



Government of Pakistan  
Ministry of Climate Change  
National Disaster Management Authority

\*\*\*



## Tender Notice

### PROCUREMENT OF 5000x SLEEPING BAGS

National Disaster Management Authority (NDMA), Islamabad invites applications from well reputed and competent Contractors / Firms for Procurement for 5000x Sleeping Bags for the Calendar year 2018. The Applicant must be registered with Income Tax and Sales Tax Department.

The Procurement documents including instructions/ terms and conditions may be obtained from the Office of the Undersigned (Room No.238-B, Prime Minister's Office Premises, Islamabad) during office hours against payment of Rs. 500/- (non-refundable) in the shape of pay order/ bank draft in favour of Director (Admin & Procurement), NDMA, Islamabad. The same can also be downloaded from NDMA's website: [www.ndma.gov.pk](http://www.ndma.gov.pk) free of cost. The documents must reach the undersigned **before 1100 hours on 15-02-2018 which will be opened the same day at 1130 hours.**

Director (Administration & Procurement)  
National Disaster Management Authority  
(Prime Minister's Office Premises)  
Tel: 9204429, 987843

**SUPPLY OF 5000x SLEEPING BAGS NDMA**  
**TERMS AND CONDITIONS FOR BID AND BIDDERS**

1. **Tender Identification Number.** TENDER No. 06 / 17-18.
2. **Title.** Supply of 5000x Sleeping Bags” through “SINGLE STAGE Two ENVELOPE METHOD”.
3. **Procurement Agency.**

National Disaster Management Authority  
Prime Minister’s Office Premises  
Islamabad
4. **Last Date & Time for Submission of Bid.** 15<sup>th</sup> February, 2018 1100 Hours.
5. **Bid Opening Date & Time.** 15<sup>th</sup> February, 2017 at 1130 hours.
6. **Bid Opening Address.**

Room No. 220-E  
National Disaster Management Authority  
Prime Minister’s Office Premises,  
Islamabad.
7. **Bid Opening Process / Method.** NDMA will follow **Single Stage, Two Envelope** process in accordance with **Rule 36(b) of PPRA Rules 2004**. The bid shall comprise a single package containing two envelopes clearly marked as “Technical Proposal” & “Financial Proposal”. The envelope shall contain both the financial proposal and the technical proposal.
  - a. **Bid Validity Period.** Bid validity period should be 90 days from the date of opening of Tender. The amount of the bid and bid security / earnest money shall be in Pak Rupees. The bidders are required to deposit **earnest money (refundable) equal to 2% of the bid value** in the shape of either **pay order or demand draft** in favor of Director Administration, NDMA, with their FINANCIAL PROPOSALS. However, the bidder will furnish a certificate with TECHNICAL PROPOSAL that the earnest money has been submitted. **Bids not accompanied by bid security / earnest money will not be entertained.**
  - b. Bid security / earnest money of successful bidders will alone be retained as security deposit (till expiry of contract period) and that of the rest will be returned.
8. **Bid Validity Period.** 90 days from the date of opening of Tender.

9. **Rejection of Bid.**
  - a. Incomplete and conditional quotations will be rejected forthwith.
  - b. Bids received after due date & time will not be accepted.
10. **Bid Supporting Documents.**
  - a. Earnest Money (refundable) equal to 2 % of bid value in Pak Rupees in form of a pay order / Demand Draft in favour of Director Administration, NDMA.
  - b. Income Tax and Sales Tax Registration Certificate.
  - c. An affidavit that the Firm / Company has never been blacklisted by any Ministry / Division / Department / Organization of the Government of Pakistan in the past.
11. **Compliance Instructions.**
  - a. Quoted rates should include all applicable GoP taxes.
  - b. No cutting / overwriting of the offered prices will be accepted.
  - c. Strict Compliance of given Specifications. Higher Specifications will be accepted but on competitive prices of bidding process.
  - d. Quotations should be signed and stamped.
12. **Draft Contract Agreement.** Copy Enclosed. Contract will be concluded with successful bidder within Seven days of Conclusion of bid.
13. **Maximum Time of Delivery.**
  - a. Maximum Three weeks.
  - b. Right to extend time period of delivery remains with NDMA.
14. **Payments.** Will be processed as per Contract Agreement. No advance payment will be offered in this supply.



# CONTRACT

For Supply of 5000x Sleeping Bags

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

Dated \_\_\_\_\_

BETWEEN

GOVERNMENT OF PAKISTAN  
MINISTRY OF CLIMATE CHANGE  
NATIONAL DISASTER MANAGEMENT AUTHORITY

AND

M/S \_\_\_\_\_

\_\_\_\_\_

**NATIONAL DISASTER MANAGEMENT AUTHORITY**  
**ISLAMABAD**

**AGREEMENT FOR SUPPLY OF**

**XXXXXXXX**

This Agreement is made at Islamabad on \_\_\_\_\_ 2017 between the President of Islamic Republic of Pakistan (hereinafter called the "Purchaser") the First Party and **Messer's** \_\_\_\_\_(hereinafter called the "Supplier") the Second Party. The President of Islamic Republic of Pakistan shall be represented by the Director Administration, National Disaster Management Authority, Pakistan and **M/s** \_\_\_\_\_. Whereby, it is agreed that the Supplier shall, supply Sleeping Bags subject to terms and conditions as stipulated in the articles /clauses, annexes and attachments attached hereto. These articles clauses, annexes and attachments shall constitute the entire Agreement between the two parties and shall supersede any previous undertaking, commitments or representations whatsoever oral or written in this regard.

## TABLE OF CONTENTS

Clauses	Contents
	<b>General particulars of the contract</b>
Clause-1	<b>Definitions</b>
Clause-2	<b>General conditions of contract</b>
Clause-3	<b>Scope of contract</b>
Clause-4	<b>Terms of payment</b>
Clause-5	<b>Inspection</b>
Clause-6	<b>Packaging</b>
Clause-7	<b>Performance bank guarantee</b>
Clause-8	<b>Delay in performance or substandard supplies</b>
Clause-9	<b>Supplier's default</b>
Clause-10	<b>Liquidated damages</b>
Clause-11	<b>Failure/termination of contract</b>
Clause-12	<b>Amicable settlement</b>
Clause-13	<b>Force majeure</b>
Clause-14	<b>Arbitration</b>
Clause-15	<b>Subletting</b>
Clause-16	<b>Warranty / guarantee</b>
Clause-17	<b>Amendment to contract</b>
Clause-18	<b>Secrecy</b>
Clause-19	<b>Purchaser right</b>
Clause-20	<b>Contract completion / no demand certificate</b>
Clause-21	<b>Official / legal addresses</b>
Clause-22	<b>Contract coming to force</b>

## GENERAL PARTICULARS OF CONTRACT

1. Name of Purchaser National Disaster Management Authority, Islamabad.
2. Consignee Director Administration, NDMA, Islamabad.
3. Cost Debitable Head XXXX
4. Name of Supplier XXXX
5. Delivery The Supplier will be bound to provide the items at the shortest possible notice not exceeding \_\_\_\_\_ days .
6. Default by Contractor In case the Supplier defaults to supply the items at his quoted rates, the Purchaser will be at liberty to purchase the items from open source and price difference will be paid by the Supplier.
7. Contract Agreement Number Contract / NDMA /01/item /Supplier/20\_\_\_\_

## **CLAUSE – 1**

### **DEFINITIONS**

1.0 The following words and expressions shall have the meaning assigned to them as defined here under:-

1.1 **Contractual Documents** .Shall mean in the order of precedence, the Contract Agreement including all annexes and its distributed copies.

1.2 **Supply Item**. "Supply Item" shall mean the quantities of the items to be supplied by the Suppliers and when required to fulfill the Scope of Contract as defined in **Clause 3**.

1.3 **Purchase Order**. The Purchase Order shall mean the formal order issued by the Purchaser/Consignee to the Supplier to supply the Sleeping Bags as defined in the scope of Contract (**Clause 3**) as a whole or partially, as defined scope of work.

1.4 **Services**. "Services" shall mean all type of services pursuant to the Purchase Order.

1.5 **Inspection**. 100 % inspection of items shall be done by the consignee in the presence of representatives of supplier before delivery / dispatch of items at suppliers end, in accordance with the Purchase Order and inspection report shall be submitted to the Chairman, NDMA. In addition, stage inspection will also be carried out by representative of NDMA during the manufacturing of items.

1.6 **Contract Duration**. The duration of the Contract is valid for the Financial year \_\_\_\_\_ unless terminated pursuant to **Clause 11** of this Agreement and extendable for a further period of one year on the discretion of the Chairman, NDMA.

## **CLAUSE – 2**

### **GENERAL CONDITIONS OF THE CONTRACT**

The following General Conditions shall apply to this Contract:-

2.1 **Applicable Laws** The Contract shall be interpreted in accordance with the laws of Pakistan.

2.2 **Obligation of The Supplier**. The obligation of the Supplier is limited to supply the items as and when required.

2.3 **Rate Validity Period** Quoted rates will be valid for 120 days from the date of opening of tender.



2.3 **Taxes and Duties** All applicable taxes will be paid by Supplier as per Govt of Pakistan rules about taxation and duties of all kinds. Exemptions of taxes and duties for this Contract Agreement, if any vide SRO for which necessary documentation, will be provided by the Supplier with the payable invoices.

2.4 **Notices** Any notice given by one party to the other, pursuant to this Contract, shall be sent in writing or by fax (followed by email) and confirmed in writing to the address, specified for the purpose in the conditions of Contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.5 **Execution of The Contract.** Execution of the Contract will be made by the Purchaser in accordance with the terms of the Contract under its own supervision. Any damaged goods are to be replaced by the Supplier.

2.6 **Language of The Contract.** Language of the Contract will be English.

### **CLAUSE – 3 SCOPE OF THE CONTRACT**

The Supplier shall deliver the XXXXXX as specified in the Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ at \_\_\_\_\_ (City) by \_\_\_\_\_ (date) as per specifications at **Annexs-A.**

### **CLAUSE – 4 TERMS OF PAYMENT**

4.1 Payment shall be made to the supplier on acceptance of the items and on production of following documents:-

- (1) Delivery Challan (In duplicate).
- (2) Firm bill (In duplicate).
- (3) Sale tax invoice (In duplicate).
- (4) Valid Professional Tax & Income Tax exemption Certificate (If applicable).

## **CLAUSE – 5            INSPECTION**

An officer or a board of officers detailed by Chairman, NDMA will carry out detailed inspection of the items at the place of the supplier before dispatch of items and sign an acceptance certificate. Specimen of acceptance certificate is at **Annex 'B'**. Supply of sub-standard items will be rejected forthwith which will have to be replaced by the Supplier and late delivery charges as per **Clause 8** will be deducted from the payment of the Supplier. One randomly selected sample will also be sent for laboratory test.

**CLAUSE - 6            PACKAGING**            Packing of products will be of international standards and sea-worthy so as to withstand weather effects, rough handling during unloading and transportation. Marking will be made in suitable size of bold letters provided that the parts thereof shall be appropriately packed according to the manufacturer's standards.

## **CLAUSE – 7            PERFORMANCE BANK GUARANTEE**

7.1     The Supplier shall furnish an unconditional/irrecoverable Bank Guarantee from a scheduled bank of Pakistan 'A' rating within 7 days from the date of signing of Contract Agreement @ 5 % of the Contract value as Contract Performance Bank Guarantee and shall remain valid till completion of contract. If guarantee of foreign bank is provided, it should be countersigned by Pakistani Schedule bank of "A" rating.

7.2     Performance Bank Guarantee will be endorsed in favor of Director Administration, NDMA.

7.3     Performance Bank Guarantee will be provided on judicial stamped paper of Rs. 100 in accordance with approved format attached at **Annex 'C'**.

7.4     The aforesaid guarantee will be released by Director Administration, NDMA, after final closure of the Contract at the time of completion of warranty period and issue of "No Demand Certificate" by the Consignee.

7.5     In the event of unsatisfactory performance noticed by the Purchaser/ Consignee, or any breach of terms of the Contract, the amount payable to the Supplier shall be forfeited to the Government of Pakistan at the discretion of the Purchaser. Furthermore, the Supplier undertakes not to hinder/restrain encashment of Performance Bank Guarantee, provided to the Purchaser on the account of this Contract, through any court, extra judicial or any other processes, including administrative in nature, whatsoever.

**CLAUSE – 8                    DELAYS IN PERFORMANCE OR SUBSTANDARD GOODS**

8.1      Delivery of the goods shall be made by the Supplier in accordance with the time schedule specified on the work order. Late delivery of goods will be subject to penalty @ 0.5% of the delayed goods value per day.

8.2      Any un-excused delay by the Supplier in performance of delivery/project completion obligations shall render the Supplier liable to any or all of the penalties including but not limited to liquidate damages. The Supplier shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Supplier's notice, Purchaser shall evaluate the situation and may at its sole discretion extend the Supplier's time for performance in which case the extension shall be ratified by the Parties by mutual agreement.

**CLAUSE – 9                    SUPPLIER'S DEFAULT**

9.1      If the Supplier neglects to perform the Contract with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by Purchaser or any of his authorized representative in connection with the performance of the Contract or shall contravene the provision of the Contract, Purchaser may give notice in writing to the Supplier to make good the failure, neglect or contravention complained of.

9.2      Should the Supplier fail to comply with the said notice within 15 days, a reasonable time from the date of service thereof, it shall be lawful for Purchaser forthwith to terminate the Contract by notice in writing to the Supplier without prejudice to any rights, which may have accrued under the Contract to either party prior to such termination.

**CLAUSE – 10                LIQUIDATED DAMAGES**

          If Supplier fails to deliver any or all of the goods or perform the services within the time period (s) specified in the work order, Purchaser/consignee shall without prejudice to its other remedies under the Contract, shall have the right to claim liquidated damages and the Supplier shall pay to Purchaser as liquidated damages.

**CLAUSE – 11                FAILURE / TERMINATION OF CONTRACT**

11.1     Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier terminate this Contract in whole or in part.

11.2     In the event Purchaser terminates the Contract in whole or in part, Purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods and services

similar to those un-delivered, and the Supplier shall be liable to Purchaser for any excess costs for such similar goods and services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

11.3 The Time for the delivery of the stores as stipulated in the Work Order shall be taken as the essence of the Contract, all deliveries must be completed within the time period specified in the Contract. Should the supplier fail to deliver the store or any consignment thereof within the stipulated period or any extension thereof, the purchaser shall be entitled at his option to take either of following action:-

- a. To cancel the Contract and/or to purchase elsewhere store not delivered at Risk and Expense of the supplier and without notice to him. The supplier shall be liable for loss which the purchaser may sustain on this account but shall not be entitled to any gain on re-purchase.

OR

- b. To make the supplier liable to pay the stipulated liquidated damages as per liquidated damages Clause.

## **CLAUSE – 12            AMICABLE SETTLEMENT**

12.1 Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with Contract.

12.2 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

## **CLAUSE – 13            FORCE MAJEURE**

13.1 The Supplier will not be held responsible for any delay in supply of items due to events of Force Majeure such as acts of God, War, Riots, Civil commotion, Strike, lockouts, acts of foreign government and its agencies and disturbance directly affecting the supply over which events or circumstances the Supplier has no control. In such an event the Supplier shall inform the Purchaser/Consignee within 72 hours of the happening through mail /writing.

13.2 The Supplier shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.

**CLAUSE – 14            ARBITRATION**

14.1 All matters of dispute or difference regarding rejection of items by the Inspection Team or cancellation of the Contract by the Purchaser to failure or performance, arising out of this Agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this Agreement, shall be referred to grievance committee as constituted under PPRA Rules

14.2 If a party has any objection on the decision of the Grievance Committee, the case would be referred to Chairman, NDMA, whose decision will be final.

14.3 In the course of arbitration the Contract shall continuously be executed except that part which is under arbitration.

14.4 All proceedings under this Clause shall be conducted in English language and in writing.

**CLAUSE – 15            SUBLETTING**

15.1 The Supplier and his representative will be entirely responsible for execution of the Contract in all respects according to the terms of the Contract. The Supplier shall also ensure to take the responsibility of all the work assigned to him.

15.2 Subletting is not allowed.

**CLAUSE-16            WARRANTY / GUARANTEE**

16.1 The supplier shall furnish warranty as per specimen (attached as per Annex 'C') for the store against any defect in material workmanship etc for a period of \_\_\_\_\_ months/years from the date of receipt of store by consignee.

16.2 The Supplier warrants that all materials and workmanship will be to the highest grade and consistent with the established and the generally accepted standard for stores of the type ordered, and in full conformity with the specification and drawings. The Supplier further agrees

to protect the Purchaser and save him from any loss, damage or expense whatsoever including lawyer's fees that the Purchaser may suffer as a result of failure of the stores to be as warranted, and this warranty shall remain effective after inspection of, payment for, and acceptance of goods as to the patent or latent defects. The supplier further agrees to replace FOR point of manufacture and material which may prove defective within twelve month after its arrival at consignee's end. Payment of the full/part price on proof of dispatch shall not absolve the Supplier of his responsibility under the contract to supply stores of the requisite description and in the quantity required and the Supplier shall promptly settle any claim made by the Purchaser on that account

**Note:** Any deviation to this clause will be wither prior approval of Competent Authority

**CLAUSE-17            AMENDMENT TO CONTRACT**

Contract may be amended/modified, to include fresh clause(s) or modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.

**CLAUSE-18            SECRECY**

The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not by communicated to any person, or to any press or agency.

**CLAUSE-19            PURCHASER RIGHT**

The purchaser reserves the right of deletion, addition and cancellation of the contract in part or full without assigning any reason whatsoever and without financial repercussion on either side within xxx days after the signing of contract such information will be passed to the Supplier on his legal address by the purchaser through the fastest possible means i.e Telephone, Fax, Telex, Cable Telegram etc.

**CLAUSE – 20            CONTRACT COMPLETION/NO DEMAND CERTIFICATE**

Supplier will submit a CONTRACT COMPLETION CERTIFICATE stating that no stores/goods/items/services contracted for are outstanding against the contract, to the procurement agency on the successful culmination of contractual obligations in the contract. Whereas concurrently indentor will certify through a 'NO DEMAND CERTIFICATE' that demand

placed on the Procurement Agency has been fulfilled as per terms and conditions of the contract.

**CLAUSE-21            OFFICIAL/LEGAL ADDRESSES**

21.1 The official legal address on which the official/legal correspondence would be exchanged between the two parties with respect to the contract as under:-

- a. Purchaser address
- b. Supplier address
- c. Consignee Address
- d. inspection authority/inspector address

21.2 In case of change of any of the above addresses on the part of purchaser/supplier shall be notified immediately to the other party by a registered letter through the fastest means indicating his new corresponding/legal address, otherwise all correspondence sent to his address stated in the contract will be considered as correctly directed.

**CLAUSE-22**

**CONTRACT COMING INTO FORCE**

This Contract comes into force upon its signatures on this \_\_\_\_\_

**SIGNATURES**

PURCHASER – NDMA

SUPPLIER – M/S \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

For and on behalf of the President of Islamic Republic of Pakistan For and on Behalf of \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Witness No 1: (Purchaser)**

**Witness No 2: (Supplier)**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No: \_\_\_\_\_

CNIC No: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTERSIGNED**

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Dated: \_\_\_\_\_



**SPECIFICATION OF SLEEPING BAG**

<b>Ser</b>	<b>Parameters</b>	<b>Specification/Values</b>
1.	Make, Shape and Design	Double layer, mummy shape with two inside pockets
2.	Complete weight with packing bag	4200 – 4500 gms
3.	CLO value	
	a. Inner Layer	5.34 (Min)
	b. Outer Layer	6.36 (Min)
4.	Weight of Down filling	Not less than 1000 g for single layer and 2100 $\pm$ 100 g when both layers added
5.	Goose down composition %age	90 / 10
6.	Fill power (cu inch / oz)	Not less than 700
7.	Outer layer fabric	
	a. Material	Nylon
	b. Weight / square mtr	85 $\pm$ 10 g
	c. Weave	Rip stop
	d. Thread / 25 mm	
	(1) Warp	220 $\pm$ 5
	(2) Weft	135 $\pm$ 3
	e. Dye Fastness to	
	(1) Washing	GS No. 4 or better
	(2) Light	Class V or better
	(3) Rubbing	GS No. 4 or better
	f. Water repellency	Rating 100 – No sticking or wetting of specimen face
	g. Hydrostatic pressure	Over 2000 mm
	h. Fire retardant	Yes
	i. Down proofing	Yes
8.	Inner layer fabric	
	a. Material	Nylon
	b. Weight / square mtr	55 $\pm$ 5 g
	c. Weave	Rip stop
	d. Thread / 25 mm	
	(1) Warp	205 $\pm$ 5
	(2) Weft	145 $\pm$ 3
	e. Denier	
	(1) Warp	30 $\pm$ 2 Den

	(2) Weft	30 ± 2 Den
	f. Dye Fastness to	
	(1) Washing	GS No. 4 or better
	(2) Light	Class V or better
	(3) Rubbing	GS No. 4 or better
	g. Down proofing	Yes
9.	Zip (YKK) 2 way	
	a. Material	Nylon
	b. Lateral Str	Satisfactory (500 Cycles)
10.	Velcro (Male / Female)	
	a. Material	Nylon
	b. Width	25 and 30 mm
	c. Shear Strength	6.0-12.5 lbs/in <sup>2</sup>
	d. Peeling Strength	0.8-0.9 lbs/in
11.	Cord for closing	Nylon / polyester
12.	Sewing thread	Nylon / polyester
13.	End stopper	Plastic
14.	Packing bag	
	a. Fabric	Nylon, plain, water proof & fire retardant
	b. Webbing	25 mm Nylon
	c. Buckle	Plastic
15.	Dimensions	
	a. Outer Layer	
	(1) Length	220± 10 cm
	(2) Width	85± 5 cm
	b. Inner Layer	
	(1) Length	205± 10 cm
	(2) Width	80± 5 cm
	c. Foot Box	
	(1) Outer Layer	
	(a) Width	42± 2 cm
	(b) Height	32± 2 cm
	(2) Inner Layer	
	(a) Width	35 ± 2 cm
	(b) Height	28± 2 cm
16.	Operating temperature	Up to minus 40 °C

**Annex 'B'**

To NDMA Contract Agreement  
Contract / NDMA/ 01 / Item / Supplier / 20...

**ACCEPTANCE CERTIFICATE**

Place: Islamabad, Pakistan

Date: \_\_\_\_\_ 20...

In accordance with Contract No. Contract / NDMA / 01 /item / Supplier / 2018 signed by National Disaster Management Authority of Pakistan and Supplier, after detailed and friendly visual inspection & physical inventory by both sides, the Acceptance Committee from Purchaser side found the items both in quality and quantity as satisfactory.

In Witness thereof, both parties have signed this Acceptance Certificate, which comes into force on XXX.

For and on behalf of

For and on behalf of Supplier

NATIONAL DISASTER MANAGEMENT AUTHORITY. M/S \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC Number: \_\_\_\_\_

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

Designation: \_\_\_\_\_

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



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 defences 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 (Supplier) has duly performed his obligations under the Contactor 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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
Name, Title & Address

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