

# **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

## **BID DOCUMENT FOR**

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### **REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)**

**(Single Stage One Envelope Procedure)**

**3/10/2021**

- Invitation to Bid
- Instructions to Bidders
- Technical Specifications / TORs
- Bid Form
- Schedules:
  - Schedule – A Special Stipulations
  - Schedule – B Price Schedule
- Bid Security Form
- Performance Security Form
- Draft Contract
- Conditions of Contract

# PUNJAB POWER DEVELOPMENT COMPANY LIMITED

## INVITATION TO BID

### FOR

#### REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)

Sealed Bids are invited from Suppliers / Firms / Companies / Business Individuals (Eligible as per Bid Document) for “**REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)**” as per PPRA rules 2014 (amended).

Bidding Document, in the English language, shall be purchased by the interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of Pak **Rs. 1,000/-** which should be deposited in PPDCCL bank account No **PK10-BPUN-6580-0397-5250-0018, Tricon Corporate Center, Bank of Punjab, Lahore**. A pre-bid meeting will be held on **March 17, 2021** at 1500 Hours. Detail of estimated cost and required bid security is as under;

S. No.	Estimated Price	Bid Security
1	Repair/ Maintenance of Company Vehicle (Toyota Hilux Vigo) Rs. 843,300/-	5% of Estimated Price

Bids must be delivered to the address below at or before **March 31, 2021** on 1500 hours. Technical and Financial Bids will be opened on the same day on 1530 Hours in the presence of the Bidders’ representatives who choose to attend at the address below. M/s Punjab Power Development Company Limited will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.

Bidding Documents are immediately available after date of publication. In case of official holiday on the day of submission, next working day will be treated as closing date. Tender notice will also be posted on PPDCCL ([www.ppdcl.com.pk](http://www.ppdcl.com.pk)) and PPRA website ([www.ppra.com.pk](http://www.ppra.com.pk))

#### General Manager (P&C)

63-B, 3<sup>rd</sup> Floor Mega Tower Main Boulevard, Gulberg-II, Lahore

Ph.: 092-42- 99332153-56, Fax: +92-42-99332157

Email: [ppdcl.dmm@energy.punjab.gov.pk](mailto:ppdcl.dmm@energy.punjab.gov.pk)

## **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

### **REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)**

1. **Estimated Cost:**

**PKR 843,300/-** as per Technical Specifications / TORs

2. **Bid Security:**

Each bidder will submit an original Bid Security equivalent to 5% of estimated cost i.e. **Rs. 42,165/-** along with the **Technical Bid** in form of CDR / Bank Guarantee / Demand Draft / Pay Order in favor of Punjab Power Development Company Limited (PPDCL).

**Note:** Bid will be considered as Non-Responsive in case of non-submission of Original Bid Security along with Bid.

### **TENDER SPECIFIC INSTRUCTIONS FOR BIDDERS**

1. **Filling of Price Schedule:**

Each bidder will fill the Price Schedule completely for all items/ equipments. Partially filled Price Schedule will not be acceptable.

2. **Evaluation of Bids:**

Bids will be evaluated on the basis of Total Bid Price. Incomplete or partially filled bids will be considered as non-responsive.

3. **Payments:**

Payments will be made against maintained/ replaced parts & services only. The time period is defined in this bid document for payments against submitted bills.

4. **Sign and Stamp**

Bidder is required to stamp every page of the bid document along with signature at the required pages and submit back along with the bid.

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## **INSTRUCTIONS TO BIDDERS**

### **INTRODUCTION**

#### **1. Scope**

- 1.1 The Client wishes to receive Bid for “Repair/ Maintenance of Company Vehicle (Toyota Hilux Vigo)” mentioned in Invitation to Bid (hereinafter referred to as Goods) and provide services such as delivery, testing, and other such obligations specified in Technical Specifications / TORs (hereinafter referred to as Services).
- 1.2 The bid is to be completed and submitted to the Client in accordance with these Instructions to Bidders.

#### **2. Eligible Bidder**

- a) Certification for authorized dealers of Toyota
- b) Registration with Income Tax Authorities
- c) Tax Payer Status for the last two “2” years
- d) Income Tax Returns for duration corresponding with Taxpayer Status
- e) Registered with Sales Tax Authorities (if applicable)
- f) Affidavit on legal paper that firm is not black listed by any Govt. agency / firm.
- g) Bank Statement showing Financial Soundness
- h) Evidence showing 10 years working experience

#### **3. Eligible Goods & Services**

- 3.1 The Goods and Services to be supplied under the Contract shall have their origin in eligible source countries.
- 3.2 For purposes of Clause 3.1 above, "origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

#### **4. Cost of Bidding**

- 4.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **5. Joint Ventures**

- 5.1 Joint Ventures / Consortium and Sub Contracting is not allowed.

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## 6. Assurance

- 6.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods and Services pursuant to the Contract, within the time set forth therein.

## BIDDING DOCUMENTS

## 7. Contents of Bidding Documents

- 7.1 The Goods required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- a) Instructions to Bidders
- b) Technical Specifications / TORs
- c) Bid Form
- d) Schedules:
  - Schedule – A Special Stipulations
  - Schedule – B Price Schedule
- e) Bid Security Form
- f) Performance Security Form
- g) Draft Contract
- h) Conditions of Contract

- 7.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

## 8. Clarification of Bidding Documents

- 8.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the Client in writing or by e-mail or fax at the following address:

Punjab Power Development Company Limited (PPDCL)  
63-B, 3<sup>rd</sup> Floor Mega Tower Main Boulevard Gulberg-II, Lahore  
Tel: +92-42-99332153-56, Fax: +92-42-99332157,  
Email: ppdcl.dmm@energy.punjab.gov.pk

Owner will examine the request for clarification of the Bidding Documents which it receives not later than **seven (7) days** prior to the deadline for the submission of bids and if needed will issue the clarification of the Bidding Documents at least **three (3) days** before the date of submission of Bids (without identifying the source of enquiry but including its description) to all prospective Bidders who have purchased the Bidding Documents.

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### **9. Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of bid, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment.
- 9.2 The amendment shall be part of the bidding documents, pursuant to Clause 7.1, will be notified in writing or by email to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.
- 9.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Client may, at its discretion, extend the deadline for the submission of bids.

## **PREPARATION OF BID**

### **10. Language of Bid**

- 10.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

### **11. Documents Comprising the Bid**

- 11.1 The evaluation of Bid submitted shall be inclusive of, but not be limited to, the following factors:

**a) Bid Form**

The Bidder shall complete the Bid Form in accordance with Clause 12.

**b) Price Schedule**

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents in accordance with Clauses 13 & 14.

**c) Bid Security**

The bidder shall furnish Bid Security in accordance with Clause 15.

### **12. Bid Form**

- 12.1 The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules furnished in the bidding documents.

### **13. Bid Prices**

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- 13.1 The bidder shall complete Schedule B, Price Schedule for all Item / Equipment as per the instructions contained in this document.
- 13.2 Prices quoted in the Price Schedule for the Goods and Services should be entered in the following manner:
- i) The price of the Goods will be quoted FOR (including conversion of price of item in USD to PKR + adding risk of inflation + local insurance + local transportation + profit margin etc.) Lahore inclusive of after sale services at the address provided in Schedule A / Technical Specifications.
  - ii) Bidders shall quote rate for all Items / Equipment in Price Bid Schedule (B).
  - iii) The blank or partially / conditionally filled Price Bid Schedule B will be considered as non-responsive for the entire bid.
  - iv) The price is to be submitted in Pak Rupees only and should include all taxes.
  - v) Alternate financial Bids are not allowed.

- 13.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

### 14. Bid Currencies

- 14.1 Prices shall be quoted in Pak Rupees.

### 15. Bid Security

- 15.1 Pursuant to Clause 11.1(c), the bidder shall furnish, as part of its Bid, an original bid security equivalent to **5%** of estimated cost **i.e. Rs. 42,165/-**
- 15.2 The bid security shall be denominated in Pak Rupees and shall be in shape of Call Deposit Receipt (CDR) / Bank Guarantee / Demand Draft / Pay Order in favor of Punjab Power Development Company Limited (PPDCL), valid for a period 28 days beyond the Bid Validity date.
- 15.3 The bid not secured in accordance with Clauses 15.1 and 15.2 above will be rejected by the Client as non-responsive.
- 15.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract as but not later than thirty (30) days after the expiration of the period of bid validity.
- 15.5 The successful bidder's bid security will be returned, upon the bidder's signing the contract, pursuant to Clause 31, and furnishing the performance security, pursuant to Clause 32.
- 15.6 The bid security may be forfeited:
- (a) If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
  - (b) If the bidder does not accept the correction of the Total Bid Price pursuant to Clause 24; or
  - (c) If the bidder fails;

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- (i) To sign the contract in accordance with Clause 31, or
- (ii) To furnish the performance security in accordance with Clause 32.

### **16. Period of Validity of Bid**

- 16.1 The bid shall remain valid for One Hundred Eighty (180) days from the date of bid opening, pursuant to Clause 19.
- 16.2 Notwithstanding Clause 16.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by cable or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

### **17. Format and Signing of Bid**

- 17.1 The bidder shall submit duly filled original Bidding Document issued to him in Financial Bid.
- 17.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the person signing the bid.
- 17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## **SUBMISSION OF BID**

### **For**

## **SINGLE STAGE ONE ENVELOPE BIDDING PROCEDURE**

### **18. Sealing and Marking of Bid**

- 18.1 The bid shall be a single package one envelope. The bidder shall seal the original bid in an outer envelope.
- 18.2 The envelope shall:
  - (a) Be addressed to the following address:  
  
General Manager (P&C)  
63-B, 3<sup>rd</sup> Floor Mega Tower, Main Boulevard, Gulberg-II, Lahore  
Tel: +92-42-99332153-56, Fax: +92-42-99332157,  
ppdcl.dmm@energy.punjab.gov.pk
  - (b) Bear the following identification:

Bid for "REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)



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DO NOT OPEN BEFORE March 31, 2021.

18.3 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

18.4 Fax bid will not be entertained.

## **19. Deadline for Submission of Bid**

19.1 The original bid must be received by the Client at the address specified in Clause 18.2 by 1500 hours on March 31, 2021. Technical and Financial Bids will be opened on the same day and same address at 1530 hours.

19.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **20. Late Bid**

20.1.1 The bid received by the Client after the deadline for submission of bid prescribed by the Client, pursuant to Clause 19, will be rejected and returned unopened to the bidder.

## **21. Modification and Withdrawal of Bid**

21.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for submission of bid.

21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.

21.3 The bid may not be modified subsequent to the deadline for submission of bid.

21.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 15.

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## OPENING AND EVALUATION OF BID

### 22. Opening of Bid

- 22.1 The bid shall be opened by the Purchaser in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 19.1, at the office of the Purchaser, given in Clause 18.2 (a). The bidder's representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the opening.

### 23. Clarification of Bid

- 23.1 To assist in the examination, evaluation and comparison of bid, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing or email, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

### 24. Determination of Responsiveness of Bid

- 24.1 Prior to the detailed evaluation of the bid, pursuant to Clause 26, the Purchaser will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:
- (a) Meets the Eligibility Criteria specified in Clauses 2 & 3;
  - (b) Has been properly signed, stamped and filled all furnished schedules on the Bid Form and submitted in Financial Proposal;
  - (c) Is accompanied by the required Securities and these Securities are valid and in good order;
  - (d) The specifications for each item / equipment / service quoted in the price Bid Schedule B, submitted in Financial Proposal should meet the major criteria as specified for each item / equipment / service in specifications of this document;
  - (e) Meets the delivery period set out in Schedule A Special Stipulations to Bid;
  - (f) Meets the rate and limit of liquidated damages as specified in Schedule A Special Stipulations to Bid;
  - (g) Offers fixed price quotations i.e. the bid do not offer a scalable price quotation;
  - (h) Is otherwise complete and generally in order;
  - (i) Conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
    - (i) Which affects in any substantial way the scope, quality or performance of the Goods / Services; or
    - (ii) Which limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the bidder's obligations under the Contract.
- 24.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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- 24.3 The bid determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.
- 24.4 The Client may waive any minor informality or non-conformity or irregularity in the bid.
- 24.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Client for any arithmetic errors. Errors will be rectified as follows:
- (a) For the Total Bid Price entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total Bid Price, shown in the Price Schedule, will govern unless the Bid Contains a specific statement confirming the total Bid Price.
  - (b) Where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the Client, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item / equipment as quoted will govern and the unit rate will be corrected, and
  - (c) Where there is a discrepancy in the total price quoted in the Price Schedule vis-à-vis addition of each item / equipment, the total of the itemized prices will govern.

The amount stated in the Bid Form will be adjusted by the Client in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item / equipment in the Bid, his entire Bid will be rejected and the Bid Security will be forfeited in accordance with Clause 15.6.

Corrected Total Bid Price: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total Bid Price.

### **25. Evaluation and Comparison of Bids**

The Client will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24, as stated hereinafter.

#### **25.1. Basis of Evaluation and Comparison of Bid**

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation. The evaluation and comparison of the Bid will be done Total Bid Price wise. The offer / contract will be awarded to the Bidder whose corrected and evaluated Total Bid Price is the lowest.

#### **25.2. Evaluated Bid Prices**

The Client evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Price obtained after correction of arithmetical

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errors as stated in Clause 24.5. The price so determined after making such adjustments will be termed as Evaluated Bid Price.

The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only.

For bid offering delivery period of the Service earlier than the period specified in the Schedule A Special Stipulations to Bid, no credit will be given.

Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated on the basis of this base price. The bidder may state alternate payment terms and indicate the reduction in bid price that wish to offer for such alternative payment terms. The Client may consider the alternative payment terms offered by the bidder.

### **26. Contacting the Client**

- 26.1 Any effort by a bidder to influence the Client in the Client's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

### **27. Client's Right to Accept the Bid or Reject the Bid**

- 27.1 The Client reserves the right to accept or reject all bids at his sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Client's action.

## **AWARD OF CONTRACT**

### **28. Post-qualification and Award Criteria**

- 28.1 The Client will determine to its satisfaction whether the bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract
- 28.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.
- 28.3 Subject to Clause 27 above, the Client will award the Contract to the bidder if its bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price and consistent with the current prevailing market prices as determined by the Client, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

### **29. Client's Right to Vary Quantities at Time of Award**

- 29.1 The Client reserves the right at the time of contract award to increase or decrease, by the 15% of total contract value as per PPRA Rules 2014, the quantity of goods specified in the Specifications, without any change in unit prices or other terms and conditions.

### **30. Notification of Contract Award**

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- 30.1 Prior to the expiration of the period of bid validity, the Client will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.
- 30.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 31 below.

### **31. Signing of Contract**

- 31.1 After the acceptance of performance security by the Client, the Client will send to the successful bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 31.2 Within **Three (3) days** of the receipt of such Contract Form, the bidder shall sign and date the Contract and return it to the Client.

### **32. Performance Security**

Within **Ten (10) days** of the receipt of the Letter of Acceptance from the Client, the bidder shall furnish the performance security, in accordance with the Conditions of Contract, in the performance security Form provided in the bidding documents or another form acceptable to the Client.

## **ADDITIONAL INSTRUCTIONS**

### **33. Instructions to Assist the Bidder**

- 33.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents.

### **34. Income Tax & General Sales Tax**

- 34.1. The bidder may make inquiries on income tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

Income Tax / Sales tax to the extent as provided in the rules shall be deducted and withheld from the payment to be made to the service provider for depositing with Government of the Punjab.

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### TECHNICAL SPECIFICATIONS / TORs FOR REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)

Sr.	Description of Items/ Specifications	Unit	Estimated Quantities
1	Piston set	set	1
2	Ring set	set	1
3	Main and Big end Bearings Set	set	1
4	Valve and Guide set	set	1
5	Washer set	set	1
6	Gasket (complete overhauling) (Head Gas kit + valve seals)	set	1
7	Oil Pump	No	1
8	Connecting Rod Bush set	set	1
9	Timing Belt	No	1
10	Timing Bearing	No	1
11	Idler Bearing	No	1
12	Engine oil	Ltr	8
13	oil filter, air filter, fuel filter	set	1
14	Spark Plugs	set	1
15	Water Body	No	1
16	Nozzle Set	set	1
17	Thermostat Valve	No	1
18	Mounting Set (02) & Gear Mounting	set	1
19	Gear Oil	Ltr	3
20	Coolant	Ltr	8
21	Drive Belts	set	1

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22	Fly Wheel	No	1
23	Starter Service	No	1
24	Radiator Service	No	1
25	Black Paint	No	2
26	W-D-40	No	2
27	Silicon Tube	No	2
28	Complete Engine Overhauling Labor	job	1

### **Scope of Work & TORs:**

- Above mentioned items/ equipments and jobs are required for  
Vehicle: Toyota Hilux Vigo  
Engine: 2KD-FTV,  
Make/ Mode: KUN25R-PRMDHP
- The bidder may inspect the vehicle at PPDCL office, Lahore at his own expenses before submission of technical and financial proposal. Upon inspection and assessment of condition, the bidder may decide whether the parts are to be repaired or replaced and quote accordingly.
- Bidder will repair/ maintain (supply/install/commission) the vehicle within period of 1 Month (30 days) after award of Contract.
- Vehicle will be inspected and trial tested by PPDCL's representative at Contractor's workshop.
- Payment will be made through cheque upon production of receipt after completion of work/delivery of vehicle at PPDCL office, Lahore and acceptance by PPDCL's representative. Tax will be deducted at source as per Government Rules.
- The Items/ equipments and repair/ maintenance work shall be in accordance with specifications/ requirements.
- Warranty of repair/ maintenance of vehicle will be upto 20,000 Km or 6 Month, whichever is earlier.
- After repair/ maintenance the vehicle will perform without any deficiency/fault/malfunction.

**Stamp & Signature of Bidder** \_\_\_\_\_

# PUNJAB POWER DEVELOPMENT COMPANY LIMITED

## BID FORM

To,  
General Manager (P&C),  
Punjab Power Development Company Limited (PPDCL)  
63-B, 3<sup>rd</sup> Floor Mega Tower, Main Boulevard, Gulberg-II, Lahore  
Tel: +92-42-99332153-56, Fax: +92-42-99332157,  
Email: [ppdcl.dmm@energy.punjab.gov.pk](mailto:ppdcl.dmm@energy.punjab.gov.pk)

Having examined the bidding documents, the receipt of which is hereby duly acknowledge, for the above goods/ services, we, the undersigned, offer to repair/ maintain in conformity with the said bidding documents for the Total Bid Price for all item / equipment/ jobs.

Description (AS PER TECHNICAL SPECIFICATIONS)	Total Bid Price (PKR)
<b>REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)</b>	
<b>Total Bid Price (Inclusive of All Applicable Taxes)</b>	

<sup>1</sup> [Amounts must coincide with the ones indicated under Total Bid Price in SCHEDULE - B: PRICE SCHEDULE].

Or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated total bid for all items / equipment's / jobs is accepted, to complete the Work in accordance with the Contract Execution Schedule provided in the Schedule-A (Special Stipulations to Bid).

If our Total Bid for all items / equipment's / jobs is accepted, we will provide the performance security as specified in the Schedule-A (Special Stipulations to Bid), for the due performance of the Contract.

We agree to abide by this Bid for the period of **One Hundred Eighty (180)** days from the date fixed for bid opening pursuant to Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

-----  
**Bidder Signature Along With Seal**



**PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

**WITNESS**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# PUNJAB POWER DEVELOPMENT COMPANY LIMITED

## SCHEDULE –A: SPECIAL STIPULATIONS

### REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

		Clause of Conditions of Contract.	
<b>1</b>	<b>Amount of Performance Security</b>	7.1	The bidder shall provide Performance Security equal to ten (10) % of the contract value in Pak. Rs. before signing the Contract. The security shall be in the form of CDR/ Bank Guarantee issued by a scheduled bank of Pakistan, which shall be valid 28 days beyond the Term of the Contract.
<b>2</b>	<b>Delivery of Good / Services</b>		
	Address at which Service to be executed / Delivery to be Made.	10.1	As Per Technical Specifications / TORs.
	Contract Execution Schedule / Delivery Period.	10.2	As Per Technical Specifications / TORs.
<b>3</b>	Time within which payment shall be made after the delivery of certificate of payment to Client & Warranty Period	16.1	Within 30 days of receipt of Invoice according to Technical Specifications/TORs from the Contractor, and the Client has accepted it.
	a) Liquidate damages for delayed delivery thereof.  b) Limit of Liquidated Damages	23.1	a) 01% of the Contract Price of the delayed service per month or part thereof.  b) Not to exceed in the aggregate ten (10%) of Contract Price stated in the Notice of Contract Award/Letter of Acceptance by the Client.
	Warranty / Replacement	15.2	c) upto 20000 Km or 6 Month, whichever is earlier.
<b>4</b>	<b>Term of Contract</b>		Three (3) months

**SCHEDULE - B: PRICE SCHEDULE**

## PUNJAB POWER DEVELOPMENT COMPANY LIMITED

### REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)

Sr.	Description of Items/ Specifications	Unit	Estimated Quantities	Unit Rate (Rs.)	Total Price (Rs.)
1	Piston set	set	1		
2	Ring set	set	1		
3	Main and Big end Bearings Set	set	1		
4	Valve and Guide set	set	1		
5	Thrust Washer set	set	1		
6	Gasket (complete overhauling) (Head Gas kit + valve seals)	set	1		
7	Oil Pump	No	1		
8	Connecting Rod Bush set	set	1		
9	Timing Belt	No	1		
10	Timing Bearing	No	1		
11	Idler Bearing	No	1		
12	Engine oil	Ltr	8		
13	oil filter, air filter, fuel filter	set	1		
14	Spark Plugs	set	1		
15	Water Body	No	1		
16	Nozzle Set	set	1		
17	Thermostat Valve	No	1		
18	Engine Mounting Set (02) & Gear Mounting	set	1		
19	Gear Oil	Ltr	3		
20	Coolant	Ltr	8		
21	Drive Belts	set	1		

**PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

22	Repair of Fly Wheel	No	1		
23	Starter Service	No	1		
24	Radiator Service	No	1		
25	Black Paint	No	2		
26	W-D-40	No	2		
27	Silicon Tube	No	2		
28	Complete Engine Overhauling Labor	job	1		
<b>Total Bid Price (Inclusive of all applicable taxes)</b>					

Total Bid Price in Words (Inclusive of All Applicable Taxes):

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**Note:**

- Evaluation shall be done at Total Bid Price.
- Unit Rates must be inclusive of all applicable taxes.
- Overwriting, cutting, use of fluid etc., in unit rates are not allowed which may lead to cancelation of bid offered.
- Incomplete or semi filled bid shall be treated as Non-Responsive.

**Stamp & Signature of Bidder** \_\_\_\_\_

# PUNJAB POWER DEVELOPMENT COMPANY LIMITED

## BID SECURITY FORM

The Total Bid Security amounting to Rs. \_\_\_\_\_ in shape of “Call Deposit Receipt (CDR) / Bank Guarantee / Demand Draft / Pay Order” of the Bank (Name) \_\_\_\_\_ is attached in accordance with Clause 15 of the Instruction to Bidder for the supply of following Items.

Sr.	Items (As Per Technical Specifications / TORs)	Bid Security Amount (PKR)
1	<b>REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)</b>	

**Stamp & Signature of Bidder** \_\_\_\_\_

**PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

**PERFORMANCE SECURITY FORM**

To:

General Manager (P&C),  
Punjab Power Development Company Limited (PPDCL)  
63-B, 3<sup>rd</sup> Floor Mega Tower, Main Boulevard Gulberg-II, Lahore  
Tel: +92-42-99332153-56, Fax: +92-42-99332157,  
[ppdcl.dmm@energy.punjab.gov.pk](mailto:ppdcl.dmm@energy.punjab.gov.pk)

**WHEREAS** (Name of the Contractor)

Hereinafter called "the Contractor" has undertaken, in pursuance of "Invitation to Bids", regarding Procurement of following parts and service (Name of Equipment / Item) (Hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of \_\_\_\_\_ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or 28 days beyond the term of contract, whichever is later.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

# PUNJAB POWER DEVELOPMENT COMPANY LIMITED

Agreement No. PPDCL/

Dated: -----

## FORM OF CONTRACT

FOR

### REPAIR/ MAINTENANCE OF COMPANY VEHICLE (TOYOTA HILUX VIGO)

**THIS AGREEMENT**, together with The Notification of Award / Letter of Acceptance & Scope of Services mentioned in Technical Specifications which constitute an integral part thereof (hereinafter referred to as the Agreement), is entered into on this \_\_\_ Day of \_\_\_, 20\_\_.

Between **M/S Punjab Power Development Company Limited (PPDCL)**, a company registered under section 32 of the Companies Ordinance, 1984 (Hereinafter referred to as the “**Client**” or “**PPDCL**”, which expression shall where the context permits include its successors-in-interest and permitted assigns) of the first part; and \_\_\_\_\_ (Hereinafter referred to as the “**Supplier**”, which expression shall where the context permits include its successors-in-interest and permitted assigns), of the second part.

The Parties hereto agree as under:

#### THE PROJECT

The Assignment for which Services are required to be performed under this Agreement is described as under;

For Repair/ Maintenance of Company Vehicle (Toyota Hilux Vigo),

- supply and installation/assembling of parts

Sr.	Description of Items/ Specifications	Unit	Estimated Quantities	Unit Rate (Rs.)	Total Price (Rs.)
1	Piston set	set	1		
2	Ring set	set	1		
3	Main and Big end Bearings Set	set	1		
4	Valve and Guide set	set	1		
5	Thrust Washer set	set	1		
6	Gasket (complete overhauling) (Head Gas kit + valve seals)	set	1		
7	Oil Pump	No	1		
8	Connecting Rod Bush set	set	1		
9	Timing Belt	No	1		



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10	Timing Bearing	No	1		
11	Idler Bearing	No	1		
12	Engine oil	Ltr	8		
13	oil filter, air filter, fuel filter	set	1		
14	Spark Plugs	set	1		
15	Water Body	No	1		
16	Nozzle Set	set	1		
17	Thermostat Valve	No	1		
18	Engine Mounting Set (02) & Gear Mounting	set	1		
19	Gear Oil	Ltr	3		
20	Coolant	Ltr	8		
21	Drive Belts	set	1		
22	Repair of Fly Wheel	No	1		
23	Starter Service	No	1		
24	Radiator Service	No	1		
25	Black Paint	No	2		
26	W-D-40	No	2		
27	Silicon Tube	No	2		
28	Complete Engine Overhauling Labor	job	1		
<b>Total Bid Price (Inclusive of all applicable taxes)</b>					

- provision of services such as delivery, repair, testing, and other such obligations specified in Technical Specifications / TORs thereof and Client has accepted a bid by the Contractor for the supply of those Goods and Services.

**NOW THE CONTRACT WITNESS AS FOLLOWS**

**PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

1. The following documents shall be deemed to form and be read and construed as part of this Contract.
  - (a) The Notification of Award / Letter of Acceptance / PO;
  - (b) The Bid and Schedules listed as under;
    - Schedule A Special Stipulations
    - Schedule B Price Schedule
  - (c) The Conditions of Contract;
  - (d) The Technical Specifications / TORs

This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the Documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Client hereby covenants to pay the Contractor, in consideration of the provision of the Goods and Services and the remedying of defects therein, at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

WITNESS	(CLIENT)
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
	Seal: _____

WITNESS	(CONTRACTOR)
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____

# PUNJAB POWER DEVELOPMENT COMPANY LIMITED

## CONDITIONS OF CONTRACT

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1 "Commencement Date of the Contract" means the date of signing of the Contract between the Client and the Contractor.
- 1.1.2 "Contract" means the agreement entered into between the Client and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 1.1.3 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.4 "Contractor" means the individual or firm / company / authorized dual supplier whose bid has been accepted by the Client and the legal successors, in title to the Contractor.
- 1.1.5 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- 1.1.6 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor in accordance with Clause 15.7.
- 1.1.7 "Defects Liability Period (Warranty Period)" means the period stated in the Schedule A Special Stipulations, following the taking over, during which the Contractor is responsible for making good defects and damage in accordance with Clause 15.
- 1.1.8 "Client" means the specific Punjab Power Development Company Limited for which the equipment has been procured or any other person for the time being or from time to time duly appointed in writing by the Client to act as Client for the purposes of the Contract.
- 1.1.9 "Client's Representative" means any representative of the Client appointed from time to time by the Client under Clause 33.
- 1.1.10 "Goods" means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Client under the Contract.
- 1.1.11 "Client" means the Punjab Power Development Company Limited, Lahore, Pakistan.
- 1.1.12 "Services" means services ancillary to the supply of the Goods, such as insurance, and any other incidental services, such as testing, training and other such obligations of the Contractor covered under the Contract.
- 1.1.13 "Taking-Over Certificate" means the certificate to be given by the Client to the Contractor in accordance with Clause 10.4.

## **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

1.1.14 "Works" means all Service to be provided and work to be done by the Contractor under the Contract.

1.1.15 "Framework Contract" means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of goods, services or works over a specific period against an agreed sum or rate per item or lump sum.

### **1.2. Headings and Titles**

The headings and titles in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

### **1.3. Interpretation**

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular only also include the plural and vice versa where the context requires.

### **1.4. Periods**

In these Conditions "day" means calendar day and week means seven (7) calendar days.

### **1.5. Notice, Consents and Approvals**

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

## **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## **3. Country of Origin**

3.1 All Goods and Services supplied under the Contract shall have their origin in eligible member countries.

3.2 For purposes of this Clause, "origin" shall be considered to be the place where the Goods were mined, grown or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Contractor.

## **4. Standards**

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4.1 The Goods / Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods, country of origin. Such standards shall be the latest issued by the concerned institution.

### 5. Use of Contract Documents and Information

5.1 The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information specified in Clause 5.1 above, except for purposes of performing the Contract.

### 6. Patent Rights

6.1 The Contractor shall indemnify and hold the Client harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

### 7. Performance Security

7.1 Within **Ten (10) Days** of receipt of the Letter of Acceptance from the Client, the successful Bidder shall furnish to the Client the performance security in the amount specified in the Schedule A Special Stipulations to Bid. The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.

7.2 The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

7.3 The performance security shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Client, and shall be in one of the following forms:

- (a) Bank Guarantee / CDR / Pay Order / Demand Draft,
  - (i) Issued by a bank acceptable to the Client located in Pakistan; or
  - (ii) issued by a foreign bank through a correspondent bank acceptable to the Client located in Pakistan, and in the form provided in the bidding documents or another form acceptable to the Client; or
- (b) A cashier's check or certified check.

## **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

7.4 The performance security will be returned by the Client after successful completion of contract.

### **8. Inspection and Tests**

8.1 The Client or its representative shall have the right to inspect the work being carried out under this Contract and to test the Goods to confirm their conformity to the Specifications. The Special Conditions of Contract or the Specifications or both shall specify what inspections and tests the Client requires and where they are to be conducted. The Client shall notify the Supplier in writing of the identity of any representative retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and at the Service final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Client.

8.3 Should any inspected or tested Service fail to conform to the specifications, the Client may reject them, and the Supplier shall either replace the rejected Service or make all alterations necessary to meet the requirements of the Specifications free of cost to the Client.

8.4 The Client's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at the site of installation shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Client or its representatives prior to delivery of the Goods.

8.5 Nothing in this Clause 6 shall in any way release the Supplier from any Warranty or other obligations under the Contract.

### **9. Packing**

9.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

### **10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Contractor at the address specified in Schedule A Special Stipulations.

#### **10.2. Contract Execution Schedule**

10.2.1 The delivery of the Goods at the site, its testing, and successful training shall be completed within the periods stated in the Schedule A Special Stipulations to Bid.

## **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

- 10.2.2 Within the time stated in Schedule A Special Stipulations to Bid, the Contractor shall bound to supply testing the goods and training as required under the control.
- 10.2.3 The Service shall remain at the risk and under the physical custody of the Contractor until the delivery and testing of the Goods is completed.
- 10.2.4 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

### **10.3. Documentation**

Before the Goods are taken over by the Client, the Contractor shall furnish the operation manuals, service manuals and other information pertaining to the Goods.

### **10.4. Taking-Over Certificate**

- 10.4.1 The Service or any portion thereof shall deemed to be taken over by the Client when they have been delivered and tested for their intended purposes by PPDCL's representative visiting the workshop.
- 10.4.2 The Contractor shall apply by notice to the Client for a Taking-Over Certificate. The Goods will be delivered and tested at the place of delivery of Goods.
- 10.4.3 The Client will within twenty one (21) days after receipt of Contractor's application either:
- (a) Issue the Taking-Over Certificate to the Contractor stating the date on which the Goods or any portion thereof were successfully tested and ready for taking over, or
  - (b) Reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.
- 10.4.4 The issue of a Taking-Over Certificate shall not operate as an admission that the Works are completed in every respect.

### **11. Marine Insurance of the Goods**

- 11.1 All marine insurance if Goods imported outside Pakistan shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

### **12. Transportation**

- 12.1 Transport of the Goods to the place of destination as specified in the Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

## **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

### **13. Incidental Services (If Applicable)**

13.1 The Contractor shall provide the following services:

- (a) Start-up and testing of the supplied Goods;
- (b) Furnishing of a detailed Operation and Service Manuals for each appropriate unit of the supplied Goods;
- (c) Training of the personnel nominated by the Client, of the supplied Goods, as specified in the Specifications.

### **14. Spare Parts**

14.1 The Contractor warrants to the Client that the Service supplied by the Contractor under the Contract are standard and of exact Equipment/parts specifications, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Service supplied under this Contract shall have no defect, arising from design, materials, or installation & configuration from any act or omission of the Contractor that may develop under normal use of the supplied Service.

### **15. Warranty and Defects Liability Expiry Certificate**

15.1 The Contractor warrants to the Client that the Goods supplied by the Contractor under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods.

15.2 This warranty shall remain valid for the period of one year or as specified in the Special Stipulations of this document, after the Goods, or any portion thereof, as the case may be, have been Taken Over, in accordance with Clause 10.4. This period is hereinafter referred as Warranty Period.

15.3 The Client shall promptly notify the Contractor in writing of any claim arising under this warranty.

15.4 Upon receipt of such notice, the Contractor shall, within a reasonable period as notified by the Client, repair or replace the defective Goods or parts thereof in Lahore (Pakistan), without any cost to the Client.

15.5 If the Contractor, having been notified, fails to remedy the defect (s) in accordance with the Contract, the Client may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost. The Contractor's warranty pursuant to this Clause 15 is without prejudice to any other rights or remedies which the Client may have against the Contractor under the Contract.

### **15.6. Property in Replaced Components**



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Any defective component which has been replaced by the Contractor shall become the property of the Contractor as and where it lies.

### **15.7. Defects Liability Expiry Certificate (If Applicable)**

When the Warranty Period of the Goods has expired, and the Contractor has fulfilled all his obligations under the Contract for defects in the Goods and has imparted training, the Client shall issue within four (4) weeks to the Contractor a Defects Liability Expiry Certificate to that effect.

## **16. Payment Terms**

16.1 Payment will be made by the Client for the supply, delivery and installation (If applicable) of the equipment or provision of services and payment will be made after the issuance of taking over certificate / Delivery Challan.

16.2 The amounts and types of currencies in which payment shall be made to the supplier under the Contract shall be as specified in the Bid form.

### **16.3. Method of Application**

16.3.1 The Contractor shall submit to the Client application for payment in a form approved by the Client. Application shall be accompanied by

1. such invoices,
2. receipts,
3. a copy of Award Letter,
4. A copy of SCHEDULE - B: PRICE SCHEDULE
5. Or other documentary evidence as the Client may require.

The application for payment shall state the amount claimed and shall set forth in detail, in the order of the Price Schedule, particulars of the Works executed.

### **16.4. Payment to Contractor**

After receiving an application for payment, the Client shall proceed for the payment to contractor subject to

That there are no:

- (a) Defects or short comings in the Goods and Services supplied.
- (b) The performance of the Goods and Services is satisfactory.

### **16.5. Correction to Certificates of Payment**

The Client may in any certificate of payment make any correction or modification that properly be made in respect of any previous certificate.

### **16.6. Payment**

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The Client shall pay the amount certified within the period stipulated in Schedule-A, Special Stipulations to Bid, after the date of delivery of each certificate of payment to the Client.

### **17. Prices**

17.1 Prices charged by the Contractor for Services, Goods delivered, tested, and imparting training under the Contract shall not vary from the prices quoted by the Contractor in the Price Schedule.

### **18. Change Orders**

18.1 The Client may at any time, by written notice to the Contractor, instruct the Contractor to alter, amend, omit, add to or otherwise change any part of the Works.

18.2 Upon notification by the Client of such change, the Contractor shall submit to the Client costs for the proposed change (hereinafter referred to as the Change), within ten (10) calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule of execution of Works under the Contract.

18.3 Changes mutually agreed upon shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said Change.

### **19. Contract Amendments**

19.1 Subject to Clause 18, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

### **20. Assignment**

The Contractor shall not assign in whole or in part, its obligations to perform under the Contract, except with the Client's prior written consent.

### **21. Subcontracts**

21.1 The Supplier shall not subcontract all or any part of the contract without first obtaining the Client's approval in writing of the subcontracting and the subcontractor.

21.2 The Supplier guarantees that any and all subcontractors of the Supplier for performance of any part of the work under the contract will comply fully with the terms of the Contract applicable to such part of the work under the contract.

### **22. Extensions in the Contractor's time for Performance**

22.1 Delivery of the Service and performance of the Services shall be made by the Contractor in accordance with the Contract Execution Schedule, pursuant to Clause 10.2 hereof.

22.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the

## **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

Contractor shall promptly notify the Client in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Client shall evaluate the situation and may at its discretion extend the Contractor's time for performance.

- 22.3 Except as provided under Clause 25, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Clause 23, unless an extension of time is agreed upon pursuant to Clause 22.2 without the application of liquidated damages.

### **23. Liquidated Damages**

- 23.1 Subject to Clause 25 hereof, if the Contractor fails to deliver any or all of the Services or Goods within the time period(s) specified in the Contract, the Client shall without prejudice to any other remedy it may have under the Contract, deduct from the Contract Price as liquidated damages, a sum of money equal to the percentage named in Schedule A Special Stipulations to Bid, of the Contract Value which is attributable to such part of the Services/Goods as cannot in consequence of the delay be put to the intended use for every day or part of a day between the scheduled delivery date with any extension of time thereof and the actual delivery date(s) provided that the amount so deducted shall not exceed in the aggregate, the percentage named in the Schedule-A to Bid of the Contract Price.

### **24. Termination for Default**

- 24.1 The Client may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:
- (a) If the Contractor fails to deliver, test and impart training of any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Client pursuant to Clause 22; or
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract; and
  - (c) If the Contractor, in either of the above circumstances, does not cure its failure within a period of two (2) weeks (or such longer period as the Client may authorize in writing) after receipt of a notice of default from the Client specifying the nature of the default(s).

- 24.2 In the event the Client terminates the Contract in whole or in part, pursuant to Clause 24.1 above, the Client may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of Clauses 22, 23 and 24, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof with a copy to the Client. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **26. Termination for Insolvency**

26.1 The Client may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

### **27. Termination for Convenience**

27.1 The Client may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Service which are complete and ready for shipment within four (4) weeks after the Contractor's receipt of notice of termination shall be accepted by the Client at the Contract terms and prices. For the remaining Goods, the Client may elect:

- (a) To have any portion thereof completed and delivered at the Contract terms and prices and/or
- (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and for materials and parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

### **28. Termination by the Client**

The Client may, by a written notice of thirty (30) days to the contractor, terminate this Agreement. All accounts between the Client and the contractor shall be settled not later than thirty (30) days of the date of such termination.

### **29. Resolution of Disputes**

29.1 The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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29.2 If, after twenty-eight (28) days, from the commencement of such informal negotiations, the Client and the Contractor have been unable to resolve amicably a Contract dispute, either party may, within one month, require that the dispute be referred for resolution by arbitration under the Rules of Pakistan Arbitration Act 1940, as amended, by one or more arbitrators selected in accordance with said Rules. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

### **30. Contract Language**

30.1 The Contract shall be in the English language, and all documentation related hereto will also be in the English language. The Contractor hereby represents that it has sufficient knowledge of the English language fully to understand the Contract.

30.2 The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### **31. Applicable Law**

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

### **32. Notices**

#### **32.1. Notice to Contractor**

All certificates, notices, instructions or orders to be given to the Contractor by the Client or the Client under the terms of the Contractor, shall be served by sending the same by registered post, cable, telex or facsimile transmission to or leaving the same at the Contractor's principal office, or at the Contractor's office in Pakistan or such other addresses as the Contractor shall nominate for the purpose, or may by handing over to the Contractor's representative.

#### **32.2. Notice to Client**

Any notice to be given to the Client under the terms of the Contract shall be served by sending the same by registered post, telex or facsimile transmission to or leaving the same at the following office:

General Manager (P&C),  
Punjab Power Development Company Limited (PPDCL)  
63-B, 3<sup>rd</sup> Floor Mega Tower Main Boulevard, Gulberg-II, Lahore  
Tel: +92-42-99332153-56, Fax: +92-42-99332157, [ppdcl.dmm@energy.punjab.gov.pk](mailto:ppdcl.dmm@energy.punjab.gov.pk)

#### **32.3. Notice to Client**

Any notice to be given to the Client under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission or be left at the addresses mentioned in clause 32.2.

### **33. Taxes and Duties**

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The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside or inside Pakistan.

### **34. Client and Client's Representative**

#### **34.1. Client's Duties**

The Client shall carry out the duties specified in the Contract.

Except as expressly stated in the Contract, the Client shall have no authority to relieve the Contractor of any of his obligations under the Contract.

#### **34.2. Client's Representative**

The Client's Representative shall be appointed by and be responsible to the Client and shall only carry out such duties and exercise such authority as may be delegated to him by the Client under Clause 34.3.

#### **34.3. Client's Power to Delegate**

The Client may from time to time delegate to the Client's Representative any of the duties vested in the Client and may at any time revoke such delegation.

Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor and the Client.

Any decision, instruction or approval given by the Client's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Client. However:

- (a) Any failure of the Client's Representative to disapprove any Goods or workmanship shall not prejudice the right of the Client to disapprove such Goods or workmanship and to give instructions for the rectification thereof;
- (b) If the Contractor questions any decision or instruction of the Client's Representative, the Contractor may refer the matter to the Client who shall confirm, reverse or vary such decision or instruction.

#### **34.4. Client's Decisions and Instructions**

The Contractor shall proceed with the decisions and instructions given by the Client in accordance with these Conditions.

### **35. Ownership of Goods**

Goods to be supplied pursuant to the Contract shall become the property of the Client when the Goods are Taken Over by the Client.

### **36. Training**

## **PUNJAB POWER DEVELOPMENT COMPANY LIMITED**

The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Client. The Contractor shall then proceed to implement suitable remedial measures after consultation with the Client.

### **37. Compliance with Statues and Regulations**

The Contractor shall in all matters arising in the performance of the Contract conform in all respects with the provisions of all Central, Provincial and Local Laws, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.

### **38. Headings**

Headings, whether of clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the contract.

### **39. Waiver**

Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.