

QUETTA ELECTRIC SUPPLY COMPANY



BIDDING DOCUMENTS
OF
Tender No. T- 2033

FOR THE SUPPLY OF 33 KV STEEL X ARM

M/s _____


MANAGER (MM)
QESCO, Quetta

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INVITATION FOR E-BID

1. QESCO invites e-bids from eligible manufacturers/ firms registered with NTDC/ PPMC Lahore or with any DISCO, in accordance with PPRA Rules amended to date through open competitive bidding .
2. Only E-Bid will be accepted . All interested bidders are directed to apply through E-Pak Acquisition & Disposal System (E-PADS) portal online (<http://www.eprocure.gov.pk>) as per procedures laid down in the regulations of PPRA , as per procedure laid down in PPRA regulation.
3. Complete set of bidding documents containing detailed instruction, eligibility criteria, terms & conditions, and specification, can be downloaded from EPADS (<http://www.eprocure.gov.pk>) .
4. The prospective bidder shall submit sealed bid security amounting to **Rs. 274,400.00** valid for **120 days from the date of opening** of tender, in the form of a CDR/ Bank Guarantee (Original Instrument) / from any scheduled bank of Pakistan , made out in favor of CEO QESCO Quetta & must reach to the office of Manager Material Management QESCO, Chief Executive Office Zarghoon Road Quetta on or before **10:00 AM on 24.02.2026** failing which the bid (s) shall be considered non responsive and rejected .
5. Tender cost /fee non refundable @ Rs. 5000.00 (five thousand only) shall be deposited in the office of the Finance Director QESCO. The Original DR (receipt) must be provided with bid proposal before bid closing time .
6. One Set of Filled hard copy of the same bidding documents as uploaded on EPADs, along with supporting documents must be submitted to the office of **Manager Material Management QESCO, Chief Executive Office Zarghoon Road Quetta** before the bid closing time i.e **10:00 AM** on the date of opening, failing which the bid(s) shall be considered ‘non-responsive’ and rejected.
7. Only Technical & Financial proposal along with mandatory documents will be uploaded on E-Pads.
8. Tender will be opened in the office of Manager (MM) QESCO Quetta at Chief Executive office Zarghoon Road Quetta Cantt: **at 10:30 AM on 24.02.2026** in the presence of bidders or their Authorized representative (who choose to attend).
9. Conditional Bids , partial or incomplete documents , and those submitted without the required Bid Security will be rejected.
10. Time for submission of E-Bid should be strictly followed. No E-Bid would be accepted after submission time.

[Note: the bid shall be opened at least thirty minutes after the dead line for submission of Bid].

INSTRUCTION TO BIDDERS

A-General

1. Scope of Bid

Quetta Electric Supply company (QESCO) wishes to receive E-Bid for the following scope of work:

| Sr No. | Description | Spec: No | Qty | Unit |
|--------|-------------------|---|-----|------|
| 1 | 33 KV Steel X Arm | As per specification (Amended to Date) | 686 | Nos |

Bidder must quote for the complete scope of work . Any Bid covering partial scope of work will be rejected as non- responsive.

2. **BIDDERS ELIGIBILITY:**

2.1 Bidding is open to all firms meeting the following requirements:

- a. Duly Registered / Prequalified with PPMC (former PEPCO) WAPDA or any DISCO.(if applicable)
- b. Duly Registered with sale tax department , having valid sale tax registration number.
- c. Shall have successfully completed an educational order placed by DISCO and have obtained satisfactory field performance report thereof, incase of newly prequalified for the item / Goods to Bid.
- d. Shall posses valid prototype approval (If Applicable).
- e. Shall have satisfactory performance in QESCO/ DISCO's/NTDC toward delivery of the material of same nature .

B. BIDDING DOCCUMENT.

3. **CONTENT OF BIDDING DOCCUMENT**

3.1 In addition to invitation for Bids, the Bidding Documents are those stated below , and should be read in conjunction with any Addendum issued in accordance with Clause .4.

1. Instruction to Bidders with Appendices.
2. Form of Bid & Schedules to Bid.

Schedule to Bid are the following.

- (i) Schedule A: Schedule of Prices.
- (ii) Schedule B: Schedule of Delivery
- (iii) Schedule C: Deviation from technical provisions
- (iv) Schedule D: Deviation from Contractual Conditions.

- (v) Schedule E: Integrity Pact
- 3. Condition of Contract.
- 4. Standard Forms.

Forms include the following:

- (i) Form of Bid Security
- (ii) Form of Performance Security.

- 5. Specification- Technical Provision

3.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuance to Clause .19, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

4. AMENDMENT OF BIDDING DOCCUMENT

- 1.1 At any time prior to the dead line for submission of bids, the Purchaser may , for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 1.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause 4.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Purchaser. The bidder shall also confirm in the Form of Bid that the information contained n such addenda have been considered in preparing his bid.
- 1.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may at its discretion extend the dead line for submission of bids in accordance with Clause .14.

C. PREPARTION OF BID.

5. LANGUAGE OF BID

- 5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language , provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6. DOCUMENT COMPRISING THE BID.

- 5.1 The Bid prepared by the Bidder shall comprise the following components.
 - i. Covering letter.
 - ii. Form of Bid duly filled, signed and sealed in accordance with .12
 - iii. Schedule (A to E) to Bid duly filled and signed, in accordance with the instructions contained therein.
 - iv. Schedule of prices completed in accordance with Clauses .8 and 9.
 - v. Bid Security furnished in accordance with Clause .10.
 - vi. Power of attorney in accordance with Clause .12

vii. Any other Documents prescribed in particular conditions of contract or technical provision to be submitted with Bid.

7. FORM OF BID AND SCHEDULES.

7.1 The Bidder shall complete, sign and seal the form of Bid, Schedules to Bid and Schedule of prices furnished in the Bidding documents and shall also enclose other information as detailed in Clause .6

8. BID PRICES.

8.1 The Bidder shall fillup the schedule of prices attached to this documents indicating the unit rates and total value of quantity offered. Prices quoted by the Bidder shall remain fixed during the bidders performance of the contract and not subject to variation on any account. When the bidders are required to quote only fixed price (s) a bid submitted with an adjustable price quotation will be treated as non responsive and rejected, pursuant of Clause .19.

9. CURRENCY OF BID.

9.1 Prices shall be quoted in the Pak . Rupees.

10. BID SECURITY.

10.1 Each Bidder shall furnish , as part of his Bid, a Bid Security in the amount of **Rs.274400.00** valid for the period of 120 days from the date of opening of tender.

10.2 The Bi,d Security shall be , at the option of the Bidder, in the form Deposit at Call or a Bank Guarantee issued by a scheduled Bank of Pakistan. In case of Public sector Enterprises (PSE) , letter of commitment /Certificate will be acceptable

10.3 The Bid security is required to protect the Purchaser against the risk of bidders conduct which would warren the security's forfeiture, pursuant to Sub-Clause 10.7 hereof.

10.4 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the purchaser as non responsive, pursuant to .19.

10.5 The Bid Security of unsuccessful Bidder will be returned upon award of contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier .

10.6 The Bid Security of unsuccessful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause .24 and signed the contract agreement.

10.7 The Bid Security may be forfeited:

- a. if a bidder withdraws his bid during the period of bid validity; or
- b. if the bidder does not accept the correction of his bid price pursuant to sub Clause .19.2 hereof; or
- c. incase of successful bidder , if he fail to;
 - (i) furnished the required performance security in accordance with Clause .24 or
 - (ii) sign the contract agreement.

11 VALIDITY OF BIDS

11.1 Bids shall remain valid for 120 days after the date of opening as prescribed in Clause .14

12.**FORMAT AND SIGNING OF BIDS**

- 12.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 12.2 All Schedules to Bid are to be properly completed and signed.
- 12.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 12.4 Each bidder shall prepare on e(1) Original and One (1) Copy, of the documents comprising the bid as described in Clause .6 and clearly Mark them “ORIGINAL” and “COPY” as appropriate . In the event of discrepancy between them, the original shall prevail.
- 12.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable) . This shall be indicated by submitting a written Power of attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 12.6 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 12.7 Bidders should retain a copy of Bidding Documents as their file copy.

D. SUBMISSION OF BID.**13.****SEALING AND MARKING OF BID**

- 13.1 Each bidder shall submit his bid as under:
 - a. ORIGINAL and each COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - b. The envelope envelopes containing the ORIGINAL and COPIES will be put in one sealed envelope and addressed / identified as given in Sub-Clause.
- 13.2 The inner and outer envelope shall:
 - a. be addressed to Manager Material Management QESCO Head Quarter Zarghoon Road Quetta.
 - b. bear the Bid No and Date of opening.
 - c. provide a warning not to open before the date and time of opening .
- 13.3 The Bid shall be delivered in person or sent by registered mail at the address to Purchaser as given in Sub Clause 2 (a) above.
- 13.4 In addition to identification required in Sub Clause 13.2 hereof, 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” pursuant to Clause.15
- 13.5 If the outer envelope is not sealed and marked as above , the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

14. DEAD LINE FOR SUBMISSION OF BIDS

14.1

- a. Bid must be received by the purchaser at the address specified in sub Clause 13.2 (a) hereof not later than the time and date stipulated in the invitation Bids.
- b. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids.
- c. Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- d. Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

14.2 Bid submitted through telegraph , tele, fax or e-mail shall not be considered.

14.3 The purchaser may, at his discretion , extend the dead line for submission of Bids by issuing an addendum in accordance with Clause.4 , in which case all rights and obligations of the purchaser and the bidders previously subject to the original deadline will there after be subject to the deadline as extended.

15. LATE BIDS

15.1

- a. Any bid received by the purchaser after the deadline for submission of Bids prescribed in Clause.14 will be returned unopened to such bidders.
- b. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

16. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

16.1 Any Bidder may modify , substitute or withdraw his Bid after Bid submission provided that modification , substitution, or written notice of the withdrawal is received by the Purchaser prior to the dead line for submission of Bids.

16.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed , marked and delivered in accordance with the provision of Clause.13 with the outer and inner envelops additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

16.3 Withdrawal of a Bid during the interval between the dead line for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause.10

E. BID OPENING AND EVALUATION.

17.

- 17.1 A committee consisting of nominated members by the purchaser will open the bids , including withdrawal , substitution and modification met pursuant to Clause.16 , in the presence of bidders representatives who choose to attend , at the time , date and location stipulated in the invitation for bids. The bidders representatives who are present shall sign in a register evidencing their attendance.
- 17.2 Envelop marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWL” shall be opened and read out first and then the name of the bidders shall be read out. Bids for which an acceptable notice of withdrawl has been submitted pursuant to Clause.16 shall not be opened .

18. CLARIFICATION OF BIDS

- 18.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid . The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

19. PRELIMINARY EXAMINATION & DETERMINATION OF RESPONSIVENESS OF BIDS

- 19.1 Prior to the detailed evaluation of Bids pursuant to Clause.20,
- (a) The purchaser will examine the Bids to determine whether,
- (i) The Bid is complete and does not deviate from the scope,
 - (ii) any computational errors have been made,
 - (iii) required sureties have been furnished,
 - (iv) the documents have been properly signed,
 - (v) the Bid is valid till required period,
 - (vi) the Bid prices are firm and final during currency of contract,
 - (vii) completion period offered is within specified limits,
 - (viii) the Bidder /Manufacturer is eligible to Bid and possesses the requisites ,
 - (ix) the Bid does not deviate from basic technical requirements and ,
 - (x) the Bids are generally in order.
 - (xi)
- (b) A bid is likely not to be considered , if;
- (i) it is unsigned,
 - (ii) its validity is less than specified,
 - (iii) it is submitted for incomplete scope of work,
 - (iv) it indicates completion period later than specified,
 - (v) it indicates that works and materials to be supplied do not meet eligibility requirement,
 - (vi) it indicates that Bid prices do not include the amount of income tax,

- (c) A bid will not be considered, if;
- (i) it is not accompanied with bid security,
 - (ii) it is submitted by a bidder who has participated in more than one bid,
 - (iii) it is received after the deadline for submission of bids,
 - (iv) it is submitted through fax, telex, telegram or email,
 - (v) it indicates that price quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price (s),
 - (vi) the bidder refuses to accept arithmetic correction,
 - (vii) it is materially and substantially different from the Conditions/Specifications of the Bidding Documents.

19.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be correct . If there is a discrepancy between the words and figures the amount in words shall prevail . If there is a discrepancy between the total Bid price entered in the Form of Bid and the total shown in schedule of prices summary , the amount stand in the Form of Bid will be corrected by the purchaser in accordance with the corrected schedule of prices. If the bidder does not accept the corrected amount of Bid , his Bid will be rejected and his Bid Security forfeited.

- 19.3 Prior to the detail evaluation , pursuant to Clause.20 the purchaser will determine the substantial responsiveness of each Bid to the Bidding Document .For purpose of these clauses, a substantially responsive Bid is one which conforms to all the terms & condition of the Bidding Documents without material deviations.
A material deviation or reservation is one.

- 19.4 A Bid determined as substantially non responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

- 19.5 Any minor informality or non conformity or irregularity in a Bid which does not constitute a material deviation may be waived by purchaser , provided such waiver does not prejudice or affect the relative ranking of any bidder.

20. DETAILED EVALUATION OF BIDS.

- 20.1 The purchaser will evaluate and compare only the Bids previously determined to be substantially responsive pursuant to Clause.19 as per requirement given here under.

20.2 Evaluation and Comparison of Bids:

- a. Bid will be evaluated for each item and /or complete scope of work.
- b. The prices will be compared on the basis of the evaluated Bid price.
- c. It will be examined in detail whether the Goods offered by the bidder comply with the technical provisions of the bidding documents.
- d. P.O can be placed for item wise and / or for complete scope of work.

21. PURCHASER’S RIGHT TO VARY QUANTITY

- a. The Tender Quantities can be increased or decreased according to the field formation requirement and in accordance with the availability of funds/ finance
- b. The purchaser reserve the right to increase or decrease the quantity up to 15% after placing of purchase order without any change in the unit price.

22. PURCHASER’S RIGHT ACCEPT ANY BID AND TO REJECT ANY OR ALL BID.

- 22.1 The purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected bidders of the grounds for the purchasers action accept that the grounds for its rejection shall upon request be communicated , to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.

23. NOTIFICATION OF AWARD

- 23.1 Prior to expiration of the period of Bid validity prescribed by the purchaser , the purchaser will notify the successful Bidder in writing (Letter of Intent) that his Bid has been accepted .
- 23.2 The letter of intent (LOI) and its acceptance by the Bidder will constitute the formation of the contract , binding the Purchaser and the Bidder till signing of the formal contract agreement.
- 23.3 Upon furnishing of performance Guarantee by the successful Bidder , the purchaser will promptly notify the other Bidders that their Bid have been un successful and return their Bid Securities.

24. PERFORMANCE SECURITY

- 24.1 The successful Bidder shall furnish to the purchaser a performance Guarantee in the Form and the amount stipulated in the condition of the contract within period specified in letter of intent. In case of further delay due to late submission of performance bond, purchase order may be issued after deducting the delayed period from the legitimate delivery schedule mentioned in the LOI or Bidding documents.
- 24.2 Failure of the successful Bidder to comply with the requirement of sub Clause.24.1.or Clause.25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

25. INTEGRITY PACT.

The Bidder Shall sign and stamp the Integrity Pact provided at scheduled- E to Bid in the Bidding Document for all contracts exceeding Rs 10 Million. Failure to provide such Integrity Pact shall make the bid non responsive (If Applicable).

**FORM OF BID
AND SCHEDULE TO BID**

FORM OF BID (LETTER OF OFFER)

Bid Reference No. _____

(Name of Work)

To,

Having examined the Bidding Documents including instructions to bidders, Condition of Contract, Specifications, Drawings, Schedule of Prices and addenda Nos _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name and address _____

_____ and being duly incorporated under the laws of _____ hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this bid, we submit herewith a bid security in the amount of Rs. _____ drawn in your favour or made payable to you and valid for a period 120 days.
4. We undertake, if our Bid is accepted, to commence the works and to deliver and complete the whole of the works comprised in the Contract within the time(s) stated in the conditions of contract..
5. We agree to abide by this bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our bid is accepted, to execute the performance security referred to in clause 1(iv) of conditions of contract for the due performance of the contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangements with any other person or persons making a bid for the works.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____ dully authorized to sign and on behalf of _____

(Name of bidder in Block Capital)
(Seal)

Address

Witness:

(Signature) _____

(Name) _____

Address _____

Occupation _____

Schedule , A,

SCHEDULE OF PRICES

| Sr No. | Description | Quantity required Nos | Unit price FCS basis without sales tax (in Rs.) | Total FCS price without sales taxes (in Rs.) |
|--------|-------------------|-----------------------|---|--|
| 1 | 2 | 3 | 4 | 5 |
| 1 | 33 KV Steel X Arm | 686 Nos | | |

Seal & Signature of Bidder

SCHEDULE OF DELIVERIES

| Sr No. | Description | Qty required Nos | To Regional Store Quetta with the following Delivery Schedule |
|--------|-------------------|------------------------|--|
| 1 | 33 KV Steel X Arm | 686 Nos | 50% supply with in 01 to 60 days Remaining 50% supply 61 to 120 days from the date of issue of Purchase Order. Subject to Re-Consideration at time of issuance of P.O in accordance with field formation requirement. |

Seal & Signature of Bidder

[Type text]

Schedule , C,

DEVIATIONS FROM TECHNICAL SPECIFICATIONS

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

| S.No. | Clause No. / Section No | Deviations/ Clarification |
|-------|-------------------------|---------------------------|
|-------|-------------------------|---------------------------|

[Type text]

Schedule , D,

**DEVIATIONS FROM CONTRACTUAL
CONDITIONS**

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

| S.No. | Clause No. / Section No | Deviations/ Clarification |
|-------|-------------------------|---------------------------|
|-------|-------------------------|---------------------------|

[Type text]

Schedule , E,

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES AND WORKS IN CONTACTS WORTH RS. 10.00 MILLIONS OR MORE/

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____.

..... hereby declare that it has not obtained or induced the procurement of any contract, right, interest , privilege, or other obligation or benefit from govt of Pakistan (GoP) or any administrative Sub Division or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

With out limiting the generality of the foregoing ,..... represent or warrant 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, finders fee or kickback, whether described contract, right , interest ,privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

..... accepts fully 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 , 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 time the sum of any commission , gratification ,bribe , finders fee or kickback given by as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatever form from GoP/

Name of Buyer:..... Name of Seller/Supplier.....

Signature..... Signature.....

[Seal]

[Seal]

CONTRACT CONDITIONS

1. i) The quoted prices shall be firm and final on FCS basis Without GST and not subject to escalation for any reason what so ever. The conditional prices shall not be accepted.
 - ii) a) The prices include the present duties and taxes. In case however the present duties and taxes are increased or new taxes/duties are imposed by the Govt. on finished goods, during the currency of the contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties/taxes by Govt. the prices will be decreased accordingly.
 - b) The payment of Sales Tax @ 18% shall be made on production of Sales Tax Invoice and Sales Tax return cum payment Challan alongwith Annexure "C" (Sale Summary). Amount of sales tax invoice must be cross-verified from sales summary filed to FBR along with sales tax return. In case you pay lumpsum Sales Tax for multi goods production, you will also submit an affidavit on non-judicial paper that " the challan includes the amount of Rs. _____ of sales tax for supply of _____ against P.O No. _____ dated_____.
- iii) The QESCO reserves the right to increase / decrease the quantity of the supply during the currency of contract upto 15%.
- iv) The supplier shall provide a Performance Security in the form of Bank Guarantee from any scheduled bank of Pakistan on the prescribed Form annexed to these documents The said security shall be furnished by the supplier within fourteen (14) days after issuance of letter of intent (LOI). The performance security shall be an amount equal to five (05) percent Including 18% G.S.T which will be intimated in letter of Intent issued to Successful / Substantially Evaluated Responsive Bidder .
- v) a) The supplier shall provide free of charge, all such assistance, instruments, machinery, testing appliances, manpower, labour and material as are normally/specially required for carrying out available type sample, routine, visual, and dimensional testing.
- b) Any changes suggested during prototype testing for compliance of Specification and purchase order shall have to be incorporated without any extra price claim.
- c) Over and above normal inspection, jointly by Chief Engineer (MI) PPMC (former PEPCO) & CEO QESCO Quetta or their authorized representatives may carry out all possible and locally available tests, including the routine and sample tests, once during the currency of Purchase Order at RTL Faisalabad, HV&SC Testing Lab Rawat Islamabad, manufacturer's Lab, or any other local independent laboratory approved by the department.
- d) All expenses like testing fee, expenditure incurred for shipment of goods from manufacturer's premises to the testing laboratory, travelling, lodging/boarding and daily allowance of two (MI) PPMC (former PEPCO) QESCO Engineers shall be borne by the manufacturer.

[Type text]

SPECIAL CONDITIONS:-

1. In case of any specific occurrence the shares will be distributed on the basis of previous performance in supplies against DISCOs Purchase Orders, manufacturing capacity/ capability etc.
2. Conditional Bids/ Rates will not be entertained / accepted.
3. Bid submission / Tender opening date & timings shall be observed strictly.
4. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you about Goods, Services & Works.
5. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / PPMC (former PEPCO) instructions.
6. In case of holiday announced by the Govt. Of Pakistan, strike in QESCO or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue.

2) **SPECIFICATION.**

The material shall conform to the NTDC (WAPDA) Specification .

3) **TERMS OF DELIVERY.**

Free delivery to Regional Store QESCO Quetta.

4) **DELIVERY PERIOD (as given in the schedule of delivery)**

Delivery period is the essence of the Contract and delivery must be completed not later than the dates specified. 1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of Store to QESCO Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material 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.

5) **INSPECTION.**

- a) Inspection of the material will be carried out at your by Chief Engineer (MI) PPMC (former PEPCO) or his authorized representative along with QESCO inspection team, if required by the purchaser/ Competent authority in order to assure the quality of the product. Stage inspection of raw material shall also be carried out jointly. Notice in writing shall have to be given to the Inspecting Officer by you that the store against the order is ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in General shall have to be afforded to the inspecting Officer by you at your expense for carrying out Inspection, including (return ticket) for place of inspection , local transportation ,boarding lodging in A-Class accommodation , daily allowance of **Rs.10000.00** to meet other expenses.

The stage Inspection will also be carried out at your premises to ensure that the Connectors are being manufactured within the facility and / or approved vendors under your quality control.

- b) Inspection charges paid to inspecting officers will not be reimbursed to you by QESCO.

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6) **PAYMENT.**

- (a) Director (Finance) QESCO, will establish a confirmed and irrevocable inland letter of Credit for Rs._____ through any schedule Bank of Pakistan in your favour as per specimen, approved by the Authority. The amount of material excluding sales tax i.e. Rs. _____ in the letter of credit shall be available for negotiation and en-cashable as under: -
- i. Bill in triplicate for 100% Claim.
 - ii. Delivery Challan& GRN duly stamped and signed by the consignee & countersigned by Manager (MM).
 - iii. Warranty Certificate.
 - iv. Confirmation of Manager (Material Management) QESCO about acceptance of Performance Bond.
 - v. Inspection Certificate issued by Inspectors.
 - vi. Professional Tax paid certificate by the firm.
 - vii. Certificate that the billed amount has not been claimed or received earlier.
 - viii. Sales Tax Invoice.
 - ix. Under taking on prescribed proforma issued vide Ministry of Finance (Finance Division) D.O. No. 687/MD(PPRA)/05 dated 14-09-05 (Copy enclosed) Annexure-A.
- (b) The amount of 18% sales tax in the letter of credit shall be available for negotiation and en-cashable on production of sales tax return cum payment challan. In case of manufacturers who pay lump sum sales tax, they shall also submit an affidavit on non-judicial paper that the challan includes the amount of sales tax for supply of the mentioned items. These documents shall however, be got verified form Director Finance QESCO Quetta before payment by the Bank.

NOTE: - All charges relating to L/C opening and negotiation charges shall be borne by the firm. On receipt of copy of Purchase Order Director Finance QESCO will open L.C. & charges incurred on L.C. will be recovered from the Invoice/Bill of the Supplier / Manufacturer, particular of your bankers against which L.C. shall be opened may be intimated immediately.

OR

Director (Finance) QESCO, will make payment on production of following documents:

- i) Bill in triplicate for 100% Claim.
- ii) Delivery Challan& GRN duly stamped and signed by the consignee.
- iii) Warranty Certificate.
- iv) Confirmation of Manager (Material Management) QESCO about acceptance of Performance Bond.
- v) Inspection Certificate issued by Inspector.
- vi) Sale Tax Invoice.
- vii) Professional Tax paid certificate by the firm.
- viii) Certificate that the billed amount has not been claimed or received earlier.

PARTIAL DELIVERIES AND PART PAYMENT IS ALLOWED.

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7) **CONSIGNEE.**

Regional Store QESCO Shiekhmanda Quetta.

8) **GENERAL SALES TAX & OTHER GOVERNMENT DUTIES.**

As per condition No. ii Clause under clause-1(B) special condition.

9) **WARRANTY:**

You will furnish a Warranty Certificate, certifying that the goods supplied conform exactly to the Specifications laid down in the Contract and are brand new and that in the event of the material being found defective or not conforming to the Specifications/Particulars governing supply at the time of delivery and for a period of **12 Months** from the date of completion of supply, you will be held responsible for all losses and that the unacceptable goods shall be substituted with the acceptable at your expense & cost.

10) **FORCE MAJEURE.**

The right of QESCO to terminate the Contract, or to claim penalty or 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;
- ii) Act of State, War or any Act of the Enemy;
- iii) Lock outs, Riots or Civil Commotion;
- iv) Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers;
- v) Restriction imposed by the Government on the Import of any material relating to the manufacture of goods.
- vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer;
- vii) Port delays due to bunker age or lighter age;
- viii) Divisions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier.

Provided further that the manufacturer or supplier has given notice to QESCO within 14-days of the happening of any such event.

11) **FAILURE & TERMINATION.**

(A) If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either:

- (I) To recover from you liquidated damages levied at the rate of two percent (2%) per month or a fraction, thereof subject to a maximum of ten percent (10%) of the contract price, except.
- (a) Where un-delivered stores hold up the use of other stores, liquidated damages shall be levied on the total value of the contract.
- (b) The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of QESCO, or

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- (II) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
- (III) To cancel the contract at your risk and 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 the account; but you shall not be entitled to any gain on repurchase made against the supply order.

- (B) If during the course of execution of contract, you are black-listed by DISCOs/GENCO/NTDC/QESCO, 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 and conditions of contract;
 - (ii) To stop further supplies with or without financial repercussions;
 - (iii) To cancel the contract with or without reservation or rights.

(C) You may be blacklisted / debarred from future tendering with QESCO / DISCOs on the following grounds:

- i) Making false statements and allegation to gain undue advantage.
- ii) Commission of fraud,
- iii) Commission of embezzlement , criminal breach of trust, theft , cheating , forgery , bribery , falsification or destruction of records, receiving stolen property , false use of trademark , securing fraudulent registration, giving false evidence , furnishing of false information of serious nature.

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 the account: -

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

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12) **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.

13) **INSPECTION AND REJECTION:**

- (i) The inspecting officer may reject a part or the whole of the consignment tendered 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 Purchase Order.
- (ii) The decision of the Inspecting Officer shall be binding on you.
- (iii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- (iv) On final rejection the purchaser shall have the following rights:
 - (a) To purchase the rejected goods at your cost and expense.
 - (b) To terminate the contract and recover from you the loss, the authority thereby incurs.

14) **PACKING**

You will be responsible for packing the store suitable for transit by Rail / Road so as to ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at your expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

15) **FORFEITURE OF SECURITY BOND / BANK GUARANTEE**

The contracting officer will have the right to forfeit the Security Bond/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;
 - (v) Fails to return drawings, 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 Purchase Order 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 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 WAPDA or from any money due to the contractor from any unit of WAPDA.

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FORM OF TENDER SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry Date _____

Letter by the Guarantor to the Purchaser Employer

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 Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____ (hereinafter called the "Purchaser /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 dated as above for _____ (Particulars of Tender) to the said Purchaser/ Employer; and WHEREAS, the Purchaser / Employer has required as a condition for considering said Bid that the Principal furnish a Bid Security in the above said sum to the Purchaser, conditioned as under:

- (1) that the Tender Security shall remain valid for a period 120 days.
- (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 Bidder failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal contract with the said Employer/ Purchaser in accordance with his tender as accepted and furnish within fourteen (14) days of his being requested to do so a Performance Security with good an sufficient surety, as may be required, upon the Form prescribed by the said Employer/Purchaser for the faithful performance and proper fulfillment of the said contract or in the event of non withdrawal of the said Bid within the time specified for its validity 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 Purchaser/ Employer the said sum stated above upon first written demand of the Purchaser! Employer without cavil or argument and without requiring the Purchaser / Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Purchaser / Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Purchaser/ Employer 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

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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 _____

2. Name. _____

3. Title. _____

1.

(Corporate Secretary (Seal))

2.

(Name, Title & Address) (Seal)

(Corporate Guarantor) (Seal)

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FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Annex-D

Guarantee No. _____

Executed on _____

Expiry Date _____

Letter by the Guarantor to the Purchaser / Employer.

Name of Guarantor (Bank) with address _____

Name of Principal (Tenderer) with address: _____

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

Contract No. _____

Date _____

Letter of Acceptance No. _____

Date _____

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/ Employer") in the penal sum of the .amount stated above, for the payment of which sum well and truly to be made to the Employer/ Purchaser, 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/Employer'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/ 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 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 defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser/ Employer without delay upon the Purchaser/ Employer's first written demand without cavil or arguments and without requiring he Purchaser/ Employer to prove or to show grounds' or reasons for such demand any sum or sums up to he amount stated above, against the Purchaser/ Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the guarantor to Purchaser/ Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser/ Employer 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

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objection any sum or sums up to the amount stated above upon first written demand from the Purchaser/ Employer forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounden Guarantor has executed this instrument (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

2. Name.

3. Title.

1.

(Corporate Secretary (Seal))

2.

(Name, Title & Address) (Seal)

(Corporate Guarantor) (Seal)

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TECHNICAL PROVISION

As per WAPDA /MI PPMC (former PEPCO) Specification mentioned in Scope of Bid, pursuant to Clause.1