



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 08/18-19

Invitation to Bid

The Securities & Exchange Commission of Pakistan invites sealed bids from financially sound contractors registered with Income Tax and Sales Tax Departments for below:

“Setup of SECP Fitness Centre & Supply of GYM Equipment”

Interested suppliers may get bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, date and location for opening of bids, bids evaluation criteria, clarification/rejection of bids etc. from the undersigned and can also be downloaded from <https://www.secp.gov.pk/procurement/> free of cost.

Bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before 31st May, 2019 at 1100Hrs and will be opened on the same day at 1130Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 021-99213424 (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)

Terms and Conditions for Bids and Bidders

1. Tender Identification Number: **T#08/18-19**

2. 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.
3. The Securities & Exchange Commission of Pakistan invites sealed bids from well reputed and financially sound contractors registered with income tax and sales tax departments for **“Setup of SECP Fitness Centre & Supply of GYM Equipment”**

through

Single STAGE Two ENVELOP METHOD.

4. The Procurement Agency is:

Securities and Exchange Commission of Pakistan
SLIC Building # 2 , 4th Floor Wallace Road, Karachi

5. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial Bid and the technical Bid. The envelopes shall be clearly marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters.
6. Initially, only the envelope marked “TECHNICAL BID” shall be opened publically. The envelope marked as “FINANCIAL BID” shall be retained.
7. After the evaluation and approval of the technical bid, financial bids of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of unsuccessful bidders (technically) will be returned.
8. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>
9. The bid validity period shall be 150 days.
10. In order to obtain full understanding of the TORs, interested bidders may visit site and for exact measurement and understanding of actual work required.
11. The Commission does not pledge to accept the lowest bid and reserves the right of accepting full or part services offered by any bidder and bidders should supply the same at quoted rates.
12. SECP reserves the right to reject all bids and cancel this invitation at any stage of the bidding process.
13. The amount of the bid and bid security shall be in Pak rupees. The bid security shall be submitted in a **third sealed envelope with the technical bid.** The bids should be accompanied by bid security (refundable) 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 bid security or with less amount of bid security will not be entertained.

14. The bid security of successful bidder will be retained and that of other bidders will be returned after award of contract.
15. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
16. If the bid is withdrawn after opening of bids and before the expiry of its validity or the supply/services are not made/provided within due date, the bid security will be forfeited in favor of the SECP, Islamabad/ SRO, KHI
17. 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.
18. The language of the bid is English and alternative bids shall not be considered.
19. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
20. 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.
21. The rates must be quoted strictly in accordance with our documents and Annex(s).
22. Discounts (if any) offered by the bidder shall be part of the bid.
23. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of quoted price shall be clearly mentioned.
24. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated bidder. In case selected bidder is not willing to supply on quoted amount then bid security submitted with the bid will be forfeited in favor of the Commission.
25. All software based items contains installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
26. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes. (if applicable)
27. The end user License, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment/services delivered.(if applicable)
28. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid in case of any such claim.
29. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
30. Bidder must submit an affidavit with the bid that the bidder is not blacklisted by any organization.
31. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
32. 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.

33. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.

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

35. SECP shall disqualify any bidder if it finds at any time that the information submitted by the bidder is false and materially inaccurate.

36. 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 / received.

37. Place of destination is: **Securities and Exchange Commission of Pakistan**, 4th Floor, SLIC # 2 Building, Wallace Road I.I. Chundrigar Road , Karachi

38. The envelopes shall bear the following additional identification marks:

Bid for:	Setup of SECP Fitness Centre & Supply of GYM Equipment.
Bidder Name:	XYZ
Attention:	4th Floor, State Life Building #2, Wallace Road Off I.I. Chundrigar Karachi .

39. The deadline for the submission of bids is:

Date: 31st May 2019

Time: 1100 Hrs.

40. The bid opening shall take place at:

**Securities and Exchange Commission of Pakistan
4th Floor, State Life Building #2, Wallace Road Off I.I.
Chundrigar Karachi
Date: 31st May 2019 at 1130 Hrs**

41. A statement “(Do Not Open Before 1130Hrs on 31st May 2019)” shall be clearly mentioned on the top of the sealed bid.

42. Successful bidder for Renovation work would sign an agreement/contract with the Commission. However, SECP reserves the right to hire the services/purchase required items, by issuing a Purchase Order and to engage the selected bidder in an agreement/contract.

Note:

	Attachment Details are as under	
1.	TORs for Renovation of SECP Fitness Centre	(Annex “A”)
2.	BOQ for Renovation of SECP Fitness Centre	(Annex “B”)
3.	TORs for Supply of GYM Equipment	(Annex “C”)
4.	BOQ Quantity/Specifications of GYM Equipment	(Annex “D”)
5.	Sample Contract for Renovation of Fitness Centre	(Annex “E”)

- **Interest bidder(s) may quote for only one requirement i.e. either for Setup of SECP Fitness Centre or Supply of GYM Equipment, however, bids shall be evaluated as per evaluation criteria.**
- **If the above Terms & Conditions are acceptable then bids must be submitted well in time and according to the requirements as per details above.**

TERMS OF REFERENCE
Setup OF SECP FITNESS CENTRE

Mandatory Requirements: (Proof/supporting documents needs to be enclosed for the evaluation)

- Copies of Income Tax and Sales Tax Certificates.
- Brief Profile of the bidder mentioning the list of clients in Government Organizations, Autonomous bodies, Reputed Private Institute/Organizations where similar renovation project executed in last three years along with project cost.
- Bidder shall submit rates as per BOQ's. In case bidder does not quote rate against any item/requirement of BOQ's in any categories out of four as per below, then its bid shall not be considered and will be rejected.
- 5% amount of Project value will be retained for Six months as "Retention Money.
- No mobilization advance will be paid.
- Payment will be paid as per actual.
- Please note that plans & BOQ's quantities may vary as per Commission's requirement arises time to time.
- Interested bidders **MUST** visit construction site before submitting their bids.
- Bidders not visiting the site for understanding the work before bid submission shall be rejected.

Sr. No.	Technical Evaluation Criteria	Allocated Marks
1.	Similar Projects in Last five (5) Years: (Minimum 05 Projects):	10
	(02) Marks for each Project on the basis of confirmation from entities.	02 (each project)
1.1	Completed Project of 500 sq. ft. area or above	1
1.2	Completed Project of value of Rs.1.0 million or above	1
2.	Legal Entity/Registration with PEC:	10
2.1	Bidder is registered with PEC	10
3.	Satisfactory Certificate from Clients (Min. Two) subject to position verification.	20
	Total Technical Marks allocated:	40

Note: Above all documents **MUST** be submitted along with proposal.

Bids securing minimum 60% marks i.e. 24 or above out of 40, in technical evaluation shall only be considered for further processing and financial bid opening. Bid with lowest cost in financial comparison will be selected.

Annexure-B

Title:	Bill of Quantities (BOQ)				
BOQ item No.	Description	Unit	Qty	Unit Price	Amount
1	Looking Glass: 5MM Imported Glass including transportation and Installation in all aspects.	Sqft	300		
2.	Common Area: 2MM PVC flooring.	Sqft	400		
4	Paintwork: Good quality paintwork is required.	Sqft	200		
5	Electrical Works: Ceiling Spotlights needs to be replaced and existing power points are required to conceal for the improved outlook.	Qty	15		
6	2x2 Ceiling Fans	Qty	04		
7	Glass Door: At Main Entrance	Qty	01		
8	Supply & Installation of PVC Printed Fitness Theme Vinyl Pasting on Walls.	Job	01		
9	Heavy Duty Electric Wiring with Heavy Power Outlets for new installed Gym equipment's along with Main Heavy Duty DB for Gym Electric Supply with existing setup in all aspects.	Job	01		
<u>Wooden Works</u>					
1	Changing Room – Wood Work (Min. 2)	Job	01		
2	Wooden Lockers with locks in all aspects (Min. 6)	Job	01		
3	Wooden Partition with Paint work in all aspects.	Job	01		
4	Exhaust System Ventilation with necessary material in all aspects.	Job	01		
5	Portable Shower with proper drainage connection complete in all aspects	Qty	01		
	Total Cost:				

Bid found in compliance of the mandatory requirements for setup/renovation works and quoting lowest cost shall be selected.

TERMS OF REFERENCE
Supply of GYM Equipment

Mandatory Requirements: (Proof/supporting documents needs to be enclosed for the evaluation)

- Brief Profile of the bidder mentioning the list of clients in Government Organizations, Autonomous bodies, Reputed Private Institute/Organizations.
- Copies of Income Tax and Sales Tax Certificates
- Successful contractor firm shall be bound to provide the required items within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week on pending items shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.
- Technical specifications of the quoted equipment with make/model proposed to be supplied.
- Payment will be paid as per actual.
- Please note that plans & BOQ's quantities may vary as per Commission's requirement arises time to time and below items may increase or decrease as per Commission's requirement.

General Terms & Conditions:

- Details of after sale warranty/guarantee and annual maintenance charges shall be provided unambiguously.
- Name of manufacturer must be clearly specified while indicating the make of product.
- Payment Terms:
 - a. 90% against delivery of equipment, installation & commissioning of equipment.
 - b. 10% after completion of 3 months commissioning.
- No advance payment will be made.
- Any conditional offer or any deviation from terms and conditions of the tender shall render the tender liable to rejection.
- Bidder is responsible for installation & commissioning of gym equipment's.
- Rates quoted should include delivery, installation and commissioning at desired location of the SECP i.e. Regional Office, Karachi.
- Technical details/literature/operation manual etc of each equipment/machine **must be provided with the bid.**
- It shall be normally presumed that equipment are available **ex-stock and shall be supplied immediately. If not so, delivery period shall be specifically mentioned in the bid but it should not exceed 60 days from the date of issue of Purchase Order.**
- Bidder must have relevant certificate to sell and service the quoted items in Pakistan. Copies of Authorized Distributor/Dealer/Partner/ Reseller Certificate must be attached with the bid.
- Bids of quoted equipment submitted without Authorized Distributor/Dealer/Partner/Reseller Certificate shall not be accepted.
- All damaged or unapproved gym equipment shall be returned at the risk and cost of the authorized dealers/suppliers and incidental expenditures there upon shall be borne by the bidder.
- Defective or unaccepted gym equipment will be replaced at entire cost and risk of the selected bidder only. SECP will not bear any expenses on this account.
- Warranty period, wherever applicable, should be clearly specified as per Company/Manufacturer's rules/norms. Under no circumstances, it shall not be less than 12 months. Maintenance of all the equipment till completion of Warranty period shall be responsibility of the successful bidder.

- The SECP requires that the bidder under this bid observes the highest standards of ethics during the procurement and execution process under PPRA rules.
- The Commission reserves the right to increase/decrease the required number of items and quantity duly mentioned below at Annexure-D.

Sr. No.	Technical Evaluation Criteria	Allocated Marks
1.	Similar Projects in Last five (5) Years: (Minimum 05 Projects): 2 point each	10
2	Certificate copy of Authorized Distributor/Dealer/Partner/Reseller. <u>Subject to verification</u>	30
	Total Technical Marks allocated:	40

Note: Above all documents MUST be submitted along with proposal.

Bids securing minimum 60% marks i.e. 24 or above out of 40, in technical evaluation shall only be considered for further processing and financial bid opening. Bid with lowest cost in financial comparison will be selected.

Annexure-D

Sr	Items	Body Part	Description	Qty	Estimated Cost
A	Machines				
1	Heavy Duty Treadmill	Cardio	Sole Fitness or equivalent with AC motor min. 2.5 HP	2	
2	Recumbent Bike	Cardio	Sole Fitness or equivalent	1	
3	Multipurpose Home Gym Heavy Duty	Multi body parts	Horizon fitness or equivalent	1	
4	Single Twister Machine	Abs	Daily youth or equivalent	1	
5	UTILITY BENCH	Strength	Live up or equivalent	2	
6	Multipurpose Heavy/ Adjustable Bench	Strength	Daily youth or equivalent	1	
7	PVC Yoga Mat	Strength	---	3	
8	Dumbbells (1 set each)	Strength	Rubber coated 1Kg(2), 2Kg(2), 3K(2), 4Kg(2), 5Kg(2) ,8kg(2) , 10kg(2) and 12 Kg(2)	1	
	Other Equipment				
1	CCTV Camera	Qty	Supply & Installation of CCTV camera, integration with current DVR system installed	1	
2	Biometric Machines	Qty	ZKTEC UA860 or equivalent	2	
3	Air Conditioners	Qty	Kenwood or equivalent (1.5 Tons)	2	
	Total Estimated Cost				

Bidders interested to bid for Supply for Gym Equipment may quote only for any single item. Bid found in compliance of the mandatory requirements and quoting lowest cost (item wise) shall be selected.

Annexure-D

AGREEMENT

This agreement ("Agreement") is made on this the —— day of ----- at Karacho.

BY AND BETWEEN

Securities & Exchange Commission of Pakistan, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 with its head office located at **NIC Building, 63 Jinnah Avenue, Islamabad Regional Office, KHI** (the "Commission", which expression shall, where the context so admits, include its successors in interest and permitted assigns) of the One Part

AND

XYZ a company incorporated under the Companies Ordinance, 1984 having its registered office at -----
----- (the "Agreementor" which expression shall, where the context so admits, include its successors in interest and permitted assigns) of the other part;

Commission and the Agreementor shall hereinafter be referred to as the "Parties" collectively and the "Party" individually and interchangeably.

WHEREAS:

1. The Commission is desirous to setup its SECP Fitness Centre situated at its SRO, KHI, SLIC #2 4th floor, KHI ("**Premises**").
2. The Agreementor represents and warrants that it has the relevant expertise and adequate skills to provide the Services required by the Commission.
3. The Commission has approved and the Agreementor has agreed for the provision and installation of all materials, labor and supervision to perform the Services described in attached schedule as mentioned in (BOQ/TORs) "**Annexure -A**".

4. The Agreementor represents that it can execute the same as per Specifications in (BOQ/TORs) Annexure "A" and to complete the work renovating the Premises on the terms and conditions set out hereunder.

Now Therefore it is Agreed Between The Parties as Follows:

The recital hereof shall form an integral part of this Agreement.

ARTICLE 1– DEFINITION AND INTERPRETATION

- 1.1 For the purposes of this Agreement, the following terms shall have the meaning set out herein, unless the context requires otherwise.
 - a. **"Agreement"** means this agreement **dated** along with its Annexure and Appendices.
 - b. **"Design"** means the basic Design and concept provided by or approved by the Commission for the renovation, of the Premises set out generally as (LAYOUT/BOQ/TORs) **"Annexure – A"** hereto.
 - c. **"Premises"** means SECP Fitness Centre of the Commission's SRO, KHI at SLIC Building # 2, Karachi.
 - d. **"Specifications"** means the description of materials and details of renovation work as outlined in (BOQ/TORs) **"Annexure -A"** attached hereto and approved by the Commission.
 - e. **"Services"** bears the meaning attributed thereto in clause 2.1.
- 1.2 In this Agreement any reference to an Article, a Schedule or an Appendix shall be a reference to an Article, Schedule or Appendix of this Agreement.

**ARTICLE 2 – OBJECT OF THIS AGREEMENT AND SCOPE OF
WORK OF AGREEMENTOR**

- 2.1 The Services under this Agreement is for the Agreement or to renovate SECP Fitness Centre as per approved Design (Annex-A)
- 2.2 In case of any additional item proposed / made by the Client to the scope and price will be adjusted accordingly and signed by both the Parties based on the existing Agreement and market price on that time as guideline.

ARTICLE 3 – PRICE

- 3.1 In consideration of the performance by the "AGREEMENTOR" of its obligations under this Agreement to the satisfaction of the Commission, the Agreement price ("Price") to be paid to the Agreementor shall be **Rs. ____/-** (Rupees 00000 Only, Inclusive of all Applicable Govt Taxes and duties but not limited to excise duty, Sales tax, or any other taxes or levies). All Services shall be executed / supplied as one Job as per (BOQ/TORs) **"Annexure -A"** and design layout as per design provided by the/Commission".
- 3.2 All payment will be subjected to withholding tax deductions at source as per regulations, if relevant.
- 3.3 Any and all payments made under this Agreement shall be less any Government taxes, which the Commission is by law required to deduct.

ARTICLE 4 – TERMS OF PAYMENT

- 4.1 The Agreementor shall provide Bid Security to the satisfaction of the Commission.
- 4.2 No advance payment will be made to agreementor. The agreed amount shall be paid to the agreementor after the completion of work after submission of invoice.
- 4.3 The quantity of work done will be verified by Client/Commission. Final bill will be supported by verified measurement of the actual work done.
- 4.4 Invoice being submitted to the Commission shall cleared within specified time period of the Finance deptt of commission of their submission, exclusive of dates of submission and payment.

ARTICLE 5 – PERFORMANCE GUARANTEES

- 5. The Agreementor shall ensure that only such materials as shall be of the respective kinds described in the design and (BOQ/TORs) “**Annexure - A**” shall be approved and only such workmanship as conforms with the Design. Agreementor will ensure that all material used for renovation is fit for the purpose it is intended, is free from defects. The Agreementor shall arrange samples of all relevant materials and get its approval from the Client/ Commission.
- 5.1 The Services shall be completed and the Premises handed over to the Commission within the agreed period period of 15 days (with best possible try to complete the work early) from the completion date of the Agreement, however, the Commission shall have a right to make deduction equivalent to 1% (of the PO/contract Value) per week or pending works shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.
- 5.2 If the project could not be completed in maximum two weeks from the execution date of the Agreement due to delay of payments, approvals or any other reason caused by the Commission, then the charge specified in Article 5.1 shall be waived off.

ARTICLE 6 – ADDRESSES OF THE PARTIES

- 6.1 The authorized representatives of both the Parties alongwith their addresses are as follows.

Commission: Securities & Exchange Commission of Pakistan SLIC Building # 2 , 4th
Floor Wallace Road, Karachi- Pakistan

Attention

Agreementor:

Attention:

ARTICLE 7

TERMINATION BY THE AGREEMENTOR

If the Coordinator fails to issue a payment certificate for a period of thirty days through no fault of the Agreementor, or if the Commission fails to make payment thereon for a period of thirty days from issuance of a payment certificate, the Agreementor may, upon fourteen days' written notice to the Commission, terminate the Agreement, provided however, that Commission shall first have an opportunity to remit such payment within the fourteen day period following written notice.

TERMINATION BY THE COMMISSION:

If the Agreementor defaults or neglects to carry out the Work in accordance with the Agreement, Scope of work or fails to perform any provision of the Agreement, the Commission may, after Seven days' written notice to the Agreementor and without prejudice to any other remedy Commission may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Agreementor or, at Commission's option, may terminate Agreementor's work under the Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Agreementor and may finish the Work by whatever method Commission may deem expedient, and if the unpaid balance of the Agreement Sum exceeds the expense of finishing the Work, such excess shall be paid to the Agreementor, but if such expense exceeds such unpaid balance, the Agreementor shall pay the difference to the Commission. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

ARTICLE 8 – DISPUTE RESOLUTION

- 8.1 **Amicable settlement.** The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement.
- 8.2 **Dispute settlement.** Any dispute between the Parties arising under this Agreement, which cannot be amicably settled 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). Any Services to be performed under the Agreement shall, if reasonably practicable, continue during the arbitration proceedings and no payment due to or by the Commission shall be withheld on account of such arbitration proceedings.
- 8.3 The matter shall be referred to a sole arbitrator as agreed by both Parties.
- 8.4 The seat of arbitration shall be Islamabad, Pakistan and the language of arbitration shall be English.
- 8.5 In case the Parties do not agree to the appointment of arbitrator, the same shall be appointed by the court of competent jurisdiction.
- 8.6 For the purposes of this Agreement, the Parties irrevocably submit to the jurisdiction of the courts of Islamabad/Karachi.

ARTICLE 9 - MISCELLANEOUS

9. The Agreementor shall make its own arrangements for the engagement of all staff and labor necessary for the fulfillment of its obligations under this Agreement, and for their payment, feeding and transport. Whereas Commission allows to work Labor after office hours 1700hrs and on

weekends.

- 9.1 Agreementor agrees to protect, indemnify, defend and hold harmless the Commission, its Chairman, Commissioners and employees from any claims, demands obtained by the Agreementor's staff, labor or its employees, on account of personal injury or death or any third party claim.
- 9.2 The copyright of all document prepared by the Agreementor in connection with the Agreement rests with the Commission. The Agreementor shall not be entitled either directly or indirectly to make use of these documents for carrying out work other than that required by the terms of this Agreement.
- 9.3 The Agreementor shall maintain confidentially in all matters arising out of this Agreement and which are not in the public domain for a period of five (5) years from the date of execution of this Agreement. The Agreementor shall deliver to the Commission all as built drawings and relevant warranties (wherever applicable) for equipment upon handing over of the Premises.
- 9.4 Commission shall be responsible to pay all the Utility Bills (Electricity or Backup and water supply etc.) of the Premises for the whole time period of renovation which shall not be misused by the Agreementor or its personnel.
- 9.5 Two weeks are inclusive of all gazette holidays.
- 9.6 Lead time items procurement will be done well in time.
- 9.7 Any changes alternation in plan or material etc will be obtained in writing from Client/commission.

ARTICLE 10 – ACTIONS ON BEHALF OF COMMISSION

10. The Agreementor shall take no action on behalf of the Commission in the performance of Services under this Agreement or conduct any operations relating thereto that would subject either Party to liability or penalty under any law, rules, regulation, or decrees by any Government or Authority.

ARTICLE 11 – FORCE MAJEURE

11. Neither Party shall make claim against the other Party or be deemed to be in breach of Agreement where such failure or omission is caused by Force Majeure. Force Majeure shall include, but not be limited to. Acts of God, war (declared or undeclared), insurrection, acts of terrorists, acts of governments or government bodies (including legislative bodies, courts and executive officers of agencies), unusually severe weather during the period in question,. Or any other similar matters beyond the control of or which could not have been reasonably foreseen and / or avoided by the Party affected.

ARTICLE 12 – ENTIRETY AND COUNTERPARTS

12. This Agreement including any supplement and all Appendices and Annexures hereto constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all promises and representations made by one Party to the other concerning the obligations to be performed hereunder. This Agreement may not be discharged, released, supplemented, amended or modified in any manner except by an instrument in writing signed by a duly authorized representative of both the Parties.
- 12.1 This Agreement shall be executed in two counterparts, both of which shall be deemed original.

ARTICLE 13 – RELATIONSHIP

The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

ARTICLE 14 – APPLICABLE LAW AND JURISDICTION

- 14.1 This Agreement is governed by the laws of the Islamic Republic of Pakistan.
- 14.2 Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad/Karachi, to which the Parties irrevocably submit.

ARTICLE 15 – ACCEPTANCE OF THE WORK:

The Agreementor shall correct any Work that fails to conform to the requirements of the Agreement Scope of work where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Agreement or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the AgreementScope of work. The provisions of this Article apply to Work done by Sub Agreementors as well as to Work done by direct employees of the Agreementor, and are in addition to any other remedies or warranties provided by law. No act of the Commission or the Coordinator, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the Commission or Coordinator in this behalf. Before any final certificate shall issue, Agreementor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this Agreement, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this Agreement by the Commission or anyone acting on Commissions' behalf shall be held as a waiver of any other subsequent breach thereof. Agreementor agrees to guarantee all work under this Agreement for a period of one year from the date of Final Settlement by the Commission. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by the Commission or the Coordinator, then the Agreementor shall, when notified by the Commission or Coordinator in this behalf, immediately place such guaranteed Work in a condition satisfactory to the Commission.

ARTICLE 16 - SPECIAL/MISCELLANEOUS PROVISIONS:

Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent Addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of the law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance, or enforcement of this Agreement.

This Agreement is governed by the laws of the Islamic Republic of Pakistan and any action to enforce any of the provisions, obligations or covenants of this Agreement shall be commenced only in a court of proper jurisdiction in Pakistan.

Contractor shall not assign this Agreement. The provisions of the Agreement are binding on the

heirs, successors or assignees of the parties.

The rights and remedies available under this Agreement shall be in addition to any rights and remedies allowed by law.

No failure to enforce any provision of the Agreement on account of any breach thereof shall be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

ARTICLE 15 – STAMP DUTY

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the bidder.

In witness hereof the Parties have executed this Agreement on the date abovementioned.

Builders
Mr.

COMMISSION
Mr.

Date:

Date:

WITNESS:

1) _____

1) _____

2) _____

2) _____