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, Registration Procedure, PEPCO Procurement Guidelines / instructions and PPRA Rules 2004 (Amended to-date).
2. Rate should be quoted inclusive of all taxes / duties & 0.5% Inspection Charges (non-reimbursable) and Sales Tax on the basis of free delivery at consignee's stores (FCS) i.e Multan, Bahawalpur, Sahiwal & D.G Khan in local currency without involving any foreign exchange.
4. The quoted FCS price shall be firm and final valid for 75 days after opening date of tender and not be escalated / enhanced / adjusted for any reason what so ever.
5. The conditional bids / rates shall not be accepted.
6. 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.
7. 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.
8. 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.
9. Bids having less than **100%** of the total tendered / lot / item quantities (whereas applicable) will not be accepted.
10. 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 (as per instructions in bid schedule proforma). 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.
11. 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. 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.
12. Bid Security and Performance Security be furnished on non-judicial stamp paper of value of prescribe by the Government.
13. The prices include the present duties, taxes and 0.5 % inspection fee. 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.
14. The new manufacturers / entrants should have the compliance of Chief Engineer (D&S) NTDCL Lahore letter No. 3187-97 dated 20.10.2015.

15. INSPECTION:

Inspection of the material will be carried out at your premises by the Chief Engineer (M.I) Lahore or his authorized representative alongwith MEPCO representative. Notice in writing shall have to be given to the inspecting officer & copy to this office by you when the material against the order is ready for inspection. 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 including travelling, boarding / lodging etc: for carrying out inspection.

16. CONSIGNEE & DELIVERY PERIOD:

a. Dy: Manager (M.M) Regional Stores MEPCO i.e Multan, Bahawalpur, Sahiwal & DG Khan

b. Visual Inspection: Visual inspection shall be carried out by Regional Store MEPCO concerned & also highlight and communicate any defect found at the time of visual inspection to this office as well as to the supplier. GRN shall be issued after complete satisfaction by the concerned store manager that material has been delivered in perfect condition and without any defect in Regional Store.

c. Delivery period is the essence of the purchase order and delivery must be completed 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 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.

17. PAYMENT CLAUSE:

The Payment will be made directly by the Chief Financial Officer MEPCO Multan or through irrevocable inland letter of credit at sight from Scheduled 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 supplied material in triplicate duly approved by Director (Procurement) and pre-audited by the Finance Director MEPCO.
ii) Delivery Challan and GRN duly stamped and signed by the Regional Store Manager MEPCO Ltd. Concerned.
iii) Warranty certificate / non-payment certificate.
iv) Confirmation of Director (Procurement) Dist: MEPCO Ltd. Multan about acceptance of performance bond in case of first claim only.
v) Inspection certificate issued by Chief Engineer (M.I) PEPCO or his authorized representative.
vi) 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.
   c. In case the manufacturers who pay lump sum Sales tax, they shall also submit an affidavit on non-judicial paper separately that paid Challan includes the above amount of Sales tax for supply of above mentioned invoices/items.

PARTIAL DELIVERIES AND PART PAYMENT ARE ALLOWED.

18. The offered material shall be supplied strictly as per WAPDA/PEPCO specification (Amended-to-date) mention in bid schedule.

19. The complete offer should be submitted as under:
    - Complete Bid should be in duplicate failing in which shall be ignored. In the event of any discrepancy between them, the original shall govern.
    - The original and all copies of the Bid shall be typed or written on indelible ink and shall duly authorize & bind the bidder to the contract. The authorization shall be indicated is written power of attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
    - Cutting / overwriting / using fluid on the E-bids is strictly prohibited and may tentamount to rejection of bid.
    - The bidder shall clearly mention all information precisely regarding Bid Validity, delivery schedule, term of payment and schedule of technical data. Any incomplete information as required in said tender will vender the offer for rejection.

20. Schedule of technical data attached with the Bid schedule must accompany the Tender duly filled in, singed and stamped by the manufacturer in English, otherwise the officer will be considered incomplete / rejected.

21. Previous performance will be taken into account while evaluation of the bids. In case of non-satisfactory performance, the bid will leads to non-responsiveness.

22. In case of new entrant, the tenderer shall submit the copy of educational / regular purchase order issued by any DISCOs along with its completion i.e I.Cs, GRNs and performance certificate of supplied material from the concerned DISCOs, otherwise the firm will be treated as non-responsive.

23. Bidder / Tenderer will submit a certificate that the firm is not blacklisted / debarred from WAPDA / DISCOs / GENCOs/ NTDC at present.

24. Bidder/Tenderer will submit the compliance certificate of quality control standards as per quality control instructions issued by C.E (D&S) NTDC Lahore and not in violation of instructions issued on the installation of CNC machines etc.

25. All routine tests and type tests as per specification (if applicable) mentioned in bid schedule shall be carried out.

26. The material supplied by the manufacturer should have the embossing of P.O. No. & name of manufacturer as per relevant specifications.

27. Evaluation shall be carried out in accordance to the WAPDA/NTDC specification mentioned in bid schedule.

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

29. Technical literature in English giving out salient features of the item must accompany the Bid.

30. Over and above normal inspection, the office of Chief Engineer (M.I) PEPCO Lahore will carry out all type tests including the routine tests as per WAPDA / PEPCO specifications (amended to-date).

31. The testing charges of the offered material, if any shall be borne by the bidder.

32. AMENDMENT OF BID SCHEDULE:

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 the Bid Schedule / Bidding documents and that will be binding on them.

ii. The amendment will be notified in writing or by fax 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 purchaser may at its discretion, extend the date for submission of Bids.

33. FAILURES AND TERMINATION:

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 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 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 or 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 event of action being taken under (ii) or (iii) above, your 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 / 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.

34(i). FORCE MAJEURE:

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.

iv) Injunction granted by a court of competent jurisdiction not resulting from any fault of the manufacturer /supplier.
v) Restriction imposed by the Government on the import of any material relating to the manufacturer of goods.
vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.
vii) Port delays due to bunker-age or light-age.
viii) Diversions of supplies by the Carrier without any fault or knowledge of manufacturer or supplier provided further that the manufacturer or supplier has given notice to MEPCO within 14 days of the happening of any such event.

35. WARRANTY:

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, you will be held responsible for losses & that the unacceptable goods shall be substituted with the accepted goods at your expenses after receipt at ex-works. The damaged goods under warranty period will be repaired by the manufacturers free of cost within 60 days of receipt of irrespective of the condition that it is damaged due to MEPCO fault or manufacturer fault under intimation to Chief Engineer (M.I) PEPCO Lahore. The same will be returned to concern Regional Stores MEPCO by the manufacturer after repair within 60 days as it receipt, otherwise, cost of material will be recovered from your bills which will be released on healthy stores.

36. FORFEITURE OF SECURITY BOND/ GUARANTEE (PERFORMANCE BOND):

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

A) If the contractor:
i) fails to supply the goods within the time specified;
ii) commits any breach 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.

37. 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.

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

39. 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.

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