



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T#13/23-24

Invitation to Bid

The Securities & Exchange Commission of Pakistan invites sealed bids in accordance with the bidding document from drilling firms registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

GEOTECHNICAL INVESTIGATIONS FOR THE PROJECT CONSTRUCTION OF SECP HEAD OFFICE BUILDING AT G-11/1, ISLAMABAD.

Bidding document 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 free of cost and can also be downloaded from <https://www.secp.gov.pk/procurement/>

The bids prepared in accordance with the instructions in the bidding document, must reach undersigned on or before December **29, 2023** by **1100Hrs** and will be opened on the same day at **1130Hrs**.

In case of any query, Admin Department may be contacted on Telephone No. 051-9195551/051-9195437 during office hours (Monday to Friday excluding Public Holidays)

Engr. Anwar Ghani
Project Manager/Head Project Management Unit
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

Bidding Documents

**Geotechnical investigations
for the project
Construction of SECP Head Office Building at G-11/1, Islamabad.**

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December 2023

General Terms for Bids and Bidders

1. Tender Identification Number: **Tender # 13/23-24**
2. The Procurement Agency is:

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad.

3. The Securities & Exchange Commission of Pakistan invites sealed bids from drilling firms registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

GEOTECHNICAL INVESTIGATIONS FOR THE PROJECT CONSTRUCTION OF SECP HEAD OFFICE BUILDING AT G-11/1, ISLAMABAD.

Through

SINGLE STAGE TWO ENVELOP METHOD

4. Bids 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.
5. **The Bid Bond/security should be with the Technical bid envelop, failing which the bid shall be rejected.**
6. **BID Bond should not be placed within the envelope of financial bid/proposal failing which the bid shall be rejected.**
7. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** and **Bid Bond** shall be retained.
8. Bids not accompanied by bid bond/security as required or with less amount of bid bond/security will be rejected.
9. After the evaluation and approval of the technical bid, financial bids and their bid bonds 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 and the bid bonds of technically unsuccessful bidder will be returned.
10. **Examination of Bids and Determination of Responsiveness**

Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.

A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or

withdrawal of the non-conforming deviation or reservation.

Correction of Errors

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
 - (c) The amount stated in the Financial Bid (BOQ) will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited.
11. The Client's evaluation committee shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and the Bidding Document, applying the evaluation criteria, sub-criteria, and point system specified in the bidding document. Each responsive Bid will be given a technical score. A Bid shall be rejected if it does not respond to important aspects of the Bidding Document or if it fails to achieve the minimum technical score indicated.
 12. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to **Rs.30,000** in form of bankers cheque i.e. pay order in favor of Securities and Exchange Commission of Pakistan. **Cheque will not be acceptable.**
 13. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the Commission.
 14. Only registered supplier/service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR/respective revenue boards are only eligible to supply goods/provide services to the Commission. Bids of all those who are not registered with the Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax shall be rejected.
 15. In case bidder (if selected) is not in ATL at the time of payment then the payment shall be stopped till he files his mandatory returns and appears on ATL of FBR OR whole of the tax involved or as applicable to supplies on the basis of gross value of supplies shall be deducted
 16. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
 17. 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/>
 18. Clarification if any on the requirements may be obtained by emailing at anwar.ghani@secp.gov.pk
 19. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
 20. The bid validity period shall be 90 days.
 21. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the SECP, Islamabad.
 22. The language of the bid is English and alternative bids shall not be considered.

23. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
24. 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.
25. The rates must be quoted strictly in accordance with our documents and Annex(s).
26. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
27. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
28. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bid price MUST be inclusive of all applicable taxes. The bidder is hereby informed that the Commission shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the Commission.
29. 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.
30. **Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The Most Advantageous Bid(der) shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.**
31. Selected service provider will have to provide the required services, if selected and declared as Most Advantageous Bid(der). In case selected bidder is not willing to supply on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Commission.
32. In case 1st Most Advantageous Bid(der) is unable to provide services then the Commission reserve the right to award the contract to 2nd Most Advantageous Bid(der). In case Most Advantageous Bid(der) is unable to provide services then the Commission reserve the right to award the contract to 3rd Most Advantageous Bid(der).
33. Bid bond/security of the bidder who is unable to provide services shall be forfeited in favor of the Commission.
34. Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. shall be rejected without assigning any reason.
35. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
36. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.
37. In case any 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.
38. Payment shall be made after finalization/approval of accounting manual by the Commission. All payments shall be made after deduction of taxes and all payments shall be made through cross Cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
39. The bid bond/security of successful bidder will be retained and returned after completion of audit. However, bid

bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.

40. During the retention period the bid bond/security, no interest / markup will be provided on this amount by Commission to bidder at the time of refund/release of bid bond/security.
41. The bids received after the due date and time will be rejected.
42. 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 rejected.
43. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
44. Unsealed bids will not be accepted.
45. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
46. The place of bid destination is:

**Securities and Exchange Commission of Pakistan,
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.**

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

Bid for: : **GEOTECHNICAL INVESTIGATIONS FOR THE PROJECT
CONSTRUCTION OF SECP HEAD OFFICE BUILDING AT G-
11/1, ISLAMABAD.**

Bidder Name: : XYZ
Attention : Engr. Anwar Ghani
Project Manager/Head PMU
4th Floor, NICL Building, 63 Jinnah Avenue Blue Area,
Islamabad

48. The deadline for the submission of bids is:

As per Invitation to Bid

49. The bid opening shall take place at

As per Invitation to Bid

Note: Attachment Details are as under:

7.	Terms of Reference for engaging firm Geotechnical Investigation	Annex "A"
8.	Evaluation Criteria	Annex "B"
9.	Documentary Evidence	Annex "C"
10.	Forms	Annex "D"
11.	Financial Bid	Annex "E"

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

Terms of Reference for engaging firm for Geotechnical Investigations

The companies capable of carrying out subject work are requested to provide their Company's Profile and the following documents along with their sealed bids:

1. PEC Registration Certificate
2. FBR & PRA Registration Certificates
3. List of Similar Projects completed during last five years. (Minimum 15 Story with 03 Basements)
4. Financial Capability
5. Equipment Capability
6. Inhouse Laboratory for Sample Testing and Analysis.
7. Personnel Capability
8. Litigation History
9. HSE Policies

The work comprises drilling/excavation of test pits, performance of field density tests, (FDTs) in test pits, collection of disturbed soil samples and laboratory testing of selected soil samples. The field work shall have to be completed within fifteen (15) days' time following issuance of Letter of Award. The whole work including laboratory testing shall have to be completed in twenty-five (25) days' time following award of work.

Your bid shall be valid for a time period of ninety (90) days after the bid opening. The work shall be executed under the instructions and full-time supervision of EACPL engineers/geologists, and the successful bidder shall mobilize to the site on three days' notice after issuance of Letter of Award/Acceptance.

The coordinates and ground elevations of all the test pits by total station shall have to be provided to SECP / EACPL before completion of investigation at site by the Contractor. The approved laboratory, where testing is to be carried out, shall be pursued by the successful bidder for timely completion of the assigned laboratory testing.

The successful bidder shall be responsible for 'providing the field test pit logs, summary of samples recovered, summary of laboratory test results and detailed laboratory test results to EACPL within the contract period.

LOCATION PLAN

BORE HOLE LOCATION PLAN

Sector G-11/1, Mauve Area, Islamabad.



EVALUATION CRITERIA FOR GEO-TECHNICAL FIRM

1.1 General

Evaluation criteria given in succeeding paragraphs 1.1.1 to 1.1.4 that includes Firm’s Financial Soundness, Experience Record, Personnel and Equipment Capabilities as demonstrated by the Applicant’s responses in the forms attached to this letter. The Employer reserves the right to waive minor deviations, if these don’t materially affect the capability of an applicant to perform the contract. Sub-contractor’s experience and resources shall not be considered in determining the Applicant’s compliance with the qualifying criteria. Since the work scope is small therefore no JV firms are allowed to participate. Details of the qualification requirements with weightages are tabulated below:

Qualification Requirement	
PEC Registration	C-5 or above
NTN Certificate	Valid
Sales Tax on Services	Valid

Distribution of Marks	
CATEGORY	MARKS
FINANCIAL SOUNDNESS	10
EXPERIENCE RECORD	40
PERSONNEL CAPABILITIES	25
EQUIPMENT CAPABILITIES	25
TOTAL:	100

Note:

- *The applicant firm shall only be considered technically responsive if they fulfill all mandatory requirements tabulated above and also secure 70 or more marks.*
- *The applicant firm fulfilling all mandatory requirements tabulated above and also secure 70 or more marks shall be considered equivalent/at par and for opening of financial bids.*
- *The applicant firm i.e. technically responsive, and lowest amongst all shall be awarded the contract..*

Details of qualification criteria and their break up for each category are tabulated below, based on which information must be submitted by the applicant firm for evaluation by the Employer and resultantly the selection of the firm:-

1.1.1 Financial Soundness

S. No.	Description	Maximum Marks
i)	Bank Credit Line - above 10 million (5 Marks) Bank Credit Line – less than 10 million (2.5 Marks)	5
ii)	Average Annual Turn Over in last 3 years - 10 million or above (5 Marks) - less than 10 million (2.5 Marks) (Audit Financial Statements required)	5
SUB-TOTAL:		10

1.1.2 Experience Record

S. No.	DESCRIPTION	MAXIMUM
i)	<ul style="list-style-type: none"> Projects of similar nature and complexity (PKR 03 million or above) completed during last 10 years. Completion/Performance Certificate must be attached) Each completed project will carry 5 marks. First 5 Projects will be evaluated (Not more than 5 projects will be evaluated) 	25
ii)	<ul style="list-style-type: none"> Projects of similar nature and complexity (PKR 03 million or above) in hand. (copy of Work order/Contract Agreement must be attached) Each completed project will carry 3 marks. First 5 Projects will be evaluated (Not more than 5 projects will be evaluated) 	15
SUB-TOTAL:		40

1.1.3 Personnel Capabilities

S. No.	Description	Maximum Marks	Marks
i)	Engineers Registered with PEC (Detailed CV mentioning qualification and experience will be required for evaluation) a) Geo-technical Expert with 20 years' Experience with Masters in Geo-technical Engineering b) Site Engineers Civil with 10 years' Experience of Boring and Sample Collection (2 Nos.) c) Material Engineer / Geologist having Lab Testing experience of minimum 20 Years	25	15
			5
			5

1.1.4 Equipment Capabilities

S. No.	Equipment Type & Characteristics (Undertaking for availability of these equipment's will be required)	Quantity	Marks
1	Surveying Equipment (Including Total Station) (01 Set)	1 Set	3
2	Rotary Machine	1 Set	7
3	Drop hammer	1 No	3
4	Testing Laboratory with Calibrated Machines and Equipment	2 Nos	7

5	Water Browser	1 No	2
6	Generator (100KVA, 01No.)	1 No	3
SUB-TOTAL:			25

Annex “C”

DOCUMENTARY EVIDENCE

Name of the Bidder: _____

Bid against Reference No: _____

Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. **Bidders are required to mark page number on each page of the bid and mention the exact page number of relevant documents in the table below.** Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	Undertakings (Blacklisting)			
5	Bid Bond/Security			
6	Bid Validity period of 90 days			
7	Bidding document duly signed and stamped.			
8	PEC Registration Certificate			
9	Authorized Contact Number and Email Address for correspondence			

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:

Application Form D-1

General Information

All individual Applicants applying for qualification are requested to complete the information in this form. Nationality information (if applicable) is also to be provided for foreign owners as required under the PEC Bye-Laws as a Partnership.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title: Cell No.
4.	Fax	E-mail
5.	Place of Incorporation/Registration Certificates of the firm*	Year of incorporation/registration

Application Form D-2

Experience of the Firm

Name of Applicant_____

Sr. No.	Name of Project with name of Client	Value of Geotech Contract* (Pak Rs.)	Category of Project (Completed/In- hand)	Project Description (No. of Floors etc)

**Attach copy of Letter of Awards and Project Completion Certificates for any five (5) completed and five (5) in-hand projects.*

Application Form D-3

Personnel Capabilities

Name of Applicant _____

Sr. No.	Name of Person	Qualification	Designation / Position*	Total Experience

**Attach CVs of the Key Staff Members.*

Application Form D-4

Equipment Capabilities

Name of Applicant _____

Sr. No.	Equipment Description	Capacity	Number of Equipment	Working Condition	Current Location
				a) Very Good	
				b) Good	
				c) Satisfactory	

Application Form D-5

Financial Capabilities

Name of Applicant_____

Year	Annual Turnover (in PKR)
2022 – 2023	
2021 – 2022	
2020 - 2021	

FINANCIAL BID**FINANCIAL BID SUBMISSION FORM**

Dated: _____

To,

Dear Sir,

We, the undersigned, offer to provide the services for [insert the project title] in accordance with your Terms of Reference (TOR) dated [Insert Date] and our Technical Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Bid, i.e. 90 days after submission date of bid.

Our Financial Bid for the subject project is as follows:-

[Mention Total Financial Bid in words & figures]

Currency of Payment

Payment shall be made in Pakistani Rupees (PKR).

Taxation

All payments to the service provider will be subject to deduction of all applicable taxes as imposed by the Government of Pakistan, Provincial Government or Federal Government including any deduction of withholding tax in accordance with the laws of Pakistan. **Above fee offer is inclusive of all applicable tax as applicable including GST.**

We confirm that offer made by M/s _____ complies with all requirements as detailed out in TOR unless specified otherwise in the covering letter and shall be valid for a period of **90 days** after submission date of bid.

We understand that you are not bound to accept any bid you receive. We remain,

Yours sincerely,

Name and Title of Signatory: _____

Authorized Signature: _____

**GEOTECHNICAL INVESTIGATIONS
BILL OF QUANTITIES**

Sr. No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
A.	Field Work				
A1	Mobilization and Demobilization of skid mounted straight rotary drilling machines with allied equipment and staff including shifting from one investigation point to another.	L.S	1		
A2	Mark location of boreholes and hand excavate an exploratory pit at the borehole of minimum 1.5m depth to confirm the absence of existing underground services.	No.	90		
A3	Drilling of Three (03) boreholes upto maximum depth of 40.0 meter in all kind of soil / rock deploying straight rotary drilling rigs.	L.M	120		
A4	Performance of Standard Penetration Tests (SPTs) in boreholes along with collection of SPT samples at 1.0 - 1.5 meter depth interval (ASTM D1586) in general, or as necessary, including their labeling, packing, storage & transportation to a testing laboratory.	No.	90		
A5	Collection of undisturbed soil samples from drilled holes through Shelby/Denison/Pitcher sampler including their labeling, packing, storage & transportation to a testing laboratory.	No.	6		
A6	Installation of Two (02) standpipe piezometers (GI Pipe) of 40m length in Geotechnical borehole, and monitoring of water levels on daily basis during investigations.	No.	2		
A7	Excavation of Three (03) test pits up to a depth of 2.0 m below top of ground including backfilling of pits to original condition.	No.	6		
A8	Performance of field density tests by sand replacement method in test pits generally @ 1-2 tests/pit at selected horizons, including determination of in-situ bulk and dry density and collection of small disturbed samples in moisture tins for moisture content determination in laboratory by oven drying method as well as labelling, packing, storage & transportation to a testing laboratory.	No.	6		
A9	Collection of composite bulk soil samples from test pits including their labelling, packing, storage & transportation to an approved laboratory.	No.	6		
A10	Collection of water samples from boreholes including their labeling, packing, storage & transportation to a testing laboratory.	No.	2		
A11	Performance of Electrical Resistivity Test for Earthing & Ground Water purpose using Schlumberger/Wenner configuration in accordance with the guidelines provided in ASTM Standards.	No.	2		
Sub-Total (A)					

Sr. No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
B.	LABORATORY TESTING				
B1	Sieve Analysis	No.	15		
B2	Hydrometer Analysis	No.	6		
B3	Liquid and plastic limits	No.	15		
B4	Natural Moisture Content	No.	15		
B5	Bulk density & dry density	No.	6		
B6	Unconfined compression / Direct Shear Test	No.	6		
B7	Consolidation with Swell Pressure Measurement	No.	3		
B8	Uniaxial Compressive / Point Load Index of Rock	No.	9		
B9	Modified AASHTO Compaction	No.	3		
B10	3-Point soaked CBR	No.	3		
B11	Chemical analysis of Soil samples including SO ₄ , Cl, Organic Matter Content	No.	3		
B12	Chemical analysis of Water samples including SO ₄ , Cl, pH & TDS	No.	3		
Sub-Total (B)					
C.	GEOTECHNICAL INVESTIGATION REPORT				
C1	Submission of Geotechnical Investigations Report.	No.	1		
Sub-Total (C)					
		Total (A+B+C) (Inclusive of All Taxes)			

AGREEMENT FOR GEOTECHNICAL INVESTIGATIONS

THIS AGREEMENT, together with _____ which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this ____ day of _____ 2023.

between

Securities and Exchange Commission of Pakistan (SECP) having its office at 63-Jinnah Avenue, Blue Area , Islamabad (herein referred to as the “Client”) of the first part;

and

M/s. _____), having its office at _____ (herein referred to as “Geo-technical firm”), of the second part.

The Parties hereto agree as under:-

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in Appendix-A

2. ARTICLE 2: SCOPE OF SERVICES

- 2.1 The scope of consultancy services (herein referred to as "Services") to be performed by the Geo-technical Consultant for the Project under this Agreement are described in Appendix-B (Preamble to BOQ and BOQ)

3. ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be 07 days following issuance of Letter of Award

3.2 Time Schedule of Services

The time schedule of Services will be 25 working days.

3.3 Extension of Time

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

4. ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Consultant

- The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
- The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.
- The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-contractor to perform any part of the Services.
- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Consultant:

- All necessary permissions and access to the Site for performing the required services.
- The Client shall designate a person to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.

- The Client shall take all necessary measures to make timely payments to the Consultant as per agreed terms and conditions.

5. ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultant and the mode of payment shall be as per signed Agreement.

Following is payment schedule;

- | | |
|---|-----------------------|
| 1. Mobilization of Machine to Site | 10% of contract value |
| 2. Completion of Field Work | 50% of contract value |
| 3. Submission of Geotechnical Submission Report | 40% of contract value |

6. ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of fifteen (15) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

7.3 Termination by the Consultant

The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the

Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.

8. ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

9. ARTICLE 9: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix-D, Special Conditions.

10. ARTICLE 10: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix-D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

11. ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

12. ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client **Project Manager**
 Securities & Exchange Commission of Pakistan

To: Geo-technical
Firm

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF
(Geo-technical Consultant)

FOR AND ON BEHALF OF
(SECP.)

Signed by:

Signed by:

(Seal)

(Seal)

Witness:

Witness:

Signed by: _____

Signed by:_____

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.
me	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.		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)