



# AKBER ALI & SONS

A Subsidiary of AkberAli YousufAli Group of Companies



AKBERALI YOUSUFALI  
GROUP OF COMPANIES



OUR REF: 10011/2023/AS-C3

OFFICE: KARACHI

DATE: 21.02.2023

THE RESIDENT ENGINEER,  
POWER STATION,  
MANGLA.

SOFT REMINDER  
DATED: 08.03.2023

REF: TENDER NO. SOS-51 FOR THE PURCHASE OF 3 TON FORKLIFTER FOR WAREHOUSE

SUB: RESPONSE TO YOUR E-MAIL DT. 16.02.2023 AND YOUR LETTER NO: REM/PS/WH/278/79 DT: 16.11.2022

Dear Sir,

We are in receipt your e-mail message dated: 16.2.2023 in which you have once again referred to your Letter No: REM/PS/WH/278/79 Dated: 16.11.2022. Sir this letter of yours was very sufficiently responded to by us through our Letter No: 9907/2022/AS-C1 Dated: 15.12.2022 (Copy enclosed for your ready reference)

Sir, in your above said letter you only referred to our Letter No: 9874/2022/AS-C3 Dated: 08.11.2022, while on the other hand you referred to your various letters from 23.09.2022 to 10.10.2022, but for reasons better known to you, you did not mention in your this letter the reference to our various other letters during the same period i.e. our Letter No: 9801/2022/AS-C1 Dated: 21.09.2022, our Letter No: 9809/2022/AS-C1 Dated: 26.09.2022, our Letter No: 9813/2022/AS-C1 Dated: 27.09.2022 and our Letter No: 9836/2022/AS-C1 Dated: 14.10.2022 (Copies of all these letters are being enclosed for your ready reference). In all our these letters, we have clearly communicated to you that since your Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 Dated: 16.09.2022 was not in line with the terms and conditions of our Quotation No. 9615/2022/AS-C1 dated: 24.05.2022, it was unacceptable to us and we had clearly communicated to you through our Letter No: 9801/2022/AS-C1 Dated: 21-09-2022 that your Notice of Acceptance will only be acceptable to us if the contents of this letter are acceptable to you. In the same letter we had asked you to confirm your acceptability to us in writing before 25.09.2022 which was the date of expiry of our bid but unfortunately instead of discussing the contents of our above said letter you stated in your Letter No: REM/PS/WH/120-22 Dated: 23.09.2022 that since we have mentioned the requirement of pre-delivery inspection as mandatory in our Quotation therefore you took it for granted that the cost to be incurred for pre-delivery inspection at our premises in Karachi would be our liability while actually the price which we had quoted in our Quotation No. 9615/2022/AS-C1 dated: 24.05.2022 was **on the condition that the Pre delivery inspection is MANDATORY at our site by the technical team of WAPDA and that we, Akber Ali & Sons will not be responsible in case of any deviation reported after delivery.** Now, Sir, this condition was very clearly mentioned by us in our quotation and we had not at all offered to pay any travelling, boarding or lodging charges of the technical team of WAPDA for this Pre-Delivery Inspection (Copy of the specific page of our quotation is attached for your ready reference).

**In this situation, if our this condition of pre delivery inspection was in any way not acceptable to your good self, then it was your responsibility to approach us for either removing this condition or for asking us to agree to pay the travelling, boarding or lodging charges of your technical team in Karachi and this should have been done before the issuance of Notice of Acceptance,** but unfortunately, you chose to ignore

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email: info@aayag.com





this responsibility of your good office and rather on the contrary, you issued the Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 dated: 16-9-2022 to us in which you made us responsible for bearing the cost of travelling, boarding and lodging of your technical team without taking prior consent from us.

Sir, in response to your Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 Dated: 16-9-2022 when we through our Letter No: 9801/2022/AS-C1 Dated: 21.09.2022 expressed our inability to pay the cost for this inspection visit as we had not catered for the cost of the expenses of such a visit in our quoted price, you through your Letter No: REM/WH/131-32 Dated: 27.09.2022 unilaterally and without taking our consent removed Clause No: 7.1 "Inspection & Rejection" pertaining to Pre-delivery Inspection from your NOA. Thus, rendering your Notice of Acceptance as unacceptable to us since this condition of Pre-delivery Inspection was a very important part of our quotation and since your Notice of Acceptance was deviating from this vital condition of our quotation therefore, we cannot accept this Notice of Acceptance which is not inline with the terms and conditions of our Quotation No: 9615/2022/AS-C1 Dated 24-5-2022.

Another important point to consider is that it is also clearly mentioned in your Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 Dated: 16-9-2022 that "WAPDA intends to make an agreement with your firm against your said offer for Procurement of 03 Ton Fork Lifter for Ware House Power Station Mangla at price mentioned below subject to your agreeing to and fulfilling the conditions stated hereunder". Sir since the conditions mentioned in your Notice of Acceptance were not acceptable to us because they were not inline with our quotation regarding which we had clearly communicated to you through our Letter No: 9801/2022/AS-C1 Dated: 21.09.2022, thus as per the contents of your own Letter of Acceptance, it had become invalidated and infructuous.

Keeping in view the above, it is evident that by design and with malafide intentions and ulterior motives you created circumstances and took such actions so as to make this Notice of Acceptance unacceptable to us as discussed by us in our various correspondences with you and therefore the total liability of non-finalization of this procurement process rests on your shoulders.

In view of the above you are now requested to immediately release our Earnest Money Pay Order which we had submitted along with our Quotation No: 9615/2022/AS-C1 Dated: 24-05-2022 against the above referred tender in the shape of Pay Order No: 09805112 Dated: 21-05-2022 for Rs. 110,000/- issued by Bank Al Habib Limited, Jodia Bazar, Karachi. at your earliest please.

Thanking you

Yours Sincerely,

For **AKBER ALI & SONS**



Encl: As above

Cc to: Federal Minister for Water Resources 6 Ataturk Ave, G-5/1 G-5, Islamabad  
Chairman WAPDA  
Member Power WAPDA  
G.M. Hydel WAPDA  
Director General FPRA  
✓ CEO Transparency International Pakistan