

SPECIAL CONDITIONS

1. TERM OF DELIVERY

30-days after issuance of purchase order.

2. CONSIGNEE

Chief Engineer (Power) Wapda, Tarbela Dam.

3. PAYMENT

You will be entitled to 100% payment through cheque against successful delivery of the ordered material on production of the following documents:-

- Bill in triplicate supported by sales tax invoice.
- Warranty Certificate.
- Certificate to the effect that the billed amount has not been claimed or received earlier.
- Copy of GST Paid Challan.
- Copy of Sales Tax Return alongwith Annex-C.
- Certificate regarding Active Tax Payer of F.B.R.
- Affidavit that Sales Tax Return covers such GST amount.
- Certificate regarding filer towards Income Tax.
- Inspection / Work Completion Certificate / GRN.

4. TAXES

All taxes including general sales tax at the prevailing rate, payable by Supplier/firm. Other taxes including withholding, income tax/professional tax at the prevailing rate will be deducted at source from the gross amount payable.

5. PACKING

Supplier/firm will be responsible for the material being sufficiently and properly packed as per international standards suitable for transit by Rail/Road as to ensure their being free from loss or damage on arrival at destination. The packing of the material shall be done at supplier/firm expense in accordance with the standard specifications.

6. 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.

7. WARRANTY

Supplier/firm will furnish a warranty certificate for a period of 12-months effective from the date of final inspection/work completion certificate that the material conform exactly to, the specifications laid down in your proforma invoice and in this contract and that if the material received are found to be old, or faulty in design or of poor material or inadequate workmanship, you will be held responsible to substitute the un-acceptable material with the acceptable ones at supplier/firm risk and cost on CIF basis and that supplier/firm further agree to accept and abide by the decision of the Authority in all such matters.

8. INSPECTION & REJECTION

The qualification criteria required from Bidders under ITB 13.3(b) are hereby amended and shall be mandatory. Bidders must provide documentary evidence as follows :

- **Financial Capacity:**

Documentary evidence of financial resources equal to or greater than **twice the bid price**, in the form of an **original bank statement duly countersigned** of **last 3-financial years** by

the concerned Financial Institution / Bank.

- **Experience:**

Copies of at least **three (03) contracts / purchase orders** executed within the **last financial year** for the supply of similar equipment in power generation industry or barrages. The price value of each contract / purchase order should atleast be equivalent the bid price offered herein.

- **Language of Documents:**

If any of the submitted documents are not in the English language, the Bidder shall provide an **authentic English translation** duly certified.

- **Tax Registration :**

The Bidder must be duly registered with the **Income Tax and Sales Tax Departments** and must appear on the **Active Taxpayers List (ATL) of FBR** with relevant category..

9. FAILURE AND TERMINATION

9.1 If you fail to deliver the stores or any consignment thereof within the specified delivery period, the contracting officer shall be entitled at his option either:

- To recover from you the liquidated damages levied at the rate of two percent (2%) per month or part thereof subject to a maximum of ten percent (10%) by the Consignee. The liquidated damages shall be recovered only for the stores supplied late **or not supplied** except where un-delivered stores held up the use of other stores, when it shall be for the total value of the Contract. The recovery of the liquidated damages mentioned above can be affected from any payment due to you from any unit of WAPDA. OR
- To purchase from elsewhere without notice to the Bidder(s) at their risk and cost, the stores not delivered, without cancelling the Contract in respect of the consignment yet due for delivery. OR
- To cancel the Contract at the Bidder(s) risk and cost.

In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the Authority may suffer on the account, but you shall not be entitled to _any gain on re-purchase made against the supply order.

9.2 If during the course of execution of the Contract, your firm is blacklisted, you may proceed with all or any of the actions detailed below:

- To allow the Bidder to complete the Contract with the terms & conditions of Contract.
- To stop further supplies, with or without financial repercussion.
- To cancel the Contract with or without reservation of rights.

10. FORCE MAJEURE

While terminating the Contract or imposing liquidated damages, the Purchaser shall give due consideration to the circumstances leading to the breach of Contract or delay on which you had no hold, example of which are:

- Natural Calamity/War.
- Lockout, Strikes.
- Restrictions imposed by Government in the matter of Import/Export.
- Injunction granted by a lawful court, . restraining you from executing the Contract unless such injunction was due to any alleged irregularity committed by you.

11. LAW GOVERNING THE CONTRACT

The Contract shall be governed by existing laws of PAKISTAN as amended from time to time as well as PPRA rules amended upto date.

- 12.** Subject the above conditions, this Contract shall be considered as concluded and the provision of this Contract shall be binding on you, on the Bidder(s) assigns, executors, administrators and all those who have any interest pecuniary or otherwise in your concern.
- 13.** Since you have deposited the Performance Guarantee vide letter under reference (iii) above, therefore, it is assumed that you have agreed to accept this Contract, which has now acquired the status of legally binding Contract between you and WAPDA from the date of issue of this Purchase Order.