

# MULTAN ELECTRIC POWER COMPANY (WAPDA)

Tel # 061-564724

Fax # 061-776314

No. \_\_\_\_\_/MMM/

Material Management Directorate

Khanewal Road, Multan.

Dated / /2005

M/s \_\_\_\_\_

## **Subject:- SUPPLY OF MATERIAL.**

MEPCO Ltd. Multan is pleased to place "**PURCHASE ORDER**" for the supply of under noted material at the rates mentioned hereunder, subject to the general conditions of the contract for purchase, WAPDA dated 12.08.1984 (amended to-date) and special conditions laid down in this contract:-

### **A- DESCRIPTION OF STORES.**

Sr. No.	Nomenclature	Stock Code	Quantity Nos.	Unit Rate On FCS	Total Value

### **B-SPECIAL CONDITIONS:**

- i The above cited price excluding Sales tax is firm and final and shall not be escalated for any reason what so ever.
- ii The reimbursement of Sales Tax @ 15% shall be made by the Finance Director MEPCO Ltd. Multan on the presentation of copy of paid Challan.
- iii The material shall conform to WAPDA specification as above and the General Manager (MI) shall carryout inspection accordingly.
- iv MEPCO reserves the right to increase/decrease the quantities upto 25% during the currency of contract.
- v The word WAPDA ED. For marking if specified in the specification shall be replaced / add with the work "MULTAN ELECTRIC POWER COMPANY" or MEMPCO, with purchase order No. & year of manufacturing together with other essential marking.
- vi Performance Bond equal to 5% of the total value of the purchase order issued by any schedule bank of Pakistan shall be supplied within 07 days.
- vii **0.3% material Inspection Charges based on total value of P.O. shall be deposited along with the Inspection Call in the office of General Manager (MI) WAPDA Lahore. MEPCO/Purchase will reimburse the Inspection Charges to the Contractor / Suppliers.**
- viii All rights reserved.

2. **SPECIFICATION:**

As per special condition No. (iii) above.

3. **TERMS OF DELIVERY.**

Free delivery at consignee store Regional Store Multan.

4. **CONSIGNEES:**

Regional Store MEPCO Limited concerned.

5. **DELIVERY PERIOD:**

The material shall be supplied within 90 days form the issue of P.O.

Ist day of inspection or 15<sup>th</sup> day of inspection call whichever is earlier, shall be reckoned as date of delivery of Store to WAPDA 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 to being a fake call or material not conforming to the specification.

6. **INSPECTION:**

Inspection of the material will be carried out at your premises by the Chief Engineer (MI) WAPDA or his authorized 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 expense for carrying out inspection.

7. **PAYMENT:**

The purchase order will be financed 100% Deposit Work (K.P.P) budget by the Finance Director MEPCO Ltd. Multan. 100% payment will be made by the Finance Director MEPCO Multan on the production of following documents.

- i Bill in triplicate for 100% claim.
- 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 Manager (M.M) MEPCO Ltd. Multan about acceptance of performance bond in case of first claim only.
- v Inspection certificate issued by General Manager (MI) WAPDA or his authorized representative.
- vi The reimbursement of sales tax @ 15% shall be made by the Finance Director MEPCO Ltd. Multan on presentation of copy of paid Challan.

**PARTIAL DELIVERIES AND PART PAYMENT IS ALLOWED AS PER PURCHASE ORDER.**

8. **WARRANTY:**

You will furnish a warranty certificate, certifying that the goods supplied confirmed exactly to the specifications laid down in the contract and are brand new and that in the event of the material being found defective or not confirming to the specification/particular 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 losses and that the unacceptable goods shall be substituted with the accepted goods at your expenses and cost.

9. **FORCE MAJEUR:**

The right of MEPCO to terminate the contract or to claim penalty or liquidated damages shall be subject to the following circumstance, 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 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.

10. **FAILURE AND TERMINATION:**

A) If you fail to deliver the stores or any consignment thereof within specified delivery period, the purchase 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 contract price, except:-
  - a) Where undelivered stores hold up the use of other stores, liquidated damages shall be levied on the total value of contractor.
  - b) The recovery of liquidated damages mentioned above can be effected 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 contract 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 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.

B) If during the course of execution of contract, you are black listed by WAPDA / MEPCO,

- i To allow the contract to run its course till completed in accordance with the terms and conditions of the contract.
- ii To stop further supplies with or without financial repercussions.
- iii To cancel the contract 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 contractor in the arrangement of raw material;
- ii Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

11. **RESPONSIBILITY FOR EXECUTING THE CONTRACT:**

You are entirely responsible for the successful executing of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

12. **INSPECTION AND REJECTION:**

- i) The inspecting officer may reject a part or the whole of the consignment tendered for inspection. If after inspection such portion thereof as he may decided on his discretion he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the purchase order.
- ii) The decision of inspecting officer shall be binding on you.
- iii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit stores in replacement of those rejected. By re-submission will not mean extension of delivery period.
- iv) On final rejection the purchase shall have the following rights:-
  - a) To purchase the rejected goods at your cost and expense.
  - b) To terminate the contract and recover from you the loss, the authority thereby incurs.

13. **PACKING:**

You will be responsible for packing the store suitable for transit by Rail/Road so as ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at your expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

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

The contracting officer will have the right to forfeit the security bond/guarantee performance 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 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 the contract.

B) For other reasons specified in the 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 contract 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 WAPDA or from any money due to the contractor from any unit of WAPDA.

15. **LAWS GOVERNING THE CONTRACT:**

The contract shall be governed by the Laws of Pakistan as amended from time to time, subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on you, on your assigns, executors, administrators and all those who have any interest pecuniary or otherwise in your concern.

16. Please acknowledge receipt in token of acceptance of this P.O.

17. This issue with the approval of Chief Executive MEPCO Ltd. Multan.

**Yours truly,**

**MANAGER (M.M)  
MEPCO, MULTAN.**

Info: -

1. General Manager (M.I) WAPDA, Sunny View, Lahore.
2. Chief Engineer (P&D) WAPDA, Wapda House, Lahore.
3. Finance Director MEPCO Ltd. Multan.
4. Dy. Director (MM) Regional Store MEPCO Multan.