SPECIAL CONDITIONS FOR BIDDING

1. This tender is governed by General Conditions of Contract for Purchase by WAPDA dated 12.08.1984 amended to-date & latest Purchase Procedure, PEPCO procurement guidelines / instructions and PPRA Rules 2004 (Amended to-date).
2. The quoted prices on Ex-Works Basis shall be firm and final valid for 75 days after opening date of tender and not subject to escalation/adjustment for any reason what-so-ever. However, if any discounted rate offered by you cannot be withdrawn and shall also be valid for the period of validity of the tender. The conditional rates shall not be accepted.
3. In order to be considered, the bid must be accompanied by a Bid Security of fixed amount mentioned in the bid schedule valid for 105 days from tender opening date (separate for each tender/lot). The bid security from any schedule bank of Pakistan will be acceptable. The 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.
   Joint bid guarantee will not be accepted and same will also be treated as non-responsive
4. Performance security in shape of Bank Guarantee / CDR equal to 05% (Five percent) of the total value of contract / P.O (including 18% GST) shall be furnished with the acceptance of LOI within 14 days from any scheduled bank of Pakistan in favour of CEO MEPCO on the prescribed form by the successful bidder(s) after the issuance of Letter of Intent (LOI) valid for 12 months from the receipt of last consignment. The Performance Security may be Extended / renewed on time to time basis. Non-compliance may tantamount to cancellation of LOI & 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 prescribed by the Government.
6. The rates shall be quoted on Ex-Works Basis.
7. Till shifting from suppliers premises, 100% security & surveillance of purchased quantities of HT/LT Spun Poles will be responsibility of your firm.
8. MEPCO reserves the right to increase / decrease the tender / P.O quantities upto 15% at the time of issuance of Letter of Intent (LOI) / Purchase Order, till the completion of supply or within six months from issuance of P.O whichever is later, subject to the consent of the bidder.
9. The bidder can quote against any LOT with full quantity. The Evaluation and Comparison of the bids will be carried out LOT wise, and subsequently contract will be awarded to Most advantageous bidder against each individual Lot.
10. The Purchaser may cancel tender or any LOT before / at the time of award of contract without any change in the Unit price or other terms and conditions of the contract.
11. After meeting the requirements of eligibility, qualification substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.

    In case of non-designated pole plants (out of jurisdiction of MEPCO), the transportation cost @ Rs. 12.5/- per km after reaching from pole plant to the nearest jurisdiction / boundary of MEPCO will be added in basic rate of pole offered by the bidder in the tender for evaluation purpose.

The Distances from MEPCO boundary till pole Plant Location shall be as per annex attached at the end of the bid document.

12. The bid having less than 100% of tender/lot quantity will be declared as non-responsive.
13. MEPCO reserves the rights to reject all bids or proposals at any time prior to the acceptance of a bid or proposal. MEPCO will upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
14. Schedule of technical data attached with the Bid schedule must accompany the Tender duly filled in, signed and stamp, by the manufacturer in English; otherwise the offer will be considered incomplete / rejected.
15. Name of the firm, purchaser i.e MEPCO and P.O No., year of manufacturer and Transverse working load shall be engraved in each pole. A suitable serial number shall be written with indelible black color paint.
16. After opening of tender if established that cartel / pool rates received then MEPCO reserves the right to scrap the tender and invite fresh tenders. However, If the lowest rate is quoted by two or more bidders, those bidders shall be considered non-responsive, and the tender proceedings will remain intact. Quoting of same rates by Bidders other than the Lowest Bidder will not effect on proceeding of tender. In case of Lots in tender, comparison will be made on Lot wise basis & If the lowest rate in a specific lot is quoted by two or more bidders, those bidders shall be considered non-responsive, and the tender for that lot will proceed accordingly.

17. Firm must have valid Prototype approval for the Spun Hollow Poles as per Specification (expired prototype approval at technical bid opening date will lead to non-responsiveness of the bid. However, if renewal applied then documentary evidence must be attached) otherwise would be declared technically non-responsive.
18. Technical Literature in English giving out salient features must accompany the Bid.
19. The testing charges of the offered material, if any, shall be borne by the bidder / supplier.
20. Testing of PC Spun Poles will be carried out exactly according to specification **DDS-55:2006 (Amended to-date).**
21. The material shall be supplied strictly according to NTDC specification **DDS-55:2006** Amended to-date.

Note: PARTIAL DELIVERY AND PARTIAL PAYMENT ARE ALLOWED.

22. INSPECTION

Inspection of the material will be carried out at your works by the representative of Chief Engineer (M.I) PPMC Lahore, S.E Civil MEPCO alongwith Dy: Manager Civil MEPCO and Resident supervisor/Inspector will carry out all type tests including proof test / routine tests. Material specimens e.g. P.C. Wire, Iron Bars, Crush & Sand will be got tested from Engineering University Lahore or WAPDA laboratory. Notice in writing for inspection of goods shall have to be given to C.E (M.I) Lahore / MEPCO Civil under intimation to Director (Proc) Dist: MEPCO 15 days prior to the due date. All reasonable facilities as provided in the specification or followed by the industry or trade in general shall have to be afforded to the inspecting officer by you at your expenses for carrying out inspection. The inspection charges @ Rs. 0.5% (non-reimbursable) of the cost of material will be paid by you to Chief Engineer (M.I) PPMC Lahore while offering the material for inspection.

23. **EVALUATION OF BIDS**

Technical / Financial Evaluation will be carried out in the light of Clause-11 of special conditions of bidding documents. Technical & Commercial Evaluation / Comparison of tender bids will be carried out on Ex-Works Basis.

24. **<u>PAYMENT CLAUSE:</u>**

100% Payment of the bills for supplied poles will be made by the office of Chief Financial Officer MEPCO Ltd. Multan after on the production of following documents:

i) Safe handling / stacking certificate from the concerned stores
ii) Invoice/bill in triplicate. Delivery Challan and GRN duly stamped and signed by the Dy: Manager Regional Store MEPCO concerned.
iii) Warranty Certificate.
iv) Confirmation of Acceptance of Performance Bond from Director (Proc.) Dist: MEPCO.
v) Inspection Certificate issued by competent authority.
vi) The re-imbursement of GST shall be made by the Chief Financial Officer MEPCO Ltd. Multan on production of Copy of paid Challan.
vii) Payment of all delivered material will be made within 30 days of consignment after fulfilling the codal formalities.

25. **<u>PRODUCTION CAPACITY OF POLE PLANT:</u>**

The Suppliers / Bidders shall furnish details regarding per month production capacity of their PCC Pole Plants.

26. No Charges will be admissible to manufacturers / Suppliers for stacking and loading out of HT/LT PCC Spun Hollow Poles. Manufacturer will be responsible for safe handling of HT/LT PCC Spun Hollow Poles.

27. **<u>LATE BID:</u>**

Bidder will be himself responsible for ensuring that his Bid is submitted in accordance with the instructions stated herein. Any bid not submitted by the deadline prescribed for submission of Bids will not be considered even if it becomes late as a result of circumstances beyond the Bidders control.

28. **<u>MODIFICATION BID:</u>**

The bidder may modify or withdrawn its Bid after 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.

29. **<u>AMENDMENT OF BID SCHEDULE:</u>**

i) At any time prior to the deadline for submission of Bids the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify Bid Schedule/Bidding Documents & will be binding on them.
ii) The amendment will be notified in writing or by fax or able to all prospective Bidders who have received the Bid Schedule/Bidding documents and will be binding on them.
iii) In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchase may at its discretion, extend the deadline for the submission of Bids.

30. **<u>DELIVERY SCHEDULE:</u>**

The delivery period shall be reckoned from the date of issuance of purchase order.

Delivery must be completed but not later than the dates specified. 1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of Store to MEPCO Consignee / Grid Stations provided the goods accepted for supply have been delivered within 20 days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.

31. **<u>FAILURES AND TERMINATION:</u>**

A) If you fail to deliver the stores or any consignment thereof within specified delivery period, the purchaser shall be entitled at his option either: -

i) To recover liquidated damages from your firm levied at the rate of two percent (2%) per month or a fraction thereof subject to a maximum of ten (10%) of the purchase order price, except:

a) Where undelivered stores hold up use of other stores, liquidated damages shall be levied on the total value of P.O.

b) The recovery of liquidated damages mentioned above can be affected from any payment due to you from any unit of MEPCO / DISCOs / NTDC / WAPDA.

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

iii) To cancel the procurement 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 the 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 purchase order, you are black listed by WAPDA / NTDC / MEPCO or any other DISCO under PEPCO then MEPCO may proceed with all or any of the actions detailed below:

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

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

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

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 the account:

i. Delay on part of the manufacturer / supplier in the arrangement of raw material;

ii. Defect or failure occurring to any machinery or equipment installed at contractor works during the currency of P.O.

32. <u>WARRANTY:</u>

You will furnish a warranty certificate, certifying that the goods supplied conform exactly to the specifications laid down in the purchase order and are brand new and that in the event of the material being found defective or not conforming to the specification/particular governing supply at the time of delivery and for a period of 12 months from the date of completion of supply, you will be held responsible for losses & that the unacceptable goods shall be substituted with the accepted goods at your expenses and cost within 60 days, otherwise the liquidated damages as per rules will be charged.

33. <u>FORFEITURE OF SECURITY BOND PERFORMANCE GUARANTEE & DEBARRING /BLACKLISTING.</u>

The contracting officer will have the right to blacklist / debar the firm & forfeit the Security / 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 license issued on account of the purchaser.

iv) fails to account for the raw material secured by the contractor against any license 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 purchase order.

(B) For other reasons specified in purchase order by the contracting officer for forfeiting the security deposits.

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.

34. BLACKLISTING OF FIRMS / CONTRACTORS:

The blacklisting of firms and contractors will be carried out as per PPRA Rules (Amended to-date).

35. PREFERENCE OF TENDER CONDITIONS:

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.

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

37. 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.

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