

## **Background**

First & Second Floors of the NIC Building were previously leased by another tenant who did extensive renovation and both floors were exclusively being used for basic office space. The proposed design is developed in a way to retain the existing buildout, while making modification to cater to the new workspace requirements.

### **Broad outline of areas to be developed**

**The renovation works include creation of workspace for 66 pax with closed & open plan, meeting room, library, record room and reception area. Requires development of rooms for Executive Director & Director and cubicles for Joint Director, meeting rooms, record room and library, reception area.**

#### **1.1.0 SCOPE OF WORK**

The Scope of Work covers General Interior, Civil, dismantling, flooring, partial false ceiling, wooden partitions, doors, fabric cladding, cabinets, new wiring for power, voice & data and airconditioning, whereas provision for wiring for additional lighting, supply of air-conditions and related copper piping, upgradation of wash rooms and a fully equipped conference room that can seat at least 10 for video conferencing, Imported Furniture and other related works, etc. for the “SECP First and Second floors renovation, NIC Building, Islamabad.” The following should be noted:

- 1.1.1 Non “BOQ” and ADDITIONAL BOQ items will be determined by SECP with architect consultation and contractor must agree to provide items as specified AND APPROVED in writing.
- 1.1.2 Contractor will provide a detailed work plan on submission of bid.
- 1.1.3 Final invoice should be accompanied by Architect verified and agreed final MB( measurement book)
- 1.1.4 Contractor will provide copies of as build drawings.

#### **1.2.0 SITE**

The Site of works is located at “SECP First and Second floors renovation, NIC Building, Islamabad.” The Tenderer must visit the site of work and evaluate site conditions, including restrictions in access, movements, which may affect the work before submitting their tenders. Ignorance of site conditions shall not be accepted as the basis of any claim for any additional compensation, extension of time for completion or any other claims whatsoever.

The submission of tender by a Tenderer would imply that he has read the entire tender document and has made himself aware of the Scope and Specification of works to be performed, local conditions and other factors which have a bearing on the execution of work. If there should be or appear to be any ambiguity in or discrepancy between the Bill of Quantities (BOQ) specification and layout drawings, documents or between specified or measured dimensions upon the drawings, the Tenderer should immediately refer the matter to Client or Architect.

#### **1.3.0 EXECUTION OF WORKS**

Subject, to the tender being accepted by SECP. The Tenderer shall be responsible for execution of the work at site in accordance with the specifications being provided in the tender.

#### **1.4.0 TENDER DOCUMENTS**

All tenderers must submit the tender in full comprising all sections. If a Tenderer has not filled in all the

Sections in the order and sequence provided and given, his tender is liable to be considered invalid and summarily rejected. The tender form and the Appendices thereto shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made to the said document.

All correspondence between Client, Architect and Contractor shall be in English Language. Tenderer shall quote in English, their rates/prices in figures against each item of work detailed in enclosed Bill of Quantities. The sum total of rates/prices quoted against each item of work shall be mentioned both in figures and words. In case there is discrepancy in this figure also, **the lower of the two rates in words and in figures shall prevail.**

**The Tenderer must return the complete set of the Tender Documents. Each page of the Tender Documents including the Bill of Quantities, Tender Drawings, etc., must be signed, stamped and dated by the Tenderer as a token of having examined the same carefully and as a measure of acceptance thereof. Any Tender not so signed and dated shall be rejected. The tender documents must be filled and signed by each partner thereof or in the event of absence of any partner; it must be signed by a person holding a valid Power of Attorney authorizing him to do so. Such a Power to Attorney shall be enclosed with the Tender and it must be disclosed whether the firm is duly registered under the Partnership Act.1932**

**In case of a company, the tender shall be signed by the officers authorized by the company in this regard and the stamp of the Company should be duly affected to the Tender documents. The execution of the Tender shall be duly witnessed.**

#### **1.5.0 PRICES AND RATES**

The quoted prices and unit rates shall be inclusive of the following and shall conform to the specifications and layout plan being provided herein:

- a) Preparations of shop drawings necessary for execution of the project.
- b) All applicable Taxes and duties such as but not limited to excise duty, Sales Tax, or any other taxes or levies.

- c) Comprehensive insurance against loss of material during transit, erection and commissioning.
- d) Workman compensation and as per Law of the LAND.
- e) Third party liability, if any, arising out of action or lack of action of the Tenderer or his representative.
- f) Charges for special tools required for erection operation and maintenance of the equipment scaffolding ladders as required.
- g) Charges for erection, testing and commissioning based on the site facilities specified under Tender basis.
- h) Charges, if any, for obtaining approval from all statutory bodies and authorities wherever applicable before and or after execution of the work.
- i) Quoted rates/prices shall include Taxes payable with respect to workmen. SECP will **NOT** be responsible for contractor compliance with regulations etc. as are stipulated under the law.

In case of discrepancy between rates expressed in words and rates expressed in figures, the lower of the two rates shall prevail. The rates and prices quoted in the Tender shall remain firm for the total actual duration of the work and are not to be subject to any escalation due to increase in prices of material, rise in labor wages, transport charges or due to any other reason, whatsoever and no variations shall be claimed by the successful Tenderer. Under no circumstances shall the Tenderer claim any **additional** amount whatsoever, from the Client on account of work at site, which is **already** included in the scope of work in the Tender.

#### **1.7.0 BILL OF QUANTITIES**

Bill of Quantities and Rate Schedules have been posted to the Securities & Exchange Commission website. Specific rate shall be quoted for each item in the Bill of Quantities and Rate Schedules. All the writings in Tender Document shall be written legibly AND IN ORDER /SEQUENCE already given in the BOQ.

Link for SECP website: [www.secp.gov.pk/procurement.asp](http://www.secp.gov.pk/procurement.asp)

#### **1.8.0 INSURANCE**

Tenderers shall allow in their Tender for taking out “Workmen’s Compensation Insurance” and any other insurance policies as indicated elsewhere in the Tender documents which will be maintained for the actual duration of Contract including the extended period, if any.

#### **1.10.0 ISSUE, RETURN, OPENING AND EVALUATION OF TENDER DOCUMENT**

- a) Each Tenderer is requested to download the “Tender Document” from the SECP website listed under procurement on the SECP homepage. The address is : [www.secp.gov.pk/procurement.asp](http://www.secp.gov.pk/procurement.asp)

The Tender documents duly signed and completed shall be returned to Administration Department **SECP on or** before the date and time mentioned in the Notice inviting Tender in accordance with the terms of such Notice.

#### **1.11.0            VALIDITY OF TENDER**

The Tender shall remain valid for acceptance for a period of 120 (one hundred twenty) days from the date of submission of the same by the Tenderer to the Architect. In the event of a Tender being withdrawn by the aforesaid period of 90 days from the date of submission thereof to the Architect, the Performance Guarantee shall stand forfeited to the Client.

#### **1.12.0            PERIOD OF COMPLETION**

Time is the essence of this Contract. If the Tenderer does not agree to complete the work at site in the time period stipulated in the “Appendix to the Fiscal Aspects, their tender shall not be considered.

The Client is not bound to accept the lowest tender or any Tender and reserves the right to award the work to any one or divide it between more than one Tenderer according to its sole discretion and convenience, without assigning any reason. The rates quoted by the Tenderer shall be valid in case a part of the work is awarded to a Tenderer or even if the final quantities vary substantially from that in the Tender.

#### **1.13.0            INFORMATION FURNISHED**

Any information given to the Tender documents is given in good faith and meant to serve only as a guide. Client is not responsible if any such information given for the guidance of the Tenderer is found to be incorrect, in part or in whole and for any deductions, conclusions or interpretations drawn by the Tenderer. It is, therefore, imperative that the Tenderer must obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the work.

No correspondence will be entertained with Tenderer after the tenders have been opened, or any change in the terms and conditions or in the prices etc., thereof will be entertained.

Canvassing in any form will be a disqualification. The successful Tenderer will have to execute at (on non-judicial stamp paper of requisite value) in the specified agreement Form both counterpart of the formal agreement executed between the Client and the Tenderer shall together constitute but one and the same original document. One original counterpart of the above duly executed agreement will be given to the successful Tenderer and the other Original counterpart will be retained by the Client.

#### **1.14.0            EXPENSE INCURRED BY THE TENDERER**

The Client will not be responsible or pay for expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits to and examination of the site and in the preparation of his Tender for submission.

#### **1.15.0            DETAILS OF DOCUMENT CONFIDENTIAL**

The Tenderer shall treat the details of Tender documents as secret and confidential, and shall not disclose the same to any third party.

**APPENDIX TO FISCAL ASPECTS**

1.	Date of Commencement	<b>Within One week of issue of Letter of intent</b>
2.	Date of Completion	<b>Within 60 days from the date of issue of Commencement/PO</b>
3	Period of submitting final bill	Within 30 days of satisfactory completion of works along with as built documents duly attested by Architect and Client.
4	Retention money	<b>10%</b> of each progress payment shall be withheld. Balance of Retention Money will be released six months after completion of Work CERTIFICATE. Money will only be released after satisfactory completion
5	Insurance to be availed by the Contractor	Workman compensation, third party liability, CAR Policy will be required.
11.	Period of honoring final bill by the Owner, after being certified by the Architect.	30 days from the receipt of certificate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

(Signature & Seal)

Address of Tenderer

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**CLIENT** - Correspondence Address

**SECP Administration Department**

**Arshad Kamal**

**Joint Director, Administration**

**Securities and Exchange Commission of Pakistan  
NIC Building, 63 Jinnah Avenue, Blue Area, Islamabad-44000 Pakistan  
Tel: 051-920 7091-4, Ext 160**