



# **KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ)**

## **SUPPLY AND INSTALLATION OF FURNITURE AND OTHER FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), KHAIRPUR**

### **BIDDING DOCUMENTS**

*Notice Inviting Tender  
Instructions to Bidder/ Bidding Data  
Conditions of Contract/ Contract Data  
Specifications  
Forms of Bid and Appendices  
Bill of Quantities*



### **NATIONAL INDUSTRIAL PARKS DEVELOPMENT AND MANAGEMENT COMPANY**

#### **Sr. Manager Technical**

National Industrial Parks Development and Management Company (NIP)  
2<sup>nd</sup> Floor, Block-C, FTC Building, Shahrah-e-Faisal, Karachi-74400, Pakistan.  
Phone: 021-99205035-9, 021-35631046-8, Fax: 021-35631069, Web: [www.nip.com.pk](http://www.nip.com.pk)

# **NOTICE INVITING TENDER**

## **NOTICE INVITING TENDER**

### **SUPPLY AND INSTALLATION OF FURNITURE AND OTHER FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), KHAIRPUR**

Project office Khairpur Special Economic Zone (KSEZ), District Khairpur, Government of Sindh (the "Employer") invites sealed Bids from well reputed interested Contractors/ Contracting Firms for the Projects listed below;

<b>S. N</b>	<b>Name of Work</b>	<b>Bid Security (in favor of KSEZ)</b>	<b>Tender Fee</b>	<b>Completion Time</b>
1	Supply & installation of furniture and other fixture at Project Office of Khairpur Special Economic Zone (KSEZ), khairpur	2% of Tender Cost	Rs. 1000/-	02 Months

- 1. Eligibility:** The interested Bidders must have the following qualifications (Documentary evidences to be submitted with the Bid)
  - Valid NTN Certificate from Income Tax Authorities.
  - Valid registration Certificate from Sindh Revenue Board (SRB).
  - Affidavit on judicial stamp paper shall be submitted for firm/contractor not Blacklisted or no litigation on any Project.
  - Should have completed 2 Contracts of similar nature and value of Rs. 3 Million each in last 5 years.
  - Photographs/ Catalogues and specifications for all required items including specifications should be submitted with proposal.
  
- 2. Method of Procurement:** Two Stage – Two Envelope.
  
- 3. Bidding/Tender Documents:**
  - (i) Issuance:** Documents will be issued from date of publication up till June 08, 2016 in working hours, on payment of tender fee (*Non-refundable*) in the shape of Pay order in the name of National Industrial Parks.
  - (ii) Submission:** Last date will be: June 13, 2016 up till 11:00 a.m.
  - (iii) Opening:** will be opened on June 13, 2016 at 11:30 a.m.
  
- 4. Terms & Conditions.**
  - (a)** Under following conditions bid will be rejected:-
    - (i) Bid not meeting eligibility criteria as stated above and in Tender Documents.
    - (ii) Conditional and telegraphic bids/tenders;
    - (iii) Bids not accompanied by bid security of required amount.
    - (iv) Bids received after specified date and time.
    - (v) Black listed firms.
    - (vi) Bid Validity Period less than 90 Days
  - (b)** Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of SPPRA Rules 2010.

The Bidding and Contract Documents with proposals can be collected and returned as per said dates to the following address:

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# **INSTRUCTIONS TO BIDDER / BIDDING DATA**

# INSTRUCTIONS TO BIDDER / BIDDING DATA

Instructions are outlined hereunder for the general information and submission of bids for the requisite items;

## 1. Name and Address of Procuring Agency

**PROJECT DIRECTOR OFFICE,**  
Khairpur Special Economic Zone (KSEZ)  
District Council Office near Radio Station,  
Zila Council Khairpur, Sindh  
Phone: 0243-9280396-97-98,  
Fax: 0234-9280396,  
Web: [www.ksez.com.pk](http://www.ksez.com.pk)

## 2. Name and Address of Project Management Unit

**National Industrial Parks D&MC,**  
2<sup>nd</sup> Floor, Block-C, FTC Building,  
Shahrah-e-Faisal, Karachi-74400, Pakistan.  
Phone: 021-99205035-9, 021-35631046-8,  
Fax: 021-35631069,  
Web: [www.nip.com.pk](http://www.nip.com.pk)

## 3. Name and Scope of the Project

SUPPLY AND INSTALLATION OF FURNITURE AND OTHER FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), KHAIRPUR

Bidders are required to submit their offers for the complete Furniture Work.

## 4. Location

The Project is located at Khairpur Special Economic Zone (KSEZ) situated in district Khairpur The zone is located on National Highway (N-5) nearby Jangal Khan Hotel deh Tando Nazer Ali and easily reachable by air, railway and bus services

## 5. Communication/ Enquiries

Submission of Bids and all Communication or enquiries about this Bidding Document must be made in writing.

## 6. Language and Law

- The Contract Documents shall be drawn up in the English language.
- The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

## 7. Bidding Process

The bidding comprises of **Two Stage Two Envelope procedure.**

### (a) First Stage

- (i) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) Envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- (v) Technical proposal shall be discussed with all the bidders or their representatives present together with reference to the procuring agency's technical requirements;
- (vi) The bidders willing to meet the requirements of the procuring agency shall be allowed to revise their technical proposals following these discussions;
- (vii) Bidders not willing to conform their technical proposal to the revised requirements of the procuring agency shall be allowed to withdraw their respective bids without forfeiture of their bid security;

### (b) Second Stage

- (i) Bidders who are willing to conform to the revised technical specifications and whose bids have not already been rejected shall submit a revised technical proposal and supplementary financial proposal, according to the revised technical requirement;
- (ii) Revised technical proposal along with the original financial proposal and supplementary financial proposal shall be opened at a date, time and venue announced in advance by the procuring agency;

Provided that in setting the date for the submission of the revised technical proposal and supplementary financial proposal a procuring agency shall allow sufficient time to the bidders to incorporate the agreed upon changes in the technical proposal and to prepare the required supplementary financial proposal; and

- (iii) Procuring agency shall evaluate the whole proposal in accordance with the evaluation criteria and the bid found to be the lowest evaluated bid shall be accepted.

## **8. Eligible Bidder**

The interested Bidders must have the following qualifications (Documentary evidences to be submitted with the Bid for each work separately)

- Valid NTN Certificate from Income Tax Authorities.
- Valid registration Certificate from Sindh Revenue Board (SRB).
- Affidavit on judicial stamp paper shall be submitted for firm/contractor not Blacklisted or no litigation on any Project.
- Should have completed 2 Contracts of similar nature and value of Rs. 3 Million each in last 5 years.
- Photographs/ Catalogues for requisite items including specifications should be submitted with proposal.

## **9. Bid Security**

The bidder shall have to furnish Bid Security equal to 2% of bid amount in shape Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date.

## **10. Taxes and delivery Charges**

The Contract price is inclusive of all taxes (where applicable) and delivery charges.

## **11. Currency**

The prices shall be quoted in Pak. Rupees.

## **12. Number of copies of the Bid to be completed and returned:**

One original and two copies.

**13.** The bidders should have their own well equipped workshop and capable to provide after sale service.

**14.** The competent authority may ask any bidder for the demonstration of samples at their own cost.

## **15. Completion Time**

The successful bidder shall be responsible to complete the supply and installation within two months after signing the Contract Agreement failing which Procuring Agency reserves the right to cancel the order and forfeit the bid security/ Performance Security (which will be applicable at that time).

## **16. Registration with FBR & SRB**

The firm/ contractor should be registered with income/ Sales tax departments, national tax number should be mentioned in the tender and copy of registration certificates attached thereof.

**17. Bid Validity**

Bid Validity should be 90 calendar days from the date of bid opening.

- 18.** The inspection of stores/ workshop will be carried out by the Procuring Agency.
- 19.** Affidavit on Rs. 100/- stamp paper (original and latest) to the effect that the firm is not blacklisted and has no dispute with any Government organization should be furnished.
- 20.** Late receipt of bids will neither be accepted nor entertained and will be returned by hand or by mail at the time of opening of bids.
- 21.** Bidders are required to furnish photocopy of National Identity card of their manager/ partner/ proprietor.
- 22.** All the pages of bid documents must be signed by authorized signatory of the bidding firm.
- 23.** Incomplete tender (s) will be rejected straightaway.

**24. Time limit to seek clarifications**

Minimum number of days to seek clarification by the prospective Bidder shall be 15 (fifteen) days from the date of advertisement published in print media.

**25. Increase or Decrease in Quantity**

The Procuring Agency reserves the rights to increase or decrease the quantities of the furniture items.

**26. Venue, Time and Date for Bid Submission**

The sealed bids must reach to the address of National Industrial Parks (written below) up to the time and date which is mentioned in NIT. The proposal will be opened on the same day at \_\_\_\_\_ hours (as per NIT).

- 27.** Bidder must submit photographs and catalogue of required furniture which will be offered by the bidder with proper specifications.
- 28.** A pre-bid would be scheduled before bid opening for which time and date shall be intimated in due course
- 29.** The Procuring Agency reserves the rights to accept or reject any or all tenders for which reasons may be conveyed if desired.

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**CONDITIONS OF CONTRACT/  
CONTRACT DATA**

## CONDITIONS OF CONTRACT/ CONTRACT DATA

Conditions of Contract are outlined hereunder; these conditions are not to be amended;

### 1. Name and Address of Procuring Agency (Employer)

**PROJECT DIRECTOR OFFICE,**  
Khairpur Special Economic Zone (KSEZ)  
District Council Office near Radio Station,  
Zila Council Khairpur, Sindh  
Phone: 0243-9280396-97-98,  
Fax: 0234-9280396,  
Web: [www.ksez.com.pk](http://www.ksez.com.pk)

### 2. Name and Address of Project Management Unit

**National Industrial Parks D&MC,**  
2<sup>nd</sup> Floor, Block-C, FTC Building,  
Shahrah-e-Faisal, Karachi-74400, Pakistan.  
Phone: 021-99205035-9, 021-35631046-8,  
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### 3. Name and Scope of the Project

SUPPLY AND INSTALLATION OF FURNITURE AND OTHER FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), KHAIRPUR

Bidders are required to submit their offers for the complete Furniture Work.

### 4. Location

The Project is located at Khairpur Special Economic Zone (KSEZ) situated in district Khairpur The zone is located on National Highway (N-5) nearby Jangal Khan Hotel deh Tando Nazer Ali and easily reachable by air, railway and bus services

### 5. Bidding Documents

Bidding Documents will comprise of the following;

- The Contract Agreement (if completed);
- The Letter of Acceptance;
- The completed Form of Bid;
- Conditions of Contract
- Specifications
- The priced Bill of Quantities
- Addendum (if any)
- Any other document (if any)

## **6. Language and Law**

- The Contract Documents shall be drawn up in the English language.
- The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

## **7. Commencement of Work**

The Contractor shall commence the Works on Site within the period 07 days from the date of receipt by him from the Employer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

## **8. Performance Security**

The successful bidder shall have to submit unconditional/ irrevocable Performance bank guarantee equal to 10% of the contract amount on Rs. 100/- stamp paper from any schedule bank for the period of one year within 7 days of issuance of Letter of Acceptance. Performance security should be valid for entire Contract Period as well as up to a year after Contract Period.

## **9. Safety Measures**

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Employer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Employer may determine to be reasonably necessary for such purpose.

## **10. Custom Clearance**

Liability of the Contractor.

## **11. Custom Duty and Taxes**

Liability of the Contractor.

## **12. Payments**

Payments shall be made on satisfactory completion of the job within 28 days of submission of Interim Payment.

After supply / delivery of the furniture items during the inspection/ verification, any fault found in supplied furniture items, Procuring Agency reserves the rights to stop the payment, forfeit the bank guarantee and black list the firm.

### **13. Mobilization Advance**

Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on following conditions:

- On submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance shall be recovered from each bill and the balance be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

### **14. Tax and Delivery charges**

The Contract price is inclusive of all taxes (where applicable) and delivery charges should be included.

### **15. Currency**

The prices shall be quoted in Pak. Rupees.

### **16. Completion Time**

The successful bidder shall be responsible to complete the supply and installation within two months after signing the Contract Agreement failing which Procuring Agency reserves the right to cancel the order and forfeit the bid security/ Performance Security (which will be applicable at that time).

### **17. Warrantee**

Repair/ replacement warrantee for any defective material or workmanship is required from the expiry date of Contract period for 365 days. Performance Security must be validated during this maintenance period of one year.

### **18. Furniture quality**

Best Quality of furniture is required in compliance of specifications given in "Specification" section.

# **SPECIFICATIONS**

## SPECIFICATIOIS

### List of Furniture and Fixture with Specifications

S.N	Item Name with description	Size	Material	Quality
1	Reception Table (Curve)	10ft w, 3ft h	Polished Soft wood	Locally made
2	Round chair for reception table	Standard 3.3ft h	Steel and leather	China made
3	Revolving Chairs for Executive/ Designated Offices	Standard King Size 3.5 ft h	Soft wood and leather	China made
4	Revolving Chairs for Officers/ Assistants	Standard 3.3 ft h	Steel and leather	China made
5	Chairmanship Chair for Conference Room	Standard King Size 3.5 ft h	Soft wood and leather	China made
6	Conference Room chairs for participants	Standard 3.3ft h	Soft wood and leather	China made
7	Side/Regular Chairs	Standard 3.3ft h	Steel and leather	China made
8	Sofa Set (single seater)	2.5 ft w, 3ft l, 2.7 ft h	Soft wood and leather	China made
9	Leather Sofa Set (3 seater)	8 ft w, 3ft l, 2.7 ft h	Soft wood and leather	China made
10	Sofa Set (2 seater)	5ft w, 3 ft l, 2.7 ft h	Soft wood and leather	China made
11	Filing Cabinets	3ft w, 6ft h	Laminated soft wood	Locally made
12	Storage Cabinet (Almari)	4ft w, 6ft h (softwood)	Polished Soft wood	Locally made
13	Office Table/Desk with Side Table Set	Office Table: 6ft w, 3 ft l, 3 ft h	Polished Soft wood	Locally made
		Side table: 4 ft w, 2ft h, 3ft l		
14	Partition / work stations/ Cubicles & Panels.	As per Area Measurement	Lower part: soft polished wood	Locally made
			Upper part : glass	
15	Conference Table (for 20 persons)	8ft w, 20 ft h	Polished Soft wood	Locally made
16	Lecterns/ Podiums/ Rostrum	3ft w, 4 ft h	Polished Soft wood	Locally made
17	LCD & Sound equipment table	4ft w, 3.5 ft l, 3.5 ft h	Polished Soft wood with mirror doors	Locally made

<b>S.N</b>	<b>Item Name with description</b>	<b>Size</b>	<b>Material</b>	<b>Quality</b>
18	Dining Table with dining Chairs (for 08 persons)	3.5 ft w, 6ft l, 2.5 ft h	Table : polished soft wooden bottom with glass top	China made
			Chairs: Soft wood & leather	
19	Bed Set	6 ft w, 6.5 ft l and 2 ft h	Bed: Sheesham & Talli	Locally made
			Spring Mattress	

***Height = h ; Width = w ; Length = l***

**Note:**

1. Size of furniture items can be alter/Modify/Adjustable as per floor Plan of Administration Block.
2. Glass thickness will be 9-12mm, where glass is needed.
3. Original leather is required.
4. Wood should be water resistant.

# **FORMS OF BID AND APPENDICIES**



## FORM OF BID

Reference No. \_\_\_\_\_

Name of Contract/Works : SUPPLY AND INSTALLATION OF FURNITURE AND OTHER  
FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ),  
KHAIRPUR

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Bill of Quantities and addenda \_\_\_\_\_ for the execution of above works, we the undersigned the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to complete and maintain the whole of the said works in conformity with the above Said tender Documents for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Tender Documents.
2. The above total sum is based on the quantities shown in the Bill of Quantities and the unit prices inserted by us.
3. We undertake, if our tender is accepted, to sign an Agreement within 07 calendar days following receipt of Letter of Award in the form laid out in Annexure to this Tender with such alterations and additions thereto as may be required to adopt, such Agreement to circumstances of this Tender.
4. We undertake, if our tender is accepted, to commence and to deliver and complete the works comprised in the Contract within two months after signing the Contract Agreement.
5. If our tender is accepted, we will obtain and Submit to the Owner, a Performance Bond from a schedule bank of Pakistan, to be jointly and severally bound with us in sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for the due performance of the Contract. We agree that the submission of the Performance Bond and its

encashment, if any, due to default or breach of the terms and conditions of the Contract on our part, shall not be in total discharge of your claims that may accrue to you against us for nonperformance, default or breach on our part.

6. We agree to abide by the Tender for a period of 90 calendar days from the date of submission of tender and shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. Unless and until a formal Agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding Contract between us.
8. We understand that you are not bound to accept the lowest or any tender you may receive.
9. As a guarantee for the performance of the undertakings and obligation of this Tender, we submit herewith Earnest Money in an amount Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in form of Pay Order/ Bank Guarantee issued by the \_\_\_\_\_ made in your favor and made payable to you without any reference to us and valid for a period of 28 calendar days beyond the period of validity of bid.

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

Duly Authorized Signature for and on behalf of

\_\_\_\_\_  
(NAME OF THE TENDERER IN BLOCK LETTERS)

Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## INFORMATION FORM

1. Name of Firm/ Contractor [Lead partner if association or JV] :

\_\_\_\_\_

• Address:

\_\_\_\_\_

\_\_\_\_\_

• Telephone No(s): \_\_\_\_\_

• Fax Number: \_\_\_\_\_

• E-mail Address (if any):

\_\_\_\_\_

• Registration No. with FBR along with Registered Office Address:

\_\_\_\_\_

2. Description of firm (ownership/organization):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Experience (Number of Years): \_\_\_\_\_

• Local/national: \_\_\_\_\_

• International (if any):

\_\_\_\_\_

• Regional (within the country-details):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Name(s) and Address (es) of Associates, if a JV; their short description and description of their role in the JV/Association (proof of association or JV is to be attached at stamp paper):

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5. Experience of the Firm (on appended forms) during the past 5 years:

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6. Additional information:

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**Yours truly,**

**Name of Authorized Representative:**

**Position :**

**Date :**

## **BID SECURITY**

### **(Bank Guarantee)**

(On the required value of non-judicial stamp paper of the Government of Pakistan)

Security Executed on \_\_\_\_\_(Date)

Name of Surety (Bank) with Address:

\_\_\_\_\_(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

\_\_\_\_\_

Penal Sum of Security Rupees. \_\_\_\_\_(Rs.

\_\_\_\_\_ in words)

Reference No. (if any)\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for PROJECT OFFICE, KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), the Employer; for works SUPPLY AND INSTALLATION OF FURNITURE AND OTHER FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), KHAIRPUR and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within seven (7) calendar days he being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

## FORM OF PERFORMANCE SECURITY

### (Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with  
address: \_\_\_\_\_

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with  
address: \_\_\_\_\_

Penal Sum of Security (express in words and figures)  
\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the PROJECT OFFIC, KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ) (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_  
\_\_\_\_\_ (Name of Contract) for SUPPLY AND INSTALLATION OF FURNITURE AND OTHER FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), KHAIRPUR.

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Corporate Secretary (Seal)

Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

Name, Title & Address

Corporate Guarantor (Seal)



## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the "Employer") of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz SUPPLY AND INSTALLATION OF FURNITURE AND OTHER FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), KHAIRPUR should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, listed in their priority order, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) The Contract Agreement (if completed);
  - b) The Letter of Acceptance;
  - c) The completed Form of Bid;
  - d) Conditions of Contract
  - e) Specifications
  - f) The priced Bill of Quantities
  - g) Addendum (if any)
  - h) Any other document (if any)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the

provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Employer

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)(Name, Title and Address

## **MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the PROJECT OFFICE, KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ) (hereinafter called the Procuring Agency) has entered into a Contract for SUPPLY AND INSTALLATION OF FURNITURE AND OTHER FIXTURE AT PROJECT OFFICE OF KHAIRPUR SPECIAL ECONOMIC ZONE (KSEZ), KHAIRPUR with \_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## BILL OF QUANTITIES/ FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

Name

We, the undersigned, offer to provide the services for in accordance with your Terms of Reference dated \_\_\_\_\_, and our Proposal (Technical and Financial Proposals). Our attached financial proposal is for the sum \_\_\_\_\_ [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. 90 days.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## Bill of Quantities/ Financial Proposal

S.N	Item Name with description	Quantity	Unit Price (Rs.)	Total Price (Rs.)
1	Reception Table (Curve)	01		
2	Round chair for reception table	01		
3	Revolving Chairs for Executive/ Designated Offices	05		
4	Revolving Chairs for Officers/ Assistants	05		
5	Chairmanship Chair for Conference Room	01		
6	Conference Room chairs for participants	40		
7	Side/Regular Chairs	50		
8	Sofa Set (single seater)	08		
9	Leather Sofa Set (3 seater)	04		
10	Sofa Set (2 seater)	15		
11	Filing Cabinets	10		
12	Storage Cabinet (Almari)	04		
13	Office Table/Desk with Side Table Set	04		
14	Partition / work stations/ Cubicles & Panels.	As per area measurement		
15	Conference Table (for 20 persons)	01 set		
16	Lecterns/ Podiums/ Rostrum	01		
17	LCD & Sound equipment table	01		
18	Dining Table with dining Chairs (for 08 persons)	01 set		
19	Bed Set	01		
			<b>TOTAL COST</b>	
			<b>Rebate (if any)</b>	
			<b>FINAL COST</b>	

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(Final Cost in words)