Expression of Interest

This is the reference to an advertisement published / uploaded 02-12-2020 by Pakistan National Council of the Arts, National Heritage and Culture Division, Govt. of Pakistan, Regarding making of narration based documentaries/short films. The date of submission of bids is hereby extended upto 28-12-2020. It is further informed that interested firms can submit their bids for more than one lot.

**TENDER DOCUMENT**

**Tender for:** **Making of documentaries/short films for Pakistan National Council of the Arts Islamabad.**

**Procuring Agency:** **PAKISTAN NATIONAL COUNCIL OF THE ARTS.**

**Instructions to Bidders**

1. Pakistan National Council of the Arts invites sealed bids as per single stage two envelope procedure (Technical & Financial) from competent, resourceful and experienced firms registered with Income Tax Department for making of documentaries/short films in PNCA Islamabad within 03 months from date of award of contract. The following documents form integral part of Tender Notice: -

**i. General terms & condition Annexure-I**

**ii. Details / profile of the firm Annexure II**

**iii. TORs / List of Artists Annexure III**

**iv. Contract agreement Annexure IV**

**v. Form of Tender Annexure V**

**vi. Form of performance security Annexure VI**

**2.** Only reputed firms having experience with government/ semi government / reputed public sector organizations, have registration with Tax Departments are eligible for participation in bidding process.

**3.** The following documents should be furnished with the bid: -

i. Detailed profile of the firm including name, registered address, telephone / fax number (s), e-mail address and years of establishment, type of ownership, name, address and contact number of the owners /partners etc.

ii A copy of the National Tax / Sales Tax registration certificate.

iii. Details of the services provided by the firms to government /semi government and reputed public organizations.

iv. Undertaking on the letter head of the firm that the firm is not blacklisted by any firm or Govt. Department.

v. Proof of financial stability, copies of the bank statements and annual tax returns

vi. Any other document which the interested parties may consider to be in favor for pre-qualification.

vii. Proof of provision of services to the government / semi government organizations/public sector organizations.

viii. Bid security amounting to Rs.100,000/- in form of Deposit at Call or Pay Order issued in favour of Pakistan National Council of the Arts.

**4.** Interested agencies are requested to submit their offer in detail along with financial bid in envelope.

**5.** The bid containing Instruction to bidders, general terms and conditions (Annex I), Details/ profile of the firm (Annex II), TORs/ list of Artists (Annex III) Contract Agreement (Annex-IV) Performance Security (Annex V) Form of performance security (Annex-VI) duly filled in and signed for having accepted the General terms and condition. Tender wining successful party shall submit bid security amounting to Rs.100,000/- in form of deposit at call or pay order in favour of Pakistan National Council of the Arts. The envelope containing the bid shall be super-scribed as “Bid for prequalification of firm for making of documentaries /short films, lot\_\_\_\_\_\_\_must reach the office at the address, time and date mentioned in the tender notice. The bid will be opened on the same day at the Conference Room of PNCA Building, plot 5, F-5/1, Islamabad at 15:00pm in the presence of the bidders/ authorized representatives.

**6.** The bid must reach the office at the address, time and date mentioned in the tender notice. Technical bids will be opened on the same day at the Conference Room of PNCA Building plot 5, F-5/1, Islamabad at 15:00 hours in the presence of the bidder / authorized representatives and opening of financial bids will be communicated later on after completion of prequalification process of the bidders.

**7.** PNCA reserves the right to accept or reject any or all the tenders as per Rule 33 of PPRA Rules, 2004.

**Annex-I**

**GENERAL TERMS & CONDITIONS**

**1. DESCRIPTION OF WORK**

The firm/s will provide services for making of documentaries/short films at PNCA Islamabad on need basis

**2. SCOPE OF WORK**

2.1 Making of documentaries/short films as per list and specifications at Annex-III.

**3. GENERAL TERMS & CONDITIONS**

3.1 The firm shall deliver the documentaries/short films at the head office of PNCA located at F-5/1, Islamabad at its own cost.

3.2 The firm should be registered with Income Tax & Sale Tax Departments.

3.3. The firm should have never been blacklisted by any government organization or any other organization.

3.4 The incomplete or conditional tenders would not be accepted and is liable to be rejected.

3.5 Quoted rates should be inclusive of all applicable taxes.

3.6 The selected tenderer (herein after referred as Contractor) will have to ensure fast & timely delivery of the documentaries/films at PNCA, Head Office Islamabad.

3.7 If any fault/ deficiency occurs or the product is not up to the standard, is liable to be rejected.

3.8 In case the documentaries/films are not delivered in time, the contractor will solely be responsible for the same and the Contractor will be liable to Penalty as per Clause 3.13.

3.9 Out of 100, 70% marks are allocated for technical bid and 30% marks for financial bid.

3.10 In case the contractor fails to provide the material in time, bid security will be forfeited.

3.11 The bid along with the written consent of the bidder for acceptance of award of contract will be binding contract before the contract is signed.

3.12 All government applicable taxes, etc. will be deducted from the contractor.

3.13 The successful tenderer shall provide non-judicial stamp papers (02) of Rs.100/- for preparing a Contract agreement which shall have to be signed, on acceptance of his tender by the Accepting Authority within 07 days from the date of written communication issued to him. The terms and condition in this Tender Notice shall be part of the contract.

3.14 Quoted rates of all items shall remain applicable for one year from the date of award of contract.

**4. TENDER PRICE QUOTE**

4.1 Provision for all taxes or for any other clause, etc. shall be included in tender price given in Pak Rupees.

4.2 No revision of rates will be admissible during the period of contract.

4.3 Rate should be quoted in Pak Rupees.

4.4 The bidder shall bear all costs associated with the preparation and submission of their bids.

**5. TENDER SECURITY**

5.1 The bidder shall furnish Bid Security amounting to Rs.100,000/- (refundable) in form of Deposit at Call or Pay Order issued by a scheduled bank in favour of Pakistan National Council of the Arts alongwith their bid in technical bid envelope.

5.2 Any bid not accompanied by an acceptable bid security shall be rejected by the employer as non-responsive.

5.3 The bid securities of un-successful bidders will be returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity.

5.4 The bid security of the successful bidder will be returned after the completion of the task / job assigned.

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5.5 The bid security of the successful bidder will be forfeited in case of failure to furnish Performance Security & sign the contract agreement within specified time limit.

**6. SUBMISSION OF TENDERS**

6.1 The tenderer shall prepare a copy of document comprising the tender and shall seal the original copy of the tender in an inner and outer envelope duly marked as “**ORIGINAL**” and **“COPY”** as appropriate.

6.2 The bid shall contain instructions to bidders, general terms and condition (Annex-I) Detail /Profile of firm (Annex-II). TORs & list of Artists (Annex III) Contract Agreement (Annex IV) Performance Security (Annex V) Form of performance security (Annex VI), duly filled in and signed for having accepted the General terms and conditions along with **bid money will be submitted by the successful bidder of** amounting to Rs.100,000/- in form of deposit at call or pay order in favour of Pakistan National Council of the Arts in an envelope. The envelope containing the bid shall be super scribed as “**Bid for prequalification of documentaries/short films** **for supply of documentaries/short films, lot\_\_\_\_\_\_\_at PNCA Islamabad”** and must reach the office at the address, time and date mentioned in the tender notice. The technical bid will be opened on the same day at Conference Room of PNCA Building, plot No 5, F-5/1, Islamabad at 15:00 hours in the presence of the bidders/authorized representatives.

6.3 Tender modification or notice of withdrawal shall be prepared in sealed, marked and delivered in accordance with the inner envelope marked MODIFICATION as appropriate.

6.4 Withdrawal of the tender during the interval between deadline for submission of the tender and the expiration of the period of tender validity specified by the tender in the form of the tender may result in forfeiture of the bid security.

7. **TENDER OPEN AND EVALUATION**

7.1 The employer will open the tenders including submission made in the presence of the tenderer, or their representatives who choose to attend on date, time and venue mentioned in tender notice.

7.2 Tender for which an acceptable notice of withdrawal has been received, shall not be opened. The employer will examine tenders to determine whether the requisite bid security has been furnished. Whether documents have properly been signed and completed. The bids will be assessed on the basis of experience of the bidder in the requisite field, the quality of past work and the merits of the proposal.

7.3 At tender opening the employer will announce the tender name, written notifications and withdrawal, if any. The employer shall prepare for his own record minutes of the tender opening including the information disclosed to those who were present.

**8. TENDER VALIDITY**

8.1 Tender shall remain valid and open for acceptance for a period of Ninety Days after the date of tender opening.

8.2 In exceptional cases prior of tender validity period, the employer may request the tenderer for a specified extension in the period of validity. The request and response thereto shall be made in writing. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request will neither be required nor permitted to modify his tender. He will only be required to extend the validity of his tender security correspondingly.

**9.** **FORMAT AND SIGNING OF THE TENDERS**

9.1 The complete tender shall be without alterations, interactions or erasures, except those to accord with instructions issued by the employer, or as necessary to correct errors made by the tenderer, in which case such correction shall initialed by the person or persons signing the contract.

9.2 Each page of tender documents shall be duly singed and stamped by the tender before making submissions.

9.3 No tenderer shall participate in the tender of another for the same contract in any relationship whatsoever.

9.5 Bidders shall indicate all information required in technical and financial proposals vide Annexure II & III.

**10. MODE OF PAYMENT**

10.1 Payment will be made after completion of project as per the terms of contract and satisfactory report by Evaluation Committee.

10.2 No advance payment will be made for any kind of procurement

**11. AWARD OF CONTRACT**

11.1 The employer may award the contract to the tenderer whose tender has been determined to be substantially responsive and whose services have been approved.

**12**. **EMPLOYER’S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS**

12.1 The employer reserve the right to accept or reject any tender, and to annul the tender prices and reject all tenders, at any time prior to award of contract as per PPRA Rules, 2004 without hereby incurring any liabilities to the effected tenderer(s) on the ground of employer’s action.

**13. LETTER OF AWARD**

13.1 Prior to the expiration of the period of validity prescribed, the employer will notify the successful tenderer in writing by the registered letter at their mailing address that his tender has been accepted.

13.2 The letter of award shall constitute the formation of contract.

**14. SIGNING OF AGREEMENT**

14.1 At the same time that the employer notifies the successful tenderer that his tender has been accepted, the bidder shall return the letter of award duly signed in and having accepted within seven days after receipt of letter of award.

14.2 Within fourteen (14) days of receipt the successful tender shall sign the agreement (form of agreement) on judicial paper and return it to the employer. The tenderer shall bear all expenses incurred on the purchase of stamp papers, preparation of legal documents and any other prerequisite for signing of the said agreement.

**15. PERFORMANCE SECURITY**

15.1 The successful bidder shall furnish performance security in the form of a bank guarantee amounting equal to 5% of the total award of contract issued from a scheduled bank in favour of Pakistan national Council of the Arts within 14 days of the receipt of letter of award.

**16. GENERAL PERFORMANCE OF THE TENDERERS**

16.1 The employer reserves the right to obtain information regarding performance of the tenderers on their previously award contracts/ services. The employer may in case of consistent poor performance of the tenderer as reported by the employer of previously awarded contracts interlaid, reject this tender or take such action as may deemed appropriate under the circumstances of the case including blacklisting of such firm and debarring the firm from participation in future bidding for similar work.

**17. SUBLETTING.**

17.1 The Contractor shall not sublet the contract.

**18.** **SUSPENSION AND TERMINATION**

18.1 The contractor will give immediate notice in writing to the employer of any situation arising from force majeure which makes it impracticable to carry out any of the agreed terms and agree with employer for any suitable course of action.

18.2 The employer may suspend the performance of any or all of the agreed terms and conditions by giving one month notice in writing to the Agency.

18.3 The Contractor’s appointment may be terminated by either party on one month’s notice.

18.4 Upon serving one month’s notice for suspension of services, the previous payment, if any will be regarded as payment towards final settlement of accounts with the Agency.

18.5 In case of any dispute, the decision of the DG PNCA shall be final.

18.6 The application of these conditions shall be governed by the laws of Pakistan.

**Annexure-II**

**FIRM INFORMATION**

**1. Basic Information of the Agency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

a) Name of Address of the Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) Year of establishment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c) Name of proprietors /owners/Directors\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d) Contact Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e) Telephone Nos./Mobile no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

f) Fax No and E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

g) 24 hours’ helpline number, if any \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

h) Type of Firm, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sole Proprietorship, partnership, etc., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Branches in other cities or aboard if any\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

j) Number of Employees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

k) Bankers, names and address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

l) Mention email address/website \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Previous experience in related services, if any, attach documentary evidences**

**3. Current list of clients:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr #** | **Sector / Department** | **Period** | |
| **From** | **To** |
| A | Govt. Deptts / Ministries/Public Sector |  |  |
| B | Private Sector |  |  |
| C | Multi-National Companies |  |  |
| D | Any Other |  |  |

**4. A copy of the Registration of the Firm /Company.**

**5. NTN/GST Number & copies of the certificates**

**6. Income Tax returns for the last one year**

**UNDERTAKING:**

I/we hereby certify that the information furnished above are true to the best of my knowledge and belief, I have no objection to PNCA verifying any or all the information furnished in this document with the concerned authorities, if necessary. I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

**Authorized Signatory of the Agency**

Official Seal / Stamp

Date:

Place:

**Annexure-III**

Subject: - **TORs /LIST OF ARTISTS.**

**COST OF FINANCIAL BID**

The bidder should mention the cost of each documentary in detail indicating per minute. charges and lump sum as well.

**DURATION OF DOCUMENTARIES/FILMS**

**Ten in each Lot (1,2 and 3)**

As already mentioned in advertisement, i.e.

Lot-1 maximum 12-15 minutes (Film music composers)

Lot-2 maximum 15 minutes (Classical Singers)

Lot-3 maximum 7 minutes (Visual Artists)

Lot-4 maximum 20 minutes (Shakir Ali - Single documentary)

List/names will be provided by PNCA

**MEDIUM/LANGUAGE OF PLAY BACK NARRATION**

English and Urdu versions. It will probably be dubbed in other languages later by PNCA

**SCRIPT**

All narrations of documentaries should be properly scripted and duly approved by PNCA authorities.

A hard copy of script will also be submitted.

**RECORDING**

Latest professional equipment.

**DOCUMENTARY MAY HAVE**

Topic / theme / subject

Family back ground of artist

His life & living

Education/ learning/training

School of thought

Detail of artist’s contribution to respective genre

Historic performances, national/international

Achievements

Awards (local, regional, national, international)

Legacy / Heritage

**INSERTION OF ARCHIVAL MATERIAL**

Documentaries should have archival material like photographs / audio clips, video clips.

**RECORDING LOCATIONS.**

(keeping in view possibilities) All locations related to artist i.e., where he was born / lived, where he studied or educated could be covered.

**INSERTION OF INTERVIEWS.**

Short interviews of art lovers, family members, prominent personalities could also be included.

**TIME LIMIT FOR PREPARATION & SUBMISSION.**

The bid winner would ensure to submit the documentary duly completed in all respect with in prescribed period as per contract.

**GUARANTEES.**

The bid winner would furnish a bank guarantee worth Rs. 100,000/- which will be pledged/forfeited by PNCA if bidder fails to full fill his commitments as per agreement to be signed.

**LEGEND SHAKIR ALI**

The documentary / film on Shakir Ali must depict the artist:

As an art teacher

As a struggling painter

As a teacher/professional

As a mentor to many great painters

As a fiction writer

Any other aspect of his life

**ACCEPTANCE / REJECTION OF DOCUMENTARIES / SHORT FILMS**

The documentaries /films to be received would be placed before a committee comprising of senior officers and artists for review in the light of criteria agreed upon by the both parties. The decision of the committee would be considered FINAL.

**COPYRIGHTS**

Copyrights of the films/documentaries will be with Pakistan National Council of the Arts.

**PNCA reserves the right for addition or deletion of a clause(s) at the time of signing of final contract.**

**LIST OF GREAT MASTERS OF PAKISTAN**

**Lot: 1: Film Music Composers**

1. Khawaja Khursheed Anwar
2. Nisar Bazmi
3. Master Abdullah
4. Master Inayat Hussain
5. Sohail Rana
6. G.A Chishti
7. Robin Ghosh
8. Rashid Attery
9. A. Hameed
10. Tafoo OR Nashad

Lot: 2 **Classical Singers**

1. Roshan Ara Begum
2. Ustad Nathoo Khan
3. Ustad Salamat Ali - Nazakat AliAli,
4. Ustad Shareef Khan Poonchwale
5. Ustad Amanat Ali – Fateh AliAli khan
6. Miyan Shoukat Hussain
7. Ustad Bundoo Khan
8. Ustad Rais Khan
9. Ustad Bade Ghulam Ali Khan
10. Ustad Umeed Ali Khan

Lot: 3 **Visual Arts**

1. Sadequain
2. Ustad Allah Bux
3. A.R Chughtai
4. A. J. Shemza
5. Zahoor-ul-Akhlaq
6. Zubaida Agha
7. Jamil Naqsh
8. Ismail Gulgee
9. Ali Imam
10. Ahmed Pervaiz

**Annex-IV**

**CONTRACT AGREEMENT**

This contract agreement (hereinafter called the “Agreement” made on the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ month, 2020 between Pakistan National Council of the Arts having its office at Plot No.5, F-5/1, Islamabad hereinafter called as “the Employer” (which expression shall unless repugnant to the context shall mean and include their successor, in interest and assigns) of the on part AND M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called “Contractor” (which expression shall unless repugnant to the contest shall mean and include their successor, in interest and assigns) of other part.

Witnessed that

Whereas, Tender have been received by the Employer for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Tender of the Contractor for the items closed have been accepted the Employer.

**NOW** this Agreement witnessed as follows:

1. The following documents after incorporation addenda, if any except to those parts relating to instructions to Bidders shall be deemed to form, and be read and construed as part of this agreement.
2. Tender Notice & Instructions to Bidders
3. The letter of Award and all relevant correspondence mentioned therein;
4. The completed form of Bidding along with Annexures to Bid;
5. General Terms & Condition of Contractor & Contract Data;
6. Technical Proposal
7. Financial Proposal
8. Addendum(s) if any
9. 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 provide services in conformity and in all respect within provisions of the Contractor.
10. The Employer hereby convents to pay the Contractor, in consideration of the execution and completion of the services as per provisions of the Contract, the Contractor price or such other sum as may become payable, under the provisions of Contractor at the times and in the manner prescribed by the Contract.
11. The contractor shall provide the said services as and when required by the Employer in the manner as prescribed by the Contract.
12. The Contract Document as if the provisions part of this Contract and shall bind all parties to this instrument as if the provisions of the Contract Documents were laid down in the Contract.
13. This Contract shall be executed in three counterparts, two copies to be filed in the office of the Employer, one with the Contractor.

**IN WITNESS WHEREOF** the parties hereto have executed this contractor in three counterparts as of the day and year herein above set forth.

**Signature of the Contractor Signature of Employer**

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

Seal Seal

Signed, sealed and delivered in the presence of:

**Witness: Witness:**

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

(Name, Title & Address) (Name, Title & Address)

**Annexure-V**

**FORM OF TENDER**

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

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Gentleman,**

**1.** Having examined the Tender Documents including instructions to bidders, Conditions of Contract for supply of documentaries/short films, we, the undersigned, offer to provide services in conformity with the said Tender Documents, Specifications, Conditions of Contract at the rates given in our financial Proposal and such other sum in the manner prescribed in the tender documents.

**2.** We Understand that All appendices attached hereto form part of this Tender.

**3.** We undertake, if our Tender is accepted, to provide services at items as required by the Employer in conformity with Tender Documents.

**4.** As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid security in the amount of Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) drawn in your favour of made payable to Pakistan national Council of the arts and valid for a period of \_\_\_\_\_\_\_\_\_\_\_\_ days beginning from the date Bids are opened.

**5.** If our tender is accepted we will, if required, obtain the guarantee of a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the jointly and severally bound with us in a sum not exceeding \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_ percent) of the above named sum for the due performance of the Contract under the terms of a Bond to be approved by you.

**6.** We agree to abide by This Tender for the period of \_\_\_\_\_\_\_\_ days from the date fixed for receiving the same and it 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 in prepared and executed, this Tender 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.

Dated this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign tender for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in Block Capital)

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

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**Witness;** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CNIC No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Annex-VI**

**FORM OF PERFORMANCE SECURITY**

(Bank Guarantee)

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

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

Expiry Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Letter by the Guarantor to the procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

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

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Name of Principal (Contractor) with address:

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

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Penal sum of Security (express in words and figures)

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

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

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

**KNOW ALL MEN BY THESE PRESENT;** that in pursuance of the terms of the bidding documents and above said letter of acceptance (herein after called the Documents) and at the request of the said Contractor we, the Guarantor above named, are held any firmly bound unto the Pakistan National Council of the Arts, Islamabad, (hereinafter called the Employer) in the panel sum of the amount stated above, for the payment of which sum well and truly to be made to the Employer, we bind ourselves, our heirs, executors, administrations and successors, jointly and severely, firmly by these present.

The Condition of this obligations is such, that whereas the contractor has accepted the Employer’s above letter of acceptance for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Contract) for the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of the services)

Now Therefore, it the 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 extension, thereof that may be granted by the Employer, with or without notice to Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions to the Contractor and of any and all

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 the contract, terms and conditions 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 Employer’s first written demand without cavil of agreements and without requiring employer to prove or to show grounds or reasons for such demand and sum of 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, for which payment will be effected by the Guarantor to Employer’s Designated bank and Account No.

Provided Also that the Employer shall be the sole and final judge for deciding whether the principal (Contract) has duly performed his obligations under the Contract or has defaulted in fulfilling the 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 bounded 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 dully signed by its undersigned representative, pursuant to authority of its governing body.

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

**Guarantor (Bank)**

**WITNESS:**

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

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

Corporate Secretary (Seal)

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

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

Name, Title & Address) Corporate Guarantor (Seal)

Guarantor (Seal)

**CHECK LIST FOR FIRMS/ COMPANIES SUBMITTING TENDERS**

Subject: (Title of Tender) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

The Deputy Director Administration

Pakistan National Council of the Arts

National Art Gallery, F—5/1

Islamabad

Name of Firm/ Company:

Based (Give name of City):

Deadline & Time for submission:

The following documents are attached as per requirements. Page marking has been done accordingly: -

|  |  |  |  |
| --- | --- | --- | --- |
| S.No. | Description of Documents | Please tick below, if attached | Page No. |
|  | Company Profile |  |  |
|  | Registration Certificate SECP |  |  |
|  | FBR registration certificate |  |  |
|  | Registrar’s certificate, if any |  |  |
|  | Income Tax Return 2018-19 |  |  |
|  | List of Projects done in the past |  |  |
|  | List of Projects in progress |  |  |
|  | Draft of Security |  |  |
|  | List of equipment |  |  |
|  | Affidavit of not being black listed on company’s letterhead |  |  |
|  | Documents obtained from PNCA, duly filled, |  |  |

I do, hereby, affirm that the documents attached are true and authentic to the best of my knowledge.

Signed & Sealed