



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**No. T# 01 / 15-16.**

### **Invitation to Bid**

The Securities and Exchange Commission of Pakistan (SECP), set up in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector etc.

The Securities and Exchange Commission of Pakistan invites sealed bids from well reputed competent Steel Structure Fabrication/Civil Contractor to carry out the complete work and registered with PEC, Income Tax and Sales Tax Departments for

### **Construction of Emergency Exit Stairs at Lahore**

Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned and can also be downloaded from [www.secp.gov.pk/procurement.asp](http://www.secp.gov.pk/procurement.asp) free of cost.

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned by 3 pm on May 30, 2016, and will be opened on the same day at 3:30 pm.

Waseem Irshad

Director Admin

Commission Registration Office; Third Floor

Associated House; 7-Edgerton Road, Lahore, Pakistan

Tel: PABX: +92 [42] 99204962-66 [11] | FAX: +92 [42] 99202044,

**Email: [waseem.irshad@secp.gov.pk](mailto:waseem.irshad@secp.gov.pk)**

## **Terms and Conditions for Bids and Bidders**

### **Tender Identification Number: TENDER # 01 / 15-16**

1. The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector etc.
2. The Securities and Exchange Commission of Pakistan invites sealed bids from the well reputed competent Steel Structure Fabrication/Civil Contractor based in Pakistan and registered with sales tax department, having active national tax number (NTN) for **Construction Of Emergency Exit Stairs** at Lahore through '**Single Stage-Two Envelope**'.
3. The bid is being invited as per '**Single Stage-Two Envelope**' procedure. If the bidder fails to fulfill any of the mandatory requirements, his bid will be considered as non-responsive and will be rejected without opening his 'Financial Proposal'.
4. The bid shall comprise a single package with only the name of work, containing the following in two separate envelopes:
  1. Technical Proposal
  2. Financial Proposal

The envelopes shall be marked as 'TECHNICAL PROPOSAL' and 'FINANCIAL PROPOSAL' in bold and legible letters to avoid confusion.

Initially, only the envelope marked as 'TECHNICAL PROPOSAL' shall be opened. The envelope marked as 'FINANCIAL PROPOSAL' shall be retained in the custody of SECP without being opened.

SECP shall evaluate the 'Technical Proposal' in a manner prescribed below, without reference to the price and reject any bid which does not conform to the specified requirements.

The 'Technical Proposal' must contain the following

- (i) Certificate of registration of bidder with Pakistan Engineering Council in the relevant category valid for current financial year
- (ii) National Tax Number along with copy of certificate & Sale Tax registered.
- (iii) Copy of at least one work order of similar work having worth of over 3 million and completion certificate of the same.

Following relevant documents must be provided:

- (a) Name of the bidder
- (b) Type of ownership i.e. Proprietor/Partnership/Private Limited
- (c) Copy of NIC in case of single proprietor

- (d) Copy of partnership deed in case of partnership
  - (e) Copy of Article of Association for Private/Public Limited Companies
  - (f) Bidder must submit an affidavit with the bid that the bidder is not blacklisted by any organization.
5. The 'Financial Proposal' should contain the tender documents with each page signed along with duly filled in 'Bid Sheet'.
  6. After the submission of bid, no amendments shall be permitted.
  7. The 'Technical Proposals' may be evaluated immediately after opening and the 'Financial Proposal' of bids found technically nonresponsive shall be returned un-opened to the respective bidders. Thereafter the 'Financial Proposals', of the technically accepted bids only, will be opened in the presence of concerned bidders.
  8. In case of any conflict between the Design Drawings and the Technical Specifications, the Drawings shall supersede the Specifications.
  9. The Procurement Agency is:

**Securities and Exchange Commission of Pakistan**  
**Company Registration Office; 3rd floor,**  
**Associated House; 7-Edgerton Road, Lahore, Pakistan**  
**Tel: PABX: +92 [42] 99204962-66 [11] | FAX: +92 [42] 99202044.**

10. The right to accept, reject and cancel any offer without assigning any reason is hereby reserved. The SECP's decision will be final and binding in all matters relating to this invitation.;
11. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
12. The bid validity period shall be 120 days.
13. The amount of the bid and earnest money shall be in Pak rupees. The technical bids should be accompanied by earnest money (refundable) in a sealed envelope for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft valid for not less than 6 months in favor of Securities and Exchange Commission of Pakistan. Bids not accompanied by earnest money will not be entertained.
14. If the bid is withdrawn before the expiry of its validity or the supply/services are not made/provided within due date, the earnest money will be forfeited in favor of the SECP, Lahore.

15. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
16. The language of the bid is English and alternative bids shall not be considered.
17. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
18. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
19. The rates must be quoted strictly in accordance with our documents and Annex(s). In the event of non-acceptance of offer no intimation will be given to the individual bidder.
20. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
21. Only registered suppliers who are on active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
22. If any supplier is not in ATL then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR
23. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
24. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted. Unsealed bids will not be entertained.
25. The earnest money of successful bid will be retained and that of other bidders will be returned.
26. The place of destination is: Securities and Exchange Commission of Pakistan, 3rd floor Associated House; 7-Edgerton Road, Lahore, Pakistan  
.....
27. The envelopes shall bear the following additional identification marks:

Bid for: CONSTRUCTION OF EMERGENCY EXIT STAIRS AT CRO LAHORE

Bidder Name: XYZ

Attention: Waseem Irshad

Director Admin

Securities and Exchange Commission of Pakistan  
Company Registration Office; 3rd floor,  
Associated House; 7-Edgerton Road, Lahore, Pakistan  
Tel: PABX: +92 [42] 99204962-66 [11] | FAX: +92 [42] 992020  
Pakistan

28. The deadline for the submission of bids is:  
Date: ....., 2016  
Time: 1500Hrs

29. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan  
3rd floor, Associated House; 7-Edgerton Road, Lahore, Pakistan  
Date: ....., 2016  
Time: 1500Hrs

30. A statement “Not to be opened before 1530 HRS on ....., 2016” shall be clearly mentioned on the top of the sealed bid.

31. The bids received after the due date and time will not be entertained.

32. The SECP reserves the right to amend/change/revise the TORs of invitation if deemed necessary. The successful bidder shall have to provide the services accordingly.

33. Site Conditions.

The tenderers shall fully acquaint themselves, with the site & site conditions etc. affecting in any way the cost of construction etc. before tendering. The work is completed in all respects, fully functional; all internal services are to be properly connected to the external services. Bidders have to arrange the proper safety measures for SECP and their own staff.

34. Tender Preparation And Submission.

The tenders shall be prepared at tenderers own cost and shall be submitted on prescribed form of tender in sealed envelopes on which only the name of work should be clearly written in capital letters while name of tenderer should not be written. All entries should be made in ink in both words and figures.

35. Discrepancy in Tenders.

The Commission reserves the rights to rescind the contract, on the basis of any discrepancy, which Commission deems fit in the interest of work and earnest money will be forfeited in case of any such default of contractors.

36. Conditional Tender.

Conditional tender will not be accepted.

37. Clarification & Interpretations.

The tenderers shall study the drawings & specification carefully. Any information, clarification, interpretations sought by the intending tenderers must be referred in writing to waseem.irshad@secp.gov.pk

38. Rates.

The contractor shall quote the rate on lump sum cost basis, to the fully functional/operational conditions.

39. Standard of Work

The work shall be done to the entire satisfaction of the Project Coordinator as identified by the SECP. SECP is the sole judge to approve the standards of work and if any defects are observed up to completion of maintenance period, the contractor shall make good all such defects at his own risk and cost including materials.

40. Testing of materials.

All type of expenditures to be incurred on testing of construction & fabrication material shall be borne by the contractor. Following tests for construction materials will be carried out:

Sr. No.	Material	Test	Reference
1.	Concrete	Compression test of 6" concrete samples at 28 days	BS 1881-108
2.	Reinforcing steel	1.Tensile Strength 2. Elongation Test	ASTMA A 370

The Contractors will pay all the expenses relating to material testing including but not limited to the cost of material, sample preparation, carriage and testing fee etc.

The Contractors shall make available at site the equipment/apparatus required for testing of materials .The quantity of samples and the frequency of tests will be as per above Standards.

41. Tax Deduction.

As required under the law, taxes will be deducted as per prevailing Government instructions & deposited with the relevant Tax Departments. However, a certificate for such deduction will be issued to the contractor.

42. Variations.

The Project Coordinator shall make any variation of the form, quality or quantity of the works or any part thereof that may, in its opinion, be necessary and for that purpose, or if for any other reasons it shall, in its opinion be desirable, the Project Coordinator shall have power to order the contractor to do and the contractor shall do the work .The excess

quantity of ordered work shall be paid as per bid quoted price.

43. Escalation.

No escalation in respect of all kind of material and labor shall be paid in any case due to increase of prices in the market.

44. Completion Time

The contractor shall complete all contract works within stipulated 'Time of completion' as given Appendix-A.

45. Time Extension

Delay in work due to special circumstances of any kind which may occur other than through default of the contract shall entitle the contractor to an extension in time for completion of work. These special circumstances may include war, riot, epidemics, adverse climatic condition, law and order situation or other circumstances of such kind which are beyond the reasonable control of the contractor. The Project Coordinator shall determine the amount of such time extension and shall notify to the contractor accordingly.

46. Maintenance Period.

The maintenance period shall mean the period of maintenance named in the Appendix-A to the tender, calculated from the date of completion of the works, certified by the Commission.

47. Remedy On Contractors Failure To Carry Out Work Required.

If the contractor shall fail to do any such work as aforesaid required by the Commission, the Commission shall be entitled to employ and pay other persons to carry out the same and if such work is the work, which in the opinion of the Commission, the contractor was liable to do at his own expense under the contract, then all expenses consequent thereon or may be deducted by the Commission from any money due or which may become due to the contractor

48. Site Clearance

On completion of contract works, the contractor shall clear/remove all construction debris, plants, equipment, surplus material, temporary works etc. from the site in workman like condition to the satisfaction of the Commission.

49. Commission will execute a legal agreement with the selected contractor.

Note:

The attachment details are as under  
Terms of Reference

Annex "A"

Work Sheet with drawings

Annex "B"

If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements

## **Annex “A”**

### **Terms of Reference**

Time of Completion	45 days
Period of Maintenance	Six months calculated after date of completion
Earnest Money	Two percent (2%) of the tendered cost of the project
Amount of Performance Bond or Guarantee	Equal to ten percent of the amount of contract, to be issued by any of SECP approved Insurance companies & scheduled banks of Pakistan. This should be submitted within 15 days of issuance of work order and will be returned after successful completion of maintenance period.
Validity Period of Performance Bond	Till satisfactory completion of Maintenance Period (up to 6 months)
Period for commencement, from Commission's order to commence	From actual date of site handover
Mode of Payment	The contract payment shall be made on 100% completion of work and verified by project coordinator.
Penalty on delay of Job	0.2% of the contract amount per day of delay
Maximum Limit of Penalty	10% of the total contract amount
Time within which payment to be made	Thirty working days of SECP after site verification by SECP's authorized officer



**Annex “B”  
Work Sheet**

S.No	Description Of Work	Unit	Quantity	Rate	Amount
1	Making of RCC pedestals (04)from G. Level - 6'-0" to +1'-6" using design mix concrete having 3000PSI minimum concrete cylinder strength at 28 day with maximum water cement ratio 0.45. Cost of cutting, anchoring, reinforcement and concrete shall be included.	LUMP SUM			
2	Supply, fabricate and erect structural steel prime grade billet quality hot rolled mild steel conforming to AISC Designation A36 Tensile strength 36Ksi including Epoxy painting as detailed in drawings.	MT			
3	Cutting and repair works for door Opening in masonry wall including Fixing of good quality steel 14 gauge door with push lock filled with special rock class wool size 3.5x7 feet	Lump sum			
4	Supply and installation of steel doors as per above specification	Nos			
5	Repair work and removal of debris in all respect.	Lump sum			