SPECIAL CONDITIONS FOR BID

1. INSPECTIONS AND TESTS

1.1. The Supplier shall implement and maintain a quality assurance program during the manufacturing process. An independent quality control department shall oversee all quality assurance activities.

1.2. Quality control and inspection procedures shall be mutually agreed upon between the Supplier and the Engineer (MEPCO/Design Department NTDC).

1.3. The Engineer reserves the right to witness any or all manufacturing tests.

1.4. The Supplier shall provide free access to all manufacturing, assembly, and testing facilities.

1.5. Finished goods shall undergo sample and routine tests as specified.

1.6. Inspection shall be carried out at the manufacturer's works by authorized NTDC/MEPCO representatives.

1.7. The Supplier shall provide a notice period of at least 15 days for locally manufactured goods and 2 months for goods manufactured/procured outside Pakistan prior to inspection.

1.8. The Supplier shall provide all inspection facilities at its own expense.

1.9. The Supplier shall bear the cost of specified tests, foreign pre-shipment inspections, and all costs related to inspectors' travel, boarding, lodging, transportation, and daily allowances.

1.10. For local inspections, the Supplier shall deposit an inspection fee of 0.5% of the Purchase Order value (excluding GST) and bear all inspectors' travel and related expenses.

1.11. If goods fail any test, the Supplier shall bear the cost of repeat testing and inspection.

1.12. Inspection or approval by the Engineer shall not relieve the Supplier of any contractual obligations.

1.13. Two copies of all inspection reports, test reports, and quality certificates shall be submitted to the Engineer.

2. PACKING

Goods shall be packed in accordance with the standard export packing requirements specified in the Technical Specifications.

3. DELIVERY AND DOCUMENTS - GOODS SUPPLIED FROM ABROAD

3.1. The Supplier shall notify the Procuring Agency and the Insurance Company upon shipment of the goods.

3.2. The Supplier shall submit the following documents:

- Supplier's Invoice
- Bill of Lading
- Packing List
- Insurance Certificate
- Warranty Certificate
- Inspection Certificate and Factory Inspection Report
- Certificate of Country of Origin

3.3. All documents shall reach the Procuring Agency at least one week before the arrival of the goods.

4. DELIVERY AND DOCUMENTS - GOODS SUPPLIED WITHIN PAKISTAN

4.1. The Supplier shall notify the Procuring Agency upon dispatch of the goods.

4.2. The Supplier shall submit the following documents:

- Supplier's Invoice
- Delivery Note/Railway Receipt/Truck Receipt

- Warranty Certificate
- Inspection Certificate and Factory Inspection Report
- Certificate of Country of Origin

4.3. All documents shall reach the Procuring Agency before the arrival of the goods.

5. INSURANCE

5.1. Insurance coverage shall be 110% of the applicable INCOTERM value.

5.2. Coverage shall be on a Warehouse-to-Warehouse, All Risks basis, including War Risks and Strikes.

6. RELATED SERVICES

6.1. Related services shall be provided as specified in the Contract.

6.2. The cost of related services shall be included in the Contract Price.

7. SPARE PARTS

7.1. The Supplier shall maintain adequate inventories of consumable spare parts.

7.2. Other spare parts shall be supplied within 6 months of order placement and the opening of the Letter of Credit.

8. WARRANTY

8.1. The warranty period shall be 24 months from the date of acceptance of the goods or 18 months from the date of installation/commissioning, whichever occurs first.

8.2. The Supplier shall meet all contractual performance guarantees.

8.3. If guarantees are not achieved, the Supplier shall either:

- **(a)** modify/replace the goods at its own expense; or
- **(b)** pay liquidated damages at a rate of 0.10% per day, subject to a maximum deduction of 10% of the contract value (excluding GST).

9. WARRANTY DEFECT CORRECTION

9.1. Any defects identified during the warranty period shall be corrected by the Supplier within 15 days.

10. PAYMENT

10.1. Payment shall be made through Direct Payment or an Irrevocable Confirmed Letter of Credit.

10.2. Letter of Credit opening charges shall be borne by the Supplier.

10.3. **Payment for local supplies:**

- 90% upon delivery.
- 10% upon acceptance.

10.4. **Documents required for payment include:**

- Invoice
- Bill of Entry (where applicable)
- Delivery Note
- Warranty Certificate
- Insurance Certificate
- Inspection Certificate
- Certificate of Origin

10.5. **For Direct Cheque payment, submit:**

- Bill in triplicate
- Sales Tax Invoice
- Delivery Challan and GRN

- Warranty Certificate
- No Payment Certificate
- Inspection Certificate
- Integrity Pact

10.6. **For Sales Tax reimbursement, submit:**

- Sales Tax Bill
- Tax Return and Paid Challan
- Delivery Challan and GRN
- Non-claim Certificate
- Inspection Certificate
- Affidavit (where applicable)

11. LATE PAYMENT INTEREST

Interest on delayed payments shall be payable at the applicable contractual rate.

12. PRICES

The Contract shall be a Fixed Price Contract with no price adjustment clauses.

13. LIQUIDATED DAMAGES

13.1. Liquidated damages shall be charged at 0.10% per day of the value of the undelivered goods.

13.2. The maximum deduction shall be limited to 10% of the Contract Price (excluding GST).

14. PROCEDURE FOR DISPUTE RESOLUTION

14.1. **Foreign Contracts:** Disputes shall be resolved under the ICC Arbitration Rules.

14.2. **Contracts with Pakistani Suppliers:**

(a) Parties shall first attempt mutual negotiation within 7 days.

(b) If unresolved, disputes shall proceed to mediation by mutual consent.

(c) If mediation fails, disputes shall be referred to arbitration under the Arbitration Act 1940.

(d) Arbitration shall be conducted by a sole arbitrator appointed by mutual consent.

(e) The seat of arbitration shall be Multan, Pakistan.

(f) Mediation and arbitration costs shall be shared equally unless otherwise awarded by the arbitrator.

14.3. Parties shall continue performing their contractual obligations during the dispute resolution process.

14.4. The governing law shall be the Laws of Pakistan.

14.5. The courts at Multan, Pakistan shall have exclusive jurisdiction.

15. NOTICES

- **Procuring Agency Address:** Chief Engineer (Development), PMU MEPCO, Opposite RC Cola Factory, Khanewal Road, Multan.
- **Supplier's Address:** To be provided by the Supplier.

16. BIDDER QUALIFICATION CRITERIA

The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows. To be qualified for award, the Bidder shall meet the experience, capability, and adequacy of resources as per the criteria delineated herein below:

16.1. Contractual Experience Criteria

The Bidder/Manufacturer shall have successfully completed, as the Bidder/Manufacturer, at least **two**

(02) contracts/works/supplies of goods of the tendered material having similar or higher rating, within the last **ten (10) years**.

16.2. Manufacturing Experience Criteria

The Manufacturer shall have at least **five (5) years** of design/manufacturing experience of the tendered material having similar or higher rating.

16.3. Performance Criteria

- **(i)** The offered material having similar or higher rating by the Bidder/Manufacturer should have been in satisfactory operation for a continuous period of at least **three (3) years**.
- **(ii)** In the above context, at least **one (01)** satisfactory operational certificate shall be submitted with the bid from the contract-awarding company.
- **(iii)** The firm will be declared non-responsive if the performance of offered equipment installed in MEPCO is reported unsatisfactory by field formations."If the performance report of offered equipment installed in MEPCO shall be taken internally, the same shall be shared with the concerned bidder by the procuring department and the bidder shall be given seven (07) days to raise its concern and this concern shall be resolved by the procuring department or shall be evaluated by evaluation committee".

16.4. Experience and Documentation Requirements

- Bidders shall submit copies of contract agreements, purchase orders, or certificates from the purchaser company (to whom the Bidder had supplied goods/services) for the equipment listed in their supply record pertaining to comparable or specified equipment. **Failure to submit these documents will render the bid non-responsive.**
- **In case of a Joint Venture (JV):** At least one partner shall meet the above experience requirement as per their individual obligations defined in the JV agreement.
- Details of such experience and contracts shall be provided in the prescribed standard forms included in the bidding documents.
- The Bidder/Manufacturer shall submit the following with the bid:
    - Copies of relevant contract agreements or purchase orders (with English translations, in case of international documents, if applicable).
    - Supporting delivery documents such as Goods Received Notes (GRNs), etc.
- The Bidder shall provide details of end users of the offered goods/equipment having similar or higher rating, including:
    - Client name, address, phone, fax, website, and email.
- The Purchaser may request copies of the contract agreements cited in the Bidder's supply record for verification during evaluation.

16.5. Supply Capacity

The Manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order:

- **(i)** Manufacturing Capacity
- **(ii)** Orders in hand
- **(iii)** Expected orders in pipeline
- **(iv)** Implementation schedule of the orders in hand

The manufacturing capacity of the Bidder should be at least equal to the sum of orders in hand, expected orders in pipeline, and this order (if placed on it).

16.6. Financial Criteria of Bidder

The Purchaser will take into account the following criteria to verify the financial qualification of the Bidder:

- **(i)** The Bidder has an average annual turnover in the last three years equal to or more than the bid price. The Bidder's net worth (calculated as the difference between total assets and total liabilities) must be positive for the last three years and must be submitted with the bid (information to be submitted in the standard forms of the Bidding Documents).
- **(ii)** In the case of a JV, all the JV partners shall jointly meet the requisite criteria, with the Lead Partner meeting not less than **40%** and the other partner(s) meeting not less than **25%** respectively of the said criteria.

16.7. Additional Conditions

- The Bidder/Tenderer shall submit a certificate stating that the firm is **neither blacklisted nor debarred** by WAPDA/DISCOs/GENCOs/NTDC at present.
- The qualification of the Bidders will be based on meeting the minimum pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.
- The above-stated requirements are a minimum, and the Purchaser reserves the right to request any additional information. The Purchaser also reserves the right to reject the proposal of any Bidder if, in the opinion of the Purchaser, the qualification details are incomplete, ambiguous, or the Bidder is found not qualified to satisfactorily perform the Contract.
- The above-stated Appendices should be completed as per the prescribed format and submitted along with required attachments. Missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Purchaser does not have an obligation to request any missing documents/certificates.

16.8. Manufacturer's Authorization

The Bidder is required to include with its Bid documentation from the manufacturer of the goods confirming that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.

17.0. The Price Quoted shall be FCS Multan Basis.

18.0. The material shall be supplied with all allied accessories.

19.0. The Purchaser may delete any items before / at the time of award of contract without any change in the Unit price or other terms and conditions of the contract

20.0. The authorization letter can be provided on manufacturer letter pad whereas the undertaking will be provided on stamp paper.

21.0 Delivery Schedule

(i) **FOR LOCALLY INSPECTED MATERIAL.**

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 from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 15-days prior to the due date for delivery of material and the offer is not rejected due to being a fake call or material not conforming to the specification.

(ii) **FOR FOREIGN INSPECTED MATERIAL.**

The term delivery date shall mean the date of 1st day of inspection or 60th day of the 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 60-days (in case of 61-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) of the issuance of inspection certificate subject to the condition that the supplier / manufacturer offers the material for inspection at least 60-days prior to the final delivery date (Inspection Call must be delivered in this office at least 60-days prior to final date of delivery of material) and the offer is not rejected due to being a fake call or material not conforming to the specification.