SPECIAL CONDITIONS FOR BIDDING

1. This Tender is governed by PPRA Rules 2004 (Amended to-date).
2. Rate should be quoted inclusive of all taxes / duties and Sales Tax in local currency without involving any foreign exchange.
3. In order to be considered, the technical bid must be accompanied by a Bid Security of fixed amount mentioned in the data sheet valid for 150 days from tender opening date. The bid security from any schedule bank of Pakistan will be acceptable. The technical bid(s) not accompanied with above mentioned bid security will be considered non-responsive **and also conditional tenders/bids/rate** or tender without bid money will not be accepted.
4. Performance security in shape of **Bank Guarantee Only** equal to 05% (Five percent) of the total value of contract **(including Tax)** shall be furnished with the acceptance of LOI / NOA within 14 days from any scheduled bank of Pakistan in favour of **CEO MEPCO** by the successful bidder(s) after the issuance of LOI / NOA valid for 12 months from the issuance of Work Order. Non-compliance may tantamount to cancellation of LOI /NOA & bid money will be confiscated in favour of MEPCO and black listing of firm / debarring of firm.
5. Bid Security and Performance Security be furnished on non-judicial stamp paper of value of prescribe by the Government.
6. The prices include the present duties, taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the currency of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties/ taxes by Govt., the price will be decreased accordingly.

7. PAYMENT CLAUSE:

The Payment will be made directly by the Chief Financial Officer MEPCO Multan or through confirmed & irrecoverable inland letter of credit at sight from nationalized bank of Pakistan. All charges relating to L/C opening and negotiation together with subsequent amendments shall be borne by the contractor. The payment / negotiation of L/C will be made on presentation of following documents.

i) Invoice of PROVIDED SERVICES in triplicate duly approved by Office of Chief Supply chain office being the end user and pre-audited by the CFO office MEPCO with following provisions.

Sr. No.	Activity	% Payment
1	Mobilization Advance against Bank Guarantee	10%
2	Upon Submission of initial Study Report	10%
3	Acceptance / Go-ahead by MEPCO on initial Study Report (after addressing comments from MEPCO	30%
4	Upon Submission of the Final Report and, if required, submission of the revised Final Report after duly addressing MEPCO's comments.	30%
5	Upon approval of study by NEPRA	10%
6	Upon completion of Six-months defect liability period (with effect from issuance of completion certificate by MEPCO	10%
Total		***100%***

ii) non-payment certificate.
iii) Confirmation of Director (Procurement) Dist: MEPCO Ltd. Multan about acceptance of performance bond in case of first claim only.
iv) The payment of the Sales tax shall be made on presentation of following documents:
   a. Sales tax invoice as per section-23 of Sales tax act 1990.
   b. Sales tax cum payment Challan for the concerned monthly duly paid into Government treasury.

8. The complete offer should be submitted as under:
   - The bidder shall clearly mention all information precisely regarding Bid Validity, completion schedule, term of payment and schedule of technical data. Any incomplete information as required in said tender will lead the offer for rejection.
9. The Tender shall be duly filled in, signed and stamped by the Consultant in English, otherwise the offer will be considered incomplete / rejected.
10. Consultant will submit a certificate that the firm is not blacklisted / debarred by any Government Department / Authority
11. Technical literature in English giving out salient features of the item must accompany the Bid.

12. LATE BID SECURITY:

The Bidder shall be solely responsible for ensuring that the Bid Security is submitted in accordance with the instructions stated in the Advertisement / Bidding Documents. Any Bid Security received after the deadline prescribed for submission of bids shall not be considered, even if the delay is caused by circumstances beyond the Bidder's control.

13. MODIFICATION BID:

The bidder may modify or withdrawn it's Bid after the Bid's submission. Provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of Bids.

14. AMENDMENT OF BID SCHEDULE:

At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

15. SEALING & MARKING OF BIDS: (As per EPADS)

16. FAILURES AND TERMINATION:

A) If the Consultant fails to perform the services or deliver the agreed deliverables within the specified timeframe, the client shall be entitled at his option either:

i) To recover from your liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof subject to a maximum of ten (10%) of the work order price, except:
   a. The client may recover such damages by deducting the amount from any payments due to the Consultant under this or any other contract with the MEPCO, or WAPDA / DISCOs.

ii) To avail services from elsewhere without notice to you at your risk and cost, the services not delivered without canceling the work order in respect of the consignment not yet due for delivery or

iii) To cancel the work order at your risk and cost in the event of event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the client may suffer on the account.

B) If during the course of execution of work order, you are black listed by WAPDA / MEPCO or any other DISCO under PPMC then MEPCO may proceed with all or any of the actions detailed below: -

i) To allow the work order to run its course till completed in accordance with terms and conditions of the contract

ii) To stop further work with or without financial repercussions.

iii) To cancel the work order with or without reservation or rights.

17. <u>FORCE MAJEURE:</u>

The right of MEPCO while terminating the contract for breach of contract or imposing liquidated damages, the MEPCO shall give due consideration to the circumstances leading to the breach of contract or delay on which you had no hold, which are:

i) Act of God.

ii) Act of State, War or any act of the enemy.

iii) Lock outs, Riots or Civil commotion.

18. <u>FORFEITURE OF BID SECURITY / PERFORMANCE GUARANTEE (PERFORMANCE BOND):</u>

The contracting officer will have the right to blacklist / debar & forfeit the Security / Performance Bond.

A) If the contractor/consultant:

i) fails to supply the services within the time specified;

ii) commits any breach contract.

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contact for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs / GENCOs / NTDC / WAPDA / MEPCO or from any money due to the contractor from any unit of WAPDA / MEPCO / DISCOs / GENCOs / NTDC.

19. <u>PREFERENCE OF TENDER CONDITIONS:</u>

In Case of any contradiction between the Clauses of Bid Data / Instructions to Bidders and Special Conditions for Bidding then the relevant clause(s) of Special Conditions for Bidding & clause(s) of bid data will prevail over Instructions to the Bidder.

20. The blacklisting of firms and contractors will be carried out as per Blacklisting Policy of MEPCO available at MEPCO website.

21. The parties agree that this agreement and any subsequent agreement (s) shall be governed by, applied to, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan.

In relation to any legal action or proceedings rising out of or in connection with this agreement, the parties irrevocably submit to the exclusive jurisdiction of the competent courts of Law at Multan, Pakistan.

22. PPRA Rules (Amended to-date) will prevail during the whole procurement process.