

**GOVERNMENT OF PAKISTAN**  
**HQ NATIONAL LOGISTIC CORPORATION**  
**INVITATION TO TENDER FOR SUPPLY OF REFURBISHED WHEELED**  
**EXCAVATORS & MOBILE CRANE 15-25 TON TO TENDERERS - WORDS OF**  
**CAUTION**

1. **Participation of Tender**

a. The tender can be participated by following: -

- (1) OEMs (Original Equipment Manufacturers)
- (2) Authorized Dealers having Backup Support Services in Pakistan with sustained financial capability
- (3) Importer of Refurbished Plants & Eqpt.

2. **Eligibility / Bid Qualification Criteria**. The bidder must prove his eligibility by completing the Bid Qualification Criteria as listed in **Annex 'A'**.

3. **Special Conditions**

a. The offer must include following as responsibility of the contractors: -

- (1) Commissioning of the equipment
- (2) Warranty as per requirement of NLC / OEM.
- (3) Technical Brochure (English).
- (4) Software (English Version).
- (5) After sales support in terms of spares and maintenance.

b. Prices should be quoted on FOR Rwp basis.

c. Offer must accompany the schedule to this tender (NL-2) duly completed.

d. Collaboration of License/Certificates by OEM.

e. Location of manufacturer / Supplier / Manufacturing facility be attached.

- f. NLC reserves the right to reject all bids at any time prior to the acceptance or to increase / decrease the quantity **during or before finalization of contract.**
- g. The equipment where a vehicle is involved, it must be **Right Hand Drive.**
- h. For local supplier/manufacturer only those firms can participate who are on the Active tax Payer List of FBR.
- i. Certificate from the OEM that all major assemblies / components (including tyres) fitted with quoted equipment are from same origin/region
- j. Firm to also certify that no Indian made assembly/part has been fitted in the equipment or component/spare used in the major assembly of the main equipment.
- k. Financial quotes (duly sealed) for each of the equipment be submitted in a separate envelope.
- l. Maintenance schedule requiring change of consumable parts be also submitted with each equipment/technical offer with price list of those consumable parts.
- m. Firm will provide all type of filters free of cost and other consumables for 1x year maintenance.
- n. Firm will carry out inspection and maintenance of the equipment after every 6 months free of cost and will sign a certificate to the serviceability effect of the equipment during the warranty period.
- o. Offer through fax/ email will not be accepted.
- p. Offer not received as per NLC requirement is liable to be rejected at any stage of the tender.

**Note:** Offers not complying with the above special instructions in addition to other conditions will NOT be entertained.

4. **Rejection of Bid.** A bid can be rejected under following circumstances: -

- a. Bids not qualifying the bid evaluation criteria as mention **in annex 'A'**

- b. Offers not accompanied with complete technical specifications of items being offered and not supported with detailed technical brochures.
  - c. Non responsive bid to any required criteria / specification
  - d. Non submission of Tender Fee & Bid Security
  - e. Late submission of tender from given date & time
  - f. Offers not complying with the special conditions (para 3) in addition to other conditions
  - g. **Particulars and Specifications**. Standard particulars, and specifications is attached as Annex 'B'
5. **Delivery of Tender**. The original copy of the tender is to be enclosed in double cover. (i) Technical Offer (ii) Commercial Offer, separately. The covers should be sealed and bear tender Enquiry Number and date of opening, while the outer cover should bear only address of this office without any indications.
6. **Date and Time for Submission of Tender**
- a. Tender must reach HQ NLC Harding Road RA Bazar Near AFIRM Rawalpindi by the date and time specified in tender notice by hand or by post.
  - b. Tender must be dropped in the tender box before given time.
  - c. NLC will not be responsible for delay occurring in post.
7. **Price**
- a. The prices quoted must be as per accounting unit as shown in the schedule to tender, inclusive all Taxes/duties, packing and delivery charges as and when required.
  - b. Firms to quote separate price for accessories/allied components being manufactured/supplied locally in PKR.
  - c. The prices must be quoted in figure and words at the appropriate space of the schedule to tender on **FOR Rwp basis**, Additional information, if any, must be linked with entries on the schedule of tender.
  - d. The firms must quote prices inclusive of all taxes, packing, delivery charges or installation etc as per format attached at **Annex "C"**.

- e. FOR price must be supported by original Proforma invoice of the OEM/Manufacturer/Principle giving following details/breakdown: -
- (1) Cost of the equipment on FOR.
  - (2) Cost of Locally supplied item (if any) – OEM to specify the details of locally supplied parts/items (in Pak Rs).
  - (3) Cost of optional items (if any).
- e. Prices must be firm and final on FOR Rwp basis.
8. **Validity of Offers.** The validity period of quoted rates must be indicated and should be at **least 60 days** from the date of opening the tender without any condition, extendable for further processing of the case, if required.
9. **Delivery Period.** The delivery of the stores is required as stated in the schedule to, tender i.e. within **120 days**. Amendment in delivery time will not be accepted. Any changes / routine amendments in LOI would not affect delivery time being a routine matter between purchaser and seller.
10. **Shipping Instructions:**
- a. Equipment will be taken over by NLC Marine & Air Services (MAS) at the port of loading.
  - b. Arrangement of the vessel, freight, insurance and in country move will be the responsibility of NLC MAS.
  - c. Shipment must not be made on any ship which is ongoing to INDIA and ISRAEL.
  - d. In the event of the supplier not being able to deliver the goods within the specified time, as per delivery schedule, the supplier shall give at least 30 days' prior notice to the purchaser and the shipping company.
13. **Packing.** Equipment packing will be of international standard and seaworthy so as to withstand rough handling during loading, unloading and transportation. Marking in suitable size bold letter provided that the parts thereof shall be appropriately packed according to the manufacturer's standard.

Consignee: \_\_\_\_\_

Manufacturer's Name and Address: \_\_\_\_\_

14. **Pre-Delivery Inspection**
- a. Pre-delivery inspection of complete items / equipment will be carried out at firm's premises abroad before shipment, by 3 x member team of NLC on supplier's expense for a period of 3 - 5 days excluding traveling time.
  - b. Inspection will include Quantity, Quality, Conformation to the agreed specification as per LOA / Contract agreement.
  - c. Firm will dispatch the items / equipment to prescribed locations as mentioned in schedule of tender.
15. **Final Inspection**. Final inspection of the equipment will be carried out in Pakistan after delivery and installation at designated location by the team of NLC
16. **Arbitration**. Any bidder feeling aggrieved by any act of procuring agency after submission of his bid and prior to award of the contract may lodge a written complaint to procurement agency under Rule - 48 PPRA.
17. **Publication** The supplier will provide the following publication pertaining to equipment under purchase in English language free of cost in hard and soft copies: -
- a. User's Manual
  - b. Maintenance Manual
  - c. Part Catalogue
  - d. Workshop Manual
  - e. Software backup
  - f. Diagnostic Equipment (**Free of cost if any**)
18. **Tools and Accessories**. The supplier will provide the standard tools (**OEM**) of the vehicle and **Plant and Machinery** mounted on the vehicle separately free of cost in steel boxes along with locking arrangements.
19. **Risk and Expense**. Failure to supply the goods quoted or failure to meet the commitment made regarding delivery schedule, specifications, short supplies etc, will authorize HQ NLC to purchase the items at firm's risk and cost.

20. **Inspection After Installation/Commissioning** Supplier will ensure installation and commissioning of the equipment within **15-30 x days** of clearance from Karachi port/inspection. Final and stage inspection will be carried out by the board of officer detailed by consignee/ HQ NLC after installation/ commissioning of the equipment at site.
21. **Training.** Supplier will provide **OEM certified** operational training and maintenance training to NLC Staff at delivery site free of cost.
22. **After Sales Services Support**
- a. **1<sup>st</sup> service after installation will be the responsibility of the bidder free of cost.**
  - b. The firm's principals will guarantee availability of stores, spare parts, accessories, software updates and technical/ repair/ maintenances including Technicians for the next 5 years and that the cost will not be increased more than **3% every year.**
23. **Clientage List and Population of Equipment** As per annex 'B'
24. **Financial Health** Financial status / health of supplier be provided attaching:
- a. Bank Statement.
  - b. Tax Details.
  - c. Turnover for last three years.
25. **Force Majeure.** The supplier will not be held responsible for any delay occurring the supply of contracted stores due to event of force majeure such as Act of God, War, Riots, Civil Commotion's Strikes, lock out or disturbance directly affecting the supply over which the supplier has no control. In such an event the contractor shall inform the Purchaser within 15 days of the happening in writing. Non-availability of raw material for the manufacture of stores or the export permit for the export of the contracted stores from the country of its origin shall not constitute Force Majeure.
26. **Late Delivery.** Late Delivery charges will be imposed @ 1% per month on total cost of contract with effect from original delivery date and will be calculable accordingly in days also.

27. **Terms of Payment** 100% will be made after delivery and Final Inspection after installation and issuance of CRV (Certified Receipt Voucher) by the consignee.
28. **Tender Fee and Bid Security.** Both will be prepared in the shape of bank draft in favor of **National Logistic Corporation HQ Main Account** and submitted as following: -
- a. **Tender Fee.** Rs 2,000 must be attached with Technical offer.
  - b. **Bid Security.** Rs 200,000/- in sealed envelope (**mentioning Name of Bank and Draft Number & Date**) must be attached with Technical offer. Same will be opened with financial offer.
29. **Bank Guarantee**
- a. Performance Bank guarantee valuing 5% of the contract value must be provided / deposited by the successful firm for award of contract, within 15 days from the signing of the contract / issuance of Letter of Intent (whichever is earlier).
  - b. The Guarantee should be from a schedule bank of "A" rating and valid till one month after warranty period.
30. **Warranty Period.** Firm will provide comprehensive warranty of complete equipment including engine, tyres, batteries etc of 2 years or 2000 hours Operational (whichever is earlier) or for duration specified by OEM (whichever is more).
31. **Comparison Chart.** Firms will also attach comparison chart and response to all queries/ requirement in **Annex 'B'** as part of their technical offer: -

<b>NLC Specification</b>	<b>Firms Specification</b>	<b>Complied with or Not</b>	<b>Ref of OEM Brochure/Technical Manual</b>

32. **Evaluation.** Technical offer of bidders found eligible and qualified as per **Annex 'A'** will be evaluated. Technical offers not meeting the specification as per **Annex 'B'** & **Annex 'C'** will be disqualified.

General Manger Procurement  
HQ NLC



**HEADQUARTERS NATIONAL LOGISTIC CELL**  
**GENERAL CONDITIONS GOVERNING CONTRACT**

1. Tender will be opened at HQ NLC Harding Road RA Bazar Near AFIRM Rawalpindi at Date and Time mentioned in the newspaper ad.
2. Tender will be submitted in accordance with PPRA Rule 36 (b) i.e. Single Stage – Two Envelope Procedure
3. Detail of Plant/equipment required to be procured is as under: -

<b>Ser</b>	<b>Nomenclature of Store / equipment</b>	<b>Quantity</b>	<b>Consignee</b>
a.	Wheel Excavator	4	4 x ATIN Mandra Rwp
b.	Mobile Crane 15-25 Ton	4	4 x ATIN Mandra Rwp



**NL-3**

Address\_\_\_\_\_

Telephone\_\_\_\_\_

Code Used\_\_\_\_\_

From: \_\_\_\_\_

To: **THE DIRECTOR GENERAL  
NATIONAL LOGISTIC CELL QMG's BRANCH  
R.A. BAZAAR GHQ RAWALPINDI**

Dear Sir,

1. I/We hereby offer to supply to the Director General NLC, stores as per detail in the Scheduled hereto or such portion thereof as you may specify in the contract at the prices given in the said schedule and agree to hold this offer open till \_\_\_\_\_ . I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/We hereby certify own eligibility as per Annex 'A' to NL-1.
3. I/We have understood the instructions to Tenders and Conditions of Contract as laid down in form NL-2 to "General Conditions Governing Contracts" and have thoroughly examined the specificity/drawing and or pattern quoted in the schedule hereto and am/are fully aware to the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.
4. Recommended technical manual/ data are also enclosed with the offer.
5. The following pages have been added to and form part of this tender.

Your faithfully

(Signature of Tendered)

Address\_\_\_\_\_

Dated \_\_\_\_\_

Signature of witness\_\_\_\_\_

Address\_\_\_\_\_

**Annex "A"**

**BID QUALIFICATION CRITERIA**

<b>Ser</b>	<b>Check List</b>	<b>Yes/No</b>	<b>Remark</b>
a.	Tender Fee		
b.	Earnest Money		
c.	Company Registration		
d.	Copy of NTN / STRN and Active Tax Filler Certificate		
e.	Authorization Letter from OEM (for dealers)		
f.	Complete Tech Data of Equipment and OEM Brochure/technical manual (Annex 'B')		
g.	60 x Days Offer Validity		
h.	Confirmation of Delivery Period		
i.	Comparison Chart with user proposed specification (Annex 'B') response to all queries/requirements in full (Annex 'B').		
j.	Not Blacklisting Affidavit (Stamp Paper)		
k.	Certificate to accept all conditions of tender without exception.		
l.	List of Major Clients and equipment provide (Annex 'B').		
m.	Hierarchy of the firm along with portfolio of owner & top management be attached		

**Note:** No row of remarks column to be left blank. Blank row will be considered non-compliant

## SPECIFICATIONS - WHEEL EXCAVATOR

### GSR EXCAVATOR WHEELED

1. **Wheeled excavators.** Due to a val and local market success, 4x Doosan DX140W (wheeled excavator) be procured for ATINs. It is a medium-sized, mobile construction machine designed for versatility, with specifications varying slightly across generations (such as the DX140W-3 and DX140W-5). It is commonly used for municipal work, road construction, and utility projects due to its ability to travel quickly between sites. Key performance features are: -

#### **a. Engine and Performance**

- **Model:** Typically powered by the Doosan DL06 or DL06K diesel engines.
- **Power Output:** Ranges from approximately 132 hp (99 kW) to 137 hp (102 kW), depending on the specific sub-model (e.g., DX140W-5).
- **Travel Speed:** Max speed is generally around 37 km/h.
- **Operating Weight:** Approx. 13.75 to 15.9 tonnes (13,750–15,900 kg).

#### **b. Dimensions (General)**

- **Transport Length:** ~7.25 meters to 8.04 meters.
- **Transport Width:** ~2.5 meters.
- **Transport Height:** ~3.05 meters to 3.6 meters.
- **Wheelbase:** ~2.6 meters to 2.8 meters.

#### **c. Excavation Performance**

- **Max Digging Depth:** ~4.49 to 4.58 meters.
- **Max Horizontal Reach (Ground Level):** ~7.37 to 7.5 meters.
- **Bucket Capacity:** Generally, between 0.58 m<sup>3</sup> and 0.59 m<sup>3</sup>.
- **Bucket Digging Force:** Approximately 8.13 tonnes.

#### **d. Key Features**

- **Hydraulics:** Variable displacement piston pump with a maximum flow rate of roughly 200–205 L/min.
- **System Pressure:** ~34.3 MPa (4,975 psi).
- **Axle Configuration:** 4x4.

- **Capabilities:** Often equipped with a dozer blade and outrigger stabilize.



2. **Mobile Cranes.** Mobile cranes with capacity of 15-25 ton lifting capacity of good brands like KATO, TADANO, OMEGA be procured. In case these brands are not available, Chinese brand cranes can be provided.

NLC



**SPECIFICATIONS – MOBILE CRANE**

**GSR MOBILE CRANE 15-25 TON**

<b><u>Ser</u></b>	<b><u>Description</u></b>	<b><u>Specifications</u></b>
1	Country Origin	European / Japanese / USA or Equivalent from one of the top OEM as per <b>Appendix - I, Appendix - II &amp; Appendix - III</b>
2	Model	Latest Model / Current production
3	Crane Capacity	15-25 Ton
4	<b><u>Engine</u></b>	
	a Make	6x Cylinder, 4x Cycle direct injection, Water Cooled, Diesel Engine with turbo charger
	b Torque	900-960 N-m /1300-1400 rpm
	c Power	165 -185 Kw
5	<b><u>Boom</u></b>	
	a Lifting capacity	15-25 ton at 3m – 3.5m (Min)
	b Max Lifting Height	(1) Base Boom: 10.2m (2) Fully extended boom with jib: 30m-39m
	c Boom derricking angle	-2° to 80°
	d Boom Section	4-5 Min
6	Outrigger Span	Four - Point supporting ensures easy operation and strong stability.
7	Type of Drive	4x4, 4x2 (RHD)
8	Travelling speed	45 Km/hr (minimum)
9	Emission Std	Euro-III or higher
10	Transmission	Manual / Automatic Transmission
11	PTO	PTO Pump
12	Swing	360° Swing
13	Axle type	Steer type / planetary drive
14	Inter Axle Differential Lock	Traction adding device that locks Axles operated by a switch by the carrier cab
15	Suspension	Hydro – Pneumatic
16	Steering	Full hydraulic power
17	Service brake	Air-over hydraulic disk brake on 4 wheels (2 circuits) ABS equipped with svc brake lock including emergency and parking brake
18	Electric Sys	24V
19	Fuel Tank Capacity	200-300 lit (min)
20	Hydraulic system oil pump	4 Gear type hydraulic pump system (min)

21	<b>Tyre Size</b>		
	a	Front size	1100 R20 - 16 PR or OEM standard
	b	Rear size (Dual Type)	
	c.	Spare wheel	To be provided
22	<b><u>Should be able to achieve fol:-</u></b>		
	a	Gradeability	29%-35% with full load
	b	Turning radius	9m -10m (Max)
	c.	Ground Clearance	280-300mm (min)
23	<b><u>Performance</u></b>		
	a	Approach angle (degree)	21 (min)
	b	Departure angle (degree)	11 (min)
24	<b><u>Dimension (Veh)</u></b>		
	a	Overall length	≤ 12 -12.4 m Or OEM Standard as per lifting capacity
	b	Overall width	≤ 2.5 - 3 m Or OEM Standard as per lifting capacity
	c	Overall height	≤ 3 - 3.3 m Or OEM Standard as per lifting capacity
	d	Wheel Base	4.7-5m
25	<b><u>Mass</u></b>		
	a	GVW	22000-24500 Kg (Approx)
	b	Front Axle Weight	6000-7000 Kg (Approx)
	c	Rear Axle Weight	17000-17500 Kg (Approx)
26	<b><u>Cabin</u></b>		
	a	Should be user friendly and optimized with gadgetries/ latest equipment with Air Conditioner and heater	
	b	Sliding doors, wide visibility	
	c	Front and upper window with wind screen wipers	
	d	Upper window should open	
	e	Tiltable cab, Fully adjustable seat, auto shockproof suspensions equipped with tilt able arm, rests with integrated hand controls for crane operation. Electro proportional joysticks, Load indicator with graphic interface and environmental friendly cab	

27	<b>Should have fol safety devices: -</b>	
	a	Brake fluid leakage warning device
	b	Suspension lock device
	c	Boom failing prevention device
	d	Over hoist prevention device
	e	Air Filter Warning Device
	f	Drum Lock device
	g	Irregular winding prevention device
	h	Outrigger lock device
	i	Stewing lock device
	j	Voice alarm device for ACS moment limiter
	k	Svc brake lock
	l	Engine overrun alarm
	m	ACS (Automatic Crane Stopper)
	n	Digital display of seven factors (safety lvl, boom angle, working radius, critical load, actual load, max hook lift)
	o	Automatic winch brake
	q	Hydraulic safety valve
	r	Auxiliary winch drum and motor
	s	Wire pole and hook for Auxiliary hoist
	t	Defroster
	u	Should have variable boom elevation and extension speed
	v	Should have main winch and aux winch with variable speeds
	w	Outriggers width should be less than 7m - Outrigger width = 3.65m (each side)
	x	Fly Jib - 8m Fly Jib Lattice type side stow able or boxed type, side stow able (both with angular offsets)
	y	PTO Hr Meter
	z	Tyre Inflator
	aa	Rear wheel Steering lock
	bb	Seat Belt for Dvr and Co Dvr
28	<b><u>Certificate</u></b>	
	Documentary proof from OEM of quoted model by the firm to be given /attached. In case verification is challenged at any stage between offered and supplied equipment or equipment found to be used or refurbished the Supplier will be responsible.	
29	<b><u>Quality Standards</u></b>	Compliance with international standards and conformity certificate.

30	<p><b><u>ILS Package</u></b></p> <p>a. Repair &amp; Maint Svc Facility. Proper log backup sp and repair/ maint svcs/ facility aval in Pakistan through auth dealership/ svcs agents and centers.</p> <p>b. <b><u>Publication</u></b>            (1) Op Manual            (2) Workshop Manual            (3) One set per piece in addition three extra sets will be supplied with the equipment. CDs of the same will also be provided.</p> <p>c. <b><u>Part Catalogue Book</u></b>. CDs/ Online Part Catalogue Book be provided for demanding spare parts/ tool items.</p> <p>d. <b><u>Technical Manual</u></b>. Firm to specify test equipment, fault diagnostic system etc for carrying out troubleshooting.</p> <p>e. <b><u>Operator's Tools</u></b>. One set of operator's tools per piece for normal maintenance to be supplied with the equipment. List of tools offered be attached with the offer.</p> <p>f. <b><u>Driver's/ Operator Training</u></b>. Initial &amp; refresher training of drivers and mechanics be offered at delivery sites.</p>	
31	<p><b><u>IPL</u></b>.</p> <p>a. Manufacturer to offer free of cost (fast moving spares) with plant. List be attached with the offer.</p> <p>b. Manufacturer's price list of all spares /assemblies be provided with prices in FE, Pak Rs, applicable duties and offered discount.</p> <p>c. Certificate guaranteeing availability of spares for the next 10 years in Pakistan be provided.</p> <p>d. Life cycle cost, including mandatory change lubricants, filters, expendables, likely change parts / assemblies and repairs be provided for 5 years with cost availability in Pakistan.</p>	
32	<b>Warranty</b>	2 Years / 3000 operational hours or manufacturer specified whichever is more.
33	<b>Acceptance Test Procedure (ATP) of the Equipment</b>	The supplier firm will provide the acceptance Test Procedure (ATP) of the equipment of same model and quality check sheets from OEM to facilitate the pre-shipment inspection team. The ATP will be finalized in consultation with NLC user.
34	<b>Knockout Parameters for Technical Evaluation</b>	
	a.	Life Cycle Cost

b.	List of Clients in Pakistan
c.	After sales service facilities available in Pakistan
d.	Crane performance
e.	Brand & International rating



**Annex “D”**

**Tender No:** \_\_\_\_\_/FOR/NLC/2022

1. Financial offer must be as per following formats: -

<b>Ser</b>	<b>Item</b>	<b>Quantity</b>	<b>Unit Cost FOR</b>	<b>Total cost FOR</b>
a.	Wheel Excavator	4		
b.	Mobile Crane 15-25 Ton	4		

**Note**

- a. Price is required to be quoted on **FOR Rwp** basis. Brochure / manufacture specifications (in original) must be attached.



Annex "E"

Guarantee No. : [Insert]  
Date of Issuance : [Insert]  
Date of Expiration : [Insert]  
Amount of L/G : [Insert amount]  
[Insert amount in words]  
Name of the Principal (Contractor) : [Insert]  
Address of the Principal (Contractor) : [Insert]  
Name of the Guarantor/Warranter  
(Bank) : [Insert name]  
Address of the Guarantor/Warranter  
(Bank) : [Insert branch address]  
Letter of Acceptance : [Insert letter No. and date]  
To (Employer) : National Logistic Corporation (NLC), HQ  
NLC  
Harding Road, R.A Bazar, Saddar,  
Rawalpindi.

**WHEREAS**, pursuant to the submission of a successful bid by M/s [Insert Entity name] (hereinafter referred to as the "**Contractor**"), a [legal status of the entity] registered under [insert relevant law], having its registered office at [Insert address], the National Logistics Corporation (hereinafter referred to as the "**Employer**"), on [Insert date], issued a letter of acceptance (hereinafter referred to as the "**LOA**");

**AND WHEREAS**, in compliance with the terms and conditions of the LOA, and upon the request of the Contractor, [Insert Bank Name] (hereinafter referred to as the "**Guarantor**") hereby undertakes to pay the amount due and payable under this guarantee (hereinafter referred to as the "**Guarantee**") without any demur, by way of a written demand notice (hereinafter referred to as the "**Demand Notice**") in order to secure the performance of the Contractor's obligations under the LOA, including, *inter alia*, [Insert a brief description of the obligations] (hereinafter referred to as the "**Guaranteed Obligations**");

**AND WHEREAS**, the condition precedent of this Guarantee is such that the Contractor has accepted the Employer's LOA;

**NOW THEREFORE**, in pursuance of the terms and conditions of the LOA, and at the request of the Contractor, we hereby affirm that we the Guarantor, as named above, are responsible to you, on behalf of the Contractor, for a total amount of [Insert amount of Guarantee] [Amount in words] (hereinafter referred to as the "**Guaranteed Sum**"), and held firmly bound unto the Employer for the foregoing amount. We undertake to pay the Employer, upon its first written application and without cavil or argument within three (03) days of the receipt of the written demand (the "**Due Date**"), any sum(s) within the ambit of [Amount of Guarantee], without requiring the Employer to prove any specific grounds or reasons for the demand put forth for the sum specified therein;

**PROVIDED THAT**, the Guarantor hereby binds itself unconditionally and irrevocably, and undertakes and guarantees to pay the Guaranteed Sum, as primary obligor and not merely as surety, without protest or demur and without reference, notice or recourse to the Contractor or any other person, and hereby expressly waives all rights to deny its obligation to the Employer

irrespective of any dispute, difference or disagreement between the Contractor and Employer or contest by any other party or person;

**PROVIDED FURTHER THAT**, at any time during the validity of this Guarantee, the Employer may, at its sole discretion and decision, demand payment of the entire Guaranteed Sum, or any portion thereof, from the Guarantor. The decision of the Employer as to the Contractor's default, delay, or failure in performing the Guaranteed Obligations shall be final and binding on the Guarantor, which shall not be questioned by the Guarantor in any manner whatsoever;

**PROVIDED FURTHER THAT**, this Guarantee shall remain in full force and be effective for a period up to [Insert duration], and any extension(s) thereof, and the Guarantor's obligations under this Guarantee shall be for payment of the Guaranteed Sum or part thereof as may be demanded by the Employer from time to time;

**PROVIDED FURTHER THAT**, the Employer may, if and when and in such manner as the Employer in its sole discretion deems appropriate, grant time or other indulgence to or accept or make any composition or arrangement with the Contractor and/or vary, renew, discharge, realize, release, enforce or deal with any other securities, guarantees, obligations, decrees, contracts, or agreements, now or hereinafter made or held by the Employer, and such acts shall not affect in any way whatsoever the Employer's rights under this Guarantee, and shall not affect in any way whatsoever the Guarantor's liability hereunder, or discharge the Guarantor from its obligations under this Guarantee;

**PROVIDED FURTHER THAT**, demands under this Guarantee may be made from time to time in accordance with its terms. Partial payments of the Guaranteed Sum shall not discharge this Guarantee and this Guarantee shall remain in full force and effect in accordance with its terms for the difference from time to time between the aggregate total of the partial payments made and the Guaranteed Sum;

**PROVIDED FURTHER THAT**, no delay or failure to exercise any right or remedy under this Guarantee by the Employer shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by the Employer shall be valid unless made in writing;

**PROVIDED FURTHER THAT**, no set-off, counter claim, reduction, or diminution of any obligation that the Guarantor has or may have against the Employer shall be available to it against the Employer in connection with any of its obligations to the Employer under this Guarantee. The Guarantor shall make all payments under this Guarantee in [Insert currency] and in full, without set-off or counterclaim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the Due Date to the Employer, provided that if the Guarantor is required to make any deduction or withholding from such payments under applicable law, it shall pay to the Employer such additional amount necessary to ensure that the Employer receives an amount equal to the amount which it would have received had no such deduction or withholding been made. In the event under the laws of the Islamic Republic of Pakistan the payment of the Guaranteed Sum in a currency other than Pakistan Rupees is prohibited or becomes unlawful, or the due execution, validity, enforceability or performance of the obligations of the Guarantor hereunder is questioned by any Court, the State Bank of Pakistan or other competent authority or agency with jurisdiction over the Guarantor on the grounds of the Guaranteed Sum being denominated in a foreign currency, this Guarantee shall secure and shall be deemed always to have secured the Guaranteed Sum in equivalent Pakistan Rupees calculated at the average of the National Bank of Pakistan Telegraphic Transfer & On – Demand

selling rate for United States Dollars prevalent on the date of issuance of this Guarantee and payment of the whole or part of the Guaranteed Sum as demanded by the Employer may in such event be made by the Guarantor in Pakistan Rupees;

**PROVIDED FURTHER THAT**, the Guarantor hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and has obtained all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor under the laws of the Islamic Republic of Pakistan. In addition thereto, the signatory to this Guarantee are the Guarantor's duly authorized officers;

**PROVIDED FURTHER THAT**, this Guarantee shall expire at the official closing of the counters of the Guarantor, [Name of the Branch] [City], on [Expiry date] (hereinafter referred to as the "**Expiry Date**"). Except for demands made by the Employer under this Guarantee on or before the Expiry Date, the Guarantor shall stand fully discharged and released from any and all obligations, claims and liabilities under this Guarantee whether or not this instrument of Guarantee is returned to the Guarantor;

**IN WITNESS THEREOF**, the Guarantor executes this instrument which shall be unconditional and irrevocable, under its seal per his bounden duty on the date specified above, the name and corporate seal of the Guarantor hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

For and on behalf of [insert bank name] and [insert branch address]

Dated [Insert date], [Insert year], at [Insert location]

**Witnesses:**

**Witness # 1:**

**Witness # 2:**

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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