each category of work.

- c) The drawings submitted by Consultant will be checked by State Life Project team for their input / suggestions. After inserting the suggestions of State Life Project team, Consultant will prepare final 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 etc & get its approval. The Consultant will handle all the processes involved at this stage; State Life will pay any officials challan/fee for the approval of drawings/plans.
- e) If it is required to get approval / NOC from EPA department, the Consultant shall also obtain the same after preparation of Environmental report & its submission. For this purpose, Consultant can engage its Sub- Consultant or Associate for preparation of report, however with complete responsibility.

10.2 Tender Stage

Since the tender for execution of works has been called for all floors during Phase – I of the project, therefore the Consultant hired in Phase – II will not prepare any tender documents for hiring of the Contractor, except for variation in works due to any reasons. If, due to changes/alterations in any part of the design, variations are needed, its estimate, rate, and need analysis will be carried out by the Consultancy of Phase II along with justification. Same may be submitted to State Life for approval prior to execution by Contractor.

10.3 Construction Supervision Phase:

The Consultant shall undertake **Supervision** of the execution of works by the contractor for 06 floors as under:

- a)** Checking layouts/works/approving material/quality with reference to the specifications/ design in relation to the scope of works etc. I.e. QHSE Compliance.
- b)** Checking that the contractor executing the work in accordance with the 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.
 - i.** 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 variation quantum, the consultant shall make sure that their prepared details are in compliance of design and the quantum of variations while executing shall be minimum. Variations above 10% of the original B.O.Q may invite unsatisfactory remarks from the Employer with complete justification by a consultant for the circumstances resulting in variations of more than 10%.
 - ii.** 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.

- iii. Detailed supervision will be done by Consultant through experienced field engineers as required. Consultant shall ensure that his Supervision Team will be at site throughout the work execution period by Contactor. A monthly progress report of works shall be submitted to State Life.

11. Mode of Payment

Mode of payment shall be set as per TOR in financial document.

12. 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, 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.

13. 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

FOR

**CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/
ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE
BUILDING NO: 09 DR. ZIAUDDIN AHMED ROAD, KARACHI**

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

Dated: _____

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

SUB: **CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/
ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE BUILDING NO: 09
DR. ZIAUDDIN AHMED ROAD, KARACHI**

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 a high-rise building located at Dr. Ziauddin Ahmed Road Karachi, known as State Life Building No. 09 Karachi.

It is proposed to hire services of Consultant for ***Construction Supervision & Design Adjustments/ Alterations Of 06 Floors (Phase-II) Of State Life Building No: 09 Dr. Ziauddin Ahmed Road, Karachi*** Project envisages replication of ***typical floor*** design for corporate office environment on existing theme of typical floor for 05 floors, developing Architectural, Civil, Electrical and HVAC, plumbing, I.T, Communication etc drawings and animation presentations. Finishes & details may include porcelain / wood flooring, glass work, wood work, false ceiling, electricity (lights / fans / wiring / panels), I.T, PABX networks, communication, furniture, fixtures & any other design item, cost estimation, specifications and tendering etc. Whereas; ground floor will be designed for the reception area, cafeteria and day care center or any other design discussed mutually. Subject services will be for ground and upper 05 floors.

The project envisages design and use of materials which could stand to times, are environmental friendly and promote green environment. The layout, design, selection of materials and finishes will be finalized after consultation with State Life's Project team. All the design will be made on existing typical floor theme, patterns, use of material with minor changes (if required/indicated by SLIC Project team).

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 detail design, provide professional supervision and consultancy services.

The Employer desires, to appoint the Consultant for **CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/ ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE BUILDING NO: 09 DR. ZIAUDDIN AHMED ROAD, KARACHI** appearing below;

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

A. SCOPE OF WORK:

State Life Insurance Corporation (SLIC) intends to hire services of Consultant for **CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/ ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE BUILDING NO: 09 DR. ZIAUDDIN AHMED ROAD, KARACHI** The Consultant has to provide design and Project Management Services for the above mentioned project at proposed location.

B. DESIGN ADJUSTMENT/ ALTERATION PHASE:

- f) Consultant shall inspect thoroughly the existing building / Site.s
- g) Prepare/finalize drawings for upper 05 floors on existing design / theme of typical floor (Minor changes be made if required by Project Team or SLIC Management). The design of the ground will be complete for reception, cafeteria and day care center or any other suitable suggestion mutually agreed. The consultant will also consolidate load calculations for Complete Engineering, I.e., Electrical, HVAC, I.T, Communication, fire-fighting, etc, for all 09 floors & design the main systems for each category of work.
- h) The drawings submitted by Consultant will be checked by State Life Project team for their input / suggestions. After inserting the

suggestions of State Life Project team, Consultant will prepare final drawings for approval of State Life Management.

- i) 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 etc & get its approval. The Consultant will handle all the processes involved at this stage; State Life will pay any officials challan/fee for the approval of drawings/plans.
- j) If it is required to get approval / NOC from EPA department, the Consultant shall also obtain the same after preparation of Environmental report & its submission. For this purpose, Consultant can engage its Sub- Consultant or Associate for preparation of report, however with complete responsibility.

C. TENDER PHASE:

Since the tender for execution of works has been called for all floors during Phase – I of the project, therefore the Consultant hired in Phase – II will not prepare any tender documents for hiring of the Contractor, except for variation in works due to any reasons. If, due to changes/alterations in any part of the design, variations are needed, its estimate, rate, and need analysis will be carried out by the Consultancy of Phase II along with justification. Same may be submitted to State Life for approval prior to execution by Contractor.

D. CONSTRUCTION SUPERVISION PHASE:

The Consultant shall undertake **Supervision** of the execution of works by the contractor for 06 floors as under:

- a) Checking layouts/works/approving material/quality with reference to the specifications/ design in relation to the scope of works etc. I.e QHSE Compliance.
 - b) Checking that the contractor executing the work in accordance with the 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.
- I. 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 variation quantum, the consultant shall make sure that their prepared details are in compliance of design and the quantum of variations while executing shall be minimum. Variations above 10% of the original B.O.Q may invite unsatisfactory remarks from the Employer with complete justification by a consultant for the circumstances resulting in variations of more than 10%.
 - II. 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.
 - III. Detailed supervision will be done by Consultant through experienced field engineers as required. Consultant shall ensure that his Supervision Team will be at site throughout the work execution period by Contactor. A monthly progress report of works shall be submitted to State Life.

E. TIME PERIOD OF SERVICES:

i.	Preparation of drawings (As per Scope)	15 days from date of signing of contract agreement or as per stage/requirement. <ul style="list-style-type: none">▪ Stage 1 is 5 floors▪ Stage 2 is the ground floor.▪ Stage 3 is Consolidation of drawings
ii	Submission of drawing to concerned authority viz: KPT / Cantonment Board, SBCA / Municipal Authority etc (if required)	After approval of drawings by State Life.
v.	Construction Supervision	As per time agreed for project

F 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.

G. MODE OF PAYMENT:

a) Design Adjustment/ Alteration phase

S#	STAGE	Bill Amount (Rs)
Design Adjustment/ Alteration		
i.	Upon submission of design drawings (Architectural, MEP, HVAC, I.T, Communication etc.) for 05 floors duly accepted by State Life	25%
ii.	Upon submission of design drawings (Architectural, MEP, HVAC, I.T, Communication, etc.) for Ground floor floors duly accepted by State Life	25%
iii	Upon submission of consolidated / integrated design for MEP, HVAC, I.T, Communication, etc. duly accepted by State Life	20%
DURING EXECUTION		
iii.	Design fee during execution is divided in Three (03) equal installments of 5%, to be paid after completion of 1/3 rd , 2/3 rd & 100% work.	15%
iv.	Upon completion of work, acceptance of recommendations of final bill by State Life, submission of an approved set of as-built drawings in hard & soft format & issuance of completion certificate by Cantonment Board, Municipal Corporation, etc. (if required).	15%
v.	Construction Supervision	Fee quoted divided by No. of months of Construction will be paid month-wise from the date of Supervision of execution of works.

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 quoted fees and no extra payment will be made by SLIC on this ground.

b) Project Management /Supervision

The supervision fee will be paid in equal monthly installments calculated by dividing the fee of the consultant by the number of months given to the contractor for the execution of the work.

The last bill will be released after the satisfactory completion of work duly certified by the Consultant. Consultant will remain fully committed with State Life till completion of project. If the project is not completed on time due to fault of the Consultant because of delay in issuing of design drawings, giving decision, checking bills, etc, the Consultant will be responsible for this delay and may attract imposition of penalty by State Life.

H. 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 prepare tender drawings, verify the shop drawings prepared by Contractor for execution, certify final as built drawings and provide free of cost to the EMPLOYER two (02) Sets of as built Drawings in hard copy along with soft copy in electronic format Auto Cad /PDF/JPG in high resolution after completion of project.

- vi.** All documents, design alterations / adjustments 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.
- viii.** 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.
- ix.** The CONSULTANT shall specify & adopt standards which are internationally accepted and well known for execution of Tendering.
- x.** The CONSULTANT shall furnish such information relating to the Services and the Project to EMPLOYER from time to time.
- xi.** Except with the prior written approval of the State Life the CONSULTANT shall not assign or transfer the Contract or any part thereof nor engage any independent Consultant or sub-Consultant.
- xii.** The STATE LIFE 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.
- xiii.** The CONSULTANT shall provide detailed supervision of the Construction to ensure satisfactory execution of the Project in accordance with the approved drawings and specifications.

I. OBLIGATIONS AND RIGHTS OF THE STATE LIFE:

- i.** The STATE LIFE 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 STATE LIFE shall hold the CONSULTANT responsible for any delay in the fulfillment of any part of this agreement.
- iii.** The STATE LIFE shall give his decision on all sketches, drawings, reports, recommendations submitted by the CONSULTANT within reasonable times.
- iv.** The STATE LIFE shall be authorized to suggest changes in the drawings / schedules / B.O.Q etc. STATE LIFE shall remunerate to the CONSULTANT to extent and in the manner provided herein above.

J. PROJECT ADMINISTRATION:

- i.** On behalf of the STATE LIFE, The Project will be administered / coordinated by the Project team.
- 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 alterations / adjustment, 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	Chief Engineer, Real Estate Division, 5 th Floor, State Life Building No.9, Dr. Ziauddin Ahmed Road, Karachi.
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For the Consultants	
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- ❖ 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: CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/ ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE BUILDING NO: 09 DR. ZIAUDDIN AHMED ROAD, KARACHI

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;

S#	Construction supervision & design adjustments/ alterations	(% of project cost Phase -II)*
1	Consultant's Fee	

*The weightage of design fee will be taken as **25%** and Supervision fee as **75%** of fee quoted respectively for the payment of bill as per mode of payment.

Time period for construction work shall be taken as 12 months from date of Supervision of execution of works.

Note: Price quoted must be inclusive of;

- i. Design alteration/adjustment Fee
- ii. Construction Supervision Fee
- iii. Service Charges for approval of drawings/plans from relevant authorities viz: KPT / SBICA / Cantonment Board, Municipal Corporation & NOC from EPA (if required)
- iv. All prevailing taxes including, Income Tax, Sales Tax, Professional Tax etc, Site visit charges, TA/ DA transportation (if any), wages to staff / Engineers
- v. Printing of drawings, photocopy, progress reports etc

Seal & Signature of Consultant

SUMMARY OF SERVICES:

The services to be provided by the Consultant are generally defined in the Technical and financial documents. However, a summary of those are given below:

1. Prepare design adjustments/alterations as per the need for the floor, with reference to the typical floor-locked design.
2. Engineering design includes reflected ceiling plans. MEP, HVAC, and other all related services.
3. Consultant will assure the Integration/Consolidation of Design for entire building.
4. Preparation of variation details in all aspects and specifications.
5. Will approve the methodologies of the contractor.
6. Checking and verification of shop drawings prepared by the Contractors.
7. Must furnish the detailed program schedule as per timelines.
8. Detailed supervision of works through experienced Engineers, ensuring progress and meeting up with the timeline during the complete construction period.
9. Consultant will ensure compliance of PPRA and NAB reporting as per rules.
10. Consultant will provide required deliverables as or before the dates mentioned in the schedule to avoid any procedural delay
11. Consultant will conclude the “As-Built drawings prepared by the Contractor.
12. Consultant will finalize the punch list of works done by the Contractor and will recommend a “Completion Certificate”.

Name of Consultant.....

Signature:

[Seal]



FORM OF CONTRACT
HIRING SERVICES OF CONSULTANT

FOR

**HIRING OF SERVICES OF CONSULTANT FOR
CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/
ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE
BUILDING NO: 09 DR. ZIAUDDIN AHMED ROAD, KARACHI**

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)

II. GENERAL 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 Sub consultant; 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 Subconsultants, 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) All the payment will be made in local currency ie Pak Rupee.

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 after Consultant's verified 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

(p) "Project" means **HIRING OF SERVICES OF CONSULTANT FOR "CONSTRUCTION SUPERVISION & DESIGN ADJUSTMENTS/ ALTERATIONS OF 06 FLOORS (PHASE-II) OF STATE LIFE BUILDING NO: 09 DR. ZIAUDDIN AHMED ROAD, KARACHI"**

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

Chief Engineer (Real Estate Division)
State Life Insurance Corporation of Pakistan
5th Floor, State Life Building No.9
Dr. Ziauddin Ahmed Road, karachi
Telephone : 021-99206861- 99206168
Cell No. : 034-52163057
E.Mail : imran.usmani@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 Seven (07) 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
1.	Principal Architect	
2.	Electrical Engineer	
3.	Mechanical Engineer	

4. Interior Designer

5. 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]