

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name of Procuring Agency: PESHAWAR ELECTRIC SUPPLY COMPANY LIMITED (PESCO) The subject of procurement is: Procurement of 132kV ACSR Rail Conductor
2	2.1 & 2.2	Financial year for the operations of the Procuring Agency: 2026-27 Name of Project: Procurement: As specified on EPADS Name of financing institution: PESCO Name and identification number of the Contract: PMU-8/ 2026-27 (132kV ACSR Rail Conductor)
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: 02 (Two) Numbers
4.	4.1	Ineligible country(s) are India and Israel/Notified by GOP
	4.5	Demonstration of authorization by manufacturer: Required

B. Bidding Documents

5.	7.2	The number of documents to be completed
6.	8.1	The address for clarification of Bidding Documents is Peshawar Electric Supply Company (PESCO) Office of Chief Engineer (Dev.) PMU PESCO Peshawar, PESCO H/Q, Shami Road Peshawar Tel No.091-9211757, Email. pmupesco@gmail.com
	8.5	No Pre-bid meetings will be conducted. However, clarifications can be sought from Chief Engineer (Dev.) PMU PESCO not later than 07 days before the bid opening date.

C. Preparation of Bids

7.	10.1	The Language of all correspondences and documents related to the Bid is: English
8.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: N/A
	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the Technical Bid a. Letter of Bid – Technical Proposal b. Bidder Information Form c. Bidder JV Members Information Form in case of JV d. Form of Bid Securing Declaration e. Delivery and Completion Schedule f. Schedule of Technical Data g. Schedule of Deviations from Technical provisions h. Integrity Pact i. Details of Pending Litigation on prescribed Form j. Manufacturer's Authorization k. Original Fixed Bid Security (Bid Bond) l. Bidder's/ Manufacturer's experience of supply record m. Bidder's/ Manufacturer's Performance record n. Bidder/JV has to attach "certificate of Quality and standards" on its letter head that offered Material shall be strictly as per WAPDA/NGC/IEC Standards (amended to date) o. The Bidder will have attached a declaration on Bidder Letter head that the Bidder (in case the Bidder is also Manufacturer) or Bidder and Manufacturer Both (In case the Bidder is not Manufacturer) have not defaulted/failed to supply Material against any contract agreement/Purchase Orders in WAPDA/DISCOs/NGC/ GENCOs/PPMC. p. Financial Statements as per Bid requirements q. The Bidder must demonstrate an annual average turnover for the last three (03) years equal to or greater Rs 600.00 Million. r. Affidavit as per PESCO Procurement and Contract Policy Manual 2021.

		The following documents must be included with the Financial Bid a. Letter of Bid – Financial Proposal b. Price Schedule form
9.	12.3 (c)	Other procurement specific documentation Requirements are: 1. Valid Type Test/ Prototype Reports of the offered equipment/Goods where applicable as per NGC/WAPDA Specification (Amended to date) 2. Manufacturing/ Operational Experience
	12.4	Spare parts required for Number <i>of</i> years of operation if specified in NGC Specification (Amended to date)

10.	13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: a) To be qualified for award, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein below: 1. <u>Contractual Experience Criteria</u> The Bidder/Manufacture shall demonstrate successful supply experience of 100% of the tendered quantity of similar material, having similar or higher rating, supplied to DISCOs/NGC/PPMC/WAPDA/ GENCOs during the last five (05) years, under either a single contract or multiple contracts. Details in this regard should be submitted in the prescribed format given in standard forms of Bidding documents. The Bidder shall submit with the bid evidence duly stamped in this regard including inter alia copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). In case of JV, at least any one partner should fulfill the above mentioned experience pertaining to the individual's obligation (s) in respect of manufacturing or supplying as per JV agreement between the parties. 2. <u>Manufacturing Experience Criteria</u> The manufacturer must have at least 5 years' manufacturing experience of tendered material having similar or higher rating. Details in this regard should be submitted in the prescribed format given in standard forms of Bidding documents. The Bidder/manufacturer shall submit with the bid, copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bill(s) of lading, inspection certificate(s) etc.), duly notarized, for the contract(s). The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid (In case the Bidder is not a Manufacturer). 3. <u>Performance Criteria</u> i. In above context, at least two (02) satisfactory operational certificates shall be submitted with the bid from the end user(s) i.e. DISCOs/NGC/WAPDA/GENCOs. of offered equipment/goods. The submitted operational certificate must indicate the name of the end user/client along with its contact address, phone numbers, fax numbers, web-site and e-mail addresses. The bidder must also submit with the bid the copies of contract agreements along with performance certificates (along with translation in English if original is in different language) for these supplies. Further, the summary of operational experience be provided as per standard forms of Bidding documents. 4. <u>Supply Capacity</u> The manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order. - Manufacturing Capacity - Orders in hand - Expected orders in pipe line - Implementation schedule of the orders in hand The manufacturing capacity of the Bidder should be at least equal to the sum of orders in hand, expected orders in pipeline and this order (if placed on it). 5. <u>Financial Criteria of the Bidder</u> The Purchaser will take into account the following criteria to verify the financial qualification of the Bidder.
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		i. The Bidder has an average annual, turnover in the last three years equal to or more than the Rs. 600.00 Million. The bidder's net worth calculated as a difference between total assets and total liabilities must be positive for last three years and must be submitted with the bid. (Information to be submitted in standard forms of Bidding documents. ii. In case of JV the (leading partner minimum 50% of AATO & remaining of other partner) has to have an average Annual Turnover in the last 3 years equal to or more than the Rs. 600.00 Million.
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		6. <u>Blacklisting and Debarment Certificate</u> Bidder/tenderer will submit a certificate that the firm is not blacklisted/ debarred by WAPDA/ DISCOs/ GENCOs/ NGC as per PPRA rules at present. The Qualification of the Bidders will be based on meeting the minimum pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices. The above stated requirements are a minimum and the Purchaser reserves the right to request for any additional information. The Purchaser also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract. The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/documents render the bid substantially non-responsive. In this regard, the Purchaser does not have an obligation to request any document/certificates. The bidder is required to include with its Bid, documentation from the manufacturer of the goods that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid in case of the Bidder is not Manufacturer.
11.	15.6 15.7 (a) (iii), (iv) (optional) 15.9	The Price Quoted shall be on FCS Basis. The price shall be fixed.
12.	16.1 (a) 16.2	a) The quoted price shall be in Pakistani Rupees. N/A.
13.	17.1	<u>The Bid Validity period shall be 90-days.</u>
14.	18.1	The Bid Security as specified through EPADS
15.	18.3	The Bid Security shall be the form as specified.
16.	18.3 (c)	Other forms of security are N/A
17.	19.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
18.	21.1 21.2	The E-Bid shall be submitted on EPADS with all the attachments as required in bidding documents. No hard copy is required Written confirmation of authorization are:[list acceptable confirmation of authorizations]

D. Submission of Bids

19.	22.2 (a)	Bids shall be submitted on EPADS Version-2 as per PPRA rules
20.	22.2 (b)	Title of the subject Procurement or Project name: <u>Procurement of (132kV ACSR Rail Conductor</u> <u>and No: Tender No. PMU-8/2026-27</u>
21.	23.1	The deadline for Bid submission is As specified on EPADS

E. Opening and Evaluation of Bids

22.	26.1	The Bid opening shall take place on EPADS at: Chief Engineer (Dev) PMU PESCO, PESCO H/Q Shami Road Peshawar As specified on EPADS
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31.	33.5 (f)	Operating and maintenance costs. Factors for calculation of the whole life cost: i) number of years for whole life cycle <i>as per NGC Specification</i> ii) operating costs <i>as per NGC Specifications/policy</i> iii) maintenance costs <i>as per NGC Specifications/policy</i> and iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. or Reference to the methodology specified in the Technical Specifications or elsewhere in the Bidding Documents.
32.	33.5 (g)	Performance and productivity of equipment. As Per NGC Specification/Policy/Rules
33.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. As per NGC/PESCO/WAPDA Specification/Policy
34.	33.6	Bid must be for full tender quantity and in case of Lot, the bid must be for full Lot quantity, less quantity will not be accepted. Evaluation and comparison of bids will be for whole quantity of tender/lot (if material is offered in Lots). Bids not covering the entire equipment included in the tender/lot shall be considered non-responsive and not considered for further comparison.
35.	34.1	a) Domestic preference to apply. Preference to domestic or national Bidders shall be provided in accordance with the policies of the Federal Government and/or in accordance with the regulations issued by the Authority (PPRA) from time to time.
F. Award of Contract		
36.	40.1	The invitation to tender is without engagement and the purchaser before placing the purchase order/ contract agreement reserves the rights: (i) To scrap the tender. (ii) To increase/decrease the quantity as specified on EPADS (iii) To delete any item. The purchaser may issue repeat orders not exceeding 15% of the original procurement as per PPRA rule.

37.	43.1	The Performance Security (or guarantee) shall be 10% of the contract price including GST
38.	43.2	The Performance Security (or guarantee) shall be in the form as specified on EPADS
39.	44.1	The Advance Payment if essential shall be limited to N/A
40.	44.2	Maximum amount of Advance payment shall be N/A
41.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

F. Review of Procurement Decisions

42.	49.1	The address of the Procuring Agency: Office of CE (Dev) PMU PESCO WAPDA H/Q Peshawar
		The address of PESCO Grievance Committee: Office of CE(P&E) PESCO H/Q Peshawar The Address of PPRA to submit a copy of grievance: Appellate Committee PPRA, Public Procurement Regulatory Authority 1st Floor, FBC Building, G-5/2, Islamabad, Pakistan

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

**SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL
SPECIFICATIONS**

SPECIFICATIONS- TECHNICAL PROVISIONS

S.No	Description of Goods	Specification
1		As per NGC relevant Specification (amended to date)

1. GENERAL

- 1.1 All design, equipment, materials and workmanship shall comply with and be tested in accordance with requirements of the specifications. Equipment or parts which are not covered by the specifications shall comply with rules, codes and regulations of the international electro-technical commission or approved National Standards bodies.
- 1.2 The general inlet of these specifications is to require the supply of equipment and materials equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacture, if made is only for the sake of comparison as to type, design, character or quality of the equipment and material desired and shall not be interpreted as eliminating other equipment and material of equal performance, quality and durability.

2. SPECIFICATIONS AND DRAWINGS.

- 2.1. The contract shall be executed in strict conformity with the specifications and / or drawings given or mentioned in this section and the supplier shall do no `Work` without proper specifications, instructions and / or drawings.
- 2.2 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa, it shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Engineer whose written explanation and/or clarification shall be obtained before proceeding with the work.
- 2.3 The supplier shall submit to the Engineer within 15 days of the issuance of the Letter of Acceptance, for approval of the Engineer, four (4) copies of all drawings, technical literature, data, operation and maintenance instruction books and/or manuals required under the specifications and such other documents as are required in the Technical Specifications or other provisions of the bidding documents or, if he deems necessary, require changes or modifications to be made therein, he shall return two copies to the Supplier marked "Approved", "Approved as Noted" or "Returned for Correction". Each drawing which is noted "Returned for Correction" shall be resubmitted to the Engineer after corrections.

Signature and seal of the
Manufacturer/Bidder

- 2.4 The Supplier shall allow 15 days for the Engineer's approval of drawings in his schedule of work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be the responsibility of the Supplier and no extension in time will be allowed on this account. Delays in obtaining approval caused by the Engineer beyond 15days will entitle the Supplier to an extension of time.
- 2.5 Approval by the Engineer does not relieve the Supplier of his responsibility to do the work in accordance with the Contract.
- 2.6 The Supplier shall be responsible for any discrepancies, errors or omissions in any drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer or not.
- 2.7 All drawings and documents furnished by the Supplier in accordance with the Contract shall become the property of the Purchaser.
- 2.8 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relates to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

3. LANGUAGE

- 3.1 All correspondence, literature, drawings, name plates, diagrams, applicable data, equipment details, instructions and maintenance books and manuals, spare parts books and descriptive data shall be in the English language.

Signature and seal of the
Manufacturer/Bidder

4. UNITS OF MEASUREMENT

- 4.1 All dimensions and units given by the Supplier in the Bid with its associated drawings and the Approval Drawings as submitted by the Supplier shall be in metric system and all reference to weights, measurements and quantities shall be in metric units.

5. TYPE TESTS/Prototype

- 5.1 The supplier shall supply valid type test reports from an independent testing laboratory accredited by STL or Any other reputed / recognized laboratory acceptable to NGC/WAPDA/ PESCO/PPMC with the bid for equipment offered as per NGC Type Testing Policy (Amended to date) and the non-provision of valid type test, the Bidder will be declared as Non-responsive.
- 5.1.1 For procurement of proprietary items (Industrial gases, Mineral oil & its Products, Office Furniture, Genuine Spare Parts of specific brands, all parts of existing machinery of Grid Station & Sub-Station from original manufacturer, T&P, Testing Equipment, Fire Fighting Equipment, etc.) type test report will not be required and material will be accepted on provision of (i) literature / brochure (ii) Factory Acceptance Test (iii) Visual Inspection with the following warranty and test certificate.
- 5.1.2 In case of Material/equipment and other applicable Items where prototype is required as per NGC policy (Amended to date), only the approval of prototype from NGC is required and shall be submitted with the Bidding documents.

6. Warranty

- 6.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 6.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 6.3 Unless otherwise specified in the PCC, A warranty to the effect that the goods offered conform exactly to the specifications laid down in this Contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications or not in conformity with the test certificate, you will be held responsible for all losses and that you agree to substitute the unacceptable goods with the acceptable goods at your risk and cost provided the above mentioned defects/deficiencies are noticed within 18 months from the date of installation/ commissioning or 24 months from the date of delivery of last consignment whichever is earlier.
- 6.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 6.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 6.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract

7. TEST CERTIFICATE

The firm will enclose with each consignment, manufacturer's test certificate in triplicate conforming that the goods offered conform to requirements of the tender and specification/literature / broucher provided with the equipment.

8. TECHNICAL SPECIFICATIONS.

The technical specification of equipment/material will be as per WAPDA / NGC specification amended to date.

Quality Determining Parameters:

As prescribed in ITB 35.2 and respective portion of Bid Data Sheet

