

QUETTA ELECTRIC SUPPLY COMPANY



Procurement of STG Material against Annual Procurement Plan 2025-26 (Single Stage One Envelop Procedure)

Issued to: M/s _____
Tender No(s). _____
Dated: _____

MANAGER (PROCUREMENT)
PMU QESCO, QUETTA

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Quetta Electric Supply Company QESCO (QESCO)

“Invitation of E-Bids”

Quetta Electric Supply Company (QESCO) a Power Distribution Company invites sealed bids (**Single Stage- Single Envelope**) from the eligible (manufacturers/suppliers) registered with income tax and sales tax department and complying qualification & experience criteria as laid down in the bidding documents as per WAPDA / NTDC specifications/ Drawings without any element of foreign exchange, financed under PSPD, Own Resources & Deposit Works funds on FCS basis Delivery to Consignee’s Store QESCO T&G Warehouse, Sibi Road, Quetta: -

Tender No.	Sr #	Description of Material	Unit	Total Qty Req:	Deadline for Submission of Bid	Date of Time & Opening
STG-24/2025-26	1	132 kV D/C ZM-I Type Tower without Stubs & Cleats.	Nos.	103	03-03-2026 10:30 AM	03-03-2026 11:00 AM
	2.	Stubs with Cleats Complete Set for ZM-I Type Tower. Alongwith Nut & Bolts & All Allied Accessories	Sets	103		
STG-25/2025-26	1.	Disc Insulator 80 KN (Normal) Ball & Socket Type	Nos.	13803	03-03-2026 10:30 AM	03-03-2026 11:30 AM

Terms & Conditions

1. Standard bidding documents as per regulations containing detailed Terms and Conditions, Method of Procurement, Procedure of Submission of Bids, Bid Security, Bid Validity, Specifications and Requirements etc., can be downloaded from <https://eprocure.gov.pk> free of cost by the registered bidders on EPADS at (www.eprocure.gov.pk).
2. The electronic bids must be submitted by using EPADS on scheduled date & Time. Manual bids shall not be accepted. Electronic bids will be opened publically in presence of Bidders or their representatives who wish to attend on above mentioned Date & Time in the Office of Chief Engineer (Dev) PMU QESCO, Quetta.
3. All E-Bids must be accompanied by Bid Security in the fixed amount as mentioned in the Bidding documents in the favour of Chief Engineer (Development) PMU QESCO, Quetta in the shape of “Bank Guarantee”/CDR/PO/Banker Cheque from any Scheduled Bank of Pakistan, valid for 28 days beyond bid validity date. The bidders shall upload scanned copy of Bid Security on EPADS. Original Bid Security in an envelope clearly marked with tender No., and title shall be submitted in the Office of Chief Engineer (Dev) PMU QESCO, Zarghoon Road, Quetta., on or before the closing date & time of E-Bids submission, failing which the E-Bid shall be rejected.
4. One set of hard copy of the same bidding documents shall be submitted to PMU Directorate QESCO on the same date and Time.
5. The bidders must quote firm and final prices and no request for escalation in cost after the bid opening shall be entertained.
6. QESCO reserves all its rights regarding rejection of tenders as defined in Clause-33(I) of PPRA Rules 2004.
7. This advertisement is also available on PPRA website www.ppra.org.pk and QESCO website www.qesco.com.pk.

Note:

- i. Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk

Tel: 081-9201750
Fax: 081-9201467
Email: gescocedev@gmail.com
QESCO Head Quarter Zarghoon Road,
Quetta.

General Manager (Development)
Project Management Unit
QESCO, Quetta.

INSTRUCTION TO BIDDERS

A-GERNERAL

IB.1 SCOPE OF BID

1.1 The Purchaser as defined in the Bidding Data hereinafter called “the Purchaser” wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Goods”.

1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.

1.3 All Goods to be supplied under the Contract shall have as their country of origin of Pakistan.

1.4 For purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants.

1.5 The bidding is open to National Competitive Bidding as indicated in the Bidding Data.

IB.2 BIDDERS ELIGIBILITY:-

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

- a. Duly Registered / Prequalified with PPMC /WAPDA or any DISCO.
- b. Duly Registered with sale tax department , having valid sale tax registration number.
- c. Shall posses valid prototype approval/Type Test Reports/Technical Data .
- d. Shall have satisfactory performance in DISCO/NTDC/PPMC toward delivery of material for the last two years.
- e. the concernded NTDC WAPDA Spcification ameneded to date for above required material attached with bid.

IB.3 QUALIFICATION CRITERIA

- a. The bidder (In case bidder is manufacturer) should have at least 05 years’ Experience of manufacturing and 03 years’ experience of Supply of offered equipment of the similar nature or higher capacity. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive.
 - b. The bidder (in case bidder is not manufacturer in this case should have at least 03 years’ experience of supply of STG material or three 03 years’ experience (Import record should be attached). However, the manufacturer in this case should have 05 years’ experience of manufacturing and 03 years’ experience of supply of similar nature or higher capacity of the offered equipment. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive
- i) **Bidder or Manufacturer Contractual Experience**

Must have demonstrated at least two (02) numbers of contracts of offered equipment successfully completed as main supplier / manufacturer within the last five (05) years within Pakistan. The value/quantity of each contract shall at least equal to 50 % of the value/quantity of contract for which bid is submitted and the equipment shall have the same or higher rating capacity. In case of JV, at least one partner should fulfill the said contractual experience pertaining to the individual’s obligation(s) in respect of manufacturing as per JV Agreement between the parties (JV Agreement shall be provided with the bid).

In this context, copies of purchase orders / contract agreements along with delivery documents from the clients/utilities indicating their names, addresses,

fax numbers and web-site E-mail addresses must be submitted with the bid pertaining to the offered equipment during the bid evaluation.

ii) **Financial Criteria**

The bidder should have sound financial status. In order to determine the same the bidder shall provide its up to date financial statements i.e. audited balance sheet, income statement, and cash flow statements for the last 3 years (three years). The difference between cash in hand and short term liabilities should be adequate enough for smooth execution of this order (if placed on it) and the bidder's net worth for the last 3 years calculated as a difference between total assets and total liabilities should be positive. In this context, the bidder is required to fill in the relevant forms of this bidding document and submit the same with the bid.

iii) **Average Annual Turnover**

To be awarded a contract for this tender, the bidder not manufacturer has to have an average annual turnover in the last 3 years equal to or more than that of the quoted price. Non Submission of said documents shall tender the bid non-responsive in this in this context the bidder is required to full in the relevant forms given in Schedule of this tender documents and submit the same with the bid.

iv) **Cash Flow Capacity**

A bidder/or all partners combined in case of JV has to have sufficient financing sources, liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow demands of the contract. To be awarded a contract for one lot a bidder/members of JV (Jointly) has to demonstrate its/their availability to at least 25% of the total quoted amount.

v) **Type tests report**

- a. The supplier shall provide Valid Prototype/Type test reports according to NTDC/WAPDA Specifications with the bid for equipment offered from the laboratories specified below or any other reputed independent testing laboratories accredited by STL (Short-Circuit Testing Liaison) / acceptable to NTDC/QESCO for the items not being tested in STL Labs.

1. HV & SC Lab, Rawat, Pakistan

2. KEMA Lab, Holland

3. CESI, Italy

4. CRIEPI Lab, Japan

5. KERI Lab, Korea

6. Any other lab approved by STL

7. ILAC Lab

- b. For procurement of proprietary items (Industrial gases, Mineral oil & its Products, Office Furniture, Genuine Spare Parts of specific brands, all parts of existing machinery of Grid Station & Sub-Station from original manufacturer, T&P, Testing Equipment, Fire Fighting Equipment, etc.) type test report will not be required and material will be accepted on provision of (i) literature / brochure (ii) Factory Acceptance Test (iii) Visual Inspection with the following warranty and test certificate.
- c. For Transmission Line Towers / Conductor and other applicable Items only prototype approval from NTDC/DISCOs/ is required.

vii) Pending Litigation

All pending claims, arbitrations, or other litigation shall be treated as resolved against the bidder and so shall in total not represent more than 50% of the bidder's net worth.

B. BIDDING DOCUMENT.

IB.4 CONTENT OF BIDDING DOCUMENT

4.1 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 IB.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: Schedule of Qualification of bidder
- (vi) Schedule F: Integrity Pact

The Bid prepared by the Bidder shall constitute the following components: -

- a) **Form of Bid and Bid Prices completed in accordance with BDS;**
- b) **Details of the Sample(s) where applicable and requested in the BDS.**
- c) **Documentary evidence established in accordance with BDS that the Bidder is eligible and/or qualified for the subject bidding process.**
- d) Documentary evidence established in accordance with **BDS** that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
- e) **Documentary evidence established in accordance with BDS that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents.**
- f) **Bid security or Bid Securing Declaration furnished in accordance with BDS.**
- g) Duly Notarized Power of Attorney on at least Rs. 50 non-Judicial Stamp paper authorizing the signatory of the Bidder to submit the bid.
- h) Copy of the deposit receipt of the tender fee.
- i) Schedule of delivery
- j) Schedule of technical data, drawing, complete literature catalogues and brochures in respect of the equipment to be supplied.
- k) Certificate(s) of non-forfeiting of bid security in the last 03 years starting from the date of the opening of this tender.
- l) Certificate(s) of non-forfeiting of performance security in the last 03 years starting from the date of the opening of this tender.
- m) Bidder will be considered as non-responsive if total amount of pending litigation or other claims represent twenty five percent (25%) of bidder's net worth. Detail in this regard should be submitted with bid.
- n) Valid Type Test Reports issued by designated lab(s) mentioned in NTDC revised type test policy (Amended-to-date)

- o) Bidder has to attach a declaration on its letter head that bidder (in case bidder is also manufacturer) or bidder & manufacturer both (in case bidder is not manufacturer) have not defaulted any contract agreement/purchase order in WAPDA/NTDC/DISCOs.
- p) Valid and fresh manufacturer's authorization(s) from original manufacturer OR valid & fresh manufacturer's authorization from the Authorized Distributor for proprietary items only i.e. those spares which are mentioned with the manufacturer's/brand/model names only. For instance, VCB Trolleys, Test Plugs, Tulip/spiral contacts, VCB interrupters etc.
- q) Satisfactory Operational/Performance Certificates as per bidding document.
- r) Bidder/JV has to attach "Certificate of Quality and Standards" on its letter head that offered material shall be strictly as per WAPDA/NTDC/IEC standards (amended to date).
- s) Integrity Pact
- t) Financial statements and documents to ascertain the financial health of bidder.
- u) Original bid security/bank security as per bidding document
- v) Schedule of prices in respect of equipment
- w) Annex-I of PPRA SRO 592
- x) Any other document required in the **BDS**.
- y) Undertaking/certificate regarding the bidder (in case bidder is not manufacturer) and its manufacturer both are jointly & severally responsible for completion of contract is case of award.

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.

4.2 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 IB.20, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

4.3 **Clarification of Bidding Documents**

Any prospective Bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.5 AMENDMENT OF BIDDING DOCUMENT

5.1 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.

5.2 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 in such addenda have been considered in preparing his bid.

5.3 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 IB.14.

C. PREPARATION OF BID.

IB.6 LANGUAGE OF BID

6.1 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.

IB.7 DOCUMENT COMPRISING THE BID.

7.1. 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 IB.13
- iii. Schedule (A to F) to Bid duly filled and signed, in accordance with the instructions contained therein.
- iv. Schedule of prices completed in accordance with Clauses IB.8 and 9.
- v. Bid Security furnished in accordance with Clause IB.11.
- vi. Power of attorney in accordance with Clause IB.13
- vii. Any other Documents prescribed in particular conditions of contract or technical provision to be submitted with Bid.
- viii. Declaration regarding use of prime materials.
- ix. Manufacturer's Authorization letter in case of supplier.
- x. Schedule of technical data & drawing.
- xi. Supply record and manufacturing capacity.

IB.8 FORM OF BID AND SCHEDULES.

8.1 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 IB.7

IB.9 BID PRICES.

9.1 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 bidder's 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 ot Clause IB.20.

IB.10 CURRENCY OF BID.

10.1 Prices shall be quoted in the Pak . Rupees.

IB.11 BID SECURITY.

11.1 All E-Bids must be accompanied by Bid Security in the fixed amount as mentioned in Table-01 below of the Bidding documents in the favour of Chief Engineer (Development) PMU QESCO, Quetta in the shape of "Bank Guarantee"/CDR from any Scheduled Bank of Pakistan, valid for 28 days beyond bid validity date.

11.2 The Bid Security shall be , at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a scheduled Bank of Pakistan or from a foregin bank dulyconter guaranteed by a scheduled Bank of Pakistan in favour of the Purchaser/supplier on the

prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture submitting the Bid.

“For avoidance of doubt, a Bid Security issued by a foreign bank but not counter guaranteed by a Scheduled Bank in Pakistan shall not be acceptable and rejected non-responsive”

- 11.3 The Bid security is required to protect the Purchaser against the risk of bidder’s conduct which would warrant the security’s forfeiture, pursuant to Sub-Clause 11.7 hereof.
- 11.4 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the purchaser as non responsive, pursuant to IB.20.
- 11.5 Public Sector Entity are allowed to submit on their behalf “ Letter of Commitment/Certificate” in lieu of bid security as per PPRA letter No.F.T/68/2013/Legal/PPRA dated 31-03-2014 on production of :-
- i) Proof of being Government Entity/ Public Sector Enterprises.
 - ii) An undertaking that there will be no deviation/default from the tender rules otherwise they will be liable under the rules for deposit of the default charges i.e. at the rate of 2% from their resources.
 - iii) Previous Records of submitting certificates/commitment Letters in place of Bid Security.
- 11.6 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 .
- 11.7 The Bid Security of successful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.24 and signed the contract agreement.
- 11.8 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 IB.20.2 hereof; or
 - c. in case of successful bidder , if he fail to;
 - (i) furnished the required performance security in accordance with Clause IB.25 or
 - (ii) sign the contract agreement.

TABLE-01

AMOUNT OF FIXED BID SECURITY AGAINST TENDER NO./ LOT

Following are the fixed bid securities against tender No./Lot in Pakistani Currency.

Tender No.	Sr #	Description of Material	Unit	Total Qty Req:	Amount fixed bid security
STG-24/2025-26	1	132 kV D/C ZM-I Type Tower without Stubs & Cleats.	Nos.	103	4,282,740.00
	2.	Stubs with Cleats Complete Set for ZM-I Type Tower. Along with Nut & Bolts & All Allied Accessories	Sets	103	
STG-25/2025-26	1.	Disc Insulator 80 KN (Normal) Ball & Socket Type	Nos.	13803	2,070,450.00

IB.12 VALIDITY OF BIDS

- 12.1 Bids shall remain valid for **120 days** from the date of opening as prescribed in Clause IB.15

IB.13 FORMAT AND SIGNING OF BIDS

- 13.1 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.
- 13.2 All Schedules to Bid are to be properly completed and signed.

- 13.3 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.
- 13.4 Each bidder shall prepare one (1) Original and One (1) Copy, of the documents comprising the bid as described in Clause IB.6 and clearly Mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 13.5 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.
- 13.6 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.
- 13.7 Bidders should retain a copy of Bidding Documents as their file copy.

IB.14 BIDS LIABLE TO REJECTION

Bids are liable to be rejected and declared as rejected/non-responsive forthwith if:

- a. The bid is not submitted on EPADs.
- b. Original bid security is not submitted.
- c. The bid covers only a part/portion of the required equipment /lot instead of complete quantity.
- d. Alternate proposal is submitted with the bid.
- e. Supply record (copies of contract) is not provided with the bid to ascertain the qualification criteria as mentioned in section “I” ITB of the bidding document.
- f. Offer letter/Form of Bid as provided in the bidding document is not attached with the bid or not duly signed and stamped or filled by the bidder.
- g. Financial statements and documents are not attached with the bid as required in bidding document
- h. The bidder or its quoted manufacturer whose bid security/performance security was forfeited by WAPDA/NTDC/DISCOs due to non-performance of the contract in the last 03 years starting from the date of the opening of this tender.
- i. Firm (Bidder/manufacturer/contractor etc.) blacklisted/debarred by any organization national/worldwide as per PPRA Rules, 2004 and any other instructions/clarifications imparted by PPRA regarding blacklisting/debarment of particular firm or any other firm.
- j. Letter of Intent to form a Joint Venture in case of award of contract or Joint Venture Agreement (JV) is not attached with the bid, if firm have participated in JV.
- k. Integrity Pact is not attached with the bid.
- l. Valid and fresh manufacturer’s authorization is not attached with the bid.
- m. Fake manufacturer authorization is attached with the bid.
- n. Bidder/manufacturer/JV do not attach its registrations including FBR, pre-qualification/general order supplier etc.
- o. The bid covers only a part /portion of the required equipment / partial quantity instead of complete quantity mentioned in lot.
- p. Any false statement made in the bid or conditional bid is submitted.
- q. Any practice/act to influence the evaluation till award of the contract.
- r. All the Forms **(Section-VI) (Form 1 to 22)** which are mentioned in this bidding document are not filled and duly signed & stamped by the bidder.
- s. The firm will be declared non-responsive if the firms

/bidders/suppliers/contractors/local agents /subsidiaries/ one or both JV partners, who have defaulted/did not supplied material/ poor performance/forfeiture of bid or performance security / sub-standard material against any contract agreement/purchase order in WAPDA/NTDC/DISCOs during the last three (03) years starting from the date of opening of this tender.

- t. The bidder shall submit an Undertaking along with his bid that the Bidder is not black listed/debarred by NTDC/WAPDA/DISCOs/any Government/ Public department/Donor Agencies at the time of submission of bids. Non-submission of this undertaking may result in the rejection of the bid. The said undertaking will subsequently become part of Contract Agreement/purchase order as well.
- u. Non-provision of information regarding beneficial owners on Annex-I as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCOs/ NTDC/ WAPDA or any procuring agency who are consistently non-performing (Non-delivery of material, non-submission of Performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements etc.) then the bidder's having same Beneficiary/ owners firm's shall be declared as non-responsive.
- v. All participating bidders quote the same price against offered material. Such activity shall be considered under fraudulent practice and action will be initiated as per clause **IB 27** of the bidding document. Moreover, matter will be forwarded to Competition Commission of Pakistan for further strict action.
- w. Complete bid is not signed & stamped by the bidder

D. SUBMISSION OF BID.

IB.14 SEALING AND MARKING OF BID

14.1 Each bidder shall submit his bid as under:

- a. The electronic bids must be submitted by using EPADS on scheduled date & Time. Manual bids shall not be accepted. Electronic bids will be opened publically in presence of Bidders or their representatives who wish to attend on above mentioned Date & Time in the Office of Chief Engineer (Dev) PMU QESCO, Quetta.
- b. All E-Bids must be accompanied by Bid Security amount mentioned in Bidding documents in the favour of Chief Engineer (Development) PMU QESCO, Quetta in the shape of "Bank Guarantee"/CDR from any Scheduled Bank of Pakistan, valid for 30 days beyond bid validity date. The bidders shall upload scanned copy of Bid Security on EPADS. Original Bid Security in an envelope clearly marked with tender No., and title shall be submitted in the Office of Chief Engineer (Dev) PMU QESCO, Zarghoon Road, Quetta., on or before the closing date & time of E-Bids submission, failing which the E-Bid shall be rejected.

14.2 The Original Bid Security envelope shall:

- a. be addressed to Chief Engineer (Development) PMU, 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 .

14.3 The Original Bid Security shall be delivered in person or sent by registered mail at the address to Purchaser as given in Sub Clause 14.2 (a) above.

- 14.4 In addition to identification required in Sub Clause 14.2 hereof, the envelope shall indicate the name and address of the bidder to enable the bid security to be returned unopened in case it is declared "late" pursuant to Clause IB.16
- 14.5 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.15 DEAD LINE FOR SUBMISSION OF BIDS

15.1

- a. Bid must be received by the purchaser at the address specified in sub Clause 14.2 (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.

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

15.3 The purchaser may, at his discretion , extend the deadline for submission of Bids by issuing an addendum in accordance with Clause IB.5 , 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.

IB.16 LATE BIDS

16.1

- a. Any bid received by the purchaser after the deadline for submission of Bids prescribed in Clause IB.15 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.

IB.17 MODIFICATION, SUBSTITUTION AND WITHDRAWL OF BIDS

- 17.1 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.
- 17.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provision of Clause IB.14 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWL", as appropriate.
- 17.3 Withdrawl of a Bid during the interval between the deadline 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 IB.11.

E. BID OPENING AND EVALUATION.

IB.18 BID OPENING

- 18.1 A committee consisting of nominated members by the purchaser will open the bids, including withdrawal, substitution and modification met pursuant to Clause IB.17, in the presence of bidder's representatives who choose to attend , at the time , date and

location stipulated in the invitation for bids. The bidders representatives who are present shall mark their attendance on EPADs.

- 18.2 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 withdrawal has been submitted pursuant to Clause IB.17 shall not be opened .

IB.19 CLARIFICATION OF BIDS

- 19.1 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.

IB.20 PRELIMINARY EXAMINATION & DETERMINATION OF RESPONSIVENESS OF BIDS

- 20.1 Prior to the detailed evaluation of Bids pursuant to Clause IB.21,

- (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 experience,
 - (ix) the Bid does not deviate from basic technical requirements and,
 - (x) the Bids are generally in order.
- (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) tender is in some way connected with bids submitted under names different from his own.
 - (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 contrast 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.

- (viii) It is not accompanied with valid type test reports or confirmation for fresh type testing
- 20.2 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 summery, 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.
- 20.3 Prior to the detail evaluation, pursuant to Clause IB.21 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.
- 20.4 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.
- 20.5 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.

IB.21 DETAILED EVALUATION OF BIDS.

- 21.1 The purchaser will evaluate and compare only the Bids previously determined to be substantially responsive pursuant to Clause IB.20 as per requirement given here under.
- 21.2 Evaluation and Comparison of Bids:
- a. Bid will be evaluated for complete scope of work/Lot. Bids not covering the entire equipment included in the tender shall be considered non-responsive and shall not be considered for further comparison.
 - b. The prices will be compared on the basis of the evaluated Bid price. The following method will be applied for evaluation of the bids received against this tender:

Basis of Price Comparison

The evaluation and comparison of bids shall be on Free Consignee Store FCS (T&G) Warehouse QESCO, Sibbi Road Quetta) prices. Further, the evaluation of a bid will take into account, in addition to the Bid Price, the factors (adjustments) in the manner and to the extent indicated herein below.

i) Price Adjustment for Deviation in Terms of Payment

Not permitted

ii) Price Adjustment on account of Late Delivery

Delivery schedule offered in the bid. Bids, offering delivery later than the schedule given by the Purchaser, shall be adjusted in evaluation by adding to the bid price an amount of 0.05% of the FCS prices of the goods per day of late delivery for a maximum period of 60 days. Any Bid offering delivery schedule beyond 60 days from the required delivery period shall be considered non-responsive and rejected.

iii) Price Adjustment on account of Missing items:

The cost of minor omissions or missing items in the scope of supply, services, etc. shall be added to the Bid Price to allow for Bid comparison on an equal basis. The price adjustment shall be based on a reasonable estimate of the cost by the executing agency, Purchaser, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming Bids. The price adjustment shall be based on the fair price of the omitted item quoted by the next higher bidder.

iv) Domestic preference:

Price preference to goods offered on **FCS** in Pakistan basis may be considered as and if applicable/allowed in accordance with the prevailing directives of the Govt. of Pakistan. **FCS** Price will be considered as landed cost. In order to claim price preference as per SRO-827(1)/2001 issued by Govt. of Pakistan, Ministry of Commerce, Islamabad dated: 3rd December, 2001, the following documents are required while submitting the Bid.

- a) Detail of percentage value addition through indigenous manufacturing alongwith list of foreign and local components for manufacturing with complete back price for each component etc
- b) Verifiable import documents (with documentary proof)
- c) Proof of price preference already given by already DISCO/NTDC.

Note: QESCO reserve the right to physically verify the value addition, if required.

- c. It will be examined in detail whether the Goods offered by the bidder comply with the technical provisions of the bidding documents.

IB.22 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.
- c. to delete any item before placing purchase order.
- d. to enhance the quantity of material/equipment indicated in the contract during the currency of the contract provided that the cost of additional material/equipment does not exceed by an amount of 15% of the total value of original contract.

F. AWARD OF PURCHASE ORDER

IB.23 PURCHASER'S RIGHT ACCEPT ANY BID AND TO REJECT ANY OR ALL BID.

- 23.1 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 purchaser's action except 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.

IB.24 NOTIFICATION OF AWARD

- 24.1 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 .
- 24.2 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.
- 24.3 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.

IB.25 PERFORMANCE SECURITY

- 25.1 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.
- 25.2 Failure of the successful Bidder to comply with the requirement of sub Clause IB.24.1.or Clause IB.25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.26 INTEGRITY PACT.

The Bidder Shall sign and stamp the Integrity Pact provided at sheduled- F 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.

G. MECHANISM OF BLACKLISTING

IB.27 MECHANISM OF BLACKLISTING

- 27.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
 - i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - ii. Fails to perform his contractual obligations; and
 - iii. Fails to abide by the id securing declaration;
 - iv. Procuring Agency's Mechanism as per BDS
- 27.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 27.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 27.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

- 27.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 27.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
- 27.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 27.8 The Procuring Agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 27.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 27.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.
- 27.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 27.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as it deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.
- 27.13 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 27.14 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as it deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final

CONTRACT CONDITIONS

1. i) The quoted prices shall be firm and final on FCS basis Without GST.
- 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 along with 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 up to 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 Fifteen (15) days after issuance of letter of intent (LOI). The performance security shall be an amount equal to **Seven (07) percent** of the Contract price with validity up to 24 months after FCS delivery of the material.

2) **SPECIFICATIONS AND DRAWINGS**

- i) All the goods, the quantities of which are defined in Schedule of Prices for main equipment, shall be of the material in accordance with the Technical Specifications of tendered material.
- ii) Goods and material specified in the Technical Specification must comply with standards cited or other recognized standards, which ensure an equal or higher quality than the standards mentioned.
- iii) The contract shall be executed in strict conformity with the specifications of tendered material and the supplier shall do no 'Work' without proper specifications, instructions and/or drawings.
- iv) Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa, it shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Engineer whose written explanation and/or clarification shall be obtained before proceeding with the work.

- v) The supplier shall submit to Engineer under intimation to the Purchaser, within 15 days of the issuance of the Notification of Award, for approval of the Engineer, four (4) copies of all drawings, technical literature, data, operation and maintenance instruction books and/or manuals required under the specifications and such other documents as are required in the Technical Specifications or other provisions of the bidding documents or, if he deems necessary, require changes or modifications to be made therein, he shall return two copies to the Supplier marked “Approved”, “Approved as Noted” or “Returned for Correction”. Each drawing which is noted “Returned for Correction” shall be resubmitted to the Engineer after corrections.
- vi) The Supplier shall allow 15 days for the Engineer’s approval of drawings in his schedule of work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be the responsibility of the Supplier are no extension in time will be allowed on this account. Delays in obtaining approval caused by the Engineer beyond 15 days will entitle the Supplier to an extension of time.
- vii) Approval by the Engineer does not relieve the Supplier of his responsibility to do the work in accordance with the Contract.
- viii) The Supplier shall be responsible for any discrepancies, errors or omissions in any drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer or not.
- ix) All drawings and documents furnished by the Supplier in accordance with the Contract shall become the property of the Purchaser.
- x) Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relates to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

3) **TERMS OF DELIVERY.**

Free delivery to QESCO T&G Warehouse Sibi Road Quetta.

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

The delivery of material shall be completed 120 **days** offered on FCS basis, counted from the date of issuance of Purchase Order. Full Delivery period is the essence of contract and delivery must be completed not later than the date specified. The term “delivery date” shall mean the date of 1st day of Inspection or 30th day of inspection call whichever is earlier, shall be reckoned as date of delivery of T&G Ware House QESCO Quetta, provided the goods accepted for supply have been delivered within 20 days for (local supply) and 60 days for (foreign supply) of issuance of Inspection Certificate subject to the condition that supplier / manufacturer offer the material for inspection at least 30 days prior to the due date and offer is not accepted due to being a fake call or material not confirming to the specification.

5) **INSPECTION.**

- i) To ensure the manufacture of Goods to be in conformity with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacture. The Supplier shall maintain an independent quality control department which shall be responsible for enforcing the quality assurance program. Upon Award of the Contract, the Supplier and the “Engineer” (QESCO) shall establish mutually acceptable quality control and inspection procedure.
- ii) The Engineer may require to witness any or all the tests during manufacturing for such purpose the Supplier shall provide free access at all times during manufacture, assembly and testing to the premises in which the work is being carried out.
- iii) The finished goods shall be subjected to the sample and routine tests as described in the Specifications.
- iv) Inspection of material will be carried out at your works by the authorized representative of the Engineer (QESCO). A notice of at least **30 days** in writing shall have to be given to the Engineer (QESCO) by you when the goods against the order are ready for inspection for witnessing such tests with date time & place at the following address:-

Chief Engineer Development),
PMU QESCO, Zarghoon Road
Quetta, Pakistan
Telephone No.

92-81-9201750

92-81-9201467

Fax No.

92-81-9201628

- v) 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.
- vi) The cost of performing as well as witnessing any tests by the inspector during pre-shipment foreign inspection shall be borne by the supplier if such tests are clearly intended by or provided for in the specifications or schedule of prices or as agreed between purchaser and the supplier. Witnessing of the tests will cover the expenses of **Two inspectors from QESCO** including return air ticket from Lahore Pakistan to the place or places of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance of **100 US\$** to meet other expenses. In addition, all expenses regarding visa stamping (visa fee, first class traveling, A class accommodation etc.) of the approved inspector shall be borne by the bidder.
- vii) For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to two inspecting officers from QESCO by you at your expense for carrying out inspection including travel expenses (return air tickets for places of inspection located out of Lahore), local transportation, boarding/lodging in any A class accommodation, daily allowance of **Rs. 15,000/-** to meet other expenses.
- viii) In case the goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the inspector shall be borne by the Supplier and the equipment released or modified to the satisfaction of the Purchaser without any additional cost to the Purchaser.

- ix) Any inspection and/or witnessing of tests or the waiving of such tests and/or surveillance by the engineers/inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract regardless of any approval or consent given by the engineers and or inspectors.
- x) Two copies of all the inspection and Tests Reports and certificates including those for quality control shall be supplied to the Engineer. The reports and certificates of such tests as have been witnessed shall be countersigned by the Engineer and/or inspectors.

6) **PAYMENT.**

- (a) Manager (Project Finance) PMU 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.
 - iii. Warranty Certificate.
 - iv. Confirmation of Chief Engineer (Development), PMU QESCO about acceptance of Performance Bond.
 - v. Inspection Certificate issued by inspection committee.
 - 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. (If applicable)**
- (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, Manager Project Finance PMU 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

Chief Engineer (Development) PMU 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 Chief Engineer (Development), PMU QESCO about acceptance of Performance Bond.
- v) Inspection Certificate issued by inspection committee.
- 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.

7) **CONSIGNEE.**

QESCO T&G Warehouse Sibi Road 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 **18 Months** from the date of installation/commissioning or **24 Months** from date of completion of supply of last consignment whichever is earlier. 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 three percent (3%) per month or a fraction, thereof subject to a maximum of Seven percent (07%) of the contract price, the liquidated damages shall be recovered only on the stores supplied late, 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/DISCO/NTDC/PPMC, or
- (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 WAPDA / 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.

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.

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 previously mentioned, 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.

16) **ARBITRATION:**

The place of arbitration shall be Quetta (Balochistan) Pakistan.

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 thirty days (28) days beyond the period of validity of bid.
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 _____ duly authorized to sign and on behalf of _____

(Name of bidder in Block Capital)
(Seal)

Address _____

Witness:

(Signature) _____

(Name) _____

Address _____

Occupation _____

SCHEDULE OF PRICES

Tender No.	Lot #	Sr #	Description of Material	Unit	Total Qty Req:	Unit price FCS basis without sales & other taxes (Rs.)	Total FCS price without sales & other taxes (Rs.)
STG-24/2025-26	Sr.#	1	132 kV D/C ZM-I Type Tower without Stubs & Cleats.	Nos.	103		
		2	Stubs with Cleats Complete Set for ZM-I Type Tower. Alongwith Nut & Bolts & All Allied Accessories	Sets	103		
STG-24/2025-26	Sr. #	1	Disc Insulator 80 KN (Normal) Ball & Socket Type	Nos.	13803		
Grand Total							

Note: In Case of Discrepancy, between unit price and total, the unit price will prevail.

Bid covering only part of a tender/Lot will be rejected.

Seal & Signature of Bidder

SCHEDULE OF DELIVERIES

120 days subject to re-consideration at the time of issuance of P.O in accordance with field formation requirement.

Note: Delivery period will be reckoned from the date of issuance of Purchase Order.

Seal & Signature of Bidder

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
-------	--------------------------	---------------------------

SEAL & SIGNATURE OF BIDDER

--

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
-------	-------------------------	---------------------------

SEAL & SIGNATURE OF BIDDER

SCHEDULE OF QUALIFICATION OF BIDDER

- NOTES: 1) Please supply the following information with the bid separately and indicate herein its references where this information is available.
- 2) Non submission of the required information may result in rejection of the bid.

SR. NO.	INFORMATION TO BE SUPPLIED	BID REFERENCES
1.	Name of bidder, business address and country of incorporation.	
2.	Type of firm whether individual owned, partnership, corporation or Joint Venture and the names of its owners or partners.	
3.	Annual report or qualification statement giving general description of the firm, sort and loss of business carried out, balance sheet, profile and loss statement turn over and business done by the firm, duly authenticated.	
4.	Location and address of manufacturing facilities.	
5.	Full description of factories owned and the annual manufacturing capacities of the various items made therein.	
6.	Details of the factory or factories where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories and the processes used in manufacturing. Where parts or components are purchased outside. The details of equipment purchased and the name of the suppliers.	
7.	Detailed description of the quality control, testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangement such as the duration of the license. The facilities provided to the bidders by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached alongwith copies of amendments/addenda, if any to the same.	
8.	Names, qualifications and experience of the principal technical personnel, (Attach additional sheets, if required).	
9.	The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.	
10.	The time since the particular model of equipment offered has been manufactured and the time for which it has been in service.	
11.	Reference lists of similar works done by the bidders in his country and abroad indicating the name of customer, description and quality of product, year of supply and the approximate value (Attach additional sheets if required).	
12.	Banking reference, Name of Banks and addresses may be given to whom references regarding finance at capability of the bidder may be made.	

NOTE: Bidders are advised to respond fully to above questions to satisfy requirements of clause 11 of section-II. Failure to provide adequate information may render bid non-responsive.

SEAL & SIGNATURE OF BIDDER

(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, finder's 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 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.

..... 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 times the sum of any commission , gratification ,bribe , finder's 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]

Financial Situation

Each Applicant or member of a JV must fill in this form

Financial Data for Previous 3 Years [PkR Equivalent]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Total Debt			
Receivables			
Inventories in Head			

Information from income statement

Total Revenues/ Sales			
Profit Before Taxes			
Profit After Taxes			
Interest Charges Paid			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions;
- All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Average Annual Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for Contracts/Orders in progress or completed, converted to Pak Rupees at the rate of exchange at the end of the period reported.

Annual Turnover Data for the Last 3 Years			
Year	Amount Currency PkR. in Million	Exchange Rate (NA)	Pak Rupees Equivalent
Average Annual Turnover			

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total orders cash flow demands of the subject contract or contracts as indicated in Qualification Criteria

Financial Resources		
No.	Source of financing (Supporting documents must be attached)	Amount (PkR in Million)

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 + 28 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 therefore, 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 and 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 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)	

FORM OF PERFORMANCE 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): _____

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 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. _____ (Corporate

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

TECHNICAL PROVISION/ SCHEDULE OF TECHNICAL DATA

TECHNICAL SPECIFICATION

The offered material shall conform to WAPDA/NTDC/IEC standards (amended to date)

Tender No.	Material Description	Specifications (Amended to Date)
STG-07/2025-26	132 kV D/C ZM-I Type Tower without Stubs & Cleats.	P-139:80, P-82:81, P-162:81, P-104:76, P-20:68, P-19:83, P-135:80, P-163:82, P-166:83, P-135:80
	Stubs with Cleats Complete Set for ZM-I Type Tower. Alongwith Nut & Bolts & All Allied Accessories	
STG-12/2025-26	Disc Insulator 80 KN (Normal) Ball & Socket Type	P-8, IEC-60383

Annex-I of PPRA SRO 592

Beneficial Ownership Declaration Performa

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

1. Name: _____
2. Father's Name / Spouse's Name _____
3. CNIC/NICOP/Passport No. _____
4. Nationality _____
5. Residential Address _____
6. Email Address _____
7. Date on which shareholding, control or interest acquired in the business. _____
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified	Date of Incorporation/registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimate owns or control the legal person or arrangement

9. Information about Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figure and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

[Additional page may be added if required]

Name and Signature
(Person authorized to issue notice on behalf of the company)