Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	**Amendments of, and Supplements to, Clauses in the GCC**
	Definitions (GCC 1)	
1.	1.1	The Procuring Agency is: Multan Electric Power Company(MEPCO) Multan
2.	1.1(j)	The Supplier is: [*Name and address]*
3.	1.1(q)	The title of the subject procurement or The Project is: **Procurement of PPE items**
	Governing Language (GCC 4)	
4.	4.1	The Governing Language shall be: English
	Applicable Law (GCC 5)	
5.	5.1	The Applicable Law shall be: Laws of the Pakistan
	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is ……………………….
	Performance Security (or guarantee) (GCC 10)	
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: Five **(5) percent of the Contract Price including GST**
8.	10.4	After delivery and acceptance of the Goods, **5** percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with **GCC Clause 18.2.**
	Inspections and Tests (GCC 37)	
9.	37.2	Tests and Inspections shall be carried out at Supplier's premises jointly by MEPCO nominated Inspector along with representative of C.E (M.I) PPMC. Notice in writing for inspection of goods shall have to be given to Director Procurement Distribution MEPCO 15 days prior to the due date of delivery. All reasonable facilities shall have to be afforded to the inspecting officers by you at your expenses including boarding and lodging, TA/DA as allowed by Govt. of Pakistan. The inspection charges @ 0.5% (non-reimbursable) of the cost of material will be paid by the Supplier to C.E (M.I) PPMC while offering the material for Inspection. Contractor shall deliver the goods within 20 days from the issuance date of inspection certificate, otherwise LD will be charged.

	Packing (GCC Clause 12)	
10.	12.2	The following **SCC** shall supplement **GCC Clause 12.2**: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.
	Delivery and Documents (GCC Clause 13)	
11.	13.1	**For Goods supplied from abroad:** Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Agency, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance Certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

12.	13.3	**For Goods from within Pakistan:** Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	Insurance (GCC Clause 14)	

13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Related Services (GCC Clause 16)	
14.	16.1	Related services to be provided are: *NA*
	Spare Parts (GCC Clause 17)	
15.	17.1	Additional spare parts requirements are: NA
	Warranty (GCC Clause 18)	

16.	18.2	The period of validity of the Warranty shall be 12 Months from delivery date of Last supply.
	18.5	The bidder will furnish a warranty certificate, certifying that the Goods supplied conform exactly to the specifications and are brand new. During the warranty period mentioned in SCC that in the event of material being found defective or not conforming to the specification / particular governing supply at the time of delivery, the bidder will held responsible for losses and the unacceptable goods shall be substituted with the accepted goods at bidder expenses after receipt at Ex-Works. The same will be returned to concerned regional store MEPCO by the Manufacturer after repair / replacement within Thirty (60) days after its receipt, otherwise cost of material will be recovered from your running bills during the delivery period. After delivery of all material within warranty period the 5% Performance Security will not be released until the replacement of such damage / defective materials in addition to other bidding documents requirements.
17.	*18.4 & 18.5*	*The period for correction of defects in the warranty period is 60-days.*
		Payment (GCC Clause 19)

18.	19.1	100% Payment (including Sales Tax) will be made by Chief Financial Officer on production of following documents Processed by Director Procurement Distribution: i. Bill in triplicate for 100% claim, approved by the Director Procurement Distribution MEPCO and pre-audited by office of CFO MEPCO. ii. Delivery challan. iii. Warranty Certificate. iv. Confirmation of Director Procurement (Distribution) MEPCO about acceptance of Performance Bond. v. Inspection Certificate. vi. The bidder in its invoices shall also give an undertaking that in case of omission of any deductible amount, MEPCO's claim at any later stage (through pre-audit or post audit) shall be acceptable to you. vii. While raising invoice for the material supplied the firm shall vividly mention the account number as well as the name of the bank and branch enabling Chief Financial Officer to release payment thereof accordingly. viii. Non-payment certificate The payment of Sales Tax (if applicable) shall be made by Chief Financial Officer MEPCO, Multan on production of Sales Tax return cum payment challan. In case of bidder who pays lump sum sales tax, they shall also submit an affidavit on non-judicial paper that the challan includes the amount of Sales Tax for supply of the mentioned items. **Partial deliveries and part payments are allowed.**
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be [*NA*].

	Prices (GCC 20)	
20.	20.1	Prices shall not be adjusted as the contract is fixed price contract
	Liquidated Damages (GCC Clause 26)	
21.	26.1	Applicable rate: Maximum deduction: is equal to the 10% of the contract price exclusive GST. *Note:-* **0.10 percent per day of undelivered material/good`s**
	Termination for Default (GCC Clause 27)	

22	27.1	A) If you fail to deliver the stores any or all of the Goods or any consignment thereof within specified delivery period in the contract or within any extension thereof granted by the Purchaser the purchaser shall be entitled at his option either: - i) To recover from your liquidated damages levied at the rate of **0.10 percent per day of undelivered material/good`s** Note: While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJEURE" ii) To cancel the purchase order with or without reservation or rights. iii) To forefeit the Performance Security in case of late delivery resulting in loss to purchaser as well as incase of non replacement of defective material within warranty period as per stipulated timeline as well as other reasons specified in purchase order by the contracting officer. B) Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser **If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contact, or if the supplier is found involved in corrupt and fraudulent practices or for any other reason, the contracting officer will have a right to initiate Blacklisting/Debarment procedure against the supplier as per MEPCO Blacklisting/debarment Policy**

	Procedure for Dispute Resolution (GCC Clause 32)	
23.	32.3	**Dispute Resolution** **(*a*)** *<u>For Contracts to be entered with foreign Contractor/ Service Provider:</u>* All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. **(b) <u>For Contracts to be entered with nationals of Pakistan:</u>** 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The seat of arbitration proceedings shall be at Multan, Pakistan and parties are hereby agree to be bound by any final decision or award of such arbitration" Any arbitration award made in agreement shall be governed by PPRA Rule 2004"

		4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier. 7. 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" 8. In relation to any legal action or proceedings arising 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"
	Notices (GCC Clause 35)	
24.	35.1	— Procuring Agency's address for notice purposes: Director (Procurement) Distribution MEPCO H/Q Khanewal Road Multan —Supplier's address for notice purposes: