

LAHORE ELECTRIC SUPPLY COMPANY (LESCO)



TENDER
Document No. LCC-28/2010-11
FOR
COMPUTER MEDIA & PRE-PRINTED
COMPUTER STATIONERY

OFFICE OF MANAGER (MIS)
LESCO COMPUTER CENTRE, 132 KV GRID STATION NEW GHAZI LAHORE



LAHORE ELECTRIC SUPPLY COMPANY

MIS DIRECTORATE

132 KV Grid Station New Ghazi Lahore

BID SCHEDULE FOR TENDER NO. 28/2010-11

Description of Work

LESCO invites sealed quotations from authorized dealers/firms for supply of Computer Media items & Pre-Printed Computer Stationery. The firm will also be responsible to provide replacement of faulty/defective material in the warranty period.

Last Date for Obtaining Tender Documents: 08.05.2010

Tender will be opened on 10.05.2010 at **11.00 a.m.**

Tender shall remain valid for **120 days** after opening date

“Annexure-A”

Sr #	Description Store	Quantity (Boxes/Nos.)	Unit rate w/o 16% GST & 1% SED on FCS basis at LESCO IT Directorate	Delivery Period required
1.	Electricity Bill Form (MDI) size A-4 imported paper of 80GSM+5% size 210x297mm, tolerance in size to the extent of 2mm & offset tolerance 1mm (2000 Bills per Box).	600 Boxes		Within 180 days as per clause-3
2.	Meter Reading (MDI) Size (15"x11") Std Sprocket holes, Fan folded, Grammage minimum 63GSM+5% on white off set indigenous good quality paper tolerance in size to the extent of 1/8".Packing 2000 sheets per box.	120 Boxes		
3.	Cartridge (Original/Compatible) for HP-LJ 9050n printer	210 No.		
4.	Cartridge (Original/Compatible) for HP LaserJet Printer 1018	50		
5.	Print Band LP-29+ (Part No. 200067)	20		

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).

1. **SPECIAL CONDITIONS**

1.1 In case of any specific occurrence the shares may be distributed in supplies against DISCOs purchase orders, manufacturer's capacity/capability etc.

1.2 Conditional Bids/Rates will not be entertained /accepted.

1.3 Bid submission / tender opening date & timings shall be observed strictly.

2. **GENERAL CONDITIONS**

2.1 Only one FCS rate should be quoted for supply of stores at (Consignee Store) 132 KV Grid Station New Ghazi Lahore or the address mentioned in purchase order at Lahore. The rate shall be quoted for full quantity.

2.2 The quoted FCS prices, exclusive applicable percentage of sales tax shall be firm and final and not subject to escalation for any reason whatsoever. The conditional prices shall not be accepted.

2.3 The bidders will submit Bid Bond 2% for Registered Firm & 4% for Non-Registered Firm for each category in the form of Bank Draft or CDR, WAPDA Bearer Bond/Non-Judicial Stamp Paper in favour of Chief Executive LESCO along with the Bid. The Bid Security form any insurance company will not be acceptable in any case and bid will be liable to be rejection.

2.4 Successful bidder will have to submit a performance security in the shape of Bank Draft/Bank Guarantee from a schedule bank of Pakistan on the prescribed form valid for 12 months from the receipt of last consignment, equal to 5% for registered firm and 10% for Non-Registered Firm of the total 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.

2.5 LESCO reserves the right to increase/decrease the quantities up to 15% at the time of award/during the currency of contract.

2.6 LESCO also reserves the right to scrap this tender as per PPRA rules, 2004 (amended to date).

2.7 After opening the tender if it is established that the bidders have quoted a single price then LESCO reserves the right entire to scrap the tender and invite fresh tender or to take any decision as deemed fit for LESCO.

3. **DELIVERY PERIOD**

100% material shall be delivered within 180 days and delivery schedule will be mentioned in the letter of intent issued to the successful bidders. However, first consignment will be required within 45 days from the issuance of Purchase Order.

Delivery period is the essence of the Contract and delivery must be completed not later than the dates specified. The terms Delivery Date shall mean the date of 1st day of inspection or 15th days of inspection call whichever is earlier, shall be reckoned as date of delivery of stores to 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 date and the offer is not rejected due to being a fake call or material not conforming to the specification.

4. **INSPECTION**

Inspection of the material will be carried out jointly by Chief Engineer (Material Inspection) NTDC, Sunny View, Lahore & Manager (MIS) LESCO or their authorized representative. Notice in writing shall have to be given to the Inspecting Officer by you under intimation to this office when the work against the order is completed and ready for inspection. All reasonable facilities as provided in the specifications 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.

5. **PAYMENT**

Payment will be made by Finance Director LESCO, 22-A Queens Road, Lahore on production of following documents duly approved by Manager (MIS) LESCO:

- i) Invoice of the supplied material in triplicate duly approved by Manager (MIS) LESCO and pre-audited by Finance Director LESCO
- ii) Delivery Challan duly acknowledged by the consignee.
- iii) GRN issued by the consignee
- iv) Warranty Certificate
- v) Inspection Certificate issued by Chief Engineer (Material Inspection) NTDC, Sunny View, Lahore.
- vi) Confirmation letter of acceptance of performance security by the consignee

vii) Non-payment certificate

The payment of Sales Tax (if applicable) shall be made by Finance Director LESCO, Lahore on production of Sales Tax return cum payment challan. In case of manufacturers who pay lump sum sale 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.

6. **SUBMISSION OF BID:** The complete offer in Duplicate (**Original & one Copy**) should be filled as under:
- 6.1 The bids and other enclosed documents shall be typed or written in indelible ink and shall be signed by the Bidder or a person 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.
- 6.2 The Proposed bid shall contain no interlineations, or over-writing except as necessary to correct errors made by the Bidder, themselves. The person signing the proposal shall initial any such correction.
7. **SEALING & MARKING OF BIDS**
- i. Potential bidder (s) should bid for all items in a capacity (rates shall be quoted for full quantity of each category).
 - ii. Bid may be submitted to the undersigned in SEALED ENVELOPE at the address given below on 10.05.2010 at 10.30 AM in the office of Manager (MIS), 132 KV Grid Station New Ghazi Lahore. It shall be opened on the same date at 11.00 AM in the presence of bidders or their authorized representatives.
 - iii. The inner and outer envelopes shall be;
 - a) addressed to the purchaser at the following address.
 - b) Manager (MIS) LESCO Limited, Lahore Tender No. 28/2010-11 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”.

- iv. If the outer envelope is not sealed and marked, the purchaser will assume no responsibility for the bid's misplacement or its premature opening.

8. 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.

9. AMENDMENT OF BID SCHEDULE

- a. 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.
- b. The amendment will be notified in writing or by telex or cable to all prospective bidders who have received the bid schedule/bidding documents and will be binding on them.
- c. 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.

10. 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) The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of LESCO/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.

(B) If during the course of execution of contract, you are black-listed by DISCOs/GENCOs/NTDC/WAPDA/LESCO, 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 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 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.

11. **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 purchase;

- 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 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 for any other reasons, the Contracting 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/LESCO or from any money due to the Contractor from any unit of WAPDA/LESCO/DISCOs/GENCOs/NTDC.

12. COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser named in the Bid data sheet, hereinafter referred as “the purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

13. CLARIFICATION OF BIDDING DOCUMENT’S

A prospective bidder requiring any clarification of the bidding document may notify the purchaser in writing or by cable (hereinafter the term cable is deemed to include telex and facsimile) at the purchaser address indicated in the bid data sheet.

The purchaser will respond in writing to any request for clarification of the bidding documents which it receives not later than thirty days.

14. LANGUAGE OF BID

The bid prepared by the bidder shall be written in the English, supporting documents and printed literature furnished by bidder may be in another language provided they are accompanied by accurate translation in English, for purpose of interpretation of the bid.

15. **BID FORM**

The Bidder shall complete the bid form and the appropriate price schedule furnished in the bidding document, indicating the goods to be supplied, a brief description of the goods, their country of origin quantity and prices.

All other bids offering goods from within the country of the purchaser.

16. **BID PRICES**

The bidder shall indicate on the appropriate price schedule the unit price (where applicable) and total bid price of the goods it proposes to supply under the contract.

17. **BID SECURITY**

- i. The bidder shall furnish, as part of its bid, a bid security in the amount specified in the bid data sheet.
- ii. The bid security is required to protect the purchaser against the risk of bidders conduct which would warrant the security's forfeiture.
- iii. The bid security may be forfeited

If a bidder;

- a) Withdraws its bid during the period of bid validity specified by the bidder on the bid form, or
- b) Does not accept the correction of error or in case of a purchaser bidder, if the bidder fails
- c) To sign the contract in accordance with the clause of contract or
- d) To furnish performance security in accordance with clause of contract after issue of LOI

18. **PERIOD OF VALIDITY OF BID**

- (1) Bid shall remain valid for the period of 120 days from the date of bid submission prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non responsive.
- (2) In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

19. **PRELIMINARY EXAMINATION**

- (1) The purchaser will examine the bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been

properly signed and whether the bids are generally in order.

- (2) Arithmetical error will be rectified on the following basis, if there is a discrepancy between the unit price and the 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 words and figures, the amount in words will prevail, if the suppliers not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.

20 **FORCE MAJEURE**

- i. Notwithstanding the provision of GCC Clauses, the supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an events of Force Majeure.
- ii. For purpose of this clause “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and no restricted to act of the purchaser, epidemics, quarantine restrictions and freight embargoes.
- iii. If a Force Majeure situation arises, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. **SETTLEMENT OF DISPUTES**

- (i) If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- (ii) If after 30 days the parties have failed to resolve their dispute or difference by such mutual consultation, then either party the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided as to the matter in dispute and no arbitration in respect of this matter may be commenced unless such notice is given.
 - a. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this

clause shall be finally settled by arbitration. Arbitration may be commence prior to or after delivery of the goods under the contract.

- b. Arbitration proceeding shall be conducted in accordance with the rules of procedure specified in the SCC.
- c. Notwithstanding any reference to arbitration herein
 - i) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - ii) the purchaser shall pay the supplier any monies due to the supplier.

22. DOCUMENTS / SAMPLES / CERTIFICATES TO BE SUBMITTED ALONG WITH THE BID

- i. Certificate that General Conditions of contract for purchases by WAPDA dated 12.08.1984 amended up to date and latest PPRA purchase procedure is acceptable to the bidder.
- ii. Bid security of an amount not less than 2% & 4% 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. Certificate that the material offered is in accordance with the WAPDA/Tender specifications amended to date.
- iv. List of any deviations or reservations from the bid specification
- v. Copy of letter of pre-qualification for the material quoted in tender with WAPDA/DISCOs
- vi. Copy of letter of current renewal of registration with WAPDA/DISCO
- vii. Technical data as required in the WAPDA specification and literature in English giving out salient feature of the quoted items
- viii. Copy of last prototype approval from Chief Engineer (D&S) WAPDA (if applicable)
- ix. Deposit receipt of tender fee in original
- x. Samples of the item quoted with stamp must be attached with the tender otherwise the bid shall be liable for rejection
- xi. Make, model and country of origin of all the quoted items should also be clearly mentioned in the bid.

23. **LAWS GOVERNING THE CONTRACT**

- a. The contract shall be governed by the Laws of Pakistan as amended from time to time
- b. 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.

Imtiaz Ahmad Butt
Manager (MIS)