



**SECURITIES AND EXCHANGE COMMISSION OF
PAKISTAN**

BIDDING DOCUMENT
PROCUREMENT OF WORKS
(For Smaller Contracts)

**Renovation works at 10th Floor SECP Head Office
63 Jinnah Avenue Islamabad**

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INVITATION FOR BIDS

INVITATION FOR BIDS

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN (SECP) invites sealed bids from eligible Constructors qualifying eligibility criteria for the following work.

| Name of Project | Bid Security |
|--|--------------|
| Renovation work at 10 th Floor SECP Head Office Islamabad | PKR 100,000 |

1. The Bidding process will be carried out adopting the "Single Stage Two Envelope" procedure as per PPRA rule 36(b).

Eligibility Criteria:

- The interested Bidders meeting minimum eligibility criteria as mentioned in the Bidding Document is encouraged to apply.
2. The bidders must enclose the bid security in the shape of (Pay Order /Demand Draft) in favor of **SECP** along-with Technical Bid. Failing which the bid shall be rejected.
 3. Complete set of the Bidding document containing scope of work, detailed terms and conditions, etc. may be obtained by the interested consulting firms free of cost from SECP's website <https://www.secp.gov.pk/procurement/> on or before **November 10, 2023**.
 4. Proposals in accordance with the instructions in the RFP document, must reach the tender box at Ground Floor, NIC Building, 63 Jinnah Avenue, Blue Area, Islamabad on or before **November 10, 2023 by 1100Hrs**. Technical Proposal will be opened on the same day at **1130Hrs**. This advertisement is also available on PPRA's website at www.ppra.org.pk and SECP's website at www.secp.gov.pk.

M. Ubaidullah Khalid-Add. Joint Director
Securities and Exchange Commission Pakistan
NIC Building, 63 Jinnah Avenue Islamabad
Email: ubaidullah.khalid@secp.gov.pk, Phone : 051-9195437, 051-9195302

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data Sheet will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data Sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the “Works”.
- 1.2 Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

IB.2 Source of Funds

- 2.1 The Employer has arranged funds from its own sources. [or any other source which may be indicated accordingly]

IB.3 Eligible Bidders

- 3.1 Bidding is open to all firms and persons meeting the following requirements:
 - a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.

IB.4 Cost of Bidding

- 4.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

- 5.1 In addition to invitation for bids, the bidding documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.6.1.

1. Instructions to Bidders & Bidding Data.
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

IB.6 Clarification of Bidding Documents

- 6.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 6.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source enquiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 5 days prior to the deadline for submission of bids.
Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.7 Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification

requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

- 7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 7.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.8 Language of Bid

- 8.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.9 Documents Comprising the Bid

- 9.1 The bid prepared by the bidder shall comprise the following components:
- a) Covering Letter
 - b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.3.
 - d) Bid Security furnished in accordance with Clause IB.13.
 - e) Power of Attorney in accordance with Sub-Clause IB.14.5.
 - f) Documentary evidence in accordance with Clause IB.11
 - g) Documentary evidence in accordance with Clause IB.12.

IB.10 Sufficiency of Bid

- 10.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

- 10.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.11 Bid Prices, Currency of Bid and Payment

- 11.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 11.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 11.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.12 Documents Establishing Bidder's Eligibility and Qualifications

- 12.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 12.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- a) if a bidder withdraws his bid during the period of bid validity; or
 - b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - c) in the case of a successful bidder, if he fails to:

- (i) furnish the required Performance Security in accordance with Clause IB.21, or
- (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF Bid

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5 (a).

E BID OPENING AND EVALUATION

IB. 16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 16.3 Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.4 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.
 - b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of

Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18 Post Qualification

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.

- 19.2 Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

BIDDING DATA SHEET

Bidding Data Sheet

INSTRUCTIONS TO BIDDERS

1.1 Name of Employer:

Securities and Exchange Commission of Pakistan (SECP)
63-NICL Building, Blue Area, Islamabad

The Employer's Representative is:

Deputy Director (Admin)
Securities and Exchange Commission of Pakistan (SECP)
63-NICL Building, Blue Area, Islamabad

1.2 Time for completion

25 working days

2.1 Brief Description of Works:

Renovation works at 10th Floor SECP Head Office as per BOQ

2.1(b) Basic Eligibility (mandatory Requirements)

The firms/ companies fulfilling the following basic requirements shall be considered for further evaluation (relevant documents to be attached):

- a) Valid Registration with PEC in Category "C-6 or above" for the local firms on the date of bid opening.
- b) Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR or respective board are only eligible to provide services to the Commission. **Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.**
- c) Tax shall be deducted/withheld as per applicable sales tax and income tax law. If selected service provider is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR Declaration of Ultimate Beneficial Owners Information as per Annex-I
- d) Bidder must submit affidavit/undertaking (on stamp paper of Rs.100) duly notarized, failing which the bid shall be rejected, format is available at Annex-A.
- e) Submission of duly signed and initialed copy of Tender Document along with Appendices, Annexures & Attachments refereed therewith. Signing and stamping shall mean validation and compliance to all the details included in Tender Document.

- f) Bidder to confirm that the Time of Completion of the Project shall be within 25 working days from the date of Award of Contract. Bidder shall provide an undertaking that Bidder(s) have proven available resources to implement and complete the project on fast track basis within Time of Completion.

5.1 (a) Employer's address:

Securities and Exchange Commission Pakistan (SECP)
63-NICL Building, Blue Area, Islamabad
Phone No.: 051- 9195302
Email : zahid.hassan@secp.gov.pk

10.3 Bid shall be quoted entirely in Pak Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial and technical capability necessary to perform the Contract as follows. The bid will be evaluated as following criteria to ascertain "Technical Responsive" bidder. The applicant securing at least 70% Marks i.e. 35 out of 50, will be declared Technically Responsive. The financial proposal of only Technically Responsive Bidder will be considered for opening, Arithmetical Correctness and Financial Comparison. The "Technically Responsive and Most Advantageous Bidder i.e. lowest" will be awarded the contract.

| Sr. No. | Category | Weightage / Marks |
|---------|-------------------|-------------------|
| a) | Experience Record | 50 |

a. Experience record

| Sr. No. | Description | Max Marks |
|---------|--|-----------|
| 1 | Completed Projects Experience in the execution of three (3) projects of renovation/civil work of similar nature of Rs. 4.0 million or above. (10 marks for each project) | 30 |
| 2 | In-hand Projects If the firm has five projects in hand or more: 10 number If the firm has less than 5 projects in hand. 20 marks | 20 |
| | | |
| | Total For Experience Record: | 50 |

Note: The Applicant shall attach evidence of Work Orders/ Letter of Acceptance or Completion Certificate for completed projects.

13.1 Amount of Bid Security

Bid security an amount of PKR= 100,000/- in the form of pay order/ demand draft/CDR issued by scheduled bank of Pakistan in favour of Securities and Exchange Commission of Pakistan (SECP)

14.1 Period of Bid Validity

Bid shall remain valid for 120 days.

14.4 Number of Copies of the Bid to be submitted

One (01) original only.

14.6 (a) Employer's Address for the Purpose of Bid Submission

M. Ubaidullah Khalid
Additional Joint Director (Admin)
Securities and Exchange Commission Pakistan
NIC Building, 63 Jinnah Avenue Islamabad
Phone No.: 051- 919302

15.1 Deadline for Submission of Bids

As per IFB

16.1 Venue, Time, and Date of Bid Opening

As per IFB

Time and Date of Bid Opening: **As per IFB**

16.4 Responsiveness of Bids

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion period offered is within specified limits,
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) the Bid does not deviate from basic technical requirements and
- (vi) the Bids are generally in order, etc.
- (vii) Technically responsive and lowest evaluated Bid

16.9 Price Adjustment

Deleted

FORM OF BID AND SCHEDULES TO BID

Letter of Technical Bid

Name of Contract: **“Renovation works at 10th Floor SECP Head Office”**

To: M. Ubaidullah Khalid
 Additional Joint Director (Admin)

Securities and Exchange Commission Pakistan
 NIC Building, 63 Jinnah Avenue Islamabad

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:

Renovation works at 10th Floor SECP Head Office

- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ninety (120) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid 148 days.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

.....

.....

Address.....

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Qualification Criteria
- Schedule C to Bid: List of Drawing(s)

PREAMBLE TO SCHEDULE OF PRICES

1. GENERAL

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. DESCRIPTION

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. UNITS & ABBREVIATIONS

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).

4. RATES AND PRICES

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. BID PRICES

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. PROVISIONAL SUMS

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums..

SCHEDULE - A TO BID

Attached/uploaded as separate on SECP website

DETAILED BOQ'S

Schedule-B to Bid**QUALIFICATION CRITERIA**

The bidder has the financial and technical capability necessary to perform the Contract as follows. The bid will be evaluated as following criteria to ascertain “Technically Responsive” bidder. The applicant securing at least 70% Marks i.e. 35 out of 50, will be declared Technically Responsive. The financial proposal of only Technically Responsive Bidder will be considered for opening, Arithmetical Correctness and Financial Comparison. The “Technically Responsive and Most Advantageous Bidder i.e. lowest” will be awarded the contract.

| Sr. No. | Category | Weightage / Marks |
|---------|-------------------|-------------------|
| b) | Experience Record | 50 |

Experience

| Sr. No. | Description | Max Marks |
|---------|--|-----------|
| 1 | Completed Projects Experience in the execution of three (3) projects of renovation/civil work of similar nature of Rs. 4.0 million or above. (10 marks for each project) | 30 |
| 2 | In-hand Projects If the firm has five projects in hand or more: 10 number If the firm has less than 5 projects in hand. 20 marks | 20 |
| | | |
| | Total | 50 |

Note: The Applicant shall attach evidence of Work Orders/ Letter of Acceptance or Completion Certificate for completed projects.

LIST OF DRAWINGS
(to be signed by the Bidder)

Attached/uploaded as separate on SECP website

Sample Agreement

This agreement (“Agreement”) is made on this the —— day of ----- at Islamabad.

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** (the "Commission", which expression shall, where the context so admits, include its successors in interest and permitted assigns) of the One Part

AND

M/s a company incorporated under the Companies Ordinance, 1984 having its registered office at -----, (the “Contractor” which expression shall, where the context so admits, include its successors in interest and permitted assigns) of the other part;

Commission and the Contractor shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

WHEREAS:

1. The Commission is desirous to renovate its office floor situated at its Head Office, NICL Building, Islamabad (“Premises”).
2. The Contractor 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 Contractor has agreed to the provision and installation of all materials, labor and expertise to perform the Services described in the attached schedule as mentioned in (BOQ/TORs) Annexure “A”.
4. The Contractor 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

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. "Premises" means the 10th floor of the Commission Head Office at NICL Building, Islamabad.
- c. "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.
- d. "Services" bears the meaning attributed thereto in clause 2.1.
- e. "Consultant" means the consultant appointed by the Commission for the subject purpose.

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. The Services under this Agreement is for the Contractor to renovate the 10th floor, etc (if any), erection of wood and wooden partitions, tiles, installation of doors, electric / power related wiring and other works as mentioned in the BOQ. The Contractor shall ensure that all or any Services shall be in accordance with the approved (BOQ/TORs) Annexure-A and to the satisfaction of the Commission.

ARTICLE 2– PRICE

In consideration of the performance by the "CONTRACTOR" of its obligations under this Agreement to the satisfaction of the Commission, the Agreement price ("Price") to be paid to the Contractor shall be Rs. -----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 Turn Key Job as per (BOQ/TORs) Annexure "A" and design layout as per drawings provided by the Commission".

- a) All payment will be subjected to withholding tax deductions at source as per regulations, if relevant.
- b) Any and all payments made under this Agreement shall be less any Government taxes, which the Commission is by law required to deduct.
- c) Final payment shall be made based on the actual Measurement book prepared by the contractor and approved by the Project Director/Deputy Director.
- d) No advance payment shall be made. Payment terms would be as follows;
- e) 25% payment upon completion of electrical/voice and other cabling laying down
- f) 25% payment upon completion of the installation of tiles on half of the floor and supply of work stations on the site

- g) Balance payment upon completion of the work and handing over site to the Commission

ARTICLE 3 – PERFORMANCE GUARANTEES

- a) The Contractor shall ensure that only such materials as shall be of the respective kinds described in the design and (BOQ/TORs) shall be approved and only such workmanship as conforms with the Design. Contractor will ensure that all material used for renovation is fit for the purpose it is intended, is free from defects. The Contractor shall arrange samples of all relevant materials and get its approval from the Consultant of the Commission.
- b) The Services shall be completed and the Premises handed over to the Commission within a maximum period of 20 days. however, the Commission shall have a right to make deduction from the Agreement price @ 5,000/- (Rupees five thousand only) for every day of delay.
- c) If the project could not be completed in maximum 20 days 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 shall be waived off.

ARTICLE 4 – ADDRESSES OF THE PARTIES

The authorized representatives of both Parties along with their addresses are as follows.

Commission: Securities & Exchange Commission of Pakistan NICL Building, Blue Area, Islamabad.

Attention Mr. Zahid Ul Hassan
Deputy Director/Project Director (Admin)

Contractor:
Attention: -----

ARTICLE 5 - TERMINATION BY THE CONTRACTOR

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

TERMINATION BY THE CLIENT:

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

ARTICLE 6 – DISPUTE RESOLUTION

- a) **Amicable settlement.** The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement.
- b) **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. The matter shall be referred to a sole arbitrator as agreed by both Parties. The seat of arbitration shall be Islamabad, Pakistan and the language of arbitration shall be English. In case the Parties do not agree to the appointment of the arbitrator, the same shall be appointed by the court of competent jurisdiction.

ARTICLE 7 - MISCELLANEOUS

- a) The Contractor 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 from 5pm till 12:00 p.m. Contractors labor will not be allowed to stay in Client Premises after above mentioned time except one Security Guards to safeguard the Contractors construction material of all type. Client will not be responsible of any claim in case of any theft, misplace of any material of the contractor. Contractor labor will not be allowed to move at any other place except site only at Client Premises”.
- b) Contractor agrees to protect, indemnify, defend and hold harmless the Commission, its Chairman, Commissioners and employees from any claims, demands obtained by the Contractor's staff, labor or its employees, on account of personal injury or death.

- c) The copyright of all document prepared by the Contractor in connection with the Agreement rests with the Commission. The Contractor 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. Contractors will submit all such kind of documents to the client SECP on completion of the project at the time of handing over.
- d) The Contractor 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.
- e) The Contractor shall deliver to the Commission all as built drawings and relevant warranties (wherever applicable) for equipment upon handing over of the Premises.
- f) The Commission shall be responsible for paying all the Utility Bills (Electricity or Backup and water supply etc.) of the 10th floor for the whole time period of renovation which shall not be misused by the Contractor or its personnel.
- g) The project plan will be submitted before start of work and a weekly update report shall be submitted to the Project Director.
- h) Lead time items procurement will be done well in advance and the ordering plan will be submitted to the Client.
- i) Prove of all procurements will be produced at the request of the client.
- j) Any changes or alternations in plan or material etc will be obtained in writing from the client.

ARTICLE 8 – ACTIONS ON BEHALF OF CLIENT

The Contractor 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 9 – FORCE MAJEURE

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 10 – ENTIRETY AND COUNTERPARTS

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. This Agreement shall be executed in two counterparts, both of which shall be deemed original.

ARTICLE 11 – 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 12 – APPLICABLE LAW AND JURISDICTION

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

ARTICLE 13 – PROJECT COORDINATOR

The client designates Mr. Zahid Ul Hassan, Deputy Director, SECP Head Office NICL Building, 63 Jinnah Avenue, Islamabad as Client's Coordinator; Coordinator will provide general administration of the Contract and will be the Client representative during construction and until issuance of the final Certificate for Payment. The Coordinator shall at all times have access to the Work wherever it is in preparation and progress. The Coordinator will make periodic visits to the site to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Coordinator will keep the record of the progress of the Work. The Coordinator will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Based on such observations and the Contractor's Applications for Payment, the Coordinator will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 12. The Coordinator will be, in the first instance, the interpreter of the requirements of the Contract Documents. For payment of the invoices, approval/verification of the coordinator shall be necessary and no payment shall be made in the absence of such approval/verification as

mentioned in Article 4 of this Contract. The Coordinator will have the authority to reject Work not conforming to the Contract Documents.

ARTICLE 14 – ACCEPTANCE OF THE WORK:

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents 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 Contract 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 Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor, and are in addition to any other remedies or warranties provided by law. No act of the Client 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 Client or Coordinator in this behalf. Before any final certificate shall issue, Contractor 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 Contract, 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 Contract by the Client or anyone acting on Clients' behalf shall be held as a waiver of any other subsequent breach thereof. Contractor agrees to guarantee all work under this Contract for a period of one year from the date of Final Settlement by the Client. 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 Contract, as reasonably determined by the Client or the Coordinator, then the Contractor shall, when notified by the Client or Coordinator in this behalf, immediately place such guaranteed Work in a condition satisfactory to the Client.

ARTICLE 15 - SPECIAL/MISCELLANEOUS PROVISIONS:

- a) Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Contract, 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.
- b) This contract is governed by the laws of the State of Pakistan and any action to enforce any of the provisions, obligations or covenants of this contract shall be commenced only in a court of proper jurisdiction in Pakistan.
- c) Contractor shall not assign this contract. The provisions of the contract are binding on the heirs, successors or assignees of the parties.

- d) The rights and remedies available under this contract shall be in addition to any rights and remedies allowed by law.
- e) No failure to enforce any provision of the contract on account of any breach thereof shall be considered as a waiver of any right to enforce provisions of this contract concerning any subsequent or continuing breach.
- f) 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 16 – STAMP DUTY

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

ARTICLE 17 – Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

ARTICLE 18 – Changes in the work

The client without invalidating the contract may order changes in the work consisting of any additions, deletions or modifications. All such changes in the work shall be authorized by written change order signed by the Project Coordinator. The contract sum and contract time can only be changed by Change Order signed by the Coordinator. The cost or credit to the client, if any, from a change in the work shall be determined by unit prices if specified in the contract documents or by mutual agreement.

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

From SECP:

Name: -----

Signature: -----

From Contractor:

Name: -----

Signature: -----

WITNESS (SECP side)

1) _____

2) _____

WITNESS (Contractor side)

1)

2)

Format of Affidavit/Undertaking (DULY NOTARIZED)

Bidder must submit following undertaking (on stamp paper of Rs.100)) duly notarized, failing which the bid shall be rejected

- a) I, Mr. S/o..... holding CNIC # from M/s Having Its business office at, do hereby solemnly affirm and declare as under;
- b) That M/s is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- c) We also confirm that our firm has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- e) We, hereby agree with all the requirements and terms & conditions of the bidding document and submit the bid.
- f) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

Note: In case bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected

Name: _____

Signature _____

Stamp: _____

Annexure - I

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9. | 10. |
|------|--|------------------------------------|-------------------------------|------------------|---------|---------------|--|---|--|
| Name | Legal form (company / Limited liability Partnership/Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual, body corporate (to be specified) | Date of Incorporation/Registration | Name of Registering Authority | Business Address | Country | Email Address | Percentage of Shareholding, control or interest of BO in the legal person or legal arrangement | Percentage of Shareholding, control or interest of legal person or legal arrangement in the Company | Identity of natural person who ultimately owns or controls the legal person or arrangement |
| | | | | | | | | | |

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. |
|-------------------------------------|---|----------------------------------|--|----------------------------|------------|--|--|
| Name and Surname (in Block Letters) | CNIC No.(in case of foreigner, Passport No. | Father's/Husband 's Name in Full | Current Nationality | Any other Nationality(ies) | Occupation | Residential address in full or the registered/principal office address for a subscribers other than natural person | Name of shares taken by cash subscribe(in figures and words) |
| | | | | | | | |
| | | | | | | | |
| | | | Total numbers of shares taken (in figures and words) | | | | |

10. Any other information incidental to or relevant to Beneficial Owner(s)

Name and Signature

(Person authorized to issue notice on behalf of company)