



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.

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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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



AKBER ALI & SONS

A Subsidiary of AkberAli YousufAli Group of Companies



AKBER ALI YOUSUF ALI
GROUP OF COMPANIES



OUR REF: 9907 / 2022 / AS-C1

OFFICE: KARACHI

DATE: 15-12-2022

✓ The Resident Engineer,
Power Station,
Mangla.

Ref: Tender No. SOS-51 for the Purchase of 3 Ton Forklifter for Warehouse

Sub: Your Notice of Acceptance is against the Terms & Conditions of our Quotation No: 9615/2022/AS-C1 Dated: 24.05.2022

Dear Sir,

We are in receipt of your Letter No: REM/PS/WH278-79 Dated: 16-11-2022 which was very surprisingly only received in our office on 09.12.2022. Sir the reason for this delay as mentioned by you is that our office has been shifted from our previous location near Lyari Town to our present location in Block 2 PECHS. Sir, because of the situation in Karachi, we were forced to move our office to our present location but what is astonishing is that when we have been receiving all your previous letters i.e. Letter No: REM/PS/WH/183-86 Dated: 10.10.2022, Letter No: REM/PS/WH/158-60 Dated 3-10-2022 and another Letter No: REM/WH/131-32 dated 27-9-2022 etc. etc. which were all received by us at our present address then why specifically for this letter it was dispatched by your good office to our previous address. In this connection, please also refer to your Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 Dated: 16-9-2022 on which the address which is mentioned is our correct and present address. It is therefore a very big question mark that why has your office used our previous address to dispatch the recent letter as we had already informed you initially that our previous office is inactive since the last few months.

Sir now coming to the contents of your recent letter in which you have mentioned that the final inspection of the fork lifter will be carried out at your Warehouse, Power Station Mangla. Sir, we have time and again tried to explain to you very humbly in the past through our Letters No: 9801/2022/AS-C1 Dated: 21.09.2022, No: 9809/2022/AS-C1 Dated: 26.09.2022, No: 9813/2022/AS-C1 Dated 27.09.2022 and yet another Letter No: 9836/2022/AS-C1 Dated: 14.10.2022 that we have in our quotation clearly mentioned our condition of MANDATORY Pre-delivery inspection by the inspection team of WAPDA at our premises in Karachi and on the basis of this condition we have quoted the price of the fork lifter. Please appreciate and understand that as a free citizen of Pakistan, we have the right to commercial activity in Pakistan as per the terms and conditions suitable to us. In line with this right of doing commercial activity in Pakistan as a free Pakistani citizen as enshrined in the constitution of Pakistan, we had submitted our Quotation No: 9615/2022/AS-C1 Dated: 24-5-2022 against your above referred tender 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.

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email: info@aayag.com



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 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.

Sir, we informed you about our this point of view through our Letter No: 9813/2022/AS-C1 Dated: 27-9-2022, but instead of accepting our legal point of view, you have unfortunately resorted to using coercive and pressurizing tactics with a clear intention of forcing us to accept your Notice of Acceptance which is not in line with the terms and conditions of our quotation.

Sir, in simple words, we gave you the price of fork lifter on the basis of a very vital condition of Pre- delivery inspection which was clearly mentioned by us in our quotation. If this condition was unacceptable to you, you should have either outrightly rejected our bid and closed the matter or you should have asked us to remove this condition or alternatively to bear the cost of the visit of your technical team to Karachi but instead of taking any of these measures you instead 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 and when we expressed our inability to bear this cost, you unilaterally removed Clause No. 7.1 "Inspection & Rejection" pertaining to Pre-delivery Inspection from your NOA without taking our consent.

Sir, in order to make an effort to try and amicably settle this matter, we had through our Letter No. 9836/2022/AS-C1 Dated: 14-10-2022 offered to provide a return airline ticket for one person of your technical team to visit Karachi and inspect the fork lifter in order to fulfill the condition of Pre-delivery Inspection mentioned in our quotation.

Sir, regarding the contention as stated in your letter that our firm did not submit the Performance Bond within the stipulated time period, it stated when your

Notice of Acceptance No: REM/PS/WH/SOS/96-100 Dated: 16-9-2022 was not in line with the terms and conditions of our quotation, thus your Notice of Acceptance was unacceptable to us as communicated to you by us through our Letter No: 9801/2022/AS/C1 Dated: 21-9-2022. You unfortunately did not address all the points raised by us in this letter. Sir when the Notice of Acceptance was not acceptable to us as it was not in line with the terms and conditions of our quotation therefore the question of provisioning of Performance Bond against such an unacceptable Notice of Acceptance does not arise. We had also clearly informed you through our Letter No: 9801/2022/AS/C1 Dated: 21.09.2022 that if the contents of our letter are acceptable to your goodself, we will be pleased to accept this Notice of Acceptance but even until yet you have not given us your acceptance to the contents of our above said letter which sufficiently establishes the fact that we had never accepted your Notice of Acceptance thus how could have we provided the Performance Bond against an unacceptable Notice of Acceptance. Sir, if you would have amended your Notice of Acceptance in line with our quotation, we would have surely accepted the same and would have surely provided the Performance Bond to you.

Keeping in view the above, we would like to once again very humbly inform you that we are still prepared to deliver the fork lifter to you at our quoted Pak Rupee price notwithstanding the fact that the Pak. Rupees has depreciated by more than 20% since the time that the tender was opened, if you may kindly let us have your acceptance to the contents of our Letter No: 9801/2022/AS/C-1 Dated: 21-9-2022 and amend your Notice of Acceptance accordingly.

It is pertinent to mention here that the supplied Forklifter will be under a One Year Warranty from our Company for which your esteemed authority will have a 10% Performance Bond in order to ensure that there will be absolutely no problem with the Forklifter and that we will provide proper After Sales Service during the warranty period to your authority. Besides this, during the predelivery inspection your inspectors will be able to thoroughly check the Forklifter and operate it as to check both the driving and lifting operations.

I hope that you appreciate that if your esteemed department re-tenders the same requirement, you will have to at least pay an extra amount of 25% for the same fork lifter keeping in view the devaluation of Pak Rupees against US Dollars.

We look forward to your kind favourable response in the matter.

Yours Sincerely,

For **AKBER ALI & SONS**

Cc to:

Secretary to The Prime Minister of Pakistan (P/M Secretariat – Islamabad)
Federal Minister for Water Resources 6 Ataturk Ave, G-5/1 G-5, Islamabad
The Registrar Supreme Court of Pakistan - Islamabad
The Registrar High Court of Sindh, Karachi
Chairman WAPDA
Member Power WAPDA
G.M. Hydel WAPDA
Director General PPRA
CEO Transparency International Pakistan

OUR REF: 9801/2022/AS-C1

OFFICE: KARACHI

DATE: 21.09.2022

THE RESIDENT ENGINEER
POWER STATION MANGLA
Ph: 0544-639005, 0544-638144

REF: TENDER NO. SOS-51 DATED: 24.05.2022 FOR THE PURCHASE & SUPPLY OF 03 TON FORKLIFTER FOR WARE HOUSE POWER STATION MANGLA

SUB: YOUR NOTICE OF ACCEPTANCE LETTER NO. REM/PS/WH/SOS-51/96-100 DATED: 16.09.2022

Dear Sir,

We are in receipt of your Notice of Acceptance No.: REM/PS/WH/SOS-51/96-100 Dated: 16.09.2022 against our Quotation No: 9615/2022/AS-C1 Dated: 24.05.2022 submitted by us against your Tender No: SOS-51 for which we thank you.

Sir, we have noted in Clause No.: 7.1 "Inspection & Rejection" of your Notice of Acceptance No.: REM/PS/WH/SOS-51/96-100 Dated: 16.09.2022 that "Pre-delivery testing and inspection will be carried out at our premises by two number authorized Engineers / officials of Power Station Mangla at our cost".

Sir, in this regard, we would like to submit that this requirement of bearing the cost of the visit of your authorized Engineers / officials to our premises in Karachi was not mentioned in the tender documents therefore, we are not in a position to bear such an expense which we had not catered for in our cost at the time of bid submission.

Sir, here we would like to most humbly submit that already we are facing a huge loss on this contract considering the fact that the exchange rate of Pak Rupee against US Dollar on the date of bid opening was Rs. 200 per USD whereas the exchange rate of US Dollar against Pak Rupee of today is Rs. 240 per USD. This means that the Pak Rupee has devaluated by 20% during these last 4 Months and no one could have foreseen/anticipated such a huge devaluation of the Pak Rupee. Sir, in the given circumstances, it is even very difficult for any vendor to fulfill their commitments but we are abiding by our commitment/quotation which we have made but at the same time, we are left with absolutely no provision to cover any unforeseen/uncalculated additional expenses.

Sir, keeping in view of the above, we regret that we will not be able to bear the cost of your inspection team for their visit to our facility in Karachi.

Sir, besides the above, we have noted in Clause No: 5 "Payment" that you require us to submit the following documents with our invoice. Kindly note our comments with regards to your required documents as under:-

S. NO	YOUR DOCUMENTS REQUIRED	OUR COMMENTS
i.	Sales Tax Invoice	OK
ii.	Sales Tax Return with Form C	OK

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iii.	GST Paid Challan	Please note that the payment of GST by us depends upon the input of GST amount which we already have in the concerned month. If we have more GST Input then the amount which we have to pay, then we are not required to pay any GST in that particular month. For example, if we have GST Purchase Input of 500,000/- and if we have to pay GST of 300,000/- then our balance GST input will be reduced from 500,000/- to 200,000/- and we will not be required to pay any GST. In such an event we will not be able to provide the GST Paid Challan. All these details will be available in the Sales Tax Return Annexure C which will be presented by us to you along with our invoice.
iv.	Affidavit that Sales Tax Return covers GST amount	OK
v.	Active Tax Payer status as per FBR Database	OK
vi.	Warranty Certificate	OK
vii.	Certificate to the effect that the billed amount has not been claimed or received earlier	OK
viii.	Professional Tax exemption certificate (if applicable)	OK
ix.	Income Tax exemption certificate (if applicable)	Akber Ali & Sons is exempt from deduction of Advance Income Tax under subsection (5) of section 153 of the Income Tax Ordinance 2001 as the Forklifter is in the same condition as it was when imported and we have already paid advance income tax under section 148 at import stage.
x.	Attested stamped Bill of Entry from Excise & Taxation office (if applicable)	Please note that presently the Bill of Entry is no longer in vogue. The document which has replaced the Bill of Entry is called the "Goods Declaration" and this is a computer-generated document which neither requires a signature nor is it stamped. We will provide this Goods Declaration to you along with our invoice.

If the above is acceptable to your good self, we will be pleased to accept this Notice of Acceptance No.: REM/PS/WH/SOS-51/96-100 and will surely supply the Fork Lifter to your esteemed authority. If however our above writings are unacceptable to you then you may kindly make a suitable decision as desired by your good self in the best interest of WAPDA.

Finally, Sir, you are requested to please let us have your response to the above in writing before 25.09.2022 which is the date of expiry of our bid after which we will obviously not be liable to accept your order at the price quoted by us in our Quotation No.: 9615/2022/AS-C1 Dated: 24.05.2022.

Thanking you and assuring of our best & cooperation at all times.

Yours Sincerely,

For **AKBER ALI & SONS**





AKBER ALI & SONS

A Subsidiary of AkberAli YousufAli Group of Companies



AKBERALI YOUSUFALI
GROUP OF COMPANIES



OUR REF: 9615/2022/AS-C1

OFFICE: KARACHI
COMMERCIAL OFFER

DATE: 24.05.2022

THE RESIDENT ENGINEER
WAPDA POWER STATION, MANGLA
KPK - PAKISTAN

REF.: TENDER NO. SOS-51 FOR PURCHASE OF 03 TON FORK LIFTER FOR WARE HOUSE

SUB: QUOTATION OF DIESEL OPERATED FORKLIFT TRUCK

Dear Sir,

This is in reference to your enquiry regarding, we are pleased to submit our offer as under:

DESCRIPTION	DIESEL OPERATED FORKLIFT TRUCK 3 TON
MANUFACTURER	OPT-I: HYSTER DIESEL OPERATED FORKLIFT TRUCK MODEL NO.: H3.0UT OPT-II: MHE-DEMAG DIESEL OPERATED FORKLIFT TRUCK MODEL NO.: MFD430, MALAYSIA
QUANTITY	No. 01 (One) or your required quantity.
PAYMENT TERMS	Payment will be released upon successful delivery and issuance of Inspection Certificate by Employer as per WAPDA procedure.
DELIVERY SCHEDULE	In stock at the moment. However, we will deliver the Fork lifter as per mentioned delivery schedule in the tender document after the receipt of your confirmed order subject to prior sale. (Negotiable)
PRE-DELIVERY INSPECTION	MANDATORY at our Site by your TECHNICAL TEAM. AKBERALI & SONS will not be responsible in case of any Technical Deviations reported after Delivery.
VALIDITY	This offer is valid for 120 Days i.e., 25.09.2022 after which it will be subject to our final confirmation.
WARRANTY	24 months warranty from the date of delivery.
TAXES	Our price is Inclusive of 17% GST . if any new taxes are imposed by the government of Pakistan, then the same will be borne by the buyer.

We are enclosing herewith the Original Brochure of HYSTER DIESEL OPERATED FORKLIFT TRUCK MODEL NO.: H3.0UT & MHE-DEMAG DIESEL OPERATED FORKLIFT TRUCK MODEL NO.: MFD430, MALAYSIA, for your ready reference and record.

Yours Sincerely,

For **AKBER ALI & SONS**

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REGIONAL OFFICE KARACHI:

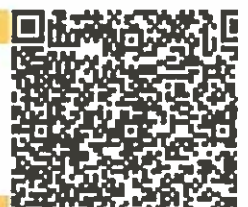
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AKBER ALI & SONS

A Subsidiary of AkberAli YousufAli Group of Companies



AKBERALI YOUSUFALI
GROUP OF COMPANIES



OUR REF: 9809/2022/AS-C1

OFFICE: KARACHI

DATE: 26.09.2022

THE RESIDENT ENGINEER
POWER STATION MANGLA
Ph: 0544-639005, 0544-638144

REF: TENDER NO. SOS-51 DUE ON 24.05.2022 FOR THE PURCHASE & SUPPLY OF 03 TON
FORKLIFTER FOR WARE HOUSE POWER STATION MANGLA

SUB: RESPONSE TO YOUR LETTER NO.: REM/WH/120-22 DATED: 23.09.2022

Dear Sir,

We are in receipt of your Letter No.: REM/WH/120-22 Dated: 23.09.2022.

Sir, in response to the same, we would like to inform you that the condition of pre-delivery inspection was mentioned by us in our quotation and the price quoted by us in our quotation was on the basis that the Pre-Delivery Inspection will be carried out by your esteemed authority at our premises in Karachi without any additional cost to us therefore we have no liability at all to finance the visit of your inspectors to carry out the inspection of the Fork lifter at our premises in Karachi.

Sir, if our condition of Pre-Delivery Inspection was not acceptable to your good office then you should have approached us to remove this condition before the issuance of the Notice of Acceptance. Nevertheless, please be informed that neither can we remove this condition of Pre-Delivery Inspection nor we have any possibility to finance the visit of your inspection team to Karachi for the inspection of the Fork lifter.

Regarding your statement in your letter that the devaluation of the currency will have no impact on us because the offered Fork lifter is in our stock. Please be informed that all the Fork lifters in our stock are actually the property of the manufacturer. We have an arrangement with them whereby we import the Fork lifters on credit from the manufacturer and we pay them after the Fork lifter(s) has been sold and delivered by us to the end customer therefore the currency devaluation has a great impact on our price.

Sir, regarding your request to extend the validity of our bid, please be informed that we have no possibility to extend the validity of our bid. Sir, it is worthwhile to mention here that we had submitted our bid against your tender on 24.05.2022 and your good office had enough time of 4 months to finalize this matter but the Notice of Acceptance was issued to us only one week before the expiry of the 4 Months validity period of the bid therefore unfortunately, we can not do much in this situation.

Keeping in view the above, we would like to request you that if you want us to accept your Notice of Acceptance then please issue the Notice of Acceptance in line with our quotation and terms and conditions mentioned in the same which includes Pre-Delivery Inspection at our site otherwise you may make a decision in the best interest of Wapda.

Finally Sir, since our bid has already expired, we are prepared to wait for your kind response to our this e-mail message until close of business hours on 27.09.2022. If we are not able to receive your kind acceptance to the above then we would like to request you to please release our earnest money as we have no possibility to extend the validity of the bid further.

Thanking you and assuring you of our efficient services and cooperation at all times.

Yours Sincerely,

For **AKBER ALI & SONS**

HEAD OFFICE KARACHI:

6-7, Essa Masjid, North Napier Road,
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32416955 - 3238599
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REGIONAL OFFICE KARACHI:

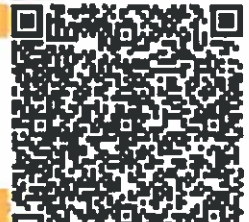
192-F, Block -II, P.E.C.H.S.,
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BRANCH OFFICE RAWALPINDI:

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AKBER ALI & SONS

A Subsidiary of AkberAli YousufAli Group of Companies



AKBERALI YOUSUFALI
GROUP OF COMPANIES



OUR REF: 9813/2022/AS-C1

OFFICE: KARACHI

DATE: 27.09.2022

THE RESIDENT ENGINEER
POWER STATION MANGLA
Ph: 0544-639005, 0544-638144

REF: TENDER NO. SOS-51 DUE ON 24.05.2022 FOR THE PURCHASE & SUPPLY OF 03 TON FORKLIFTER FOR WARE HOUSE POWER STATION MANGLA

SUB: RESPONSE TO YOUR LETTER NO.: REM/WH/131-32 DATED: 27.09.2022

Dear Sir,

We are in receipt of your Letter No.: REM/WH/131-32 DATED: 27.09.2022.

In response to the same, it stated that since your Notice of Acceptance is not as per the terms and conditions of our Quotation No.: 9615/2022/AS-C1 Dated: 24.05.2022 especially the Pre-Delivery Inspection clause therefore we regret that your Notice of Acceptance is not acceptable to us.

Moreover, it is pertinent to add here that your esteemed authority had 4 months for the evaluation of our quotation from the date of bid opening i.e., from 24.05.2022 and during this period, you had also sent us a Letter No.: REM/PS/SOS-51/10-11 Dated 04.08.2022 for post tender clarifications which was duly responded to by us vide our Letter No.: 9734/2022/AS-C1 Dated: 10.08.2022. Sir, if you had any reservations regarding the Pre-Delivery Inspection clause mentioned by us in our quotation, then you should have had raised your objection in that letter and if you wanted us to remove this clause then you should have had requested us to remove this clause in that letter or any other correspondence before the issuance of Notice of Acceptance to us.

Sir, you cannot just unilaterally delete any such clause ab initio from the Notice of Acceptance. Sir, it is evident from the above that your act of deleting Clause No.: 7.1 of the Notice of Acceptance is illegal and uncalled for because if this Pre-Delivery Inspection Clause was not acceptable to your good office, then you should have either asked us to remove this clause before the issuance of the Notice of Acceptance and in the event that we would have expressed our inability to remove this clause then you could have decided either to accept our bid with the Pre-Delivery Inspection clause or to reject it. But Sir, all this should have been done by your good office before the issuance of the Notice of Acceptance.

Nevertheless Sir, since now our bid already stands expired and we have until yet not received your Purchase Order strictly as per the terms and conditions mentioned in our quotation therefore, we regret that we cannot accept your Notice of Acceptance without the Pre-Delivery Inspection Clause.

You are requested to please release our earnest money which we had submitted in the shape of Pay Order No.: 09805112 Dated: 21.05.2022 Amounting to Rs. 110,000/- drawn on Bank Al-Habib Limited, Jodia Bazar, Karachi.

Thanking you and assuring you of our best services & cooperation at all times.

Yours Sincerely,

For **AKBER ALI & SONS**

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AKBERALI YOUSUFALI
GROUP OF COMPANIES



OUR REF: 9836/2022/AS-C1

OFFICE: KARACHI

DATE: 14.10.2022

THE RESIDENT ENGINEER
POWER STATION MANGLA
Ph: 0544-639005, 0544-638144

Ref: Tender No: SOS-51 Dated: 24.05.2022 for the Purchase & Supply of 03 Ton Forklifter for Ware House Power Station Mangla

Sub: Your Notice of Acceptance is against the Terms & Conditions of our Quotation No: 9615/2022/AS-C1 Dated: 24.05.2022.

Dear Sir,

We are in receipt of your Letters No: REM/PS/WH/158-60 Dated: 03.10.2022 and No: REM/PS/WH/183-B6 Dated: 10.10.2022 in which you have completely ignored the contents of our Letter No. 9813/2022/AS-C1 Dated: 27.09.2022 especially the Para No: 3 and 4 of our above said letter. Sir, instead of responding to our observations mentioned in Para No: 3 and 4 of our letter, you have chosen to use coercive and pressurizing tactics, with the clear intention to force us into accepting your NOA which is absolutely against the provisions and terms and conditions of our Quotation No.: 9615/2022/AS-C1 Dated: 24.05.2022.

We would like to very humbly advice you to refrain from using such pressurizing and coercive tactics which are absolutely illegal and against the norms of natural justice. Sir, we have time and again tried to explain to you very humbly in the past through our Letter No: 9801/2022/AS-C1 Dated: 21.09.2022 and another Letter No: 9809/2022/AS-C1 Dated: 26.09.2022 as well as in our recent Letter No. 9813/2022/AS-C1 Dated: 27.09.2022 that we have in our quotation clearly mentioned our condition of **MANDATORY Pre-Delivery Inspection** by the inspection team of Wapda at our premises in Karachi and on the basis of this condition we have quoted the price of the Forklifter. Please appreciate and understand that as a free citizen of Pakistan, we have the right to commercial activity in Pakistan as per the terms and conditions suitable to us. In line with this right of doing commercial activity in Pakistan as a free Pakistani citizen as enshrined in the Constitution of Pakistan, we had submitted our Quotation No.: 9615/2022/AS-C1 Dated: 24.05.2022 against your above referred tender on the condition that 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.

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 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: 16.09.2022 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: 16.09.2022 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

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10/05/22



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: 24.05.2022.

Sir, we informed you about our this point to view through our Letter No. 9813/2022/AS-C1 Dated: 27.09.2022 but instead of accepting our legal point of view, you have unfortunately resorted to using coercive and pressurizing tactics with a clear intention of forcing us to accept your Notice of Acceptance which is not in line with the terms and conditions of our quotation.

Sir, in simple words, we gave you the price of Forklifter on the basis of a very vital condition of Pre-Delivery Inspection which was clearly mentioned by us in our quotation. **If this condition was unacceptable to you, you should have either outrightly rejected our bid and closed the matter or you should have asked us to remove this condition or alternatively to bear the cost of the visit of your technical team to Karachi but instead of taking any of these measures you instead issued the Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 Dated: 16.09.2022 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 and when we expressed our inability to bear this cost, you unilaterally removed Clause No. 7.1 "Inspection & Rejection" pertaining to Pre-Delivery Inspection from your NOA without taking our consent and now you are using coercive and pressurizing tactics in order to force us to accept your Notice of Acceptance which is absolutely not in line with the terms and conditions mentioned by us in our Quotation No.: 9615/2022/AS-C1 Dated: 24.05.2022.**

Keeping in view the above, we very warmly once urge you to refrain from taking such coercive actions which are completely unjustified and illegal and we reserve our right to take up this matter at a competent legal forum and make you responsible for the torture and agony which we are facing because of your high-handed attitude.

Towards the end of this letter, just in order to make an effort to amicably settle this matter, we are prepared to provide a return airline ticket for one person of your technical team to visit Karachi and inspect the Forklifter in order to fulfill the condition of Pre-Delivery Inspection mentioned in our quotation and please once again note that as mentioned in our quotation **Akber Ali & Sons will not be responsible in case of any deviation reported in the Forklifter after its delivery at your premises.**

We finally hope that sanity will prevail at your end and you will very kindly appreciate the reasoning given by us in the preceding lines.

Thanking you and assuring you of our best services & cooperation at all times.

Yours Sincerely,

For **AKBER ALI & SONS**

Cc to: Secretary to The Prime Minister of Pakistan (P.M Secretariat – Islamabad)
Federal Minister for Water Resources 6 Ataturk Ave, G-5/1 G-5, Islamabad
The Registrar Supreme Court of Pakistan - Islamabad
The Registrar High Court of Sindh, Karachi
Chairman WAPDA
Member Power WAPDA
G.M. Hydel WAPDA
Director General PPRA
CEO Transparency International Pakistan