

ISLAMABAD ELECTRIC SUPPLY COMPANY LTD.

Tel: 051-9252937-39 EXT: 334
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Transport Directorate
Office of the Director General Administration
IESCO Head Office
Street No. 40, Sector G-7/4, Islamabad.

No. 2174-2200 /CEO/DG(Admn)/DD(TPT)

Dated. 17 / 07 / 2020

1. All GMs / CEs / FD / DGs / Company Secretary IESCO.
2. All SEs / Operation Managers / Managers / Project Directors IESCO.
3. All XENs / DDT / DCMs / DDOs / XEN Civil IESCO.
4. All SDOs / ROs / Assistant Managers IESCO.

Subject: RATE CONTRACT AGREEMENT FOR PURCHASE OF TYRES, TUBE, FLAPS AND BATTERIES

A Rate Contract Agreement for purchase of Tyres, Tube, Flaps and Batteries have been signed with the following firms mentioned against each, a copy of the Rate Contract Agreement is enclosed herewith for information and record.

No.	Name of Firm	Contract for	Rate Contract No. & Issuance Date	Contract Period
1.	M/s Ayesha + Marriam Private Limited. Branch Office No. 111 Plaza, Fazle Haq Road, Islamabad. Focal Person: Maj. @ Ghulam Ali Ph. No. 051-2806040	Purchase of Tyres, Tubes & Flaps.	5794-99 dated June 29, 2020	01 Years since the issuance of Rate Contract Agreement.
2.	M/s Pakistan Accumulators Private Limited. House No. 02, Street No. 63, Sector F-8/4, Islamabad. Focal Person: Mr. Tahir Ghulistan Ph. No. 051-111 220 022 Ext - 201	For Batteries	5788-93 dated June 29, 2020	

It is further added that an SOP has already been circulated vide DG (Admn) Letter No. 1943 - 2145 dated 15.07.2020 to process the cases under the Rate Contract Agreement scenario. The same is also available on IESCO website.

You are therefore requested to process the case in future accordingly.

D.A: As Above

(MUHAMMAD IMRAN)
Deputy Manager (Transport)
IESCO Islamabad

Distribution List:-

1. Director General (Admn) IESCO Islamabad for information please.
2. Chief Engineer (MM) IESCO Islamabad for information please.
3. Finance Director IESCO Islamabad for information and with request to nominate an officer as a part of the Inspection Committee at Head Office level as per Contract Agreement.
4. Mater File / Rate Contract File / Battery File / Tyres File.



ISLAMABAD ELECTRIC SUPPLY COMPANY

PABX: 051-9252937-38 (Ext: 331)

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OFFICE OF THE

CHIEF ENGINEER (MATERIAL MANAGEMENT),

HEAD OFFICE, STREET NO. 40, SECTOR G-7/4,

(ISLAMABAD)

Rate Contract No: 5794-99 /DM (IM/MM)/IESCO/

Date: 29-06-2020

M/s Ayesha + Marriam (Pvt.) Limited,
Branch Office: 111 Plaza, Fazl-e-Haq Road, Blue Area,
Islamabad,
Fax No. 042-37247166.

Subject: **RATE CONTRACT FOR SUPPLY OF TYRES TUBES & FLAPS:**

Reference: Your participation in our Tender No. 141 dated 29.01.2020, this office Lol No. 4837-40 dated 13.05.2020, your firm's acceptance no. Nil dated 18.06.2020 and all other correspondence resting with the subject.

IESCO is pleased to place a Rate Contract on you for supply of under noted material valid for one (01) year from the date of issuance of Rate Contract subject to the general conditions of the rate contract for purchase and special condition laid down in this rate contract;

(1) (A) **Description of Stores:**

Sr. No.	Description of Tyres, Tubes & Flaps		Rate in PKR w/o GST
	Size of Tyre	Make / Brand / Ply	
1.	205-R-16	Maxxis (Thailand)	16,100 ✓
2.	275-70-16	Maxxis (Thailand)	23,400 ✓
3.	215-R-15	Maxxis (Thailand)	18,500 ✓
4.	235-75-15	Maxxis (Thailand)	16,400 ✓
5.	245-70-16	Maxxis (Thailand)	18,500 ✓
6.	185-R-14	Maxxis (Thailand)	11,000 ✓
7.	165-70-12	Maxxis (Thailand)	6,000 ✓
8.	155-70-12	Maxxis (Thailand)	5,750 ✓
9.	195-65-15	Maxxis (Taiwan)	9,650 ✓
10.	175-70-13	Maxxis (Thailand)	7,250 ✓
11.	650-10	Maxxis (Vietnam) 10PR	16,600 ✓
12.	28 x 9.15	Maxxis (Vietnam)	32,175 ✓
13.	750-16	Maxxis (Vietnam) 16PR	23,500 ✓
14.	900-20	Maxxis (Vietnam) 16PR	42,000 ✓
15.	1100-20	Maxxis (Vietnam) 18PR	61,000 ✓
16.	600-16	PETLAS (Turkey) 8PR	8,800 ✓
17.	650-16	Maxxis (Vietnam) 14PR	15,400 ✓
18.	12.4 / 11-28	PETLAS (Turkey) 8PR	44,500 ✓
19.	14.9 / 13-28	PETLAS (Turkey) 8PR	54,600 ✓
20.	6.00/16	PETLAS (Turkey) 8PR	8,800 ✓
21.	12.4/11-28	PETLAS (Turkey) 8PR	44,500 ✓
22.	18.4-15	PETLAS (Turkey) 8PR	82,900 ✓
23.	16-9-30	PETLAS (Turkey) 8PR	73,000 ✓
24.	750-20-8	PETLAS (Turkey) 8PR	17,355 ✓
25.	600-166-PRAT	PETLAS (Turkey) 8PR	8,800 ✓
26.	7.50-20	PETLAS (Turkey) 8PR	17,355 ✓
27.	18.4(15-30)	PETLAS (Turkey) 8PR	82,900 ✓

NOTE:-

- Drawing & Disbursing Officer(s) (DDO) / Indenting office (s) of IESCO will place the supply order of the Tyres, tubes and Flaps
- The rates are firm and final on FCS basis excluding GST.

(1) (B). **Special Conditions**

- i) The payment of Sales Tax @ 17% shall be made on production of Sales Tax Invoice and Sales Tax return cum payment Challan.
- ii) All the Tyres Tubes and Flaps shall be manufactured by the respective Manufactures and shall be supplied duly individually packed in suitable packing as per company's practice.
- iii) The Brand name, Country of origin & Design / Type shall be duly marked / embossed on each items etc at suitable location / place.
- iv) Performance Bond in shape of Call Deposit Receipt No.991 dated 18.06.2020 amounting to Rs.1,000,000/- Issued by Summit Bank Susan Road Branch Faisalabad has been received.
- v) No advance payment shall be made to the firm in any case what-so-ever against the supply order; However readiness of the payment will be intimated by the concerned formation. The payment shall be made as and when material is received as per Clause-7 of this Rate Contract.
- vi) All the Indenting Formations of IESCO will be fully responsible that the quantities supplied by the firm are complete and as per supply order and the quality of the stores are as per specifications.
- vii) In case of report of short supplies or sub standard supplies, your firm will be fully responsible and IESCO reserves the right to initiate action as per law, which will lead to forfeiture of Security and Blacklisting of the firm and owner.
- viii) Your firm's one year supply performance will be monitored. Satisfactory supply record will qualify your firm for extension in Rate Contract period subject to agreement of prices and other terms and conditions.
- ix) You will be bound to supply the monthly record of all orders received, indicating material on order material supplied, name of supply order issuing formations, exact quantity and total value positively to this office as well as Manager (Transport) IESCO along with copies of supply order for monitoring and record. In case of non compliance appropriate action will be taken against you.
- x) You are solely responsible to ensure timely delivery of ordered store either by you or your authorized dealers / suppliers at the designated formations / office within the delivery period prescribed in the supply order.

2) **PERIOD OF RATE CONTRACT.**

The Rate contract will remain enforced for a period of 01 year from the date of its issuance and further extendable to 01 year if agreed by both parties.

3) **SPECIFICATION.** The material shall conform as per Rate Contract.

4) **TERMS OF DELIVERY.**

Free delivery in various cities within IESCO's geographical jurisdiction i.e. Districts Islamabad, Rawalpindi, Jhelum, Chakwal, and Attock, within the period mentioned in work / supply order issued by concerned Drawing and Disbursing Officer (DDO) / Indenting Office of IESCO.

5) **DELIVERY PERIOD.**

Order quantity will be supplied on FCS basis by you or through your approved dealers/suppliers in various cities within IESCO's geographical jurisdiction within the period mentioned in work / supply order issued by concerned Drawing & Disbursing Officer(s) (DDO) / Indenting officer(s) of IESCO.

6) **INSPECTION.**

Inspection of the material will be carried out at consignee / recipient (as mentioned in the supply order) by the following IESCO Inspection Committee at the time of delivery.

- i) Drawing and Disbursing Officer (DDO) / Indenting officer(s) concerned.
- ii) B&AO / AM/DAO/AB&AO/AO (Concerned)

Convener
Member

7)

PAYMENT.

100% payment will be made by the Finance Director / Drawing & Disbursing Officer(s) (DDO) / Indenting officer(s) concerned of IESCO Islamabad out of budget head "Maintenance" on production of the following documents, after necessary pre-audit:-

- i) Bill in triplicate duly approved/ ratified by the DDO Concerned.
- ii) Copy of Purchase / Supply order issued by the indenting office of IESCO.
- iii) Delivery Challan duly stamped and signed by the indenting office of IESCO as a token of good receipt.
- iv) Warranty certificate as per Clause-10
- v) Inspection certificate issued by IESCO Inspection Committee as per Clause-6.
- vi) Sales Tax Invoice.
- vii) Certificate issued by the O/O Chief Engineer (MM), IESCO Ltd Islamabad regarding acceptance of Performance Bond.
- viii) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier.

The payment of amount of 17% GST shall be available for encashable on production of GST Invoice & GST return cum payment challan.

Note:-

- i) The expenditure will be charged to " Maintenance Head"

8) **CONSIGNEE.**

Free delivery in various cities within IESCO's geographical jurisdiction i.e. Districts Islamabad, Rawalpindi, Jhelum, Chakwal, and Attock (All IESCO formations)..

9) **SECURITY:**

Security of Rs. 1,000,000/- (1.00 Million) submitted vide Call Deposit Receipt No.991 dated 18.06.2020 amounting to Rs.1,000,000/- issued by Summit Bank Susan Road Branch Faisalabad by you and the same will be released after the expiry of the Warranty period of the last consignment delivered. The Security shall be liable for forfeiture in case of failure to execute the purchase order against this Rate contract or non supply of stores to the consignee / recipient or upon proof of bad quality / short supply of material on your part.

10) **WARRANTY:**

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

11) **FORCE MAJEURE:**

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

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

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

12)

FAILURE & TERMINATION

- (A) If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either:
- i) To recover from you liquidated damages levied at the rate of one percent (1%) per day or a fraction thereof subject to a maximum of ten percent (10%) of the Work / Supply order, except:
 - a) Where un-delivered stores hold up the use of other stores, liquidated damages shall be levied on the total value of the Contract.
 - b) The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of PEPCO/WAPDA /NTDC/DISCOs/IESCO.
 - ii) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without cancelling the contract in respect of the consignment not yet due for delivery, or
 - iii) To cancel the contract at your risk and cost.
- In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account, but you shall not be entitled to any gain on repurchase made against the supply order.
- (B) If during the course of execution of Contract, you are black-listed by PEPCO/WAPDA /NTDC/DISCOs/IESCO, the purchaser may proceed with all or any of the actions detailed below:-
- i) To allow the contract to run its course till completed in accordance with the terms and conditions of Contract.
 - ii) To stop further supplies with or without financial repercussions.
 - iii) To cancel the contract with or without reservation of rights.
- (C) You may be blacklisted / debarred from future business with PEPCO/WAPDA /NTDC/DISCOs/IESCO on the following grounds:
- i) Making false statements and allegations to gain undue advantage.
 - ii) Commission of fraud.
 - iii) Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of a trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.

Note:- While determining liquidated damages, the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJEURE" and shall not allow any relaxation in the liquidated damages on that account:

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

13) **RESPONSIBILITY FOR EXECUTING THE CONTRACT**

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

14) **INSPECTION AND REJECTION**

- i) The Inspection Committee may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the purchase order.
- ii) The decision of the Inspecting Officer shall be binding on you.
- iii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- iv) On final rejection the purchaser shall have the following rights:-
 - a) To purchase the rejected goods at your cost and expense.
 - b) To terminate the contract and recover from you the loss, the IESCO thereby incurs.

15) **PACKING**

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

16) FORFEITURE OF SECURITY BOND / BANK GUARANTEE

(Performance Bond)

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

(A) If the contractor:-

- i) Fails to supply the goods within the time specified.
- ii) Commits any breach of contract.
- iii) Fails to account for the Import Licence issued on account of the purchaser.
- iv) Fails to account for the raw material secured by the contractor against any Licence or permit issued on account of the Contracting Officer.
- v) Fails to return drawings, design or any material belonging to the Contracting Officer which was to be returned in good condition to the Contracting Officer after the successful termination of the contract.

(B) For other reasons specified in the Purchase Order by the contracting officer for forfeiting the security deposit.

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract or for any other reasons, the Contracting Officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favour of any other unit of PEPCO/WAPDA /NTDC/DISCOs/IESCO or from any moneys due to the Contractor from any unit of PEPCO/WAPDA /NTDC/DISCOs/IESCO.

17) RESOLUTION OF DISPUTE.

- i) If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

In any case where the conditions of Contract provide that the decision of the Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever.

- ii) If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the fifty sixth (56) days after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth (28) day after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub Clause 17(v) no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.

- iii) Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 17(ii) arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Engineer's decision.

- 7.
- iv) Any dispute in respect of which:
- a. the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 17(i) and
 - b. amicable settlement has not been started/reached within the period stated in Sub Clause 17(ii) shall be finally settled, unless otherwise specified in the Contract, under the Rules of Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made there under as amended, by one or more arbitrators appointed under such Rules. The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer for the purpose of obtaining said decision pursuant to Sub Clause 17(i). No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute. The venue of arbitration proceedings shall be the place in Pakistan as mentioned in the Preamble to Conditions of Contract.

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub Clause 17(i) or 17(ii) and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub Clause 17(iv). The provisions of Sub Clauses 17(i) to 17(ii) shall not apply to any such reference.

Please acknowledge receipt in token of acceptance at the earliest, but not later than 15 days from the date of issue of this purchase order.

This is issued with the approval of Chief Executive Officer IESCO.


Chief Engineer (MM)
IESCO Islamabad.

Copy forwarded for information and necessary action to:-

1. The General Manager (Technical) IESCO.
2. The Finance Director IESCO.
3. The Director General (Admn) IESCO.
4. The Manager (Transport) IESCO.
5. The Dy. Manager (Co-ordination) IESCO.
6. Tender / Rate Contract.


Additional Manager (IM)
IESCO Islamabad

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Transport Directorate
Office of the Director General Administration
IESCO Head Office
Street No. 40, Sector G-7/4, Islamabad.

No. 1943-2145 /CEO/DG(Admn)/DD(TPT)

Dated. 15 / 07 / 2020

OFFICE MEMORANDUM

Subject: STANDARD OPERATIONAL PROCEDURE (SOP) FOR PURCHASE OF TYRES & BATTERIES THROUGH RATE CONTRACT PROCESS.

A Rate Contract Agreement for purchase of Tyres, Tube, Flaps and Batteries have been signed with the following firms mentioned against each. To bring the transparency and a uniform mechanism at IESCO level, the following SOPs is formulating to process the cases under the Rate & Contract Scenario: -

A. DETAIL OF FIRMS.

The details of firms are as under: -

No.	Name of Firm	Contract for	Rate Contract No. & Issuance Date	Contract Period
1.	M/s Ayesha + Marriam Private Limited. Branch Office No. 111 Plaza, Fazle Haq Road, Islamabad	Purchase of Tyres, Tubes & Flaps.	5794-99 dated June 29, 2020	01 Years since the issuance of Rate Contract Agreement.
2.	M/s Pakistan Accumulators Private Limited. House No. 02, Street No. 63, Sector F-8/4, Islamabad	For Batteries	5788-93 dated June 29, 2020	

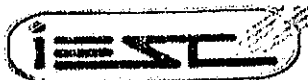
B. TECHNICAL COMMITTEE TO PROCESS THE CASE.

- A standing Technical Committee under the Convener-ship of respective S.E / P.D / Formation Manager has already been constituted vide DG (V&M) Letter No. 15454 - 76 dated April 22, 2014 (Annex-A). The same will be strictly adopted to process the all cases of Tyres & Tubes and Batteries.
- All the cases of Tyres, Tubes, Flaps and Batteries will be sent to office of the Deputy Manager for vetting purposes. No payment will be made without vetting.
- The convener of the committee will ensure that all the codal formalities has been observed and fulfilled.

C. DOCUMENTS TO BE REQUIRED TO PROCESS THE CASE.

The following documents to be produced / attached with the case before presenting to the Technical Committee: -

- Application by the Driver, duly forwarded / signed by the User Officer.
- No Work Before Performa duly signed by driver & User Officer.
- Complete history of the case particularly date of last replacement, mileage covered (60,000 km for old tyres & 100,000 km for tyres getting through rate contract), date of last replacement of Tyres & Tubes and Batteries, justification of the case and reasons if not covered under prevailing rules etc.
- Copy of the Part - I of the Log-book.
- Certificate for provision of the budget availability.
- Recommendation of the Technical Committee.



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D. ADMN APPROVAL / TECHNICAL SANCTION OF THE CASE.

- There being no clause in Book of Financial Power related to rate contract items, the Admn Approval and Technical Sanction in such cases will be dealt under the Section - VI, "Local Purchase", Clause 6.4 of the IESCO Book of the Financial Power Revised - 2018 and as amendments notified vide Director General (Admn) Office Order No. 12698 - 725 dated March 01, 2019.
- After the recommendations by the Technical Committee and vetting by Transport Directorate, the approval from the competent office will be obtained in whose competency the intender falls.

E. ISSUANCE OF SUPPLY ORDER / PURCHASE ORDER.

- For all those vehicles come under the administrative control of Transport Directorate / plying in all the offices of IESCO Head Office, the Supply Order will be issued by the IESCO Transport Directorate.
- For field formations, the Supply Order will be issued by the respective DDO / XEN. A copy of the supply order must be sent to Transport Directorate for record at central level.
- The copy of the supply order is enclosed and also available on IESCO website (Annex-B).

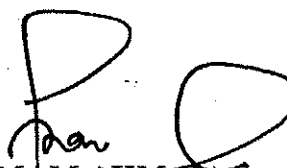
F. INSPECTION.

- Goods Inspection will be carried out in accordance to the Section - 3 of the Supply Order by the concerned formations.
- Transport Directorate will also carry out the inspection soon after the work done.

G. PAYMENT PROCEDURE

- Payment will be made in accordance to the Section - 4 of the Supply Order by the concerned formations.
- No payment will be made without vetting by Transport Directorate.
- The supplier will submit a monthly report to Transport Directorate mentioning the list of supply order issued, detail of payment made, pending payments status, claim of warranty and any dispute during the period etc.

D.A: As Above



(IMAM AHMAD)

Director General (Admn)
IESCO Islamabad

Distribution List:-

1. CEO IESCO Islamabad for information please.
2. All GMs / CE's / FD / DGs / Company Secretary IESCO.
3. All SEs / Operation Managers / Managers / Project Directors IESCO.
4. All XENs / DDT / DCMs / DDOs / XEN Civil IESCO.
5. All SDOs / ROs / Assistant Managers IESCO.
6. M/s
7. Mater File / Rate Contract File / Battery File / Tyres File.



ISLAMABAD ELECTRIC SUPPLY COMPANY

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Directorate General
(Vig. & Monitoring)
St 40, G-7/4, Islamabad

No. 15454-76 /CEO/IESCO/DG(V&M)

Dated 22-04//2014

1. All C.Es IESCO.
2. Finance Director IESCO.
3. All Managers Operation IESCO.
4. S.E GSO IESCO.
5. P.D GSC IESCO.
6. P.D (C.O) IESCO.
7. Manager (I.A) IESCO.
8. Manager (Surveillance).
9. Regional Manager (M&T)
10. MS IESCO Hospital Rawalpindi.
11. D.M (Security).
12. D.M (Transport).

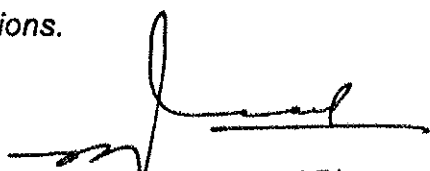
SUBJECT:- REPAIR OF VEHICLES.

It has been noticed that major repair cases of vehicles are sent to this office for approval of the Competent Authority, but the Technical Committee which collects quotations, prepare and sign the Comparative Statements are not formed on Circle base, but for each and every case different officers/officials sign the comparative statements. Instances have been noted that even Store Keepers have signed comparative statements, where thousands of rupees expenditure is involved. All the process not only needs transparency but also judicial use of resources after due diligence.

It is therefore re-iterated that a permanent Technical Committee under the convenership of Circle S.E should be formulated. Composition of the Committee should be as under:-

- | | | |
|----|--|-----------|
| a. | Circle S.E/P.D/Formation Manager. | Convener. |
| b. | Concerned XEN/Dy. Manager. | Member. |
| c. | Concerned SDO/Assistant Manager. | Member |
| d. | Concerned Divisional Accountant/Accounts Officer will sign the comparative statement duly checked. | |

All are requested to adhere to the above instructions.


(MUSHTAQ AHMAD)
DIRECTOR GENERAL (V&M)



ISLAMABAD ELECTRIC SUPPLY COMPANY LTD.

Tel: 051 - 9252937 - 39 EXT: 334
Direct: 051 - 9252899
Fax: 051 - 9252927

Transport Directorate
Office of the Director General Administration
IESCO Head Office
Street No. 40, Sector G - 7 / 4, Islamabad.

Supply Order No.: _____

Date: _____

M/s Ayesha + Marriam (Pvt.) Limited,
Branch Office: 111 Plaza, Unit No. 5,
Fazl-e-Haq Road, Blue Area,
Islamabad.
Ph. No. 051-2806040

Subject: **WORK ORDER / SUPPLY ORDER OF TYRES TUBES & FLAPS:**

Reference: i) The Chief Engineer (MM) IESCO Rate Contract issued vide no. 5794-99/DM (IM/MM)/IESCO dated 29.06.2020.
ii) The case is vetted by Transport Directorate IESCO vide No. _____ dated _____.
iii) The Administrative Approval / Technical Sanction accorded by the Competent Authority duly conveyed vide No. _____ dated _____.

The undersigned is pleased to place a Work / Supply order upon you for supply of under noted material in light of the Rate Contract referred above;

1. **DESCRIPTION OF ITEMS:**

S. No.	Description of Tyres, Tubes & Flaps		Unit	Qty	Rate per unit on FCS basis without involving any foreign exchange excluding GST (In PKR.)	Total value (In PKR.)
	Size of Tyre	Make / Brand / Ply				
i	ii	iii	iv	v	vi	vii
01.						
02.						
NET TOTAL (WITHOUT GST)						
17% GST						
GRAND TOTAL						

(Rupees: _____)

only)

NOTE: **All Terms & Conditions Will Remain Unchanged As Per Above Referred Rate Contract.**

- All the Tyres Tubes and Flaps shall be manufactured by the respective manufacture(s) and shall be supplied duly individually packed in suitable packing as per company's practice.
- The Brand name, Country of Origin & Design / Type shall be duly marked / embossed on each items etc at suitable place.
- In case of report of short supplies or sub standard supplies, your firm will be fully responsible and IESCO reserves the right to initiate action as per law, which will lead to forfeiture of performance guarantee and Blacklisting of the firm /owner for any future participation in any of IESCO / PEPCO / WAPDA / NTDC tenders.
- No advance payment shall be made to your firm.
- You are solely responsible to ensure timely delivery of ordered store either by you or your authorized dealers / suppliers at the designated formations / office within the delivery period prescribed in the supply order

2. **DELIVERY PERIOD:**

"Full ordered quantity within (10) days from the date of receipt of this Work / Supply Order."



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3. INSPECTION:

Inspection of the material will be carried out at consignee / recipient by the following IESCO Inspection Committee at the time of delivery.

- a) **Drawing and Disbursing Officer (DDO) / Indenting officer (s) Concerned.** **Convener**
- b) **B&AO / AM / DAO / AB&AO / AO (Concerned)** **Member**

- i) The Inspection Committee may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as it may decide on its discretion and it is satisfied that the consignment is below the requirements of the particulars governing the supply given in the purchase order.
- ii) The decision of the Inspection Committee shall be binding on you.
- iii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- iv) On final rejection the purchaser shall have the following rights:-
 - a) To purchase the rejected goods at your cost and expense.
 - b) To terminate the contract and recover from you the loss, the IESCO thereby incurs.

4. PAYMENT:

100% payment will be made by the Finance Director / Drawing & Disbursing Officer(s) (DDO) / Indenting officer(s) concerned of IESCO Islamabad out of budget head "Maintenance" on production of the following documents, after necessary pre-audit:-

- i) Bill in triplicate duly approved/ ratified by the DDO Concerned.
- ii) Copy of Work / Supply order issued by the indenting office of IESCO.
- iii) Delivery Challan duly stamped and signed by the Indenting office of IESCO as a token of good receipt.
- iv) Warranty certificate as per Clause-10 of Rate Contract
- v) Inspection certificate issued by IESCO Inspection Committee.
- vi) Sales Tax Invoice.
- vii) Certificate issued by the O/O Chief Engineer (MM), IESCO Islamabad regarding acceptance of Performance Bond.
- viii) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier.

The payment of amount of 17% GST shall be available for encashable on production of GST Invoice & GST return cum payment challan.

Note:-

- i) The expenditure will be charged to "Maintenance Head"

5. CONSIGNEE:

Free delivery at office of the concerned supply / work order issuing authority of IESCO.

6. WARRANTY:

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

7. FORCE MAJEURE:

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

- i) Act of God.
- ii) Act of State, War or any Act of the Enemy.
- iii) Lock outs, Riots or Civil Commotion.
- iv) Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers.



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- v) Restriction imposed by the government on the Import of any material relating to the manufacture of goods.
- vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.
- vii) Port delays due to bunker age or lighter age.
- viii) Diversions of supplies by the Carrier without any fault or knowledge of the manufacturer or supplier.

Provided further that the Manufacturer or supplier has given notice to the IESCO within 07-days of the happening of any such event.

8. FAILURE & TERMINATION:

- (A) If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either:
- To recover from you liquidated damages levied at the rate of one percent (1%) per day or a fraction thereof subject to a maximum of ten percent (10%) of the Work / Supply order, except;*
 - Where un-delivered stores hold up the use of other stores, liquidated damages shall be levied on the total value of the Contract.
 - The recovery of liquidated damages mentioned above can be affected from any payment due to you from any unit of PEPCO/WAPDA /NTDC/DISCOs/IESCO.
 - To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without cancelling the contract in respect of the consignment not yet due for delivery, or
 - To cancel the contract at your risk and cost.
- In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account, but you shall not be entitled to any gain on repurchase made against the supply order.
- (B) If during the course of execution of Contract, you are black-listed by PEPCO/WAPDA /NTDC/DISCOs/IESCO, the purchaser may proceed with all or any of the actions detailed below:-
- To allow the contract to run its course till completed in accordance with the terms and conditions of Contract.
 - To stop further supplies with or without financial repercussions.
 - To cancel the contract with or without reservation of rights.
- (C) You may be blacklisted / debarred from future business with PEPCO/WAPDA /NTDC/DISCOs/IESCO on the following grounds:
- Making false statements and allegations to gain undue advantage.
 - Commission of fraud.
 - Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of a trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.

Note: While determining liquidated damages, the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJEURE" and shall not allow any relaxation in the liquidated damages on that account:

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

9. RESPONSIBILITY FOR EXECUTING THE CONTRACT:

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

10. PACKING:

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



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Office of the Director General Administration
IESCO Head Office
Street No. 40, Sector 6, Islamabad
Concerned BDO / Indenting officer(s)
IESCO Islamabad

Copy forwarded for information and necessary action to:-

1. Chief Engineer (MM) IESCO for information with reference to the above.
2. Finance Director IESCO.
3. Director General (Admn) IESCO for information please.
4. Deputy Manager (Transport) IESCO for information with reference to the above..
5. Master File.



ISLAMABAD ELECTRIC SUPPLY COMPANY

PABX: 051 - 925237 - 39 (Ext: 334)
Direct: 051 - 9252 899
Fax: 051 - 9252 927
Email: ddtpt@iesco.com.pk

Office of the Deputy Director (Transport)
Transport Directorate - Director General Administration
IESCO Head Office, Street No. 40,
Sector G - 7 / 4, Islamabad.

NO WORK BEFORE PERFORMA / CERTIFICATE

It is certified that;

1. The vehicle is attached and under used of undersigned.
2. The works mentioned in application have not been carried out before or within six month (warranty period) again.
3. The Tyres has been completed its life and has also completed / covered a mileage aforesaid mentioned in rules (60,000 Kilometers).
4. The battery has been completed its useful life and not been replaced before or within warranty period again.

Dated:

Name of Driver

Name of User Officer

Vehicle No.

Designation

Dated

Dated



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INSPECTION CERTIFICATE

It is certified that the Supply items in accordance to the Supply Order No. _____
dated _____ supplied by M/s _____ as per the following
details are inspected and found brand new inline to the Rate Contract Agreement.

No.	Supply Order No. & Dated	Vehicle No.	Attached with	Delivery Challan No. & Dated	Remarks if any

Dated:

Signed by Nominated Inspection Team



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SATISFACTORY WORK COMPLETION CERTIFICATE

It is certified that the Supply items for Vehicle No. _____, Make _____, attached and used by undersigned, of the office of the _____, has been supplied / carried out by M/s _____ according to the Supply / Work Order No. _____ dated _____. The supply items are satisfactory and brand new.

Dated:

Name of Driver

Name of User Officer

Vehicle No.

Designation

Dated

Dated