

# QUETTA ELECTRIC SUPPLY COMPANY



## BIDDING DOCUMENT


### TENDER NO. 2031

### FOR REPAIR OF

### DAMAGED DISTRIBUTION TRANSFORMER

100 (KVA) AS PER WAPDA SPECIFICATION NO. DDS-84:2020

Manager (Material Management) QESCO  
QESCO, Headquarter, Zarghoon Road, Quetta

	<b>QUETTA ELECTRIC SUPPLY COMPANY</b> <b>MATERIAL MANAGEMENT DIRECTORATE</b> QESCO Headquarter, Zarghoon Road Quetta Ph. & Fax # 081-9201046
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<b>BID SCHEDULE FOR TENDER NO. T-2031</b> <b>FOR EXECUTION OF WORK ORDER / RATE CONTRACT FOR REPAIR OF</b> <b>DAMAGED DISTRIBUTION TRANSFORMER 100 KVA</b>
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- Due by \_\_\_\_\_ AM on \_\_\_\_\_
- Tender will be opened at 10:30 dated 19-02-2026
- Tender shall remain valid for 120-days after opening date
- No tender form will be issued on the opening date

  
**Manager (M.M)**  
**QESCO Quetta**

**NAME OF BIDDER** \_\_\_\_\_

**PRICE OF BIDDING DOCUMENT: RS. 5 , 000/-(NON-REFUNDABLE). DR NO. \_\_\_\_\_ DATED \_\_\_\_\_**

Capacity of Transformer	Quantity (No.)	Category	FCS Unit Rate without 18% GST in (PKR) (without credits)	Total Amount in (PKR)
100 KVA Reclamation Transformer	15 Nos	Damaged Transformers having healthy body & core without Oil (Re-usable / sludge).		

(In words: \_\_\_\_\_)

### **CREDIT**

#### **100 KVA**

Sr. No	Description	Unit	Approx. (Qty.	Unit Credit in (PKR)	Total Amount Credit in (PKR)
1	Credit of Copper	Per kg			
	a. 100 KVA	Kg	67		
2	Credit of Dismantled bushing Rod (LT)	Each	4		
3	Credit of Dismantled bushing Rod (HT)	Each	3		
<b>TOTAL :</b>					

*Reference: The quantity of Copper, HT & LT Bushing Rods is taken from the technical data of M/s. Siemens Pakistan Engineering Co Ltd, Karachi for calculation purpose where as credit of dismantled material will be deducted as per committee report.*

*Note: - This tender is governed by General Conditions of Contract for purchase by WAPDA dated 12/8/1984, amended to date and latest purchase procedure PPRA-2004 amended to date.*

#### **Bid Security**

Bid Bond/Guarantee is attached as per details below:-

Bid Security No. & date \_\_\_\_\_

Bid Amount \_\_\_\_\_ Bid Security Validity \_\_\_\_\_

Issuing Authority \_\_\_\_\_

**Stamp & Signature of bidders**

**GENERAL / SPECIAL CONDITIONS FOR BIDDING**

1. This tender is governed by General Conditions of Contract for purchases by WAPDA dt.12.08.84 amended to date and latest purchase procedure PPRA Rule 2004 amended to date.
2. Rate per unit inclusive of all taxes / duties, without credits (copper, HT & LT Bushing Rods etc) and exclusive of all applicable Sales Tax on the basis of **free** lifting & delivery after repair at consignee's store (FCS), Regional Store QESCO Quetta & Sibi.
3. Tender with any condition shall be considered as "Non Responsive".
4. The tenderer shall quote full tender quantity, the bid having less than 100% of the tender quantity shall not be accepted and bid shall be liable for rejection.
5. Please note that bid not accompanied with requisite Bid Guarantee/Earnest money of fixed amount for total offered quantity of any lot or with less bid validity shall be considered "Non Responsive".
6. For the bids indicating the delivery beyond the date specified in bid schedule shall be declared as "Non Responsive".
7. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt with under PPRA Rules / PPMC former PEPCO instructions.
8. As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, only registered suppliers who are on Active Taxpayers List (ATL) of FBR, are eligible to supply goods / services to QESCO.
9. Bidder / tenderer has to submit the requisite Certificate as per Annex-A dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you about Goods, Services & Works.
10. Bidder / tenderer has required shall submit necessary Integrity Declaration Certificate as per Annex-B for the use of Prime Material.
11. In case of new entrant, the tenderer should submit the copy of educational / regular purchase order issued by any DISCO along-with its completion and performance of supplied material in the light of specification / instructions / guidelines issued by Chief Engineer (D&S) NTDC Lahore letter No.3187-97 dated 20.10.2015, otherwise your firm will be considered as non-responsive.
12. **Method of Procurement:** Single stage one envelope procedure as per PPRA Clause-36(a) shall be adopted for open competitive bidding. Each bid shall comprise one single envelope containing financial proposal and technical proposal (if any).
13. The quoted prices on the basis of free lifting and delivery after repair at consignee's Store i.e Regional Store QESCO Quetta & Sibi are firm & final and shall not be escalated for any reason whatsoever.
14. Only Registered / pre-qualified firm under category M-1 (item-iv) by any DISCO can participate in this tender.
15. **Bid Bond / Security:** In order to be considered, the tender must be accompanied by bid security Amounting to **Rs. 136,500.00 (Rupees One hundred Thirty Six Thousand Five Hundred )** quoted by a bidder **valid for 120 days** from the date of tender opening in the form of Call Deposit Receipt (CDR), Bank Guarantee drawn on a schedule Bank of Pakistan or in lieu of thereof a Bank / Bid Guarantee issued by scheduled Bank of Pakistan on the specified Performa **in favor of Chief Executive Officer, QESCO.**
16. The successful bidder will furnish Performance Bond / Security equal to 05% of the total value of contract including 18% G.S.T in Shape of CDR or Bank Guarantee , drawn / issued by scheduled Bank of Pakistan on the specified Performa **in favor of Chief Executive Officer, QESCO.**
17. In case, the tenderer withdraws his tender / offer during the period of tender validity or successful tenderer fails to furnish the required Performance Bond / Security or sign the Contract Agreement/ Acknowledgment of the Work Order / Rate Contract, the amount of Bid Bond/ Tender Security shall be forfeited in favor of Chief Executive Officer QESCO. The Bid Security from any Insurance Company shall not be acceptable in any case and Bid shall be liable for rejection.
18. The quoted prices per unit are firm for one year except in case of any change in the existing rate of excise duty or imposition of new Government levy on material and components or increase / decrease in Sales Tax. The claim with this effect shall be paid extra at actual on production of documentary evidence.

***Stamp & Signature of bidders***

19. Inspection and Testing of reclaimed transformers shall be carried out in the premises of the firm for which necessary testing facilities shall be provided and testing will be carried out in accordance with specification as described under clause-2, the successful bidder shall bear the expenses for all those tests to be got carried out from outside authorized laboratories, if deemed necessary.
20. New transformer oil and enameled copper wire during the currency of contract shall be tested once from RTL Faisalabad or reputable lab at the contractor expenses.
21. Deputy Manager Regional Store QESCO Quetta shall issue fresh GRN only after repairing damaged transformers of warranty period if any against the rate contract and to maintain up to date record as well as to avoid accumulation of damaged transformers with the firm.
22. The firm is directed to repair damaged transformers on the FIFO basis. However, in exceptional cases the instructions can be issued by the Manager (M.M) QESCO for repair of specific capacity of transformers in accordance with the requirement of field formations.
23. QESCO reserves the right to cancel the contract at any time without assigning any reason if the performance is found unsatisfactory.
24. QESCO reserves the right to increase / decrease the quantities upto 15% at the time of award or through repeat order after placement of award during the currency of contract.
25. QESCO, reserve the right to scrap the tender under PPRA Rules.
26. During the time of issue of work order if any amendment in specification is made by the competent Authority the contractor shall be bound to supply the material according to the amended specification without any extra cost / charges.
27. Authorized committee comprising of representative of Regional Manager (M&T) QESCO and concerned Deputy Manager, Regional Store QESCO along with representative of concerned firm will inspect the Transformers with respect to availability / shortage of copper, core at the time of handing over to the firm.
28. The repair shall be made as per WAPDA / PPMC former PEPCO Specification
29. All routine tests as specified in specification shall be carried out as per Specification amended to-date.
30. Bidder / Tenderer shall submit a certificate that the firm is not black listed / debarred from WAPDA / DISCOs / GENCO / NTDC / Govt. Sector at present.
31. The damaged tubes of transformers (if any) will be repair / replace free of cost as per original design.
32. Bidder / tenderer have to furnish / maintain the documents / proof of purchase of material for reclamation of transformers to the inspection team / Manager (MM) QESCO Quetta from time to time.
33. The damaged transformers under warranty period will be repaired by the manufacturer free of cost along with free pick & drop within 45-days of receipt irrespective of the condition that it is damaged due to QESCO fault or manufacturer fault. The credit warranty period from the date of damage will be brought forward from the date of its receipt in concerned consignee store accordingly. For the acceptance of these repaired transformers under warranty period all the routine tests shall be carried out.

**6. INSPECTION**

- A) The inspection of reclaimed transformers shall be carried out at contractor's works by the QESCO inspection committee nominated by Competent Authority. Notice in writing shall be given to the Manager (M.M) QESCO by the contractor when the store against the order is ready for inspection. All reasonable facilities as provided in the specification or followed by the industry or trade in general shall have to be afforded to the inspecting officers by the contractor at his expenses for carrying out stage and final inspection. In case of inspection out of Quetta, all the expenses for the subject T/Fs in respect of QESCO team like Round Tickets, Boarding, Lodging & Daily Allowance etc shall be borne by the firm / manufacturer.
- B) The inspection team will inspect all the necessary tests deemed necessary for reclaimed T/Fs but not restricted to this follows:-
- i) Induced Voltage Tests (double voltage double frequency)
  - ii) High Voltage Test
  - iii) Vector Group – TTR Test
  - iv) Di-Electric Strength Test of Transformer Oil
  - v) Pressure with Dry Nitrogen Gas
  - vi) Copper Loss Test
  - vii) Iron Loss Test

SPECIFIED LOSSES FOR WAPDA STANDARD TRANSFORMER			
TRANSFORMER RATING	IRON LOSS	COPPER LOSS	TOTAL LOSS
KVA	WFE (WATTS FERROUS)	WCU (WATTS COPPER)	WTOT (WATTS TOTAL)
	Specified / Max Watts	Specified / Max Watts	Specified / Max Watts
<b>100</b>	<b>310/357</b>	<b>2020/2323</b>	<b>2330/2563</b>

*15% tolerance is allowed on individual core & winding losses subject to the condition that these losses shall not be more than the total losses (core & winding) including 10% tolerance.*

**C) INSPECTION AND REJECTION:**

- The Inspecting Officer may reject a part or the whole of the consignment offered for inspection, if after inspection such portion thereof as he may decide on his discretion he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the work order / Rate Contract.
  - The decision of the Inspecting Officer shall be binding on you.
  - If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser, you may submit again to stores after re-repairing of those rejected T/Fs, but re-submission shall not mean extension of delivery period.
- D) On final rejection the consignee shall have the following rights: -
- a) To get repaired the rejected goods at your cost and expense.
  - b) To terminate the contract and recover from you the loss to QESCO thereby.

**7. WARRANTY**

A warranty certificate shall be issued to the effect that the T/Fs reclaimed exactly to the specifications laid down in the contract and that in the event of the T/Fs being found defective or not conforming to the specification / particular governing supply during the time of delivery and for a period of **12-months** from the date of completion of total supply. The successful bidder shall be held responsible for losses and that the unacceptable T/Fs shall be thus reclaimed by successful firm's expenses & cost. If a repaired T/F fails, during warranty period, a representative of successful bidder shall also participate in the committee to ascertain the reasons of its failure. The damaged transformers during warranty period shall be returned by successful bidder after repaired / reclamation within 45-days.

***Stamp & Signature of bidders***

**8. PAYMENT**

A) Payment shall be made by Finance Director QESCO , QESCO Quetta, out of the budget from maintenance head on production of the following:

Contractor's bill in triplicate for 100% payment duly supported by:

- i) Delivery challan and G.R.N. duly stamped and signed by the respective consignee
- ii) Warranty Certificate.
- iii) Copy of M&T Report.
- iv) Confirmation of Manager (M.M) QESCO Quetta, about receipt / acceptance of performance bond/Guarantee.
- v) Inspection certificate issued by the designated inspection team / committee.
- vi) Copies of Store Requisition (SRs) vide which repairable T/Fs were handed over to contractor.
- vii) Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment certificate).
- viii) Copy of Sales Tax Invoice.
- ix) All Federal & Provincial Taxes will be applied as per prevailing laws.
- x) The manufacturer / supplier in its invoices shall also give an undertaking, in case of omission of any deduct-able amount; QESCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to them.
- xi) As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.
- xii) Payment for the contractor's bill, for the balance 10% will be made by the Chief Financial Officer, QESCO Quetta after 90-days of receipt of bills duly supported by the consignee's certificate of satisfactory operation.

B) *Sales Tax invoice inscribing QESCO's NTN No.3016682-9 & GST No. 01-01-2716-002-55 shall be provided at the time of delivery of equipment/material, even if zero-rated supply as per section 23 of the Act. The payment of sales tax shall be made as per Govt. of Pakistan at the time prevailing sales tax rate at the time of supply (presently 18%) on production of affidavit stating that sales tax has been paid through monthly sales tax return to the respective Collectorate of Sales Tax.*

**C) BILLS**

Bills submitted by supplier duly completed in all respects, shall be either passed for payment or rejected by competent authority within 30-days of the date of submission. Objection on the rejected bills shall be raised only once and not in piece meal. Bill passed for payment shall be paid within 30-days of their date of passing.

D) The amount of sales tax (if applicable) shall be reimbursed by the Chief Financial Officer QESCO Quetta as under:

- i) Sales Tax return cum payment Challan for the month of delivery of material.
- ii) Copy of GRN duly stamped and signed by the respective consignees.
- iii) Sales Tax Invoice as per GRN above.
- iv) In case the manufactures who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper separately that "Challan includes the amount of Rs.\_\_\_\_\_of Sales Tax for supply of material to QESCO against P.O. No.\_\_\_\_\_ dated.\_\_\_\_\_

E) Partial deliveries & part payment is allowed.

**Stamp & Signature of bidders**  
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**9. FORCE MAJEURE**

The right of the QESCO to terminate the contract or to claim penalty or to liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the performance of the contract by the Manufacturer or Supplier, or the contract has become incapable of being performed: -

- i) Act of God.
- i) Act of State, war or any act of the enemy.
- ii) Lock out, Riots or civil commotion.
- iii) Injunction granted by a Court of competent jurisdiction not resulting from any of the manufactures or suppliers.
- iv) Restriction imposed by the Govt. on the import of any material relating to the manufacturing / reclamation of goods.
- v) Non receipt of raw material from abroad for reason beyond the control of the manufacturer.
- vi) Port delays due to bunker age or lighter age.
- vii) Divisions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier provided further that manufacturer / supplier has given notice to the QESCO within 14-days of the happening of any such event.

**10. FAILURE & TERMINATION**

**A)** If you fail to deliver the reclaimed T/Fs within the specified delivery period, the purchaser shall be entitled at his option either: -

- i) To recover from you liquidated damages levied @ 2% per month or a fraction thereof subject to a maximum 10% of the contract price, except: -
  - a) Where undelivered stores hold up the use of other stores, liquidated damages should be levied on the total value of the contract.
  - b) The recovery of the liquidated damages mentioned above can be affected from any payment due to you from any unit of DISCOs /PEPCO.
- ii) To purchase from elsewhere without notice to you at your risk & cost, the store not delivered, without canceling the contract in respect of the consignment not yet due for delivery, or
- iii) To cancel the contract at your risk & cost.

In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account, but you shall not be entitled to any gain on re-purchase made against the supply order.

**B)** If during the course of execution of contract, you are black listed by PEPCO/QESCO or any DISCOs, the purchaser may proceed with all or any of the actions detailed below: -

- i) To allow the contract to run its course till completed in accordance with the terms & conditions of the contract.
- ii) To stop further supply with or without financial repercussions.
- iii) To cancel the contract with or without reservation of rights.

**Note: -** While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under “Force Majeure” and shall not allow any relaxation in the liquidated damages on that account: -

- i) Delay on the part of the contractor in the arrangement of new materials.
- ii) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

**11. RESPONSIBILITY FOR EXECUTING THE CONTRACT**

You are entirely responsible for the successful execution of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

*Stamp & Signature of bidders*

**12. FORFEITURE OF SECURITY BOND / BANK GUARANTEE**

The Contracting Officer will have the right to forfeit the Security Bond. Bank Guarantee (Performance Bond):

- (A) If the contractor: -
- i) Fails to supply the goods within the time specified.
  - ii) Commits any breach of contract.
  - iii) Fails to account for the Import License issued on account of the purchaser.
  - iv) Fails to account for the raw material secured by the contractor against any License or permit issued on account of the Contracting Officer.
  - iv) Fails to return drawing, design or any material belonging to the contracting Officer which was to be returned in good condition to the Contracting Officer after the successful termination of the contract.
- (B) For other reasons specified in the Contact by the contracting officer for forfeiting the security deposit. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract or for any other reasons, the Contracting Officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of PEPCO/NTDC/QESCO or from any moneys due to the Contractor from any unit of PEPCO/NTDC/QESCO/DISCOs.

**C) FORFEITURE OF PERFORMANCE GUARANTEE**

The QESCO will have the right to forfeit the bid security if the contractor: -

- i) Fails to supply the performance bond within the time specified in the contract.
- ii) Commits any breach of Bid condition.

**13. LAWS GOVERNING THE CONTRACT.**

The contract shall be governed by the laws of Pakistan as amended from time to time subject to the above conditions, a binding contract has been concluded with the issuance of this agreement and that the provision of this contract shall be binding on the contract, his assigns executors, administrators and all those who have any interest peculiarly or otherwise in his concern.

**A) LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONGWITH THE TENDER.**

- Bid Security of the tendered quantity in the shape of Bank Guarantee/CDR as mentioned in the Special Conditions.
- Deposit Receipt of Tender fee in original.
- Complete bid schedule duly signed and stamped (in duplicate) by the manufacturer.
- Copy of current renewal of Pre-qualification for the material quoted in tender with PPMC former PEPCO/DISCOs.
- Copy of current Renewal of Registration with PPMC former PEPCO/DISCOs.
- Technical literature, if any along with make & origin of product offered.
- Copy of the contract, if the offered product was repaired previously for any formation of PPMC former PEPCO or outside PPMC.
- Authority letter of bid signatory.
- Previous performance of the bidder(s) and that of product supplied by them.
- Copy of the in hand work orders / contracts with similar nature.
- Certificate of non-black listing / debarring of firm.

***Stamp & Signature of bidders***



**B) EVALUATION CRITERIA**

The bid(s) shall be evaluated on the following criteria and the contract will be awarded to the lowest responsive bidder in terms of these parameters.

**Example:**

Name of Participating Firm(s)	Quoted Rate	Cost of dismantled material	Net Rate	Rating	Relative Price expressed in %age
M/s. A	115	60	<b>55</b>	1 <sup>st</sup> lowest evaluated bidder	100%
M/s. B	110	52	58	2 <sup>nd</sup> lowest evaluated bidder	105.45%
M/s. C	100	40	60	3 <sup>rd</sup> lowest evaluated bidder	109.09%

- Bid Conforms to tender conditions and laid down specifications.
- Responsiveness in terms of technical and commercial evaluation.
- Previous performance of the bidder(s) and that of product supplied by them.
- Technical competence and production capability.
- Manufacturing experience.
- Any other aspect arising out of latest policies of the department enforced for time to time.
- Performance appraisal of the product supplied by the bidder.
- The bidder must be registered with Income Tax and Sales Tax Department.

**14 DELIVERY SCHEDULE**

- i) The allocated quantity of damaged transformers shall be shifted / lifted and returned to Regional Store QESCO Quetta & Sibi duly repaired within a period of **45-days** from the date of shifting / lifting of damaged transformers as allocated / released by Manager (MM) QESCO.
- ii) You will be bound to lift up the damaged transformers within 07-days from Regional Store QESCO Quetta & Sibi as per allocation issued by the Manager (MM) QESCO during the contract period. Delivery scheduled shall start from the date of shifting / lifting of the damaged transformers. If you does not lift up the allocated damaged transformers within 07-days, then delivery schedule will be started automatically from 8th day of the date of allocation by Manager (MM) QESCO. The transformers shall be delivered on FIFO basis (**First In First Out**). Delivery Period is the essence of the contract and delivery must be completed not later than the dates specified. 1<sup>st</sup> day of inspection or 15<sup>th</sup> day of inspection call whichever is earlier, shall be reckoned as date of delivery of Store to WAPDA Consignee provided the transformers accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the firm offers the transformers for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.
- iii) FIFO rule shall be strictly observed and applied in this contract.
- iv) Maximum 100 Nos. transformers at a time shall be given to the firm for repair during the contract period.
- v) Partial deliveries and partial payments are allowed.

**15 SEALING & MARKING OF BIDS:**

- i. The bidder shall seal the original and each copy of the bid in an inner envelope, duly marking the envelope as "**Original**" or "**Copy**". The inner envelope shall then be enclosed in an outer envelope.
- ii. The inner and outer envelopes shall be:
  - a) Addressed to the purchaser at the following address:  
Manager Material Management QESCO, Zarghoon Road QESCO Quetta, Tender No. (tender No.) and the words "**DO NOT OPEN BEFORE (Opening time) ON (Opening date)**" shall be written on them.
  - b) In addition to above, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "**Late**."
- iii. If the outer envelope is not sealed and marked, the purchaser shall assume no responsibility for the bid's misplacement or its premature opening.

***Stamp & Signature of bidders***

**16. LATE BID:**

Bidder shall himself be responsible for ensuring that his bid is submitted in accordance with the instructions stated herein. Any bid not submitted by the deadline prescribed for submission of Bids shall not be considered even if it becomes late as a result of circumstances beyond the Bidder's control.

**17. AMENDMENT OF BID SCHEDULE / CLARIFICATION:**

- i- At any time prior to the deadline for submission of Bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- ii- The amendment will be notified in writing or by telex or cable to all prospective Bidders who have received the Bid schedule / Bidding documents and will be binding on them.
- iii- In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, the purchaser may at its discretion extend the deadline for the submission of Bids

**18. DISCLOSURE**

Government of Pakistan, Ministry of (Finance Division) Islamabad vide D.O.No.687/MD (PPRA)/05 dated September 14, 2005 instructed to incorporate this Disclosure Clause in all the contracts exceeding Rs.10.00 Million. The successful bidder shall furnish the certificate titled as "Disclosure" on prescribed proforma enclosed.

**19. CERTIFICATE TO BE SIGNED BY THE BIDDER.**

- i) Certified that material offered in accordance with the specifications.
- ii) Certified that the General conditions of contract for purchase procedure 1984 amended to-date and PPRA Rules-2004 (amended to-date) are acceptable to us and hereby agreed to.
- iii) Certified that the conditions mentioned in the tender document are agreed to in its entirety.

**SIGNATURE OF BIDDER  
ADDRESS WITH OFFICE STAMP**

**To Whom It May Concern:**

- i. It is certified that General Conditions of Contract for purchases by PPMC former PEPCO / WAPDA dated 12/08/1984 amended up to date and latest purchase procedure PPRA-2004 (amended to date) are acceptable / agreed.
- ii. Certified that the material offered is in accordance with the WAPDA/ PPMC former PEPCO / Tender Specifications.

***Signature of bidders***  
***ADDRESS WITH OFFICE STAMP***

**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 Number: \_\_\_\_\_ 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 or any administrative subdivision or agency thereof of any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the forgoing **[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 consultants 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 right 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.

\_\_\_\_\_  
[Buyer]

\_\_\_\_\_  
[Seller Supplier]

**TENDER NO / ORDER NO. \_\_\_\_\_.**

**INTEGRITY DECLARATION CERTIFICATE FOR THE USE OF PRIMER MATERIAL**

- A) We M/s. \_\_\_\_\_ hereby declares that the material used for the manufacturing of the Distribution Transformers will 100% conforms the WAPDA/PEPCO Specification clause No. 15.6 (e) Transformer Oil and clause No. 16.2 (e) Core material (Silicon Steel) of the Distribution Transformer.
- B) M/s. \_\_\_\_\_ hereby certifies that M/s. \_\_\_\_\_ is not involved/using scrap or use material since 5-years or since Number of Years in the \_\_\_\_\_ business.
- C) M/s. \_\_\_\_\_ further certifies that the non-adherence of the above said conditions may cause the forfeit of Tender / Performance Guarantees and may also be liable for getting Black listed in DISCOs for any kind of Tender participation / Business.

For (company's name)

Authorized Signature with Company's stamp

## FORM OF TENDER SECURITY

(Bank Guarantee)

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

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

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

Letter by the Guarantor to the Purchaser (**Chief Executive Officer, QESCO**)

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

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

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

Tender Reference No. \_\_\_\_\_ Date of Tender \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the "Purchaser") 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 Tender numbered dated as above for \_\_\_\_\_ (Particulars of Tender) to the said Purchaser; and

WHEREAS, the Purchaser has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Purchaser, conditioned as under:

(1) that the Tender Security shall remain valid for a period of 120-days after tender opening date.

(2) that in the event of;

- a) the Tenderer withdraws his Tender during the period of validity of Tender, or
- b) the Tenderer does not accept the correction of his Tender Price.
- c) failure of the successful tender to

- i. furnish the required Performance Security.

- ii. sign the proposed Contract Agreement/ Acceptance of P.O.

Then the entire sum be paid immediately to the said Purchaser as Liquidated Damages and not as penalty for the successful tenderer's failure to perform.

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

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal has duly performed his obligation 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 Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden 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. Signature** \_\_\_\_\_

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

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

\_\_\_\_\_  
(Corporate Secretary (Seal))

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

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

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

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

## FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

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

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

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

Letter by the Guarantor to the Purchaser (**Chief Executive Officer, QESCO**)

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

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

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

L.O.I/Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender 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 "Purchaser") in the sum of the amount 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 accepted the Purchaser's above said Letter of Acceptance for \_\_\_\_\_ (name of Contract) for the \_\_\_\_\_ (Name of Project)

NOW WHEREAS, 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 Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be null and void; otherwise to remain in full force and effect till \_\_\_\_\_ (Date).

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser'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 Purchaser's designated Bank & Account Number i.e \_\_\_\_\_

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligation 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 Purchaser forthwith and without any reference to the Principal or any other person.

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

(Guarantor (Bank))

**Witness:****1. Signature** \_\_\_\_\_

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

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

(Corporate Secretary (Seal))

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

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

(Name, Title & Address)  
(Seal)(Corporate Guarantor)  
(Seal)