

# TENDER DOCUMENT



**Water Proofing and Required Paint of CGI Sheet Roof of Electrical Engg., Computer Engg. & Mathematics department at CUI Wah**

**Tender No: CUIW/PS/TEN/25-26/36  
(Single Stage - Two Envelope Basis)**

**COMSATS University Islamabad Wah Campus  
G.T. Road, Wah Cantt  
Land Lines - 051-4534200-2  
Fax 051-454685**

# Tender Notice

## COMSTS University Islamabad, Wah Campus

### **Water Proofing and Required Paint of CGI Sheet Roof of Electrical Engg., Computer Engg. & Mathematics department at CUI Wah**

COMSATS University Islamabad-Wah Campus, a Public Sector University invites Bids through e-Pak Acquisition & Disposal System (EPADS) <https://eprocure.gov.pk> on “**Single Stage – Two Envelope**” basis from Income Tax & GST registered Firms/Companies who are on the Active Taxpayer List (ATL) for General Sales Tax and Income Tax of FBR for the “Water Proofing and Required Paint of CGI Sheet Roof of Electrical Engg., Computer Engg. & Mathematics department at CUI Wah”

1. The Bid Security for the Bid is **Rs.150,000/-** in the form of Call Deposit/Bank Draft (refundable) drawn in favor of “COMSATS University Islamabad, Wah Campus” (FTN: **9010814-5**); scanned copy of which is required to be uploaded through EPADS and hard copy must be submitted physically along with hard-copy of sealed bidding document on the closing date of the tender to COMSATS University Islamabad, Wah Campus on the address given below.
2. Firm must be registered with **PEC in Category C-5 or above** (valid for the current year) and must possess valid PEC specialization code: **CE-01 (Buildings)**, and must have relevant experience of at least 02 similar nature projects (waterproofing works using bituminous membrane / roof treatment over CGI Sheets and RCC Roofs) completed during the last 3 years
3. **The complete Tendering process shall be carried out through EPADS.**
4. Interested bidders are requested to register themselves on the EPADS <https://eprocure.gov.pk/#/supplier/registration> and submit their tender documents.
5. For registration and guidance/training on EPADS, you may contact EPADS UAN: 051 -111-137-237.
6. Closing date of submission is **May 19, 2026, by 11:00 hours**. The bids shall be opened half hour after the closing time in the presence of the bidders who wish to be present, in Purchase office Admin Block, COMSATS University Islamabad, Wah Campus.
7. As per PPRA Rule 33, CUI may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.



**Contact Person and Submission**  
**Incharge Purchase Section**  
COMSATS University Islamabad, Wah Campus  
G.T. Road, Wah Cantt

## A. Preparation of Technical Bid:

Following points may be kept in mind while preparing Technical Bid:

a.	Make & Type of quoted items (Technical compliance with BoQ)	Provide detail of items, brands, country of origin with complete specification being offered without mentioning prices on company letter head (duly signed and stamped beneath by the bidder).
b.	Brief Profile of the Firm	Mention Company Introduction, Type of Business, Offices & Services in Pakistan, NTN & GST Registration Number with Copy of NTN & GST Certificates, Professional Staff (Administrative & Technical), Verifiable Office addresses, Telephone & Cell No., E-mail address for Contacts.
c.	Details of Experience	Provide list of contracts in-hand/ performed by the bidder so far clearly mentioning for each contract, the name of organization, complete address, year of contract, contract value, date of contract award and date of contract completion.
d.	Reliability of quoted Brand & Country of	Provide supported brochures.
e.	Technical Resources & Services Support	Details of firm's ability / facility available for provision, installation, upgrading, training and after works services.
f.	Consignment completion period	Firms should specify the completion period from the date of issue of Purchase / Work Order not exceeding 30 Days

**B. Bids Evaluation Criteria for Technical Bid.** Bids will be evaluated in fair, transparent and non-discriminatory manner. For the purpose, following mandatory scales of evaluation shall be taken into consideration.

### TECHNICAL REQUIREMENT

1. The committee (if required) may visit the office for validation.
2. The work shall be executed under the direction of the Engineer Incharge, and as per Pak. PWD Specifications for Building and Road Works.
3. Taxes will be applicable as per existing Govt rules

Sr. No.	Parameter	Scale of Evaluation
1	The firm must be registered with PEC (Pakistan Engineering Council) for <i>Civil Works only</i> . (Attach copy of registration).	50

2	Organization Chart of Supervisory staff and labor. (Attach list with qualification)	10
3	The firm must have 5 years of experience in similar type of Projects In Universities (Attach list of projects done)	20
4	List of projects done on past 5 years with cost	10
5	List of major equipment-related items.	10
	<b>Total Marks</b>	<b>100</b>
	<b>Minimum Qualifying Marks:</b>	<b>75</b>

**c. Preparation of Financial Bid:**

Financial Bid will be preparing in following manner.

a.	Bid Prices	<ul style="list-style-type: none"> <li>➤ Schedule items and Non schedule items may be quoted separately as specified in purchased BOQ</li> <li>➤ The bid must be made on BoQ attached with Tender Document and signed by bidder or the authorized Firm/dealer / representative.</li> <li>➤ Alternate item (s) / Price (s) will not be quoted</li> </ul>
b.	Bid Validity	90 Days from the date of opening of Bid.

**D. Criteria for awarding Purchase / Works Order:**

- a. On receipt of Technical Evaluation Report from Technical Evaluation Committee (TEC), all participating firms will be informed for their Qualification / Disqualification
- b. Date of opening of Financial Bids will be communicated to the firms declared **Qualified** by the TEC through EPADS.
- c. Disqualified firm(s) will be asked to collect their Earnest money along with their sealed Financial Bids.
- d. On opening of Financial Bids, Comparative Statement (CST) will be prepared and Work Order(s) will be issued to technically qualified / lowest quoting firm (s)

E. The envelope shall bear the word “**CONFIDENTIAL**” and also bear the tender Name and Number (i.e) ***CUIW/PS/TEN/25-26/36 “Water Proofing and Required Paint of CGI Sheet Roof of Electrical Engg, Computer Engg & Mathematics Department at Existing campus CUI Wah.”*** and should be dispatched on following address.

**Purchase Office**  
**COMSATS University Islamabad, Wah Campus**  
**G.T. Road, Wah Cantt.**  
**Ph# 051-4534200-2, Ext: 231**  
**Fax# 051-4546850**

## **Eligibility & Qualification:**

<b>Detail</b>	<b>Criteria</b>
1. Draft of Earnest Money	<b>Mandatory</b>
2. Bid /Quotation ( <b>Form No.1</b> ) <i>(Strictly as per pattern)</i>	<b>Mandatory</b>
3. Declaration Form ( <b>Form No.2</b> )	<b>Mandatory</b>
4. GST and NTN Registered (as applicable)	<b>Mandatory</b>
5. Active Tax Payer List (ATL) of FBR Status as “Active” in I.T and Compliance Level is 100% in GST	<b>Mandatory</b>
6. <b>Proof of Non-Blacklisting:</b> Affidavit on legal paper of appropriate value Rs 100 (duly attested from notary public)/company is neither black listed nor in litigation with any of its public sector client	<b>Mandatory</b>

## **General Term & Conditions of the Contract**

1. Tenders along with all the relevant documents shall be submitted in a sealed envelope, bearing the name of the work on top and the name of the tenderer at the bottom.
2. The bidder or his representatives are advised to inspect the site of work before submission of bid.
3. All entries in the tender documents shall be made with ink without any erasure, cutting and overwriting. In case of unavoidable reasons cuttings and overwriting shall be duly signed by the tenderer.
4. All item rates shall be written both in figures and words. Similarly, the bid price shall also be written clearly in figures as well as in words.
5. The tender rates should be inclusive of all applicable Govt taxes and duties, payable to Government or local bodies and COMSATS University Islamabad, Wah Campus will not entertain any claim on this account
6. “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion and handover of the Works subject to such additions thereto or deductions therefrom, as may be made under the provisions hereinafter contained and remedying of any defects therein in accordance with the provisions of the Contract.
7. “Schedule of Prices” means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Contractor with his Tender or revised and mutually agreed and forming a part of the Contract documents.

8. It must be clearly understood by the contractor that no claim on account of market / Dollar fluctuations will be entertained during the currency of this contract for any item of work included in the bill of quantities attached to the Agreement. In other words, the quoted rate shall remain valid / same till completion of work.
9. Earnest money Rs. 1,50,000/- must be submitted in the form of pay order or bank draft from a Schedule Bank of Pakistan in the favour of COMSATS University Islamabad, **Wah Campus**
10. Once COMSATS University Islamabad, Wah Campus (CUIW) finalizes the award of contract, the pay order /bank draft submitted by unsuccessful bidders will be returned to them.
11. COMSATS University Islamabad, Wah Campus (CUIW) reserves the right to accept or reject part or whole of the tender any time prior to the acceptance of a proposal and shall not be liable to justify those reasons.
12. The successful tender will have to execute a contract agreement /work order with the CUIW.
13. The Contractor shall mobilize and arrange all materials, labour, Transport etc. immediately on award of work and signing of Contract Agreement.
14. Retention money /security deposit, @10% of the total work done shall be deducted at the time of making payments to the Contractor. This amount shall be refunded to the Contractor, 12 months after the date of completion of the project. And the successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
15. The scope of work may be increased or decreased by the CUIW. No objection / claim on this account shall be entertained.
16. The Contractor, in accordance with the Contract terms & conditions shall complete /commission, within the time frame, stipulated in Contract / Work Order for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labour all necessary facilities required for work(s).
17. If the progress of work is found not commensurate with the stipulated contract period, the contractor shall be liable to pay as compensation an amount equal to one tenth of 1% (0.10%) of the contract price for each day of delay subject to a maximum compensation /penalty equal to ten percent (10%) of the contract price.
18. Time shall be deemed as essence of the contract. In case of failure of the contractor to complete the work in time or in case of his abandonment of the work without any cogent reason, his retention money /security deposit will be forfeited or any such other penalty.
19. In case the contractor desires an extension of contract period, he shall have to justify and elaborate the grounds for the same well in time while submitting his request /application. The decision of the CUIW shall be final and binding in this respect.

20. The contractor shall not sub-let /assign contract or any part of work to another party. In case of sub-letting, the contract will be cancelled forthwith and all dues payable to him forfeited without any prejudice.
21. In case of dispute, the matter shall be referred to the Director, COMSATS University Islamabad, Wah Campus whose decision shall be final and binding upon both parties.
22. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-down or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.
23. If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.
24. The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract.
25. The work shall be measured for the units according to the Contract as determined by the Engineer from approved drawings, Specifications and Contract Documents.
26. After the Defects Liability Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.
27. If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Employer or his representative, too slow to comply with the Time for Completion, the Employer or his representative shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Employer or his representative, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Employer or his representative under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Employer or his representative so to do. Provided that if any steps, taken by the

Contractor in meeting his obligations under this Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer Incharge and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer Incharge shall notify the Contractor accordingly, with a copy to the Employer.

28. If at any time any payment would fall due for Works or portion of Works and, if there shall be any defect in portion of such Works in respect of which such payment is proposed, the Employer may retain the whole or any portion of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed.
29. In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by drawing(s) of a later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the Agreement and these conditions.
30. In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the safety requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.
31. The Engineer Incharge shall inform the Employer within reasonable time the nature of emergency and the results thereof with supporting documents, which shall form the basis for Variation(s) with the consent of the Employer.
32. The Contractor shall report to the Engineer Incharge details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the Engineer Incharge immediately by the quickest available means.
33. Bidders could not challenge the recommendations of the Works/Evaluation Committee or ask reason of disqualification.
34. The bid shall be submitted in a sealed envelope to the Purchase Office, by **11:00 am on to 19-05-2026** which will be opened at 11:30 am, on same day, in the presence of available bidders and Works Committee.
35. COMSATS University Islamabad, Wah Campus reserves the rights to reject the bid if: -
  - a. Received without earnest money.
  - b. Received later than the date and time fixed for tender submission/opening.
  - c. The tender is unsigned/ unstamped.
  - d. The offer is ambiguous with erasing, cutting or overwriting.
  - e. The offer is conditional.

- f. Offer is made by the unauthorized and unregistered agent/ supplier of the original equipment manufacturer.
- g. The offer is from a firm, which is black listed by any Govt. Office.
- h. The offer is received via telex/fax/telegram or email.

**Mode of Payment: -**

Payment of Contract Price shall be made in the following manners:

**First payment upto 75% during and till 100 % satisfactory completion of work, second payment further upto 25% upon successful completion of the 12-month defect liability period with no leakage/seepage observed.**

- 36. Payment will be made on completion of assigned work. running bill/interim payments will be made as deemed appropriate after work done verification by Campus Works Committee or such engineer who will be nominated.
- 37. If the vendor fails to deliver the services in agreed time, then firms the **penalty will be charged as Under:**
  - a. 1% of the invoice price for 2 weeks.
  - b. 2% of the invoice price for further 2 weeks.
  - c. If the vendor fails to deliver the services during the extended period, then the works Order may be cancelled and the earnest money may be forfeited

**Special Term & Conditions of the Contract**

1.	Amount of earnest money.	Rs. 1,50,000/-
2.	Form of earnest money.	Either a pay order or bank draft from a schedule bank in favor of the CUIW, Wah Cantt.
3.	Earnest money.	a) Successful Tenderer To be released to the successful contractor when the amount retained in running bills as retention money exceeds the amount of earnest money. b) Unsuccessful Tenderers To be returned on signing the Agreement by the CUIW, Wah Cantt with successful tenderer.
4.	Time of commencement of work.	Within 7 (Days) days of the client's order to commence the work.
5.	Time of completion of works.	30 days from the date of commencement of work.
6.	Defect Liability Period.	12 months from the date of final completion of work.

# FORM 1

*[Letterhead of the Firm]*

Ref No: \_\_\_\_\_

NTN: \_\_\_\_\_

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

GST: \_\_\_\_\_

**Bid Valid for 90 days**

**Signature:**

**Name:**

**Contact Information:**

**Official Stamp:**

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

## FORM-2

### Declaration Form

**(THIS FORM IS TO BE PROVIDED WITH THE BID)**

All the terms & conditions have been carefully read and understood and are hereby unconditionally accepted and it is declared that:

I understand that by inserting any condition in my bid consciously or unconsciously will AUTOMATICALLY disqualify me from the bidding process.

All the information furnished by me/us here-in is correct to the best of my knowledge and belief.

I/we have no objection if enquiries are made about the work listed by me/us in the accompanying sheets /annexure.

I / We agree that the decision of committee(s) in selection will be final and binding to me/ us.

I/We have read the instructions appended to the proforma and I/we understand that if any false information in the documents is noticed at a later stage the committee is at liberty to act in a manner it feels deemed fit, which may include Penalty AND/OR forfeited of Earnest Money AND/OR Blacklisting for future tendering with CUI, Wah Campus.

<b>Tender No.</b>	
<b>Name of Firm/ Company</b>	
<b>Year of Establishment</b>	
<b>Name of Owner/Authorized agent</b>	
<b>Office Address</b>	
<b>GST No.</b>	
<b>NTN.</b>	
<b>Valid Telephone No.</b>	
<b>Valid E-mail</b> (For Official Correspondence)	
<b>Signature &amp; Stamp</b> (Authorized Representative)	

<b>BOQ For the Water Proofing and Required Paint of CGI Sheet Roof of Electrical Engg, Computer Engg &amp; Mathematics Department at Existing campus CUI Wah.</b>					
S.No.	Descriptions/Items	Qty	Unit	Rate	Amount
<b>CIVIL WORKS SCHEDULE ITEMS</b>					
<b>MARKET RATES SYSTEM (MRS), 1st BI-ANNUAL-2026 (01.01.2026 to 30.06.2026) DISTRICT RAWALPINDI</b>					
Item 46- Chap 09	Providing and applying torch-onwater proofing bitumenous membrane of specified thickness (madeofRoof-Grip/EuroBit)duly lapped /connectedby heating with Torch over ps-6 primer i/c preparation /smoothen the surface complete in all respect as approved and directed by the Engineer (b)Aluminum (ii)Foiled 4mm				
i)	Lower shed a) 105 x 77	8085			
ii)	Lower Shed b) 22x50	1100			
iii)	upper shed (math + computer Engg) = a)59 x 49	2891			
iv)	b) 76x 78	5928			
v)	crown 56x2	112			
vi)	existing electrical labs (04 No) roof a) 93x58	5394			
vii)	b) 26x17	442			
	<b>Total</b>	<b>23,952.00</b>	<b>Sft.</b>	<b>167.15</b>	<b>4,003,576.80</b>
Item 03- Chap 13	Scraping, brushing and removing old paint from metal surface.	6150	100 Sft.	3,248.25	199,767.38
Item 04- Chap 13	Painting old surfaces with Enamel Paint:-				
	a) Painting corrugated surfaces, patent roofing, etc. with oil paint.				
	i) first coat	7059.91	100 Sft.	1,595.30	112,626.74
	ii) each subsequent coat	7059.91	100 Sft.	1,070.20	75,555.16
<b>TOTAL SCHEDULE ITEMS</b>					<b>4,391,526.08</b>
<b>Premium (percentage) @ Above or Below (To be quoted on Scheduled Items)</b>					
<b>Cost including premium</b>					
<b>CIVIL WORKS NON- SCHEDULE ITEMS</b>					
NS-01	Removing of bitumenous membrane				
	<u>Lower shed a) 104 x 77 = 8,008sft b) 21 x 49 = 1,029sft. A+B =9,037Sft</u> <u>upper shed (math + computer Engg) = a)58.75 x 48.58 =2,854.08Sft b) 73x 75= 5,475 A+B = 8,329.08 crown 56x2 =112sft</u> <u>Grand Total =17,478 Sft</u>	18558	Sft.		
<b>TOTAL NON- SCHEDULE ITEMS</b>					
<b>TOTAL Amount SCHEDULE ITEMS + NON- SCHEDULE ITEMS</b>					
<b>Add 5 % PRA/ Sales Tax</b>					
<b>Total Amount including Sales Tax</b>					

**Check List** (To be filled by Applicants)

***This page must be placed on Top of the complete bidding document***

*Prepare & Submit the Bid in this Order*

<b>Detail</b>	<b>Yes ✓</b>	<b>No x</b>
<b>ALL Pages are signed and Stamped</b>		
Draft of Earnest Money		
This Check-List on Top		
<b>Bid /Quotation – Form 1 (Strictly as per Pattern)</b>		
<b>Declaration Form – Form 2</b>		
Proof of Registration – GST		
Proof of Registration – Income Tax		
Latest Print out of FBR ATL (GST)		
Latest Print out of FBR ATL (Income Tax)		

**For queries and further clarification, you may**

- ✓ Write to us on [alinasir@ciitwah.edu.pk](mailto:alinasir@ciitwah.edu.pk)
- ✓ Visit us at Works Section, CUI, Islamabad, Wah Campus
- ✓ Call us at 051-4534200-2

**STANDARD FORMS**

**(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).**

## FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

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

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

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered \_\_\_\_\_ and dated \_\_\_\_\_ as above for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum 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 the instrument under its seal on the date indicated above, the name and 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)

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

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

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

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

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

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY**

**(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and 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, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

IN WITNESS WHEREOF, the above 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 duly 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)

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: CUI Wah Campus Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

## FORM OF CONTRACT AGREEMENT

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

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

\_\_\_\_\_

(Seal)

Signature of the Employer

\_\_\_\_\_

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

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

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

(Letter by the Guarantor to the Employer)

WHEREAS the \_\_\_\_\_ (hereinafter called the Employer) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor).

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

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

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

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

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

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

This Guarantee shall expire not later than \_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

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

Witness:

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

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

\_\_\_\_\_

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

Corporate Secretary (Seal)

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

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

\_\_\_\_\_

(Name, Title & Address)

\_\_\_\_\_

Corporate Guarantor (Seal)