



**SECURITIES AND EXCHANGE COMMISSION OF  
PAKISTAN**

**T# 02/23-24(LHR)**

**Invitation to Bid**

The Securities and Exchange Commission of Pakistan invites bids through **PPRA's e-Pak Acquisition & Disposal System (EPADS)** from contractors registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue/Relevant Tax Authority and also registered with PEC in category C-6 or above for following requirement:

**Renovation of Wash Rooms at SECP, Lahore Office**

Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid bond/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://eprocure.gov.pk/> OR <https://www.secp.gov.pk/procurement/>

The bids prepared in accordance with the instructions in the bidding documents, should be submitted ONLY through EPADS on or before **April 03, 2024** by 1100Hrs and will be opened on the same day at 1130Hrs.

*In case of any technical difficulty in using EPADS prospective bidders may contact PPRA at <https://www.ppra.org.pk/>*

In case of any query, Admin Department may be contacted on **0321 8886978** or telephone number **below** during office hours (Monday to Friday excluding Public Holidays)

**Mr. Umer Haider,  
Management Support (Admin)  
Tel: PABX: 042-111-111-327 (Ext-4053)  
Company Registration Office Associate House,  
3rd & 4th Floor, 7-Egerton Road, Lahore**

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

**Tender Identification Number: T# 02/23-24(LHR)**

1. The Securities & Exchange Commission of Pakistan bids through **PPRA's e-Pak Acquisition & Disposal System (EPADS)** from contractors registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue/Relevant Tax Authority and also registered with PEC in category C-6 or above for following requirement:

### **Renovation of Wash Rooms at SECP, Lahore Office**

through

### **SINGLE STAGE ONE ENVELOP METHOD.**

2. **The Procurement Agency is:**

**Securities and Exchange Commission of Pakistan**  
Company Registration Office  
Associate House, 3<sup>rd</sup> & 4<sup>th</sup>  
Floor, 7-Egerton Road,  
Lahore  
Tel: PABX: 042-111-111-327 (Ext-4053)

3. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally free of cost and can also be downloaded from <https://eprocure.gov.pk/> OR <https://www.secp.gov.pk/procurement/>
4. The bid validity period shall be 90 days.
5. In order to obtain full understanding of the TORs, interested bidders may visit site for exact measurement and understanding of actual work required from 10 AM to 03 PM during working days as per the attached drawings along with BOQ in Annexure "A"

#### **Contact Person for Lahore Office:**

**Umer Haider**

**Contact # 0321 8886978**

**Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore**

6. SECP reserves the right to reject all bids and cancel this invitation at any stage of the bidding process.
7. All bids must be submitted (on EPADS) along with a scanned Bid Security of the amount mentioned below, and in the form of Banker's Cheque i.e. Pay Order. **The hard copy of the original bid security must be submitted by interested bidder(s) to the procuring agency any time before the closing time of bid submission.**
8. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) amounting to **Rs.20,000** in shape Bankers Cheque i.e. pay order in favor of Securities and Exchange Commission of Pakistan. **Cheque will not be acceptable.**
9. Bids not accompanied by bid security or with less amount of bid security will be rejected.

10. The bid security of successful bidder (s) will be retained and that of other bidders will be returned after award of contract.
11. If the bid is withdrawn after opening of bids and before the expiry of its validity or the supply/services are not made/provided within due date, the bid security will be forfeited in favor of the SECP, Islamabad.
12. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
13. The language of the bid is English and alternative bids shall not be considered.
14. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
15. 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.
16. The rates must be quoted strictly in accordance with our documents and Annex(es).
17. Discounts (if any) offered by the bidder shall be part of the bid.
18. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of quoted price shall be clearly mentioned.
19. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated bidder. In case selected bidder is not willing to supply on quoted amount then bid security submitted with the bid will be forfeited in favor of the Commission.
20. All items contain installation and commissioning and end user orientation which is responsibility of the supplier (where applicable and if support is not provided by the Principal).
21. The equipment supplied must be duty paid in respect of all applied duties and taxes. (if applicable)
22. The end user warranties and end user support services will be in the name of SECP for all equipment delivered, where applicable.
23. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
- 24. Bidder must submit the required undertakings on stamp paper as per format in Annexure, failing which the bid shall be rejected.**
25. Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, terror financing, money laundering etc. shall be rejected without assigning any reason.
26. Joint ventures are not allowed to participate in bidding process.

27. Only registered contractors who are on Active Taxpayers List (Income and Sales Tax) of FBR/respective revenue boards are eligible to 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.
28. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
29. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.
30. In case bidder (if selected) is not appearing 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/withheld.
31. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
32. The bid securities received after the due date and time will not be entertained.
33. SECP shall disqualify any bidder if it finds at any time that the information submitted by the bidder is false and materially inaccurate.
34. Bidders are required to submit their bid(s) only through EPADS.
35. Telegraphic and conditional bids will not be accepted.
36. Place of destination for bid security is:

**Securities and Exchange Commission of Pakistan**  
Company Registration Office  
Associate House, 3rd & 4th  
Floor, 7-Egerton Road,  
Lahore  
Tel: PABX: 042-111-111-327 (Ext-4053)

- 37. The deadline for the submission of bids is:**  
**Date: April 03, 2024**  
**Time: 1100 Hrs.**

- 38. The bid opening shall take place at:**

**Securities and Exchange Commission of Pakistan**  
Company Registration  
Office Associate House,  
3rd & 4th Floor, 7-Egerton  
Road, Lahore  
,  
**Date: April 03, 2024**  
**Time: 1130Hrs**

39. Successful bidder for Renovation work would sign an agreement/contract with the Commission. However, SECP reserves the right to hire the services/purchase required items, by issuing a

Purchase Order or to engage the selected bidder in an agreement/contract.

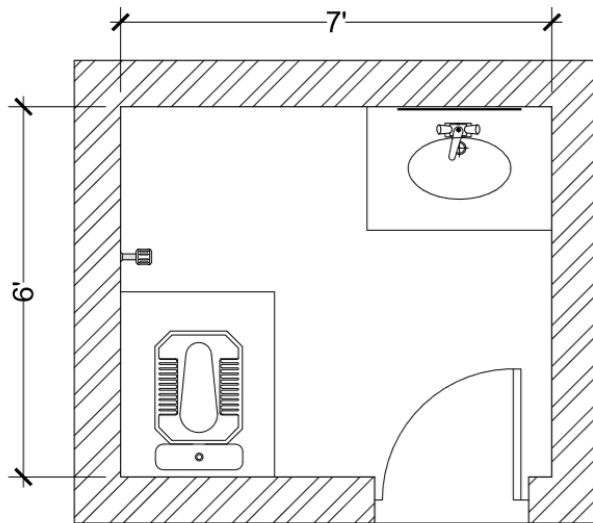
**Note:**

Attachment Details are as under		
1.	Bill of Quantities and Drawings	(Annex “A”)
2.	Evaluation Criteria	(Annex “B”)
3.	Format of Affidavit/Undertaking	(Annex “C”)
4.	Documentary Evidence Form	(Annex “D”)
5.	Sample Contract for Renovation for Lahore office	(Annex “E”)

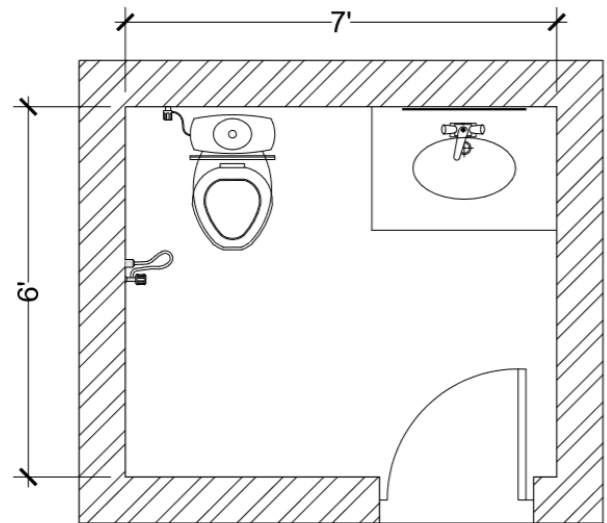
Note: If the above Terms & Conditions are acceptable then bids must be submitted with in time and according to the requirement.

Sr. No.	Description	Unit	Qty	Rate	Amount
1	<b>Dismantling:</b> dismantling of all existing wall & floor tiles, ceiling, wood work, electrical items and all existing fitting/fixtures etc. including all waste material removal from site complete in all respect as per requirement of site	2	Job		-
2	<b>Tiles:</b> Provision & Installation of floor & wall tiles (make Omega/Time ceramic or equivalent) as per approved size including base plaster and all allied civil works, complete in all respect as per requirement of site	528	Sqft		-
3	<b>Flush Door with Frame:</b> Provision & installation solid partial wood door frame with flush door size 2'-6" x 7' after removal of existing damaged door and fixing of new door including required hardware etc. as per site requirement.	2	No.s		-
4	<b>Paint &amp; Polish:</b> Paint & polishing existing doors of approved colour as per existing pattern as per site requirement.	2	No.s		-
5	<b>Ceiling:</b> Provision & installation of gypsum laminated board ceiling 2x2 along with all allied works complete in all respect as per site requirement.	100	Sqft		-
6	<b>Exhaust:</b> Provision & installation of exhaust fan/louver as per site requirement using existing circuit wiring as per site requirement.	2	No.s		-
7	<b>Down Lighter:</b> Provision & installation of LED down lighter (Imported China) using existing circuit wiring as per site requirement.	4	No.s		-
8	<b>Water Closet</b> Provision & installation of Indian WC (Master or equivalent) including required hardware & fixtures i.e. muslim shower etc. (Sonex or equivalent), as per site requirement complete in all respect.	1	Job		-
9	<b>Commode</b> Provision & installation of Commode (Master or equivalent) including required hardware & fixtures i.e. muslim shower etc. (Sonex or equivalent), as per site requirement complete in all respect.	1	Job		-
10	<b>Wash Basin Vanity Type:</b> Provision & installation Wash Basin/PVC vanity counter including required hardware i.e. double bib cock, basin mixture etc (Sonex or equivalent) as per site requirement, complete in all respect	2	Job		-
11	<b>Tissue Holder</b> Provision & Installation of tissue holder as per site requirement	2	Job		-
12	<b>Towel Stand</b> Provision & Installation of towel stand as per site requirement	2	Job		-
<b>Total Amount (PKR)</b>					-

## DETAIL WASH ROOM LAYOUT PLAN



WASHROOM LAYOUT PLAN AT 3RD FLOOR



WASHROOM LAYOUT PLAN AT 4RD FLOOR

## Evaluation Criteria

Bidders will be evaluated on following basis:

Sr. No.	Technical Evaluation Criteria	Maximum Allocated Marks
1.	<b>Similar Projects in Last five (5) Years: 05 Projects will be evaluated):</b>	<b>20</b>
	04 Marks for each relevant Project (with covered area of 2000 sq. ft and financial value of 0.5 Million) on the basis of confirmation from employer	
2.	Minimum average annual construction turnover of Pak Rupees 5 Million, calculated as total certified payments received for contracts in progress or completed, within the last 3 years.	<b>10</b>
3	Project In-hand 02 Marks for each relevant Project (with covered area of 2000 sq. ft and financial value of 0.5 Million) currently in-hand.	<b>10</b>
	<b>Total Technical Marks allocated:</b>	<b>40</b>

- Bidder securing minimum 20 marks out of 40 shall only be qualified for financial evaluation. Qualified bidder quoting lowest price shall be selected for the required services.



**Format of Affidavit/Undertaking**

**Bidder must submit following undertaking (on stamp paper of Rs.100), 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 hospital 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 convicted under any offence including 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:*** \_\_\_\_\_

**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 the Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	Valid PEC registration certificate of category C-6 or above			
4	Registration/Incorporation/Business Certificate			
5	Affidavit(s)			
6	Bid Bond/Security (As applicable)			
7	Bid Validity period of 90 days (As applicable)			
8	Contact Number and Email Address of Authorized Person			

**Annexure-E**

**SAMPLE AGREEMENT**

This agreement (“Agreement”) is made on this day of ----- at  
Lahore

**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 company registration office located at **Company Registration Office Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore** (the "Commission", which expression shall, where the context so admits, include its successors in interest and permitted assigns) of the One Part

**AND**

----- XYZ a company incorporated under the Companies Ordinance, 1984 having its registered office  
at -

----- (the “Agreementor” which expression shall, where the context so admits, include its successors in interest and permitted assigns) of the other part;

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

**WHEREAS:**

1. The Commission is desirous to renovate wash rooms at its Lahore office (“**Premises**”).
2. The Agreementor represents and warrants that it has the relevant expertise and adequate skills to provide the Services required by the Commission.
3. The Commission has approved and the Agreementor has agreed for the provision and installation of all materials, labor and supervision to perform the Services described in attached schedule as mentioned in (BOQ/TORs) “**Annexure -A**”.
4. The Agreementor represents that it can execute the same as per Specifications in (BOQ/TORs) Annexure “A” and to complete the work renovating the Premises on the terms and conditions set out hereunder.

**Now Therefore, it is Agreed Between the Parties as Follows:**

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

#### **ARTICLE 1 – DEFINITION AND INTERPRETATION**

- 1.1 For the purposes of this Agreement, the following terms shall have the meaning set out herein, unless the context requires otherwise.
- a. **“Agreement”** means this agreement **dated** along with its Annexure and Appendices.
  - b. **“Design”** means the basic Design and concept provided by or approved by the Commission for the renovation, of the Premises set out generally as (LAYOUT/BOQ/TORs) **“Annexure – A”** hereto.
  - c. **“Premises”** means SECP Wash rooms rooms and renovation situated at its Lahore office **Company Registration Office Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore**
  - d. **“Specifications”** means the description of materials and details of renovation work as outlined in (BOQ/TORs) **“Annexure -A”** attached hereto and approved by the Commission.
  - e. **“Services”** bears the meaning attributed thereto in clause 2.1.
- 1.2 In this Agreement any reference to an Article, a Schedule or an Appendix shall be a reference to an Article, Schedule or Appendix of this Agreement.

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

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

#### **ARTICLE 3 – PRICE**

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

#### **ARTICLE 4 – TERMS OF PAYMENT**

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

#### **ARTICLE 5 – PERFORMANCE GUARANTEES**

- 5. The Agreementor shall ensure that only such materials as shall be of the respective kinds describedin the design and (BOQ/TORs) “**Annexure - A**” shall be approved and only such workmanship as conforms with the Design. Agreementor will ensure that all material used for renovation is fit for the purpose it is intended, is free from defects. The Agreementor shall arrange samples of all relevant materials and get its approval from the Client/Commission.
  - 5.1 The Services shall be completed and the Premises handed over to the Commission within the agreed period of 30 days (with best possible try to complete the work early) from the completion date of theAgreement, however, the Commission shall have a right to make deduction equivalent to 1% (of the PO/contract Value) per week or pending works shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.
  - 5.2 If the project could not be completed in maximum two weeks from the execution date of the Agreement due to delay of payments, approvals or any other reason caused by the Commission, then the charge specified in Article 5.1 shall be waived off.

#### **ARTICLE 6 – ADDRESSES OF THE PARTIES**

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

Commission:                      Securities & Exchange Commission of Pakistan  
Atten:

Agreementor:  
  
Attention:

#### **ARTICLE 7**

##### **TERMINATION BY THE AGREEMENTOR**

If the Coordinator fails to issue a payment certificate for a period of thirty days through no fault of the Agreementor, or if the Commission fails to make payment

thereon for a period of thirty days from issuance of a payment certificate, the Agreementor may, upon fourteen days' written notice to the Commission, terminate the Agreement Agreement, provided however, that Commission shall first have an opportunity to remit such payment within the fourteen day period following written notice.

#### **TERMINATION BY THE COMMISSION:**

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

#### **ARTICLE 8 – DISPUTE RESOLUTION**

- 8.1 **Amicable settlement.** The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement.
- 8.2 **Dispute settlement.** Any dispute between the Parties arising under this Agreement, which cannot be amicably settled within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940). Any Services to be performed under the Agreement shall, if reasonably practicable, continue during the arbitration proceedings and no payment due to or by the Commission shall be withheld on account of such arbitration proceedings.
- 8.3 The matter shall be referred to a sole arbitrator as agreed by both Parties.
- 8.4 The seat of arbitration shall be Islamabad, Pakistan and the language of arbitration shall be English.
- 8.5 In case the Parties do not agree to the appointment of arbitrator, the same shall be appointed by the court of competent jurisdiction.
- 8.6 For the purposes of this Agreement, the Parties irrevocably submit to the jurisdiction of the courts of Islamabad.

## **ARTICLE 9 - MISCELLANEOUS**

9. The Agreementor shall make its own arrangements for the engagement of all staff and labor necessary for the fulfillment of its obligations under this Agreement, and for their payment, feeding and transport. Whereas Commission allows to work Labor after office hours 1700hrs and on weekends.
- 9.1 Agreementor agrees to protect, indemnify, defend and hold harmless the Commission, its Chairman, Commissioners and employees from any claims, demands obtained by the Agree mentor's staff, labor or its employees, on account of personal injury or death or any third-party claim.
- 9.2 The copyright of all document prepared by the Agreementor in connection with the Agreement rests with the Commission. The Agreementor shall not be entitled either directly or indirectly to make use of these documents for carrying out work other than that required by the terms of this Agreement.
- 9.3 The Agreementor shall maintain confidentially in all matters arising out of this Agreement and which are not in the public domain for a period of five (5) years from the date of execution of this Agreement. The Agreementor shall deliver to the Commission all as built drawings and relevant warranties (wherever applicable) for equipment upon handing over of the Premises.
- 9.4 Commission shall be responsible to pay all the Utility Bills (Electricity or Backup and water supply etc.) of the Premises for the whole time period of renovation which shall not be misused by the Agreementor or its personnel.
- 9.5 Two weeks are inclusive of all gazette holidays.
- 9.6 Lead time items procurement will be done well in time.
- 9.7 Any changes alternation in plan or material etc will be obtained in writing from Client/commission.

## **ARTICLE 10 – ACTIONS ON BEHALF OF COMMISSION**

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

## **ARTICLE 11 – FORCE MAJEURE**

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

## **ARTICLE 12 – ENTIRETY AND COUNTERPARTS**

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

## **ARTICLE 13 – RELATIONSHIP**

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

## **ARTICLE 14 – APPLICABLE LAW AND JURISDICTION**

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

## **ARTICLE 15 – ACCEPTANCE OF THE WORK:**

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



determined by the Commission or the Coordinator, then the Agreementor shall, when notified by the Commission or Coordinator in this behalf, immediately place such guaranteed Work in a condition satisfactory to the Commission.

#### **ARTICLE 16 - SPECIAL/MISCELLANEOUS PROVISIONS:**

Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably berequired 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 amendedversion 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 hinderthe consideration, performance, or enforcement of this Agreement.

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

Contractor shall not assign this Agreement. The provisions of the Agreement are binding on the heirs, successors or assignees of the parties.

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

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

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

#### **ARTICLE 17 – STAMP DUTY**

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

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

**Builders**  
**Mr.**

**COMMISSION**  
**Mr.**

Date:

Date:

---

WITNESS:

1)\_\_\_\_\_

1)\_\_\_\_\_