

SUKKUR ELECTRIC POWER COMPANY



LOCAL BIDDING DOCUMENTS

TENDER NO. 661/18

**For Supply, Installation and Commissioning of Generator 25KVA (PRIME)
alongwith Canopy**

Automatic Transfer Switch (ATS) Panel of Deep Sea or Equivalent

Floor Standing Air Conditioner (02 Tons)

Stabilizers 10000 Watts (Inverex or Equivalent)

**MATERIAL MANAGEMENT DIRECTORATE
OLD THERMAL POWER STATION (OLD SUKKUR)
SUKKUR**



SUKKUR ELCTRIC POWER COMPANY

BID SCHEDULE FOR SEPCO TENDER NO. 661/18

Name of Firm to whom Tender issued:- **M/S.**

Cost of Blank Tender: Rs. 2,000/- (Non-Refundable)	D.R No.	Dated:
Last Date of Issue: 21-01-2019 upto 17:00hrs.	Date of Opening: Tender will be received on 22-01-2019 till 11:00hrs, which will be opened at 11:30hrs on same date.	
Validity of offer: 120 days.		
Delivery Period Required: 60 days.	Consignee: Regional Store Rohri	

SIGNATURE OF TENDER ISSUING AUTHORITY

Bid Schedule

Sr. No.	Description	Unit	Qty:	Unit Rate on FCS Basis (Without GST)	Total Amount (4 x 5)
1	2	3	4	5	6
1.	Supply, Installation and Commissioning of Generator 25KVA (PRIME) alongwith Canopy BRAND: CUMMINS or Equivalent	Nos.	(02)		
	Automatic Transfer Switch (ATS) Panel of Deep Sea or Equivalent	Nos.	(02)		
	Floor Standing Air Conditioner (02 Tons)	Nos.	(04)		
	Stabilizers 10000 Watts Inverex or Equivalent	Nos.	(04)		

(In Words: _____)

Note:- In order to be consider, the tenderer must be accompanied by Bid Security equal to 5% of the quoted price by a bidder **valid for 120-days** after the date of tender opening in the form of CDR / Bank Draft or Pay Order drawn on a schedule Bank of Pakistan, or in lieu thereof a Bank / Bid Guarantee issued by a Schedule Bank of Pakistan in favour of **Chief Executive Officer SEPCO**.

Bid Security

Bid Security i.e 5% of the bid cost is attached as per details below:-

Bid Security No. _____ & Date _____

Bid Amount _____

Bid Security Validity _____

Issuing Authority _____

Stamp & Signature of bidders

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Delivery Schedule:-

“Full quantity shall be supplied within 60-days from the date of issue of purchase order.

Note:- This tender is governed by General Conditions of Contract for purchase by WAPDA dated 12/8/1984, amended to date and latest purchase procedure PPRA-2004 amended to date.

SPECIAL CONDITIONS:-

1. The material shall be supplied strictly according to Description of Stores.
2. The tenderer shall submit the delivery schedule with offer.
3. Conditional Bids / Rates will not be entertained / accepted.
4. Bid submission / Tender opening date & timings shall be observed strictly.
5. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / PEPCO instructions.
6. In case of holiday announced by the Govt. of Pakistan, strike in SEPCO or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue.
7. As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, only registered suppliers who are on Active Taxpayers List (ATL) of FBR, are eligible to supply goods / services to SEPCO.
8. Only good quality of description of stores be quoted. Bidders should mention the manufacturer's name and brand of the Items being quoted, failing which the tender will not be considered.

GENERAL CONDITIONS:-

1. **Method of Procurement:-** Single stage one envelope procedure as per PPRA Clause-36(a) shall be adopted for open competitive bidding. Each bid shall comprise one single envelope containing financial proposal and technical proposal (if any).
2. Only one FCS rate should be quoted for supply of consignee at Deputy Manager, Regional Store SEPCO Rohri without involving any foreign exchange element.
3. The rate shall be quoted for full quantity of respective items and the bidders shall not be allowed to quote partial quantity in an item / the tender.
4. The quoted FCS prices, exclusive of applicable percentage of sales tax shall be firm and final and not subject to escalation for any reason what so ever. The conditional prices shall not be accepted.
5. 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 the contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties/taxes by the Govt., the price will be decreased accordingly.
6. **Bid Bond / Security:-** In order to be considered, the tender must be accompanied by bid security equal to 5% of the quoted price by a bidder **valid for 120-days** after the date of tender opening in the form of CDR / Bank Draft or Pay Order drawn on a schedule Bank of Pakistan or in lieu thereof a Bank / Bid Guarantee issued by a Schedule Bank of Pakistan on the specified Proforma in favour of **Chief Executive Officer SEPCO**. In case, the tenderer withdraws his tender / offer during the period of tender validity or successful tenderer fails to furnish the required Performance Bond / Security or sign the Contract Agreement / Acknowledgment of the Purchase Order, the amount of Bid Bond / Tender Security will be forfeited in favour of Chief Executive Officer SEPCO. The Bid Security from any Insurance Company will not be acceptable in any case and Bid will be liable for rejection, however the letter of commitment is acceptable in place of Bid Security / Guarantee from Public Sector Enterprises (PSE), subject to the condition that they will provide the proof of their firm as Government Entity / Public Sector Company.
7. **Performance Bond / Security:-** Successful bidder will have to submit a Performance Bond / Security in the shape of CDR / Bank Guarantee from a Scheduled Bank of Pakistan on the prescribed form **(valid for 12-months from the receipt of last consignment)** equal to **10%** of the total value of contract (inclusive of amount of GST) within 7-days from the date of issue of LOI. Bank Guarantee shall be furnished on non-judicial stamp paper of value as prescribed by the Government. The Performance security shall be furnished with the acceptance of Letter of Intent and before the formal issuance of the Purchase Order.

Stamp & Signature of bidders

Contd.....Page-4

7.1 Bid Guarantee & Performance Bond be furnished on Non-Judicial Stamp Paper of value as prescribed by the Government. However, WAPDA Bonds, as security in lieu of tender/bid guarantee/earnest money or performance bond as per procedure in vogue, are also acceptable.

8. **Warranty:-** You will furnish a warranty certificate, certifying that the goods supplied conform exactly to the specifications laid down in the contract and are brand new and that in the event of material being found defective or not conforming to the specifications 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 all losses and that the unacceptable goods shall be substituted with the acceptable goods at your expense and cost.

9. **Evaluation Criteria:-** Technical and Commercial Evaluation / Comparison of tender bids will be carried out on item FCS unit price basis. The material shall be supplied as per legitimate delivery schedule strictly according to Description of stores. Any deviations in tender specification shall be liable for the rejection of tender. Arithmetical errors will be rectified on the following basis.

- i. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail.
- ii. If there is a discrepancy between the total Tender price entered in Form of Tender and the total shown in Schedule of Prices. The amount stated in the Form of Tender will be corrected by the Purchaser/Engineer in accordance with the Corrected Schedule of Prices.
- iii. If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected and his Tender Security forfeited.
- iv. Tenders indicating the delivery beyond date specified in Tender Schedule will be declared non-responsive.
- v. The bidder must be registered with Income Tax and Sales Tax Department.

10. **Bid may be rejected forthwith if:-**

- i. The bidder submits substantially incomplete bid or only the copies of the bid are submitted without original bid.
- ii. The bid is submitted on other than the prescribed form or is incomplete or conditional.
- iii. The bid is illegible in any material, part or contains alternations, additions, deletions, erasers or other irregularities.
- iv. Not accompanied with a bid guarantee or with insufficient or unacceptable bid guarantee.
- v. Submitted by a bidder who has previously failed to perform properly works of similar nature.
- vi. Bid is in some way connected with bids submitted under names different from his own.
- vii. The offer is not accompanied with schedule of technical data and schedule of deviation (if any) duly filled in and signed (in duplicate).

11. **INSPECTION:-**

Inspection of the material will be carried out at your works by SEPCO inspection team nominated by Competent Authority. Notice in writing shall have to be given to the Manager (MM) SEPCO Sukkur by you when the store against the order is ready for inspection under intimation to this office. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in General shall have to be offered to the inspecting officer by you at your expense for carrying out inspection.

12. **PAYMENT:-**

The payment will be made directly by the Finance Director SEPCO Sukkur on the production of the following:-

- i) Invoice of the supplied material in triplicate.
- ii) Delivery Challan duly acknowledged by the consignee.
- iii) GRN issued by Deputy Manager, Regional Store SEPCO Rohri.
- iv) Warranty Certificate.
- v) Inspection Certificate issued by Inspection Team of SEPCO.
- vi) Confirmation letter of acceptance of performance Security by the Manager (MM) SEPCO.

Stamp & Signature of bidders

Contd.....Page-5

- vii) Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment Certificate).
 - viii) Professional Tax paid certificate by the firm.
 - ix) All Federal & Provincial Taxes will be applied as per prevailing laws.
 - x) Copy of General Sales Tax / Excise Duty Invoice.
 - xi) The manufacturer / supplier in its invoices shall also give an undertaking, in case of omission of any deduct-able amount; SEPCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to them.
 - xii) As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.
- 13.** The payment of Sales Tax shall be made on production of Sales Tax return cum payment Challan. In case of manufacturers who pay lump sum sales tax, they shall also submit an affidavit on non-judicial paper that the Challan includes the amount of Rs. _____ of Sales tax for supply of the mentioned items.
- 14.** SEPCO reserves rights to accept or reject any tender and to annul the tender process and reject all tenders, at any time, prior to award of contract, without thereby incurring any liability or obligation to inform to tenderers and the grounds for the purchaser's action.
- 15.** Tenders submitted through Telex, Telegraph, FAX or E-mail shall not be considered. After opening the tender if it is established that the bidders have quoted a Single price then SEPCO reserves the right either to scrap the tender and invite fresh tender or to take any decision as deemed fit for SEPCO.
- 16. SUBMISSION OF BID:-** The complete offer should be filled as under:-
- i) The original Bid and other enclosed documents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by 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.
 - ii) The Bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
 - iii) The bidder shall clearly mention all information precisely regarding bid validity, delivery schedule, terms of payment and the schedule of technical data / Literature. Any incomplete information as required shall render the offer for rejection.
 - iv) The tender prepared by the tenderer and all correspondences and documents relating to the tender shall be written in English Language.
 - v) No tender may be modified by a tenderer after dead line for submission of tender.
- 17. SEALING & MARKING OF BIDS:-**
- i. The bidder shall seal the original of the bid in an inner envelope, duly marking the envelope as **"Tender for Generators"**. The inner envelope shall then be enclosed in an outer envelope. In the event of discrepancy between them the Original shall prevail.
 - ii. The inner and outer envelopes shall be:-
 - a) Addressed to the purchaser at the following address.
 - b) Manager Material Management SEPCO, Old Thermal Power Station (Old Sukkur) Sukkur, Phone No. 071-9310798, Fax No. 071-9310797 Tender No. (Tender No.) and the words **"DO NOT OPEN BEFORE (Opening Time) on (Opening Date)"** shall be written on them.
 - c) In addition to above, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared **"Late"**.
 - iii. If the outer envelope is not sealed and marked, the purchaser will assume no responsibility for the bid's misplacement or its premature opening.

Stamp & Signature of bidders

Contd.....Page-6

- 18. LATE BID:-** Bidder will himself be 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 Bidder's control. Any tender received by the purchaser after the date and time of tender opening will be returned un-opened to such tenderer.
- 19. CLARIFICATIONS / 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 Bidding Documents by amendment.
 - ii. The prospective Tenderers requiring any clarification (s) in respect of tender documents may notify the purchaser i.e Manager (M.M) SEPCO Sukkur. Purchaser will examine the request for clarification of the Tender Documents which it receives not later than 7-days prior to the dead-line for the submission of tenders and if needed will issue the clarification/amendment of the Tender Documents at-least 7-days before the date of submission of Tenders (without identifying the source of enquiry) to all prospective tenderers who have purchased the Tender Documents.
 - 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 deadline for the submission of Bids.
- 20. FORCE MAJEURE:-** The right of SEPCO to terminate the Contract, or to claim penalty or liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the Performance of the Contract by the Manufacturer or Supplier, or the Contract has become incapable of being performed:-
- 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 or Suppliers;
 - v. Restriction imposed by the Government on the Import of any material relating to the manufacture of goods.
 - vi. Diversion of supplies by the Carrier without any fault or knowledge of the manufacturer or supplier.

Provided further that the Manufacturer or supplier has given notice to SEPCO within 14-days of the happening of any such event.

- 21. 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 including the schedule.
- 22. FAILURE AND TERMINATION:-**
- (A)** If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either:
- i) To recover from you liquidated damages levied at the rate of two percent (2%) per month or a fraction, thereof subject to a maximum of ten percent (10%) of the contract price, except:
 - a) Where un-delivered stores hold up the use of other Stores, liquidated damages shall be levied on the total value of the Contract.
 - b) Recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of SEPCO/DISCOs/GENCOs/NTDC / WAPDA, OR
 - ii) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
 - iii) To cancel the contract 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.

Stamp & Signature of bidders

- (B) If during the course of execution of contract, you are black-listed by DISCOs / GENCOs / NTDC / WAPDA / SEPCO or any other Electric Supply Company, the purchaser may proceed with all or any of the actions detailed below:-
- i) To allow the contract to run its course till completed in accordance with the terms and conditions of Contract.
 - ii) To stop further supplies with or without financial repercussions.
 - iii) To cancel the contract with or without reservation of 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 of:-

- i) Delay on the part of the Contractor in the arrangement of raw materials.
- ii) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the Contract.

23. FORFEITURE OF SECURITY BOND / GUARANTEE (PERFORMANCE BOND):-

The Purchasing Officer will have the right to forfeit the Performance Guarantee / 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 Purchasing Officer.
- v) Fails to return drawings, design or any material belonging to the Purchasing Officer which was to be returned in good condition to the Purchasing Officer after the successful termination of the contract.

- (B) For other reasons specified in the Purchase Order by the Purchasing Officer for forfeiting the Security deposit. If the forfeiture of the security deposit does not compensate the Purchasing Officer for losses suffered due to non-delivery or breach of contract for any other reasons, the Purchasing Officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favour of any other unit of DISCOs/GENCOs/NTDC/WAPDA/SEPCO, or from any money due to the Contractor from any unit of WAPDA/ SEPCO/ DISCOs/GENCOs/NTDC.

24. DOCUMENTS / CERTIFICATES TO BE SUBMITTED ALONGWITH BID:-

- i. Certificate that General Conditions of Contract for purchases by PEPCO / WAPDA dated 12/08/1984 amended up to date and latest purchase procedure PPRA-2004 (amended to date) are acceptable to the bidder and are hereby agreed to by the bidder.
- ii. Bid Security of an amount not less than 5% of the total value of tender issued by a Scheduled Bank of Pakistan only.(or as applicable if specified in the special condition above)
- iii. Deposit receipt of tender fee in original.

Signature of bidders
ADDRESS WITH OFFICE STAMP

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FORM OF TENDER SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry Date _____

Letter by the Guarantor to the Purchaser **Chief Executive Officer SEPCO**

Name of Guarantor (Bank) with address: _____

Name of Principal (Tenderer) with address _____

Penal Sum of Security (express in words and figures): _____

Tender Reference No. _____ Date of Tender _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____ (hereinafter called the "Purchaser") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for _____ (Particulars of Tender) to the said Purchaser; and

WHEREAS, the Purchaser has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Purchaser, conditioned as under:

- (1) that the Tender Security shall remain valid for a period of 180-days after tender opening date.
- (2) that in the event of;
 - a) the Tenderer withdraws his Tender during the period of validity of Tender, or
 - b) the Tenderer does not accept the correction of his Tender Price.
 - c) failure of the successful tender to
 - i. furnish the required Performance Security.
 - ii. sign the proposed Contract Agreement/ Acceptance of P.O.

Then the entire sum be paid immediately to the said Purchaser as Liquidated Damages and not as penalty for the successful tenderer's failure to perform.

PROVIDED THAT the Guarantor shall forthwith pay to the Purchaser the said sum stated above upon first written demand of the Purchaser without cavil or argument and without requiring the Purchaser to prove or to show grounds or reasons for such demand notice of which shall be sent by the Purchaser by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal has duly performed his obligation to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Guarantor (Bank))

Witness:

1. **Signature** _____

1. _____

2. Name. _____

(Corporate Secretary (Seal))

3. Title. _____

2. _____

(Name, Title & Address)
(Seal)

(Corporate Guarantor (Seal))

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry Date _____

Letter by the Guarantor to the Purchaser. **Chief Executive Officer SEPCO**

Name of Guarantor (Bank) with address: _____

Name of Principal (Tenderer) with address: _____

Penal Sum of Security (express in words and figures): _____

L.O.I/Contract No. _____ Dated _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____ (hereinafter called the "Purchaser") in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for _____ (name of Contract) for the _____ (Name of Project).

NOW WHEREAS, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the Said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be null and void; otherwise to remain in full force and effect till _____ (Date)

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number i.e _____

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligation under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed this Performance Guarantee under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Guarantor (Bank))

Witness:

1. Signature _____

1. _____

2. Name. _____

(Corporate Secretary (Seal))

3. Title. _____

2. _____

(Name, Title & Address)
(Seal)

(Corporate Guarantor)
(Seal)