

I. Form of Contract

This CONTRACT (the “Contract”) is made on the _____ day of _____, 2026, between, on the one hand, the Trading Corporation of Pakistan (Pvt.) Ltd., through its authorized Executive Director (REBD) (the “Client”, which expression shall include its successors, legal representatives and permitted assigns), and, on the other hand, M/s _____ (the “Consultant”, which expression shall include its successors, legal representatives and permitted assigns).

WHEREAS (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached hereto (the “Services”); and (b) the Consultant, having represented that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: (a) the General Conditions of Contract; (b) the Special Conditions of Contract; and (c) the following Appendices: Appendix A – Terms of Reference; Appendix B – Reporting Requirements; Appendix C – Key Personnel and Sub-consultants; Appendix D – Breakdown of Contract Price in Foreign Currency; Appendix E – Breakdown of Contract Price in Local Currency; Appendix F – Services and Facilities to be provided by the Client; and Appendix G – Integrity Pact.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular: (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and (b) the Client shall make payments to the Consultant 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 an original, as of the day, month and year first above written.

For and on behalf of the CLIENT	For and on behalf of the CONSULTANT
Signature: _____ Name: _____ _____ Title: _____ (Seal)	Signature: _____ Name: _____ _____ Title: _____ (Seal)
Witness: Signature: _____ Name: _____ _____	Witness: Signature: _____ Name: _____ _____

II. General Conditions of Contract (GCC)

1. General Provisions

- 1.1 Definitions. Unless the context otherwise requires: (a) “Applicable Law” means the laws of the Islamic Republic of Pakistan; (b) “Contract Price” means the price payable for the performance of the Services under Clause 6; (c) “Effective Date” means the date the Contract comes into force under Sub-Clause 2.1; (d) “Government” means the Government of the Islamic Republic of Pakistan and/or Provincial Governments; (e) “Local Currency” means the currency of Pakistan; (f) “Party” means the Client or the Consultant; (g) “Personnel” means persons hired by the Consultant and assigned to the Services; (h) “SCC” means the Special Conditions of Contract; (i) “Services” means the work described in Appendix A; (j) “Sub-consultant” means an entity to which the Consultant subcontracts any part of the Services; and (k) “Project” means the work specified in the SCC.
- 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 is executed in the English language, which shall be binding and controlling for all matters relating to its meaning or interpretation. All reports and communications shall be in English.
- 1.4 Notices. Any notice, request or consent shall be in writing and deemed made when delivered in person to an Authorized Representative or sent by registered mail or e-mail to the address specified under SCC 1.6.
- 1.5 Location. The Services shall be performed at the locations specified in Appendix A and, where not specified, at such locations as mutually agreed.
- 1.6 Authorized Representatives. Any action required or permitted to be taken under this Contract shall be taken by the Authorized Representatives specified in the SCC.
- 1.7 Taxes and Duties. Unless specified in the SCC, the Consultant, its Sub-consultants and Personnel shall pay such taxes, duties, 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.

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract. This Contract shall come into force on the date of the Client’s notice to the Consultant instructing it to begin the Services, or as specified in the SCC.
 - 2.2 Termination for Failure to Become Effective. If this Contract has not become effective within the period specified in the SCC, either Party may, by not less than twenty-eight (28) days’ written notice, declare the Contract null and void.
 - 2.3 Commencement of Services. The Consultant shall begin the Services at the end of the period after the Effective Date specified in the SCC.
 - 2.4 Expiration of Contract. Unless terminated earlier under Sub-Clause 2.9, this Contract shall expire when the Services have been completed and all payments have been made, within the period specified in the SCC.
 - 2.5 Modification. Modification of the terms of this Contract, including the scope of the Services or the Contract Price, may only be made in writing signed by both Parties.
-

- 2.6 Extension of Time. If the scope or duration of the Services is increased, the Consultant shall inform the Client of the circumstances and probable effects; the increase shall be regarded as Additional Services; and the Client shall extend the time for completion accordingly.
- 2.7 Force Majeure. Force Majeure means an event beyond the reasonable control of a Party which makes performance impossible or impractical, including war, riot, civil disorder, earthquake, fire, storm, flood, strikes or other events, but excluding events caused by a Party's negligence and insufficiency of funds. The failure of a Party to fulfil its obligations shall not be a breach insofar as it arises from Force Majeure, provided the affected Party takes reasonable precautions and informs the other Party in writing within fifteen (15) days. Time shall be extended accordingly, and the Consultant shall continue to be paid during the period of inability.
- 2.8 Suspension of Payments by the Client. The Client may, by written notice, suspend payments if the Consultant fails to perform its obligations, specifying the failure and requiring it to be remedied within thirty (30) days.
- 2.9 Termination. (a) The Client may terminate on not less than thirty (30) days' notice (sixty (60) days in the case of termination for convenience) if the Consultant fails to remedy a default, becomes insolvent, fails to comply with an arbitral decision, submits a materially false statement, is unable to perform due to Force Majeure for sixty (60) days, or if the Client, in its sole discretion, decides to terminate. (b) The Consultant may terminate on thirty (30) days' notice if the Client fails to pay undisputed amounts within forty-five (45) days, is in material breach, or fails to comply with an arbitral decision. (c) Upon termination, the Consultant shall bring the Services to an orderly close, and the Client shall pay for Services satisfactorily performed prior to the effective date of termination.

3. Obligations of the Consultant

- 3.1 General. The Consultant shall perform the Services with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall act as a faithful adviser to the Client, safeguarding the Client's legitimate interests.
- 3.2 No Benefit from Commissions. The remuneration under Clause 6 shall be the Consultant's sole remuneration; the Consultant shall not accept any trade commission, discount or similar payment in connection with the Services.
- 3.3 Confidentiality. The Consultant, its Sub-consultants and their Personnel shall not, during or after the term of the Contract, disclose any proprietary or confidential information relating to the Project, the Services or the Client's business without the Client's prior written consent.
- 3.4 Liability of the Consultant. The Consultant is liable for the consequences of proven faults, errors or omissions in the design of the Project. The maximum liability shall not exceed twice the total remuneration of the Consultant for the design phase. The liability 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.
- 3.5 Documents Prepared by the Consultant. All plans, drawings, specifications, reports and other documents prepared by the Consultant shall become and remain the property of the Client, and shall be delivered to the Client not later than upon termination or expiration of the Contract. The Consultant may retain a copy.
- 3.6 Actions Requiring the Client's Prior Approval. The Consultant shall obtain the Client's prior written approval before appointing Personnel listed only by title in Appendix A, entering into any subcontract, or taking any other action specified in the SCC.
-

- 3.7 Reporting Obligations. The Consultant shall submit the reports and documents specified in Appendix A, in the form, numbers and within the periods set out therein.
- 3.8 Accounting, Inspection and Auditing. The Consultant shall keep accurate and systematic accounts and records and shall permit the Client or its representatives, up to one year from expiration or termination, to inspect and audit the same.

4. Consultant's Personnel and Sub-consultants

- 4.1 Description of Personnel. The titles, job descriptions, minimum qualifications and estimated periods of engagement of the Key Personnel are described in Appendix A; the Key Personnel and Sub-consultants listed therein are deemed approved by the Client.
- 4.2 Removal and/or Replacement of Personnel. No changes shall be made in the Key Personnel except as the Client may agree. If replacement becomes necessary for reasons beyond the Consultant's control, the Consultant shall provide a person of equivalent or better qualifications, bearing all additional costs. The Client may require replacement of any Personnel guilty of serious misconduct or unsatisfactory performance.

5. Obligations of the Client

- 5.1 Assistance, Coordination and Approvals. The Client shall provide, at no cost, the documents and data specified in the SCC; assist in obtaining permits and access; coordinate and expedite necessary approvals and clearances from Government and other agencies; and accord approval of the Consultant's documents within the time specified in the SCC.
- 5.2 Access to Land. The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land required for the performance of the Services.
- 5.3 Change in the Applicable Law. If, after the date of this Contract, a change in the Applicable Law increases or decreases the cost of the Services, the remuneration payable shall be adjusted accordingly.
- 5.4 Services and Facilities. The Client shall make available to the Consultant, free of charge, the services, facilities and property described in Appendix F at the times and in the manner specified therein.

6. Payments to the Consultant

- 6.1 Lump-Sum Remuneration. The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs incurred in carrying out the Services described in Appendix A. The Contract Price may only be increased under Sub-Clauses 2.5, 2.6, 5.3, 5.4 or 6.6.
- 6.2 Contract Price. The Contract Price shall be paid in Pakistani Rupees. The SCC specifies the total amount and the breakdown of remuneration.
- 6.3 Terms and Conditions of Payment. Payment will be made to the account of the Consultant according to the payment schedule stated in the SCC, after the conditions for such payments have been met and the Consultant has submitted an invoice specifying the amount due. *"All taxes, already in place or revised / levied by the Government/ relevant authorities during the currency of agreement executed against this tender, shall be applicable and same shall be deducted from payments / payables by TCP in accordance with law. No claim in this regard shall be considered."*
- 6.4 Period of Payment. Amounts due to the Consultant shall be paid within twenty-eight (28) days after the Consultant's invoice has been delivered to the Client. Advance payment shall be as specified in the SCC.
-

- 6.6 Additional Services. Additional Services (services outside the scope in Appendix A, services during an extended period, or re-doing of work due to the Client's instructions) shall be performed with the prior concurrence of both Parties, and the additional time and remuneration shall be agreed and deemed part of the Contract.
- 6.7 Consultant's Entitlement to Suspend Services. If the Client fails to pay any undisputed invoice (excluding advance payment) within twenty-eight (28) days after the due date, the Consultant may, after not less than fourteen (14) days' prior notice, suspend or reduce the rate of the Services until payment is received.

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.
- 7.2 Dispute Settlement. Any dispute which cannot be settled amicably within thirty (30) days may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 and the Rules made thereunder, and any statutory modifications thereto. Services shall, if reasonably possible, continue during arbitration.

8. Integrity Pact

- 8.1 If the Consultant or any of its Sub-consultants, agents or servants is found to have violated the Integrity Pact (Appendix G), the Client shall be entitled to (a) recover from the Consultant an amount equivalent to ten (10) times the sum of any commission, gratification, bribe, finder's fee or kickback given; (b) terminate the Contract; and (c) recover any loss or damage to the Client resulting from such termination or corrupt business practice.
-

III. Special Conditions of Contract (SCC)

The following amendments and supplements to the General Conditions of Contract shall apply. Where in conflict, the SCC prevails over the GCC.

GCC Ref.	Amendment / Supplement
1.1 (Project)	“Project” means the Consultancy Services for Renovation of TCP’s Office at 5th Floor, Block-B, FTC Building, Karachi, comprising the design, documentation, procurement support and detailed supervision of the works described in Appendix A.
1.6	Authorized Representatives – For the Client: General Manager (REBD), Trading Corporation of Pakistan (Pvt.) Ltd., 4th Floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi. Ph: 021-99202563 E-mail: gm.rebd@tcp.gov.pk. For the Consultant: _____ (Project Manager), _____ (Address / Ph / E-mail).
1.7	Taxes and Duties – The Contract Price is inclusive of all applicable taxes, duties and levies (including Sales Tax / SST on services), and no separate tax adjustment shall be made at any stage, including at Contract negotiations. Withholding tax, where applicable under the Income Tax Ordinance, 2001 (including Section 153(1)(b)), shall be deducted at source by the Client from each payment in accordance with law.
2.1	Effectiveness of Contract – The date on which this Contract comes into effect is the date on which it is signed by both Parties.
2.2	Termination for Failure to Become Effective – The time period shall be one hundred and twenty (120) days, or such other period as the Parties may agree in writing.
2.3	Commencement of Services – The Consultant shall commence the Services within two (2) weeks after the date of signing of the Contract Agreement.
2.4	Expiration of Contract – The estimated period for completion of the Services is six (6) months from the Commencement Date (excluding the Defect Liability Period), or such other period as the Parties may agree in writing.
3.5 (Documents)	All documents and drawings prepared by the Consultant shall be the property of the Client. Restrictions on future use, if any, shall be as agreed at negotiations.
3.6	The Consultant shall obtain the Client’s prior approval before issuing Variation Orders, settling Contractor claims for extra payment, approving nominated sub-contracts, releasing retention money, or taking any action affecting cost under the construction contract.
5.1.3	Approvals – The Client shall accord approval of the documents as soon as possible but not later than twenty (20) days from the date of their submission by the Consultant.
6.2	Contract Price – The total amount for the Services in accordance with the TOR (Section VII / Appendix A) in local currency is Pakistani Rupees _____ (Rupees _____ only), inclusive of all applicable taxes.
6.4	Period of Payment – Advance payment is not applicable.
	Alternate bid not allowed

SCC 6.3 – Payment Schedule (Phase A – Design & Documentation, % of Design Cost)

S.No.	Stage / Milestone	% Allotted
1	Upon completion of site measurement / condition assessment and submission of the inception report.	15
2	Completion & submission of architectural / interior design (partitions, ceiling, flooring, finishes, doors).	20
3	Completion & submission of electrical design (wiring, DBs, lighting, power, low-voltage / data).	10
4	Completion & submission of fire-safety design.	10
5	Completion & submission of furniture, fixtures & interior fit-out design.	10
6	Preparation of bidding documents alongwith BOQs & estimates.	20
7	Preparation of technical and financial evaluation report.	15
	Total (Phase A)	100

SCC 6.3 – Payment Schedule (Phase B – Detailed Supervision, Monthly Lump-Sum Basis)

S.No.	Stage	Payment
1	Supervision of ALL renovation works at TCP's Office (5th Floor, Block-B, FTC Building) – paid on a monthly lump-sum basis at the fixed monthly fee quoted in Form FIN-2 (Phase B), on submission and approval of the monthly progress report for that month.	Monthly lump-sum fee, per month of supervision
2	Retention – ten percent (10%) of each monthly supervision payment shall be retained and released after successful completion of the Defect Liability Period i.e 365 days (DLP) and issuance of the Defect Liability Certificate to the Contractor.	10% retention, released after DLP

Note: Supervision of all works is paid on a monthly lump-sum basis against the approved monthly progress report; no separate per-work supervision milestone applies. The total supervision payment shall equal the monthly lump-sum fee multiplied by the actual number of months of supervision certified by the Client. The Procuring Agency reserves the right to cancel, hold or change the sequence of any work, and payment will be made only for months in which supervision services were actually rendered and certified.

IV. Appendices

Appendix A – Terms of Reference (TOR)

The Terms of Reference for this assignment are as set out in Section VII of this RFP, which shall be read as an integral part of this Contract.

Appendix B – Reporting Requirements

The reporting requirements are as included in Appendix A / Section VII (including the monthly progress reports, design reports, bid evaluation reports and job completion report).

Appendix C – Key Personnel and Sub-consultants

The requirements for Key Personnel and Sub-consultants are as included in Appendix A / Section VII and Form TECH-6.

Appendix D – Breakdown of Contract Price in Foreign Currency

Not applicable. (This Appendix would be used only for determining remuneration for Additional Services under GCC Sub-Clause 6.6 where a foreign-currency component is involved.)

Appendix E – Breakdown of Contract Price in Local Currency

The breakdown of the Contract Price in local currency (PKR) shall be as per the accepted Financial Proposal (Forms FIN-2, FIN-3 and FIN-4), comprising Phase A (Design, Documentation & Procurement Support – item-wise lump-sum) and Phase B (Detailed Supervision of all works – monthly lump-sum basis), inclusive of all applicable taxes, on the basis of a Fixed Lump-Sum Payment Contract.

Appendix F – Services and Facilities to be provided by the Client

The Client will provide the following inputs to facilitate the assignment:

- A joint site visit at TCP's Office (5th Floor, Block-B, FTC Building) to clarify the scope of work and show the areas to be renovated.
 - The layout plan of TCP's Office at the 5th Floor, Block-B, FTC Building and any available drawings or data relevant to the works.
 - Unimpeded access to the site and assistance in obtaining the necessary permits and approvals from concerned agencies.
-