GOVERNMENT OF KHYBER PAKHTUNKHWA

PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION (PEDO)

BIDDING DOCUMENTS

FOR

LOT NO.03

PROCUREMENT OF DIFFERENT TYPES OF PLANT & EQUIPMENT'S AT MALAKAND-III HYDROPOWER COMPLEX, DARGAI, MALAKAND

OCTOBER, 2026

Table of Contents

NOTICE INVITING E-TENDERS 3
INSTRUCTION TO BIDDERS 4
GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT 9

A. LANGUAGE 9
B. BID SECURITY DEPOSIT 9
C. PLACE AND TIME OF DELIVERY 9
D. VARIATIONS/REPEAT ORDERS 10
E. INSPECTION OF GOODS ON DELIVERY (whole applicable) 10
F. PACKAGING 10
G. PAYMENT 11
H. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THECONTRACTOR 12
I. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION 13
J. INDEMNITY 13
K. SUB-LETTING CONTRACT 13
L. BRIBES COMMISSION ETC. 13
M. TERMINATION (of the Contract Agreement) 14
N. FORCE MAJEURE 14
O. APPLICABLE LAWS 14
P. CONTRACT AMENDMENT 15
Q. NOTICES 15
R. QUALIFICATION CRITERIA 15

P E D O
PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION
GOVERNMENT OF KHYBER PAKHTUNKHWA
NOTICE INVITING E-TENDERS

Date: 14-10-2026
Bid Reference No.1414/ PEDO/RE/MKD-III/HPC/NIT

Pakhtunkhwa Energy Development Organization (PEDO) intends to invite bids on a Single Stage, One Envelope Procedure as per KPPRA rules for Procurement of different types of Plant, Equipment's at Malakand-III HPC, Dargai as per the following details.

Name of work	**Earnest Money (Rs)**	**Delivery period**	**Last date & time of submission**	**Date & time of opening**
Procurement of different types of Plant & Equipment's at Malakand-III HPC Dargai, Malakand	**@** 2% of the total bid price	Within 90 days after work order	03-11-2026 11:00 Hrs.	03-11-2026 11:30 Hrs.

Terms Conditions:

1. The bidder must be registered with the Khyber Pakhtunkhwa Revenue Authority (KPRA) and shall have "Active" status as of the latest date for bid submission.

2. The bidder must be registered with the Federal Board of Revenue (FBR) and shall have "Active" status as of the latest date for bid submission.

3. The Bidder must possess an "Active" Sales Tax Registration Number (STRN) with FBR.

4. The bidders shall download the Bid Solicitation Document (BSD) from e-PAK Acquisition and Disposal System (e-PADS).

5. The bidders must submit their bids through the e-PADS, on or before **03-11-2026** by 11:00 Hrs.

6. The bids will be opened on the same day at 14:00 hours in the Main Committee Room, PEDO House, Sector 38/B-2, Phase V, Hayatabad, Peshawar, in the presence of bidders' authorized representatives who wish to attend.

7. The bids must be accompanied by a bid security @ 2% of the total bid price in Pak Rupees in the shape of a bank draft/ CDR in favor of "CEO, PEDO", valid for 28 days beyond the bid validity date. (Bid Security to be submitted in hard copy).

8. The Competent Authority reserves the right to reject any one or all the bids as per Rule 47(1) of the KPPRA Rules 2014.

Resident Engineer
81 MW Malakand-III Hydropower Complex, Dargai, District Malakand
Room No. 333, PEDO House, 38/B-2, Phase-V, Hayatabad, Peshawar
Khyber Pakhtunkhwa, Islamic Republic of Pakistan
Telephone: 0932-331056; Email: re.mkd3@pedo.pk

INSTRUCTION TO BIDDERS

Pakhtunkhwa Energy Development Organization (PEDO)

Interested eligible bidders shall prepare & submit their bids, strictly in accordance with these instructions.

A. The bidders must submit their bids through the e-PAK Acquisition and Disposal System (e-PADS.

B. The proposals must contain a transmittal letter on the bidder's letterhead, duly stamped by an authorized representative (as per prescribed specimen).

C. The proposal shall include a copy of the bidder's active registration certificate with the Khyber Pakhtunkhwa Revenue Authority (KPRA), valid as of the bid submission deadline.

D. The proposal shall include a copy of the bidder's active registration certificate with the Federal Board of Revenue (FBR), valid as of the bid submission deadline.

E. The proposal shall include a copy of the bidder's active Sales Tax Registration Number (STRN), valid as of the bid submission deadline, issued by the FBR.

F. The proposal shall have a complete work plan and delivery schedule, without which no weightage will be given in accordance with the bid evaluation criteria.

G. The bidder shall specify the validity in days for the submitted bids. PEDO may, under exceptional circumstances, request an extension in bid validity, which shall be for not more than the period equal to the period of the original bid validity.

H. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding.

I. Collusion between the firms is strictly prohibited. Any firm/group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government will be blacklisted and debarred.

J. The proposals should be strictly in accordance with the enclosed specifications and technical design.

K. **Response time**: All bidders shall apply through the EPADS. Bids not submitted through EPADS will be declared non-responsive and will not be considered for evaluation. The bids will be opened on the same date at 11:30 Hrs. No proposal shall be accepted after the deadline, in any case.

L. In case of an arithmetic correction to the total bid price (read out), the evaluated bid price shall prevail over read out bid price.

M. The bids must be accompanied with the bid security @ 2% of the bid/quoted price and @ 8% of the retention money for the successful bidder. The bid security will be returned to the unsuccessful bidders after signing the contract with the successful bidder. The bid security of the successful bidder will be kept as performance security till the warranty period of the Goods. The Bidders, whose bids are not accompanied with bid security, shall be declared as non-responsive.

N. The procuring entity may reject one or all such proposals, which are vague (in terms of financial proposal) or do not adhere to these instructions.

O. The bidder shall submit an affidavit, duly signed by an Oath Commissioner, that it has never been blacklisted.

P. PEDO may offer for re-bidding in case the proposal does not satisfy its professional requirements.

Q. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and contractor/vendor/bidder).

R. The bidders are required to quote their prices for all items as listed in price schedule. Any item(s) against which no rate or price is entered by the bidder, will not be paid for by the Procuring Entity when executed and shall be deemed covered in the rates and prices for other items of Price Schedule.

S. The Bidder, whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price (total quoted price), will be awarded the contract.

Note: The Instructions to Bidders shall be read in conjunction with the General and Special Conditions of Contract**.** Bidders are particularly advised to carefully review and understand the requirements of Section R (Qualification Criteria) when preparing their proposals.

Bid Form and Price Schedules

Date: 14-10-2026
IFB No:01/2026

To:

Resident Engineer
81 MW Malakand-III Hydropower Complex, Dargai, District Malakand
Pakhtunkhwa Energy Development Organization (PEDO)
Room No. 333, PEDO House, 38/B-2, Phase-V, Hayatabad, Peshawar
Khyber Pakhtunkhwa, Islamic Republic of Pakistan
Telephone: 0932-331056; Email: re.mkd3@pedo.pk

Gentlemen and/or Ladies:

1. Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]*in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Bid is accepted, the 2% bid security with the addition of 8% retention money will be kept as the guarantee for the due performance of the Contract, in the form prescribed by the Procuring Entity.

4. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening under relevant Clause 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.

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

6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2026.

_____ _____

signature] [in the capacity of]

Price Schedule in Pak. Rupees (Schedule of Requirements)

Name of Bidder_____IFB Number_____ Page of_____

S.No	Description/Specification	Qty	Unit Rate(Rs.)	GST+Income Tax + any Other Applicable tax	Delivery period	Total
1	**Plasma Cutting Machine:** Input voltages (± 10%) 230 V, 1-PH, 50–60 Hz400 V, 3-PH, 50–60 Hz Kilowatt output 10.88kW Input current @ 6.5 kW 230V,1-PH,47 A 400V,3-PH,27 A Output current 75 A Rated output voltage 145 VDC Duty cycle @ 40° C (104° F) 75A@60% Open circuit voltage (OCV) 300 VDC Dimensions with handles 540 mm D;240 mm W; 480 mm H Weight with 6 m Torch 26 KG Torch PX 82/6 m; Non-HF Gas supply Air Recommended gas inlet flow rate/pressure Cutting:160l/min（338 scfh) @5.5bar（52psi）Gouging:189l/min (400 scfh) @5.9bar (85 psi) For Manual Quality Cutting 25mm@500mm/min Max Cut-off 35mm@125mm/min For CNC Max Pierce* 16mmFor Gouging Metal Removal Rate10.7 lbs per hour 7.5 lbs per hour Groove Profile 3.5mm D x 6.6mm W	01			Within 90 days after the work order	
2	**Manual Hydraulic Pump:** Working pressure: Lower pressure:20Bar High Pressure: 700Bar Flow low pressure:13cm3 Flow high Pressure:2.3cm3 L*W*H= 647*145*205mm Capacity “2800CC Gross weight/ 15.4kgs	01			Within 90 days after the work order	
3	**Jack (60 Ton):** Capacity: 60 Tons Stroke:50mm Cylinder Area: 80.2cm2 Outer Dia:159mm Cylinder Inner Dia:123mm Center Hole Dia:49mm Self Height: 249mm Piston Diameter:92mm Gross weight/ 29.6kgs	01			Within 90 days after the work order	

4	**Jack (20 Ton):** Capacity: 20 Tons Stroke:50mm Cylinder Area: 30.4cm2 Outer Dia:98mm Cylinder Inner Dia:74mm Center Hole Dia:28mm Self Height: 164mm Piston Diameter:54mm Gross weight/ 7.2kgs	01			Within 90 days after the work order	

General Terms and Conditions: Following are the General Terms and Conditions:

a) The above details shall be submitted through e-PADS as demonstrated under Instruction to Bidders.
b) The bidder must be registered with the Khyber Pakhtunkhwa Revenue Authority (KPRA) and shall have 'Active' status as of the latest date for bid submission.
c) The bidder must be registered with the Federal Board of Revenue (FBR) and shall have 'Active' status as of the latest date for bid submission.
d) The Bidder must possess an active Sales Tax Registration Number (STRN) with FBR.
e) The bidder shall submit an undertaking/affidavit along with the bid, duly signed by the authorized representative, confirming that the goods supplied shall be covered by a minimum warranty period of one year (365 days) commencing from the date of acceptance of the goods by the Inspection Team of PEDO. The bidder shall further undertake that, during the warranty period, all costs associated with repair, replacement, transportation, installation/reinstallation, labour and other overhead expenses arising from any defect or failure attributable to the supplied goods shall be borne by the contractor/supplier, and no such cost shall be charged to PEDO. The successful bidder shall provide the applicable manufacturer's/supplier's warranty certificate at the time of supply/installation or acceptance of the goods, as required by PEDO.
f) All contractors shall mention all applicable taxes in their quotes. In case any contractor has not done so, PEDO while comparing the offers, may add the applicable taxes to the total quoted amount for each item.
g) The request for bid is non-transferable. Cost of loading/unloading & transportation must be included in the unit prices.
h) Bids shall be submitted through e-PADs on or before the given time and date.
i) The bids must be accompanied with bid security valuing 2% of the total quoted price.
j) NTN certificate of the bidder shall been closed.
k) Each contractor can only submit one offer/bid.
l) The bid must carry the authorized signatures of the representative of the contractor.
m) PEDO has the right to accept or reject any or all offers without assigning any reason thereof.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. BID SECURITY DEPOSIT

Unless otherwise agreed between the Procuring entity and the Contractor, the later shall deposit with the Procuring Entity a sum equal to 2% of the total value of the goods in the shape of CDR in favor of "CEO, PEDO".

C. PLACE AND TIME OF DELIVERY

The Contractor/Vendor/bidder shall deliver free of cost at, places detailed in the said Schedule, the stand quantities of the goods detailed here in and the goods shall be delivered out not later than the time specified here under.

a. Delivery Schedule

Sr. No	Item /Deliverable	Qty	Time for Delivery	Place of Delivery
1	**Plasma Cutting Machine:** Input voltages (± 10%) 230 V, 1-PH, 50–60 Hz400 V, 3-PH, 50–60 Hz Kilowatt output 10.88kW Input current @ 6.5 kW 230V,1-PH,47 A 400V,3-PH,27 A Output current 75 A Rated output voltage 145 VDC Duty cycle @ 40° C (104° F) 75A@60% Open circuit voltage (OCV) 300 VDC Dimensions with handles 540 mm D;240 mm W; 480 mm H Weight with 6 m Torch 26 KG Torch PX 82/6 m; Non-HF Gas supply Air Recommended gas inlet flow rate/pressure Cutting:160l/min（338 scfh) @5.5bar（52psi） Gouging:189l/min (400 scfh) @5.9bar (85 psi) For Manual Quality Cutting 25mm@500mm/min Max Cut-off 35mm@125mm/min For CNC Max Pierce* 16mmFor Gouging Metal Removal Rate10.7 lbs per hour 7.5 lbs per hour Groove Profile 3.5mm D x 6.6mm W	01	Within 90 days after work order	81 MW Malakand-III Hydropower Complex, Dargai District Malakand
2	**Manual Hydraulic Pump:** Working pressure: Lower pressure:20Bar High Pressure: 700Bar Flow low pressure:13cm3 Flow high Pressure:2.3cm3 L*W*H= 647*145*205mm Capacity "2800CC Gross weight/ 15.4kgs	01		

3	**Jack (60 Ton):** Capacity: 60 Tons Stroke:50mm Cylinder Area: 80.2cm2 Outer Dia:159mm Cylinder Inner Dia:123mm Center Hole Dia:49mm Self Height: 249mm Piston Diameter:92mm Gross weight/ 29.6kgs	01		
4	**Jack (20 Ton):** Capacity: 20 Tons Stroke:50mm Cylinder Area: 30.4cm2 Outer Dia:98mm Cylinder Inner Dia:74mm Center Hole Dia:28mm Self Height: 164mm Piston Diameter:54mm Gross weight/ 7.2kgs	01		

D. VARIATIONS/REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the contractor to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KP Public Procurement Rules 2014.

E. INSPECTION OF GOODS ON DELIVERY (whole applicable)

The goods shall be inspected by the inspecting team of PEDO for quality/quantity etc at the agreed location/warehouse of the procuring entity, before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specific at ions, PEDO shall have the right to lodge claims within 30 days from the date of inspect ion of the goods.

In case of dispute by the contractor, joint re-inspect ion of the supplied material shall be carried out, at the cost of the contractor, in his presence or the presence of his authorized representative, either at a laboratory designated by PEDO or by a neutral in de pen dent entity as jointly agreed.

F. PACKAGING

Material should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation, and the packing should be suitable enough to reach the stores of the procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PAYMENT

Payment shall be made on production of the following documents:-

a. The Contractor/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No, and Acceptance Note No., with date, price/rate of each item.
b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990(where applicable).
d. Valid Income Tax Exemption Certificate(otherwise Income Tax at current applicable rates shall be deducted from the invoice, where applicable)
e. National Tax Number.
f. Sales Tax Registration Number issued by FBR.
g. Certificate in original issued by any one of the Independent Inception (where applicable).
h. Bank Account Number and Branch.
i. Recovery of all applicable taxes at source should be made as per rules.
j. 8% of the total payment/contract price will be withheld from each invoice as a security (retentions money) along with 2% CDR for a warranty period of one year and will be released accordingly.

DETAIL OF STANDARD

S.NO	Meets best quality standards (5)	Meets acceptable quality standards(4)	Meets unacceptable quality standards(3)	Does not Meet acceptable quality standards(2)
1				
2				
3				
4				

Delivery/Deliverable accepted since it meets acceptable/best quality standards (5/4)

(Assessment/Evaluation Officers)

Name and Designation

H. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THECONTRACTOR

The contractor shall perform services in accordance with recognized standards, applicable laws and regulations.

The contractor shall act at all times so as to protect the interests of the Procuring Entity and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The contractor shall furnish the Procuring Entity such information relating to the Services as the Procuring Entity may from time to time reasonably request.

Except with the prior written approval of the Procuring Entity, the contractor shall not assign or transfer the Agreement for Goods or any part there of nor engage any other independent contractor or sub-contractor to perform any part of the services without prior consent of the service providers

The contractor agrees that no proprietary and confidential information received by the contractor from the Procuring Entity shall be disclosed to a third party unless the contractor receives a written permission from the Procuring Entity to do so.

Procuring entity may take any of the following actions if after the placement of Purchase Order the contractor fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:

Recover from the contractor as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month)of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the contractor, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at contractor’s risk and cost. In such case, procuring entity reserves the right to take any action against contractor which it

may deem fit under the circumstances including the blacklisting of the contractor; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the contractor against this or any other Purchase Order/Contract.

I. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KP Public Procurement Rules 2014.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of the procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KP-PPRA in accordance with the KP-PPRA Law.

J. INDEMNITY

The contractor shall at all times indemnity the procuring entity against the claims which may be made in respect of the goods for in arrangement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause a rising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the contractor of the same and the contractor shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

K. SUB-LETTING CONTRACT

The contractor shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the contractor account and risk and the contractor shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

L. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject

the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the contractor under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

M. TERMINATION (of the Contract Agreement)

The Agreement shall terminate when, pursuant to the provision share of, the services have been completed and full and final payment has been made.

Termination by the Procuring Entity

The Procuring Entity may, by a written notice of thirty (30) days to the contractor, terminate this Agreement. All accounts between the Procuring Entity and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Contractor

The contractor may suspend the Agreement by a written notice of thirty (30) days only if the contractor does not receive payments due under this Agreement within sixty (60) days of submission of its invoice. If the payment is still not made to the contractor after sixty (60) days of notice of suspension, the Contractor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the contractor under such circumstances, the Procuring entity shall pay, within a period of sixty(60) days of the date of such notice of intent to terminate referred above, all payments due to the contractor.

N. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

O. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate

inconformity with the KPPRA Act2012 and KPP Rules 2014.

P. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties here to.

Q. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: Resident Engineer
81 MW Malakand-III Hydropower Complex, Dargai, District Malakand

To: The Contractor ----------

Or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

R. QUALIFICATION CRITERIA

The Bidder must meet the qualification criteria as stated below. Bids not meeting any of the qualification criteria shall be rejected, strictly in accordance with the KPPRA rules.

a. The bidder must be registered with PEC in category C-6 or above with a valid registration certificate.

b. The bidder must be registered with the Khyber Pakhtunkhwa Revenue Authority (KPRA) and shall have "Active" status as of the latest date for bid submission.

c. The bidder must be registered with the Federal Board of Revenue (FBR) and shall have "Active" status as of the latest date for bid submission.

d. The Bidder must possess an "Active "Sales Tax Registration Number (STRN) with FBR.

e. The Bidder must have successfully completed at least one (01) contract/project involving the supply of goods of similar nature to the items included in this procurement, i.e. plasma cutting machine, manual hydraulic pump and/or hydraulic jacks. The bidder shall submit completion certificates, duly signed by the concerned Procuring Entity, clearly indicating the nature, description and quantity/capacity of the goods supplied. Completion certificate, purchase order/contract supported by satisfactory completion/performance certificate shall be acceptable.

f. The bidder shall submit an undertaking along with the bid, duly signed by the authorized representative, confirming that the goods supplied shall be covered by a minimum warranty period of one year (365 days) commencing from the date of acceptance of the goods by the Inspection Team of PEDO. The bidder shall further undertake that, during the warranty period, all costs associated with repair, replacement, transportation, installation/reinstallation, labour and other overhead expenses arising from any defect or failure attributable to the supplied goods shall be borne by the contractor/supplier, and no

such cost shall be charged to PEDO. The successful bidder shall provide the applicable manufacturer's/supplier's warranty certificate at the time of supply/installation or acceptance of the goods, as required by PEDO.

g. The bid must be accompanied by bid security amounting to 2% of the total bid price in Pak Rupees, in favor of the "CEO, PEDO". In addition to the scanned copy, the original bid security shall also be submitted in physical form.

h. The bids must remain valid for a period of 120 days from the date of opening of bids.

i. The bidder shall submit an affidavit, duly signed by an Oath Commissioner, that all the product(s) will be as per the requirements/ specifications, that only genuine product(s) will be supplied, and that the bidder will solely be responsible for any loss in case the supplied product(s) is/are not found to be genuine.

j. The bidder shall submit an affidavit, duly signed by an Oath Commissioner, that it has never been blacklisted.