## GENERAL & SPECIAL CONDITIONS

### GENERAL/SPECIAL CONDITIONS OF THE CONTRACT

- 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, PPMC procurement guidelines/ instructions and PPRA Rules 2004 (amended to date).
- Rate should be quoted inclusive of all taxes/duties & 0.5% Inspection Charges (non reimbursable) and Inclusive of Sales Tax on the basis of free delivery at consignee's store (FCS), in local currency without involving any foreign exchange.
- After opening of tender if established that Cartel/pool rates received then FESCO reserves the right to scrap the tender and invite fresh tender.
- The quoted FCS prices shall be firm & final valid for 90-days after the opening date of tender and not be escalated/enhanced/increased for any reasons what-so-ever.
- **The conditional bids/rate shall not be accepted.**
- The bidder submits substantially incomplete bid will be liable to rejection.
- The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. No. & Name of the Manufacturer, "The Faisalabad Electric Supply Company Limited or FESCO" with the year of manufacturing and other essential data as well as serial No. as per specification.
- During the time of currency of purchase order/contract if any amendment in specification is made by the competent Authority the contractor will be bound to supply the material according to the amended specification without any extra cost/charges.
- In case of breach/violation of any clause of tender documents or LOI/purchase order, FESCO reserves the right to take legal action against the manufacturer/contractor.
- The successful bidder must submit details of the beneficial owners of his firm along with Performance Guarantee after issuance of LOI within 15 days in the light of Government of Pakistan's SRO No.592(1)/2022 dated 10.05.2022.
- **The tenderer may quote on one or all items of tender. However**
  **The tenderer will quote on full item quantity. The bid having less than 100% of the item quantity will not be accepted and bid will be liable to rejection.**
- FESCO reserves the right to increase/decrease the quantities up to 50% of lot/tender quantity before placing of LOI/PO. In case of increase/decrease of quantities, the delivery schedule will be amended accordingly.
- **The tenderer must submit samples as/if required by TRW.** Low quality / substandard material can be rejected irrespective of quoted rates.

### RESPONSIBILITY FOR EXECUTING THE CONTRACT

- You are entirely responsible for the successful execution of the contract in all respects in accordance with the terms and conditions as specified in the contract.
- In case of default, FESCO reserves the right to forfeit bid/performance security of the bidder along with other penalties as per FESCO Policy.

### PERFORMANCE BOND/SECURITY

- The successful bidder/tenderer irrespective of private/public sector enterprises shall furnish to the purchaser a Performance Bond/Security in the shape of Bank Guarantee/Bond, Bank Draft, Pay Order or CDR from a scheduled Bank of Pakistan in favour of Chief Executive Officer FESCO valid for 15-months (extendable upto extent of required warrantee period) from the receipt of last consignment with the acceptance of Letter of Intent within 15-days from the date of issuance of Letter of Intent/NOA. Performance Bond/Security in the shape of Bank Guarantee/Bond shall be furnished on non-judicial stamp paper of value as prescribed by the government. WAPDA Bearer Bonds as security in lieu of performance Bond/Security is also acceptable as per procedure in vogue. However it is your responsibility that above Performance Bond/Security must be got extended from concerned bank as per required period before its expiry upto the required warranty period of material. In case of non receipt of extension the security will be encashed in favour of FESCO. The performance bond/security shall be furnished alongwith the acceptance of Letter of Intent (LOI) within 15 days or time specified in LOI before the issuance of the formal purchase order. Non compliance may tantamount to cancellation of LOI & bid money will be confiscated in favour of FESCO and black listing/debarring of firm, however, in case of delay in submission of performance guarantee as date specified in letter of intent, the delay period will be deducted from the delivery period of 1st consignment/delivery period.

**FORFEITURE OF SECURITY BOND/GUARANTEE (PERFORMANCE BOND).**

- The contracting officer will have the right to forfeit the security Bond/Guarantee (Performance Bond).

If the contractor: -

- Fails to supply the goods within the time specified.
- Fails to replace the material because defective during warranty period.
- Commits any breach of contract.
- Fails to account for the Import License issued on account of the purchaser.
- Fails to account for the raw material secured by the contractor against any License or permit issued on account of the contracting Officer.
- 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 the contract.
- For other reasons specified in the General/Special conditions of contracts for purchases and purchase order by the contracting officer for forfeiting the security deposit. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract or 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 favour of any other unit of DISCO's/ GENCO's/NTDC/WAPDA/ FESCO or from any money due to the contractor from any unit of DISCO's/GENCO's/NTDC/ WAPDA/FESCO.

**PAYMENT.**

- o 100% payment excluding sales tax will be made by CFO FESCO on the receipt of the following documents along with bill in triplicate.
  - Invoice/bill in triplicate.
  - Delivery Challan and GRN issued by the consignee duly signed and stamped
  - Warranty Certificate.
  - Inspection Certificate issued by the CE (MI) PPMC or his authorized representative.
  - Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment certificate).
  - Confirmation letter of acceptance of performance guarantee/security by the Director (MM) FESCO
  - Copy of sales tax invoice.
- o The amount of sales tax (if applicable) will be reimbursed by the CFO FESCO as under:-
  - Sales Tax return cum payment challan for the month of delivery of material.
  - Copy of GRN duly stamped and signed by the respective consignees
  - Sales Tax Invoice as per GRN above
  - In case the manufactures who pay lumpsum Sales Tax, they shall also submit an affidavit on non-judicial paper separately that "Challan includes the amount of Rs.___________of Sales Tax for supply of material to FESCO against P.O. No._______dated._____________.
  - Partial deliveries and part payment is allowed.