Standard Bidding Document

MM-25 REPAIR / RECLAMATION OF DISTRIBUTION TRANSFORMERS (25 KVA, 50 KVA, 100 KVA & 200 KVA) FOR MARDAN, CHARSADDA AND SHABQADAR
(Non-Consultancy Services)

National

Single Stage-One Envelope

September 16, 2026

Manager Material Management (Peshawar Electric Supply Company (PESCO)),Assistant
Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
Phone: +92-347-117-7117, Email: dm.mm@pesco.com.pk

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Manager Material Management (Peshawar Electric Supply Company (PESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Manager Material Management (Peshawar Electric Supply Company (PESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**MM-25 REPAIR / RECLAMATION OF DISTRIBUTION TRANSFORMERS (25 KVA, 50 KVA, 100 KVA & 200 KVA) FOR MARDAN, CHARSADDA AND SHABQADAR**" with the reference of **"P119821"**

2. The **Manager Material Management (Peshawar Electric Supply Company (PESCO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/119821**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, October 1, 2026 10:00 AM**. E-bids will be opened on the same day at **Thursday, October 1, 2026 10:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new

version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/.
A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-347-117-7117
dm.mm@pesco.com.pk

Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. **Fraudualent & Corrupt Practices**

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. **Eligible Bidders**

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severely liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or permitted.
The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, the bidder shall furnish, as part of itsbid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders’ representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. **Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. **Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS**,** it shall reject the bids.

27. **Correction of Errors**

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices 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, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. **Rejection of Bids**

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. **Single Responsive Bid**

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. **Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. **Procuring Agency’s Right to reject All Bids**

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. **Notification of Award**

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. **Signing of Contract**

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. **Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. **Corrupt & Fraudulent Practices**

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Manager Material Management (Peshawar Electric Supply Company (PESCO))**

The subject of procurement is: **MM-25 REPAIR / RECLAMATION OF DISTRIBUTION TRANSFORMERS (25 KVA, 50 KVA, 100 KVA & 200 KVA) FOR MARDAN, CHARSADDA AND SHABQADAR**

Expected commencement date: **Saturday, October 31, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P119821**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, September 25, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Manager Material Management (Peshawar Electric Supply Company (PESCO))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of:

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, October 1, 2026 10:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Thursday***

Date: ***Thursday, October 1, 2026***

Time *: **10:30 AM***

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievence against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN)

Eligibility Criteria	Document
Valid PEC Registration	Yes
Valid registration / enlistment certificate with PESCO / any DISCO for repair / reclamation of distribution transformers or similar electrical works.	Yes
Affidavit on non-judicial stamp paper confirming that the bidder is not blacklisted, debarred, suspended or disqualified by PESCO, any DISCO, WAPDA formation, NTDC, GENCO, Government, Semi-Government organization or public sector entity.	Yes
Relevant experience in transformer repair / reclamation (Bidder must upload copies of previous work orders / contracts for repair or reclamation of distribution transformers; list of clients with contact details; evidence of repair of 25 kVA, 50 kVA, 100 kVA and 200 kVA.)	Yes
Past performance and quality record (Satisfactory performance certificates from SE Operation/Field Store Manager/ Regional Manager (M&T); record of completed transformer repair quantities; evidence of timely completion/ delivery; warranty claim history; declaration of any terminated contracts, penalties, litigation or quality failures.)	Yes

Workshop ownership / control and physical repair facility (Proof of workshop ownership / lease / rent agreement; workshop address; layout plan; photographs; availability of repair bays, storage area, lifting/handling arrangements and safety arrangements; undertaking allowing PESCO to inspect the workshop before award or during contract execution.)	Yes
Annual and Monthly Repair Capacity (Annual and Monthly repair capacity statement for 25 kVA, 50 kVA, 100 kVA and 200 kVA transformers; production / repair record for previous similar works; details of repair bays, labour shifts and equipment capacity supporting the declared capacity.)	Yes
Machinery and equipment capability (Machinery and equipment list showing quantity, ownership / hired status and capacity supported per month; documents proving ownership / lease / hiring; details of winding machine, drying oven / drying arrangement, oil filtration plant, lifting arrangement, core handling tools, repair tools and allied workshop equipment (As per PPMC Criteria).)	Yes
Testing facilities and calibration (List of testing instruments and facilities; calibration certificates from PCSIR; details of BDV oil test set, insulation resistance tester / megger, turns ratio test set and any other routine test equipment required under the applicable PESCO / WAPDA / NTDC specifications. (As per PPMC Criteria))	Yes
Technical manpower and skilled labour (List of technical staff, supervisors, engineers, winders, fitters, electricians and store/material management staff; CNICs where required; qualification / experience details; appointment letters / payroll / engagement proof; declaration of availability of manpower for the full contract period. (As per PPMC Criteria))	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Lot Title : REPAIR / RECLAMATION OF DISTRIBUTION TRANSFORMERS (25 KVA, 50 KVA, 100 KVA & 200 KVA) FOR MARDAN, CHARSADDA AND SHABQADAR

Bid Security : 1009000 PKR

Position	Delivery Schedule	Quantity
Repair / Reclamation of 25 kVA Category A-4 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)	**Address:** Charsadda and Mardan **Schedule:** Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of full repair **Quantity:** 1/job	1/job
Repair / Reclamation of 50 kVA Category A-4 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)	**Address:** Charsadda and Mardan **Schedule:** Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of full repair **Quantity:** 1/job	1/job

Position	Delivery Schedule	Quantity
Repair / Reclamation of 100 kVA Category A-4 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)	**Address:** Charsadda and Mardan **Schedule:** Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of full repair **Quantity:** 1/job	1/job
Repair / Reclamation of 200 kVA Category A-4 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)	**Address:** Charsadda and Mardan **Schedule:** Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of full repair **Quantity:** 1/job	1/job
Repair / Reclamation of 25 kVA Category A-5 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)	**Address:** Charsadda and Mardan **Schedule:** Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of full repair **Quantity:** 1/job	1/job

Position	Delivery Schedule	Quantity
Repair / Reclamation of 50 kVA Category A-5 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)	**Address:** Charsadda and Mardan **Schedule:** Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of full repair **Quantity:** 1/job	1/job
Repair / Reclamation of 100 kVA Category A-5 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)	**Address:** Charsadda and Mardan **Schedule:** Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of full repair **Quantity:** 1/job	1/job
Repair / Reclamation of 200 kVA Category A-5 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)	**Address:** Charsadda and Mardan **Schedule:** Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of full repair **Quantity:** 1/job	1/job

Related Services :

No

Services Specifications

Lot Title : REPAIR / RECLAMATION OF DISTRIBUTION TRANSFORMERS (25 KVA, 50 KVA, 100 KVA & 200 KVA) FOR MARDAN, CHARSADDA AND SHABQADAR

Position: Repair / Reclamation of 25 kVA Category A-4 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)

Specifications / Requirements:

As per relevant NTDC Specification amended up to date

Position: Repair / Reclamation of 50 kVA Category A-4 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)

Specifications / Requirements:

As per relevant NTDC Specification amended up to date

Position: Repair / Reclamation of 100 kVA Category A-4 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)

Specifications / Requirements:

As per relevant NTDC Specification amended up to date

Position: Repair / Reclamation of 200 kVA Category A-4 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)

Specifications / Requirements:

As per relevant NTDC Specification amended up to date

Position: Repair / Reclamation of 25 kVA Category A-5 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)

Specifications / Requirements:

As per relevant NTDC Specification amended up to date

Position: Repair / Reclamation of 50 kVA Category A-5 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)

Specifications / Requirements:

As per relevant NTDC Specification amended up to date

Position: Repair / Reclamation of 100 kVA Category A-5 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)

Specifications / Requirements:

As per relevant NTDC Specification amended up to date

Position: Repair / Reclamation of 200 kVA Category A-5 Distribution Transformer (Item repair details are provided in the Price Schedule in the Annexure.)

Specifications / Requirements:

As per relevant NTDC Specification amended up to date

Scope of Work

The contract covers the repair and reclamation of distribution transformers of 25 kVA, 50 kVA, 100 kVA, and 200 kVA ratings. The detailed scope of work, technical requirements, procedures, and specifications are provided in the Technical Provisions in Annexure, which shall form an integral part of the bidding documents

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**
The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**
The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Manager Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Supplier is:

The title of the subject procurement is:MM-25 REPAIR / RECLAMATION OF DISTRIBUTION TRANSFORMERS (25 KVA, 50 KVA, 100 KVA & 200 KVA) FOR MARDAN, CHARSADDA AND SHABQADAR

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Manager Material Management (Peshawar Electric Supply Company (PESCO)), Assistant
Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-347-117-7117
dm.mm@pesco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Manager Material Management (Peshawar Electric Supply Company (PESCO)), Assistant
Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-347-117-7117
dm.mm@pesco.com.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ………………….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.07%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

Described in detail in Technical Provision in Annexture

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer’s or Supplier’s Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier’s Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator’s fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P119821***

To: **Manager Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of __________ 20_____ between **Manager Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **MM-25 REPAIR / RECLAMATION OF DISTRIBUTION TRANSFORMERS (25 KVA, 50 KVA, 100 KVA & 200 KVA) FOR MARDAN, CHARSADDA AND SHABQADAR (*P119821*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

   1. This form of Contract;
   2. the Form of Bids and the Price Schedule submitted by the Bidder;
   3. the Schedule of Requirements;
   4. the Technical Specifications;
   5. the Special Conditions of Contract;
   6. the General Conditions of the Contract;
   7. the Procuring Agency's Letter of Acceptance; and
   8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the

provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **Manager Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date}

Annexure

Instructions_Scope of Work_Eligiblity Criteria_Technical Responsiveness_and_ Other Terms and Conditions

Information (Read-Only)

See Form Under Additional Forms and Documents: **Instructions_Scope of Work_Eligiblity Criteria_Technical Responsiveness_and_ Other Terms and Conditions** (page number: 75)

Bidder Information Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder Information Form** (page number: 88)

Bid Security Form

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bid Security Form** (page number: 89)

Example of Filling Price Schedule and Calculating Net Weighted Evaluated Price

Information (Read-Only)

See Form Under Additional Forms and Documents: **Example of Filling Price Schedule and Calculating Net Weighted Evaluated Price** (page number: 91)

Price Schedule Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule Form** (page number: 93)

CAPACITY DECLARATION FORM

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **CAPACITY DECLARATION FORM** (page number: 96)

CURRENT WORK-IN-HAND STATEMENT

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **CURRENT WORK-IN-HAND STATEMENT** (page number: 97)

Machinery, Equipment and Manpower Details

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Machinery, Equipment and Manpower Details** (page number: 98)

Declaration Regarding Use of Prime Material

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Declaration Regarding Use of Prime Material** (page number: 99)

Procurement Forms

Additional Forms and Documents

REPAIR / RECLAMATION OF DISTRIBUTION TRANSFORMERS FOR MARDAN, CHARSADDA AND SHABQADAR

Table of Contents

1. Purpose and Applicability of the Document

This document defines the technical scope, repair and reclamation basis, bidder eligibility requirements, capacity assessment method, inspection and testing mechanism, payment, warranty obligations, price schedule, evaluation sequence and award mechanism for the repair / reclamation of damaged distribution transformers issued by PESCO to approved workshops / contractors for Mardan, Charsadda and Shabqadar, subject to mandatory eligibility, technical responsiveness and verified repair capacity requirements set out in this document.

2. Key Procurement Data Sheet

Procuring Agency	Peshawar Electric Supply Company (PESCO)
Name of Work	Repair / reclamation of damaged distribution transformers for Mardan, Charsadda and Shabqadar
Transformer Ratings	25 kVA, 50 kVA, 100 kVA and 200 kVA
Contract Type	Framework contract / rate contract
Contract Period	One (01) year from issuance / signing, further extendable as per PESCO requirement and satisfactory performance of concerned SE Operation / Field Store Manager / Regional Manager (M&T) PESCO
Evaluation Basis	Lowest evaluated technically and commercially responsive bidder, subject to mandatory eligibility, verified available annual and monthly repair capacity and existing work-in-hand adjustment.
Capacity Buffer	Minimum 1.20 times the tentative annual damaged transformer quantity and peak-month damaged transformer quantity set out in this document.

3. Area of Work and Collection / Delivery Point

This Contract covers the repair / reclamation of damaged distribution transformers for Mardan, Charsadda and Shabqadar. Damaged transformers shall be collected from, and reclaimed transformers shall be returned to, the designated PESCO stores at Charsadda and Mardan, subject to the requirements of the bidding document, mandatory prequalification / registration, technical responsiveness and verified repair capacity.

Award of this Contract shall remain subject to PESCO's verification of the bidder's available annual and monthly repair capacity, existing work-in-hand, workshop capability, manpower, machinery, testing arrangements, past performance and financial / operational capacity.

4. Definitions and Interpretation

Term	Meaning
Bidder / Workshop / Contractor	A firm, workshop or repair facility participating in the tender and, upon award, responsible for collection, inspection, repair, testing and return of transformers.
Pre-qualified Workshop	A workshop possessing valid documentary evidence of prequalification / registration / enlistment with PESCO / any DISCO for transformer repair / reclamation or related work.
Distribution Transformer	A 25 kVA, 50 kVA, 100 kVA, 200 kVA or other transformer rating included in the price schedule and issued by PESCO for repair / reclamation.
Joint Pre-Repair Inspection	Opening and detailed examination of a damaged transformer by authorized representatives of PESCO and the contractor before repair, resulting in a signed defect / shortage / repair scope record.

Term	Meaning
Verified Capacity	Repair capacity accepted by PESCO after review of documents, workshop facility, equipment, manpower, testing arrangements, past performance and work-in-hand commitments.
Existing Work in Hand	Uncompleted transformer repair workload or other relevant contractual commitments already held by the bidder at the time of evaluation / pre-award verification.
Lowest Evaluated Responsive Bidder	The technically and commercially responsive bidder offering the lowest evaluated price in accordance with the bidding document, subject to capacity verification and competent authority approval.
Tentative Annual Damaged Quantity	Estimated annual quantity of damaged transformers of each rating expected to be repaired under this Contract during the contract period (Based on PESCO historical data).
Peak-Month Damaged Quantity	Highest monthly damaged transformer quantity of each rating under this Contract, based on historical damage record, field requirement or tentative repair plan (Based on PESCO historical data).
Minimum Required Annual Repair Capacity	Tentative Annual Damaged Quantity multiplied by 1.20.
Minimum Required Monthly Repair Capacity	Peak-Month Damaged Quantity multiplied by 1.20.
Verified Available Annual Repair Capacity	Verified Annual Repair Capacity minus Annual Existing Work-in-Hand and Annual Capacity Already Recommended / Awarded.
Verified Available Monthly Repair Capacity	Verified Monthly Repair Capacity minus Monthly Existing Work-in-Hand and Monthly Repair Capacity Already Recommended / Awarded.

5. Scope of Work

The scope applies to damaged distribution transformers issued by PESCO during the contract period. The contractor shall perform the complete cycle of work, including collection, transportation, receipt documentation, joint opening inspection, repair / reclamation, replacement of approved defective parts, drying oven, oil filtration / filling, assembly, routine testing, transportation and return delivery to the designated PESCO store / receiving point.

6. Repair Basis, Fixed Rates, Rate Analysis and Billing Principle

The bidder shall quote fixed repair rates separately for each transformer rating and repair category listed in the price schedule. The quoted rates shall remain firm and final for the contract period and shall be deemed to include all labour, tools, machinery usage, testing, handling, loading / unloading, transportation, overheads, profit, risks, applicable taxes / duties and all activities required for successful execution of repair work, unless the final bidding document provides otherwise.

No additional item, material claim, shortage claim, hidden damage claim or extra repair charge shall be admissible unless the defect, shortage or additional requirement is recorded in the joint pre-repair inspection report and approved in writing by the competent PESCO representative before repair work is executed.

The bidder shall enclose a rate analysis of the cost of material for A-4 and A-5 type transformers separately, along with the relevant price schedule form. Variation in repair cost depends upon the availability of dismantled material in damaged transformers. Repair cost may increase where dismantled material is found short, deficient or nil, subject to written approval and the controlling joint inspection record.

7. Mandatory Eligibility Criteria and Supporting Documents

The following eligibility criteria shall be mandatory and shall be evaluated on a Pass / Fail basis. A bidder failing to meet any mandatory eligibility requirement, or failing to submit the required supporting documents, may be declared non-responsive.

PESCO may verify any document, certificate, declaration, capacity statement, work order, performance certificate, financial record, workshop facility, machinery, testing arrangement, manpower record or other information submitted by the bidder. Submission of false, misleading, incomplete, exaggerated or unverifiable information may result in rejection of the bid, forfeiture of bid security / performance guarantee, blacklisting and any other action permissible under the bidding document and applicable under PPRA rules.

Sr.	Eligibility Requirement	Documents Required in Support
1	Registration with PEC	Valid PEC Registration
2	Valid registration for transformer repair / reclamation	Valid registration / enlistment certificate with PESCO / any DISCO for repair / reclamation of distribution transformers or similar electrical works.
3	Tax registration and active taxpayer status	NTN certificate; Sales Tax Registration Number, latest Active Taxpayer List status; KPRA registration
4	Non-blacklisting / non-debarment	Affidavit on non-judicial stamp paper confirming that the bidder is not blacklisted, debarred, suspended or disqualified by PESCO, any DISCO, WAPDA formation, NTDC, GENCO, Government, Semi-Government organization or public sector entity.
5	Relevant experience in transformer repair / reclamation	Copies of previous work orders / contracts for repair or reclamation of distribution transformers; list of clients with contact details; evidence of repair of 25 kVA, 50 kVA, 100 kVA and 200 kVA.
6	Past performance and quality record	Satisfactory performance certificates from SE Operation/Field Store Manager/ Regional Manager (M&T); record of completed transformer repair quantities; evidence of timely completion/ delivery; warranty claim history; declaration of any terminated contracts, penalties, litigation or quality failures.
7	Workshop ownership / control and physical repair facility	Proof of workshop ownership / lease / rent agreement; workshop address; layout plan; photographs; availability of repair bays, storage area, lifting/handling arrangements and safety arrangements; undertaking allowing PESCO to inspect the workshop before award or during contract execution.
8	Annual and Monthly Repair Capacity	Annual and Monthly repair capacity statement for 25 kVA, 50 kVA, 100 kVA and 200 kVA transformers; production / repair record for previous similar works; details of repair bays, labour shifts and equipment capacity supporting the declared capacity.
9	Machinery and equipment capability	Machinery and equipment list showing quantity, ownership / hired status and capacity supported per month; documents proving ownership / lease / hiring; details of winding machine, drying oven / drying arrangement, oil filtration plant, lifting arrangement, core handling tools, repair tools and allied workshop equipment (As per PPMC Criteria).
10	Testing facilities and calibration	List of testing instruments and facilities; calibration certificates from PCSIR; details of BDV oil test set, insulation resistance tester / megger, turns ratio test set and any other routine test equipment required under the applicable PESCO / WAPDA / NTDC specifications. (As per PPMC Criteria)
11	Technical manpower and skilled labour	List of technical staff, supervisors, engineers, winders, fitters, electricians and store/material management staff; CNICs where required; qualification / experience details; appointment letters / payroll / engagement proof; declaration of availability of manpower for the full contract period. (As per PPMC Criteria)

Sr.	Eligibility Requirement	Documents Required in Support
12	Bid security	Bid security as specified in this document.

Minimum Eligibility Notes:

- The bidder must demonstrate that its verified available annual and monthly repair capacity is equal to or greater than the required capacity set out in this document.
- If the verified available capacity of the lowest evaluated responsive bidder is insufficient for the required quantity, the work shall not be awarded to that bidder. PESCO may consider the next lowest evaluated technically and commercially responsive bidder, subject to the same eligibility, technical, commercial and capacity verification requirements.
- PESCO reserves the right to reject unsupported, exaggerated, incomplete or unverifiable eligibility / capacity claims and to seek clarification or additional documentary evidence without changing the substance of the bid.

8. Technical Responsiveness and Minimum Repair Capability

A bidder shall be considered technically responsive only if it demonstrates, to the satisfaction of PESCO, that it has adequate repair facilities, qualified personnel, testing arrangements, operational capacity, previous relevant experience and ability to repair and return the required quantity of transformers within the contract period.

- Suitable workshop or repair facility with sufficient repair bays, storage space, lifting arrangements and safe handling arrangements.
- Tools and equipment for dismantling, winding, drying oven, oil filtration, assembly and routine testing of distribution transformers.
- Qualified technical staff, supervisors and skilled labour capable of handling the transformer ratings covered by this document.
- Documented previous experience of repairing distribution transformers of comparable ratings.
- Capacity to collect damaged transformers, undertake joint inspection, complete repair, perform tests and return repaired transformers within stipulated delivery periods.
- Financial and operational ability to maintain required materials, consumables, manpower and machinery throughout the contract period.
- Availability of a record-keeping system for receipt, inspection, repair, testing, delivery, rejected items and warranty / defect tracking.
- The bidder's technical responsiveness shall be determined on the basis of documentary evidence and, where deemed necessary by PESCO, physical verification of the declared workshop, repair bays, machinery, testing facilities, manpower, material storage, safety arrangements, production records and current work-in-hand. Mere declaration of capacity shall not be sufficient unless supported by verifiable documents and actual workshop resources.

9. Tentative Damage Quantities and Minimum Annual and Monthly Repair Capacity Requirements

Each bidder shall demonstrate sufficient verified repair capacity for this Contract. Capacity shall be assessed separately on an annual basis and on a monthly basis against the peak-month damaged quantity, both rating-wise and total quantity-wise for 25 kVA, 50 kVA, 100 kVA and 200 kVA distribution transformers.

The minimum required annual repair capacity shall be calculated as follows:

Minimum Required Annual Repair Capacity = Tentative Annual Damaged Quantity × 1.20

The minimum required monthly repair capacity shall be calculated as follows:

Minimum Required Monthly Repair Capacity = Peak-Month Damaged Quantity × 1.20

For the purpose of this clause, Peak-Month Damaged Quantity means the highest monthly damaged transformer quantity under this Contract, based on PESCO's historical damage record, current field requirement, or tentative monthly repair plan.

For avoidance of doubt, the peak month refers to the damage quantity/load only. The bidder's capacity shall be stated and verified as annual repair capacity and monthly repair capacity. The monthly repair capacity must be sufficient to cover the Peak-Month Damaged Quantity after applying the 1.20 capacity buffer.

Capacity assessment shall be carried out separately for each transformer rating and also on total basis. A bidder shall be required to satisfy both the rating-wise capacity requirement and the total capacity requirement.

All fractional capacity values resulting from application of the 1.20 multiplier shall be rounded upward to the next whole transformer.

The minimum required annual repair capacity against the tentative annual damaged quantity, and the minimum required monthly repair capacity against the tentative peak-month damaged quantity, are set out below.

A bidder shall be eligible to qualify for this Contract only if it satisfies both the minimum required annual repair capacity and the minimum required monthly repair capacity prescribed below.

Rating	Tentative Annual Damaged Quantity	Minimum Required Annual Repair Capacity	Tentative Peak-Month Damaged Quantity	Minimum Required Monthly Repair Capacity
25 kVA	51	62	5	6
50 kVA	356	428	34	41
100 kVA	309	371	30	36
200 kVA	293	352	28	34
Total	1009	1213	97	117

A bidder failing to meet either the minimum required annual repair capacity or the minimum required monthly repair capacity, whether rating-wise or total-wise, shall not be considered eligible for award of this Contract.

10. Pre-Award Verification of Annual and Monthly Available Repair Capacity

Before award recommendation, PESCO shall verify whether the lowest evaluated technically and commercially responsive bidder has sufficient available repair capacity, both on an annual basis and on a monthly basis against the peak-month damaged quantity, for this Contract.

The verification shall include examination of the bidder's declared capacity, previous repair record, workshop facility, repair bays, winding machines, drying oven / drying arrangement, oil filtration plant, lifting and handling arrangements, testing equipment, calibrated instruments, qualified manpower, existing work-in-hand, capacity already recommended or awarded, past performance, warranty record, financial resources and operational readiness.

The bidder's verified available annual repair capacity shall be calculated as follows:

Verified Available Annual Repair Capacity = Verified Annual Repair Capacity − Annual Existing Work-in-Hand − Annual Capacity Already Recommended / Awarded

The bidder's verified available monthly repair capacity shall be calculated as follows:

Verified Available Monthly Repair Capacity = Verified Monthly Repair Capacity − Monthly Existing Work-in-Hand − Monthly Capacity Already Recommended / Awarded

For verification purposes, PESCO may determine the bidder's verified repair capacity on the basis of the lowest justifiable capacity supported by the bidder's declared capacity, documentary evidence, actual workshop resources, machinery and equipment capability, skilled manpower, past performance, production record and inspection findings.

A bidder failing either the annual repair capacity requirement or the monthly repair capacity requirement shall not be considered eligible for award of this Contract.

PESCO may seek clarification, supporting documents, workshop inspection, production records, work orders, completion certificates, manpower records, machinery evidence, calibration certificates and financial documents for capacity verification. However, no clarification shall be allowed to change the substance of the bid or to create new capacity not supported by the bid documents and verifiable record.

11. Inspection, Repair, Testing and Acceptance Mechanism

11.1 Inspection

- Written notice shall be given to PESCO by the firm when the transformer against the work order is ready for inspection. All reasonable facilities, as provided in the specifications or followed by the industry or trade in general, shall be afforded to the Inspecting Officer at the contractor's expense for carrying out inspection. Inspection charges @0.5% shall be deducted from repair bills, in addition to the provision of all facilities to inspectors.
- All routine tests mentioned in the SOP shall also be carried out by the concerned firm at its own cost before offering the transformers for inspection.
- A record in this regard shall be maintained and will be produced to PESCO inspectors on demand.
- All repaired transformers shall be visually inspected by checking the following parts: HT / LT connector, HT / LT bushing, level and condition of oil, oil-level gauge and transformer paint.
- 100% inspection of reclaimed transformers shall be carried out by PESCO representatives as per the SOP for testing and acceptance of repaired transformers.
- All routine tests specified in the specification shall be carried out as per Specification No. DDS-84:2020 (as amended to date), with the following losses:

S#	Capacity of Transformers	Amendment No.4 – Iron Loss (Watts)	Amendment No.4 – Copper Loss (Watts)	Amendment No.5 – Iron Loss (Watts)	Amendment No.5 – Copper Loss (Watts)
1.	25 kVA	123	640	98	512
2.	50 kVA	175	1170	140	936
3.	100 kVA	310	2020	248	1616
4.	200 kVA	495	3410	396	2728

- A 15% tolerance is allowed on individual core and copper losses, subject to the condition that total losses (core and copper) shall not exceed the specified total losses, including 10% tolerance. Fresh oil used for replacement shall conform to IEC 296 specifications. Dehydrated oil shall withstand the standard voltage without breakdown.
- Oil-level indication glass shall be 100% replaced.
- The interior of each transformer shall be painted with red oxide paint of M/s Dulux, Berger or Buxly.
- The exterior of each transformer shall be spray painted in gray with enamel paint of M/s Dulux, Berger or Buxly. Four (04) tubes shall be painted for identification, in addition to "RECLAIMED kVA" in bold white stencil on the transformer body.

11.2 Collection and Receipt

The contractor shall collect damaged transformers from the designated PESCO store, workshop or delivery point stated in the work order. A receipt record shall be prepared at the time of handing over, showing transformer rating, serial number, location, visible condition and accessories available at the time of transfer.

11.3 Joint Pre-Repair Damage Inspection

Each transformer shall be opened and jointly inspected by the contractor's representative and an authorized PESCO representative before repair. The joint pre-repair inspection report shall record the condition of windings, core, tank, oil, bushings, terminals, studs, tubes/fins and any missing or damaged accessories. No repair item shall be treated as payable or claimable unless recorded in the joint pre-repair inspection report and approved by the competent PESCO representative.

11.4 Repair Execution

Repair work shall be carried out strictly according to the approved inspection record, technical specifications and applicable standards stated in the bidding document. The contractor shall not substitute material, omit required repair, reuse unsuitable material or undertake unauthorized repair scope without written approval of PESCO.

11.5 Acceptance

After repair, each transformer shall be tested in the presence of the authorized PESCO representative or as otherwise permitted in writing. The transformer shall not be accepted until it passes the required routine tests and the test results are recorded and signed. Failed transformers shall be rectified by the contractor without additional cost where the failure is attributable to deficient repair, workmanship or material supplied by the contractor.

12. Materials, Workmanship and Quality Assurance

All repair / reclamation work shall be performed using suitable materials, workmanship and processes conforming to the technical specifications, approved inspection record, manufacturer's requirements where applicable and PESCO acceptance criteria. The contractor shall ensure that replaced parts, insulating materials, winding material, transformer oil, gaskets, bushings and accessories are suitable for the transformer rating and service conditions.

- The prime material, including new enameled copper wire and allied material, shall conform to WAPDA Specification No. DDS-84:2020, amended to date, or the applicable specification stated in the final bidding document.
- HT winding copper, once declared overheated or damaged during joint inspection, shall not be reused.
- Transformer oil shall be filtered / treated and tested as required by the technical specifications and approved test procedure.
- Reused components shall only be used where technically serviceable and accepted by PESCO.
- Rejected, defective or unsuitable materials shall not be installed in any repaired transformer.
- PESCO may conduct inspection at any stage of repair, testing, storage or delivery.

13. Retention of Dismantled Material and PESCO Benchmark

1. The firm / workshop may be allowed to retain dismantled / unserviceable material such as copper, core, bushing rods, nut bolts, other scrap material and unserviceable transformer oil. The value of such material shall be credited in the repair cost bill of each transformer as per the Joint Inspection Committee report at prevailing market rate, or as otherwise stated in the approved contract.
2. Joint inspection shall be carried out by representatives of M&T / Regional Store / Field Store / Sub-Division and the representative of the Workshop / Firm. The committee shall prepare a complete inventory of the damaged transformer to ascertain its condition and available material.
3. Damaged distribution transformers received for repair in workshops may be of different makes, including Climax, PEL, T-Pak, Siemens, Chinese makes, and others, and may vary in specifications and design under the A-4 and A-5 categories. To ensure uniformity, transparency and consistency in repair cost assessment, PESCO has prepared a benchmark showing the average quantity-wise material used in A-4 and A-5 type transformers. The said PESCO Benchmark is reproduced below:

Name of Material	25 kVA – A4	25 kVA – A5	50 kVA – A4	50 kVA – A5	100 kVA – A4	100 kVA – A5	200 kVA – A4	200 kVA – A5
Average Weight of HT Winding (Copper) in kg	19	28	30	39	42	61	66	94
Average Weight of LT Winding (Copper) in kg	13	14	19	21	29	36	51	61
Average Quantity of Transformer Oil in Liter	80	64	120	105	180	142	290	240

Name of Material	25 kVA – A4	25 kVA – A5	50 kVA – A4	50 kVA – A5	100 kVA – A4	100 kVA – A5	200 kVA – A4	200 kVA – A5
Average Weight of T/Former Core	90	82	115	99	175	185	290	330

4. After approval of the average lowest rate of A-4 and A-5 type transformers, firms shall prepare repair cost bills for A-4 and A-5 type transformers separately according to PESCO benchmark quantities to avoid audit objections. If any discrepancy or lower material usage is pointed out later, recovery may be made and blacklisting proceedings may be initiated as per applicable rules and contract conditions.
5. In order to maintain the quality of repair of damaged transformers, all workshops shall be strictly prohibited from reusing or utilizing HT winding copper once it has been declared overheated, damaged, burnt or unserviceable in the Joint Inspection Report.
6. In order to control and rationalize the repair cost of reclaimed transformers, where more than 20% material, particularly copper used in HT / LT windings, is found short or deficient as per the Joint Inspection Committee Report, written approval of the competent authority shall be required before allowing repair of such transformers.
7. During joint inspection, if the LT winding is found to be of corrugated sheet / flat type, or is found damaged / blasted due to heavy short circuit, only 6% wastage / rectification repair charges along with paper insulation charges shall be admissible for such transformers, strictly in accordance with the Joint Inspection Committee Report.
8. In case of partial repair, the firm shall be entitled to claim only 50% of the allied material charges.
9. The prime material, including new enameled copper wire and other allied material required for the repair of transformers, shall conform to WAPDA Specification No. DDS-84:2020, as amended from time to time.
10. The firm shall repair damaged transformers on a First-In-First-Out (FIFO) basis. Furthermore, damaged transformers shall be repaired on priority within the stipulated time period mentioned below. However, in exceptional cases, PESCO may issue specific instructions for repair of a particular transformer capacity in accordance with the requirement of field formations.
11. Damaged transformers shall be repaired within 10 days in case of partial repair and within 15 days in case of full repair, counted from the date of receipt of the damaged transformer at the workshop. The repair period shall be treated as an essential condition of the contract.
12. PESCO reserves the right to cancel the work order at any time, without assigning any reason, if the performance of the firm or the quality of material / workmanship is found unsatisfactory.
13. For proper record maintenance, the workshop / firm shall maintain a complete record of each transformer, including receipt, issue, repair, inspection and delivery details. The record shall be maintained in computerized form and shall be provided to PESCO on a weekly basis in both hard and soft form. The hard copy shall be duly signed by the owner / authorized representative of the workshop and the concerned Field Store Manager, and shall be submitted to the office of COO PESCO.

For transparency and to avoid any misappropriation of valuable PESCO assets, the concerned workshop shall maintain a complete receipt / issue register of all transformers received for repair and returned after reclamation.

TRANSFORMER RECEIPT / ISSUE REGISTER

S.No	Receipt Date	S.R No	Date	kVA	T/F No	Make	Issue Gate Pass No	GRN No	Repair Cost

14. Delivery Period, Records and Transformer Register

Delivery shall be on an FCS basis to PESCO stores; i.e., the damaged transformer shall be collected by the firm and the reclaimed transformer shall be returned to the same store on an FCS basis. Free transportation both ways shall be provided by the firm.

Damaged T/F must be repaired within ten (10) days in case of partial repair and within fifteen (15) days in case of complete repair. The time period for LD charges shall start from the date of receipt / joint inspection of the damaged T/F and shall continue until final inspection / issuance of Inspection Certificate (IC) at the workshop. The repair period is an essential condition of the contract. If the firm fails to repair within the stipulated partial or full repair period, liquidated damages at 2% per month, up to a maximum of 10% for delayed / undelivered transformers, shall be recovered in accordance with the contract.

15. Bid Security, Performance Guarantee and Retention

The tender must be accompanied by a bid security of PKR 1,009,000.00, in the form of a CDR or Bank Guarantee issued by a scheduled bank of Pakistan, in favor of Chief Executive Officer PESCO Peshawar. The bid security shall remain valid for one hundred and twenty (120) days after the date of tender opening.

The performance guarantee shall be furnished in the form of a Bank Guarantee / CDR amounting to PKR 2,522,500.00. The performance guarantee shall remain valid for twelve (12) months after completion of supply / contract obligations and shall be issued by a scheduled bank of Pakistan having the required rating, in favour of the Chief Executive Officer, PESCO, Peshawar.

PESCO may retain ten percent (10%) of repair bills as retention amount. The retained amount may be released after three (03) months, subject to no-pendency certificate from the concerned Field Store Manager and certification that no transformer is pending for repair at the workshop, subject to the final contract conditions.

16. Warranty and Defect Liability

The warranty period for reclaimed transformers shall be twelve (12) months for complete or partial repair. If the repaired / replaced leg or any repair item fails during the warranty period due to deficient repair, workmanship or material supplied by the contractor, the contractor shall repair the transformer free of cost within ten (10) days, or within the period directed by PESCO.

For acceptance of such warranty repairs, all routine tests shall be carried out to confirm suitability for further use. If the rate of damaged transformers under warranty exceeds fifteen percent (15%) quarterly from issuance of work order, PESCO may recommend cancellation of work order / registration / prequalification of the concerned workshop by the competent authority, without prejudice to other remedies.

The firm shall furnish a warranty certificate confirming that the reclaimed transformers conform fully to the specifications laid down in the contract and that the firm / workshop shall be responsible for losses arising from defects attributable to repair, workmanship or contractor-supplied materials. If a repaired transformer fails during the warranty period, a representative of the concerned firm shall participate in the committee constituted to ascertain the cause of failure.

17. Payment Clause and Required Documents

Ninety percent (90%) payment shall be processed through Finance Director PESCO Peshawar / concerned office as per SOP and budget head, duly supported by consignee certificate of satisfactory operation and fulfilment of all codal formalities. The workshop shall prepare and submit repair bills to the concerned field store / regional store for verification / pre-audit with reference to the work order and joint inspection report.

The following documents shall be provided with each bill:

- Bill in triplicate, clearly mentioning NTN No. and KPRA / KPPRA No., where applicable.
- Copy of work order.
- Warranty certificate.
- Certificate that the bill amount has not been claimed or received earlier.
- Joint Inspection Report of damaged transformer duly signed by the Joint Inspection Committee.
- Store Requisition (SR) for damaged jointly inspected transformers handed over to the firm for repair.
- Inspection Certificate (IC) of reclaimed transformers duly signed by authorized PESCO officer.
- GRN / MRN confirming handing over of reclaimed transformers to concerned PESCO Regional Store / Field Store.
- Sale Tax/ KPRA Tax documents
- Sale / KPRA Tax invoice as per GRN, Sale/ KPRA tax return cum payment challan.

- Affidavit on non-judicial stamped paper that the paid challan number includes the sale tax / KPRA invoice.
- Professional Tax paid certificate.

The bill submitted by the workshop shall either be passed or rejected by the competent authority within the stipulated period, subject to completion of verification and codal formalities. Objections, where any, shall be raised in a consolidated manner. The remaining ten percent (10%) balance may be released after three (03) months from expiry / completion of the work order subject to no-pendency certificate from the concerned Field Store Manager. Partial deliveries and part payments are allowed where accepted by PESCO.

18. Evaluation and Award Mechanism

This Contract shall be considered for award to the lowest evaluated technically and commercially responsive bidder quoting the lowest Net Weighted Evaluated Price calculated in accordance with the Price Schedule, subject to mandatory eligibility, bid security compliance, technical responsiveness, commercial responsiveness, verified available annual repair capacity, verified available monthly repair capacity and approval of the competent authority. Bidders must enter the Net Weighted Evaluated Price in the designated price field on EPADs. A bidder who fails to submit the Net Weighted Evaluated Price in the price field on EPADS shall be treated as non-responsive.

Before final award recommendation, PESCO shall verify the bidder's available annual and monthly repair capacity by examining the bidder's declared capacity, verified repair capacity, existing work-in-hand, capacity already recommended / awarded, workshop capability, repair bays, manpower, machinery, testing arrangements, past performance, warranty record, financial / operational resources and the annual and monthly repair capacity requirement of this Contract.

A bidder shall not be recommended for award unless its verified available annual repair capacity and verified available monthly repair capacity are equal to or greater than the minimum required capacity, both rating-wise and total-wise.

The lowest quoted price alone shall not create any vested right of award. PESCO may proceed to the next lowest evaluated technically and commercially responsive bidder if the work cannot be awarded to the lowest evaluated bidder due to insufficient verified capacity, non-responsiveness, failure of verification or any other disqualifying condition stated in the bidding document.

19. Non-Responsive or Disqualifying Conditions

- Failure to meet mandatory prequalification / registration requirement with PESCO / DISCO / WAPDA formation.
- Failure to submit requisite bid security / earnest money.
- Conditional tender or material deviation from tender conditions.
- Blacklisting, debarment or suspension by PESCO, any DISCO, WAPDA formation, Government, Semi-Government organization or public sector entity.
- Non-compliance with tax registration / active taxpayer or KPRA registration requirements, where applicable.
- Cartel formation, collusion or any conduct attracting action under applicable procurement law and contract conditions.
- Failure to meet rating-wise annual capacity for any transformer rating required under this Contract.
- Failure to meet rating-wise monthly repair capacity for any transformer rating required under this Contract.
- Failure to meet total annual or total monthly repair capacity of this Contract.
- Claiming the same workshop, repair bays, machinery, testing facilities or manpower by more than one bidder without disclosure and acceptance by PESCO.
- Refusal or failure to permit physical verification of declared workshop and resources.
- Unauthorized subcontracting or proposed use of undeclared workshop.
- Failure to submit verifiable work-in-hand details rating-wise and month-wise.
- Refusal to permit PESCO to verify workshop facility, machinery, manpower, testing arrangements or production capacity.
- Submission of exaggerated, unsupported or unverifiable capacity claims.

20. Single Workshop Capacity Cannot Be Double-Counted

- The same workshop, machinery, manpower, testing facility or repair bay capacity shall not be claimed by more than one bidder unless legally and operationally justified to the satisfaction of PESCO. Any duplicated or overlapping capacity claim may be rejected.

21. No Unauthorized Subcontracting

- The successful bidder shall not subcontract, assign or transfer the repair work or use another workshop without prior written approval of PESCO. Unauthorized subcontracting shall be treated as material breach of contract.

22. Rights of PESCO and Governing Law

PESCO reserves the right to verify bidder-declared capacity, inspect repair facilities, review existing commitments, seek clarifications, reject unsupported claims, limit award according to proven annual and monthly repair capacity and proceed to the next lowest evaluated responsive bidder where the lowest evaluated bidder lacks sufficient available capacity for this Contract.

FORM 1: BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: ____________________________.

Tender No.: ____________________________.

Page__________of_________pages

1. Bidder's Name *[**M/s.** ____]*
2. In case of JV, legal name of each member: *[___________________________________ ____]*
3. Bidder's actual or intended country of registration: *[___________________________]*
4. Bidder's year of registration: *[____]*
5. Bidder's Address in country of registration: *[__________________________________ ____]*
6. Bidder's Authorized Representative Information Name: [____] Address: *[____]* Telephone/Fax numbers: *[____]* Email Address: *[____]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ Establishing that the Bidder is not under the supervision of the Procuring Agency

Stamp & Signature of Bidder

FORM 8: BID SECURITY FORM (Bank Guarantee)

(Original Bid Security Instrument MUST be submitted in the office of Manager (MM) PESCO before the online submission deadline of the bid, otherwise respective bid shall not be opened)

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Chief Executive Officer PESCO

Tender No.________________________

Amount (PKR): __________ (in words ____)

Issue Date: ________________.

Expiry Date: _______________.

BID SECURITY No.: ____.

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") has submitted to you its bid dated ***[insert date]*** (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Notice for Invitation of Tender No***. [insert NIT number]***

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures] [insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

(c) does not accept the corrections of errors in accordance with ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) **twenty eight (28) days** after the expiration of the Bidder's bid.

Consequently, we must receive any demand for payment under this guarantee at the office on or before that date.

Name	____________________________________
In the capacity of	____________________________________
Duly authorized to sign the Bid Security for and on behalf of	____________________________________

Signed	____________________________________
Date	____________________________________

PESHAWAR ELECTRIC SUPPLY COMPANY (PESCO)

Example for Filling Price Schedule and Calculating Net Weighted Evaluated Price

Purpose of this worked example

This worked example is prepared only to help bidders understand how to fill the Price Schedule and how to calculate the Net Weighted Evaluated Price. The rates used below are hypothetical. Each bidder must quote its own actual rates in the relevant columns of the Price Schedule.

Illustrative Filled Price Schedule

Description	Unit / Qty	Repair Rate in PKR of Distribution Transformers on FCS Basis (Inclusive of all taxes)							
		A-4				A-5			
Item / Repair Category		**25 kVA**	**50 kVA**	**100 kVA**	**200 kVA**	**25 kVA**	**50 kVA**	**100 kVA**	**200 kVA**
		Example Rate	**Example Rate**	**Example Rate**	**Example Rate**	**Example Rate**	**Example Rate**	**Example Rate**	**Example Rate**
i. H.T replacement charges	1 KG	3000	3000	3000	3000	3000	3000	3000	3000
ii. One leg L.T paper insulation charges	1 Job	2,000	3,000	5,500	9,000	2,500	3,500	6,500	11,000
iii. L.T coil rectification charges, if LT winding is found less as per Joint Inspection Report (Rate per KG)	1 KG	1,500	2,500	4,200	7,500	1,750	2,900	5,000	9,000
iv. New oil (Rate per Liter)	1 Liter	650	650	650	650	650	650	650	650
v. Old oil dehydration charges (Rate per Liter)	1 Liter	350	350	350	350	350	350	350	350
vi. Core repair / replacement charges, if required, especially in case of melted core (Rate per KG)	1 KG	3,000	5,000	8,500	15,000	3,600	5,800	10,000	18,000
vii. T/F body tube replacement charges, if required	1 No	1,500	2,200	3,500	6,500	1,800	2,600	4,200	8,000
viii. H.T porcelain bushing	1 No	1,200	1,800	2,800	4,500	1,400	2,100	3,300	5,200
ix. H.T bushing rods charges	1 No	1,000	1,500	2,400	4,000	1,200	1,800	2,800	4,800
x. L.T porcelain bushing	1 No	1,200	1,800	2,800	4,500	1,400	2,100	3,300	5,200
xi. L.T bushing rods charges	1 No	900	1,300	2,200	3,500	1,000	1,500	2,500	4,200
xii. Overhead / labour charges per HT leg	1 Job	8,000	9,000	10,000	11,000	8,000	9,000	10,000	11,000
xiii. Allied material: nuts and bolts, copper thimbles, insulating press pan paper, boards, blocks, copper connecting strips, welding, gaskets, HT/LT connectors/eye bolts, tank welding, paint, and other related items	1 Job	3,900	5,200	9,200	15,500	4,350	6,100	11,000	18,000
A. Subtotal Rates = Sum of item (i) to item (xiii)		**28,200**	**37,300**	**55,100**	**85,000**	**31,000**	**41,400**	**62,600**	**98,400**
Credit Given by Firm to PESCO against Replaced Material									
a. Dismantled copper quantity (Rate per KG)	1 KG	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
b. Old transformer oil (Rate per Liter)	1 Liter	350	350	350	350	350	350	350	350
c. Transformer core (Rate per KG)	1 KG	300	300	300	300	300	300	300	300
B. Total Credit = Sum of item (a) to item (c)		**3,150**	**3,150**	**3,150**	**3,150**	**3,150**	**3,150**	**3,150**	**3,150**
C. Net Complete Repair Rate = A - B		**25,050**	**34,150**	**51,950**	**81,850**	**27,850**	**38,250**	**59,450**	**95,250**

Note: The rates shown above are sample rates only. The bidder must enter its own actual rates in the official Price Schedule. The purpose of this example is only to show the calculation method.

Step-by-Step Explanation for Bidders

Step 1: Fill all item-wise rates. Enter the rate for each item from item (i) to item (xiii) for every transformer capacity under both A-4 and A-5 categories. Bidder must fill rates for 25 kVA, 50 kVA, 100 kVA and 200 kVA under A-4, and again for 25 kVA, 50 kVA, 100 kVA and 200 kVA under A-5.

Step 2: Calculate Subtotal Rates (A). For each column, add all repair items from item (i) to item (xiii). The result is written in the row titled **'A. Subtotal Rates = Sum of item (i) to item (xiii)'**.

Step 3: Calculate Total Credit (B). For each column, add the credit items: dismantled copper quantity, old transformer oil and transformer core. The result is written in the row titled **'B. Total Credit = Sum of item (a) to item (c)'.**

Step 4: Calculate Net Complete Repair Rate (C). For each column, subtract Total Credit (B) from Subtotal Rates (A). **Net Complete Repair Rate (C) = Subtotal Rates (A) - Total Credit (B).**

Step 5: Add A-4 and A-5 net rates capacity-wise. For each transformer capacity, add the Net Complete Repair Rate of A-4 and the Net Complete Repair Rate of A-5. This gives one combined amount for 25 kVA, 50 kVA, 100 kVA and 200 kVA.

Step 6: Calculate the Net Weighted Evaluated Price. Apply the Net weighed Evaluated Price formula exactly as given in the Price Schedule.

Step 7: Enter the final Net Weighted Evaluated Price on EPADS. After calculating the Net Weighted Evaluated Price, enter that final value in the price field on EPADS. In this worked example, the value is PKR 129,079.00.

Capacity-wise Net Rate Summary

Capacity	A-4 Net Rate (C)	A-5 Net Rate (C)	Sum of A-4 + A-5
25 kVA	25,050	27,850	52,900
50 kVA	34,150	38,250	72,400
100 kVA	51,950	59,450	111,400
200 kVA	81,850	95,250	177,100

Detailed Calculation of Net Weighted Evaluated Price

Net Weighted Evaluated Price = 0.02 x (Sum of Net Complete Repair Rate for 25 kVA in A-4 and A-5) + 0.14 x (Sum of Net Complete Repair Rate for 50 kVA in A-4 and A-5) + 0.47 x (Sum of Net Complete Repair Rate for 100 kVA in A-4 and A-5) + 0.37 x (Sum of Net Complete Repair Rate for 200 kVA in A-4 and A-5).

= 0.02 x (25,050 + 27,850) + 0.14 x (34,150 + 38,250) + 0.47 x (51,950 + 59,450) + 0.37 x (81,850 + 95,250)

= 0.02 x 52,900 + 0.14 x 72,400 + 0.47 x 111,400 + 0.37 x 177,100

= 1,058 + 10,136 + 52,358 + 65,527

Net Weighted Evaluated Price = PKR 129,079.00

Important Notes for Bidders

1. The bidder must enter the Net Weighted Evaluated Price in the price field on EPADS. In this worked example, the value to be entered is PKR 129,079.00.
2. Any non-editable EPADS label stating 'Price inclusive of GST' shall be disregarded for the purpose of bid evaluation, comparison, ranking and award. The bidder is required to enter the Net Weighted Evaluated Price in the Price field on EPADs.
3. Any bidder who fails to submit the Net Weighted Evaluated Price in the price field on EPADS may be treated as non-responsive, subject to the terms of the bidding document.
4. Actual payment / billing shall be based on the approved repair / replacement items actually carried out, recorded during joint inspection and verified by PESCO.

PRICE SCHEDULE FORM

LOT: MARDAN, CHARSADDA AND SHABQADAR

Description	Unit / Qty	Repair Rate in PKR of Distribution Transformers on FCS Basis (Inclusive of all taxes)							
		A-4				A-5			
Item / Repair Category		**25 kVA**	**50 kVA**	**100 kVA**	**200 kVA**	**25 kVA**	**50 kVA**	**100 kVA**	**200 kVA**
i. H.T replacement charges	1 KG								
ii. One leg L.T paper insulation charges	1 Job								
iii. L.T coil rectification charges, if LT winding is found less as per Joint Inspection Report (Rate per KG)	1 KG								
iv. New oil (Rate per Liter)	1 Liter								
v. Old oil dehydration charges (Rate per Liter)	1 Liter								
vi. Core repair / replacement charges, if required, especially in case of melted core (Rate per KG)	1 KG								
vii. T/F body tube replacement charges, if required	1 No								
viii. H.T porcelain bushing	1 No								
ix. H.T bushing rods charges	1 No								
x. L.T porcelain bushing	1 No								
xi. L.T bushing rods charges	1 No								
xii. Overhead / labour charges per HT Leg	1 Job								
xiii. Allied material: nuts and bolts, copper thimbles, insulating press pan paper, boards, blocks, copper connecting strips, welding, gaskets, HT/LT connectors/eye bolts, tank welding, paint, and other related items	1 Job								
A. Subtotal Rates = Sum of item (i) to item (xiii)									

Description	Unit / Qty	Repair Rate in PKR of Distribution Transformers on FCS Basis (Inclusive of all taxes)							
		A-4				A-5			
Item / Repair Category		**25 kVA**	**50 kVA**	**100 kVA**	**200 kVA**	**25 kVA**	**50 kVA**	**100 kVA**	**200 kVA**
Credit Given by Firm to PESCO against Replaced Material									
a. Dismantled copper quantity (Rate per KG)	1 KG								
b. Old transformer oil (Rate per Liter)	1 Liter								
c. Transformer core (Rate per KG)	1 KG								
B. Total Credit = Sum of item (a) to item (c)									
C. Net Complete Repair Rate = A - B									

Net Weighted Evaluated Price = 0.05 (Sum of Net Complete Repair Rate for 25 KVA in Categories A-4 and A-5) + 0.35 (Sum of Net Complete Repair Rate for 50 KVA in Categories A-4 and A-5) + 0.31 (Sum of Net Complete Repair Rate for 100 KVA in Categories A-4 and A-5) + 0.29 (Sum of Net Complete Repair Rate for 200 KVA in Categories A-4 and A-5)

Net Weighted Evaluated Price: ____

Note:

1. *Bidders are advised to enter the* ***Net Weighted Evaluated Price*** *in the designated price field on* ***EPADs****. The contract shall be awarded to the* ***technically responsive bidder*** *offering the* ***lowest Net Weighted Evaluated Price****, subject to compliance with the eligibility, technical, financial and other requirements specified in the bidding documents.*
2. ***Bidder who fails to submit the Net Weighted Evaluated Price in the price field on EPADS shall be treated as non-responsive.***
3. *The contractor's billing shall be processed on the basis of the* ***actual extent of damage assessed and recorded during pre-inspection****, and the* ***actual work executed*** *on each distribution transformer, as per the applicable agreed rates mentioned above. Payment shall be restricted to the approved repair / replacement items actually carried out and verified by PESCO.*

Stamp & Signature of Bidder: ________________________________

CAPACITY DECLARATION FORM

Tender No.: ____
Name of Procuring Agency: Peshawar Electric Supply Company
Name of Bidder: ____
Lot(s) Applied for: ______________________________________
Date: ____

The bidder shall declare its Annual Repair Capacity and Peak Monthly Repair Capacity

Description	**25 kVA**	**50 kVA**	**100 kVA**	**200 kVA**	**Total**
Bidder Declared Annual Repair Capacity					
Bidder Declared Peak Monthly Repair Capacity					

Declaration

I/We, the undersigned, hereby declare that the annual repair capacity and peak monthly repair capacity stated above are true, complete, accurate, and verifiable.

I/We further declare that the above capacity has been stated after considering our available workshop facilities, technical manpower, tools, machinery, testing equipment, storage arrangements, working shifts, and other resources required for the satisfactory execution of the repair work.

I/We understand that the Procuring Agency may verify the declared capacity through documentary evidence, inspection of facilities, past performance records, work orders, completion certificates, or any other method considered appropriate under the bidding document.

I/We also understand and accept that submission of false, exaggerated, misleading, or unverifiable capacity information may result in rejection of the bid, restriction or reduction of award, forfeiture of bid security and/or performance guarantee, blacklisting/debarment where applicable, and any other action permissible under the bidding document, contract conditions, and applicable PPRA Rules.

Authorized Signatory

Name: ______________________________
Designation: ______________________________
CNIC No.: ______________________________
Signature: ______________________________
Date: ______________________________
Official Stamp/Seal: ______________________________

CURRENT WORK-IN-HAND STATEMENT

Client / Agency	Contract Ref.	Transformer Ratings	Total Quantity	Remaining Quantity	Expected Completion	Documentary Evidence Attached

The bidder shall disclose all existing transformer repair / reclamation work and other relevant workshop commitments. Non-disclosure or misstatement of work-in-hand may render the bid non-responsive.

Authorized Signatory

Name: ___________________________
Designation: ___________________________
CNIC No.: ___________________________
Signature: ___________________________
Date: ___________________________
Official Stamp/Seal: ___________________________

MACHINERY, EQUIPMENT AND MANPOWER DETAILS

Sr.	Description of Machinery / Equipment / Staff	Quantity	Owned / Hired	Capacity Supported Per Month	Supporting Evidence	Remarks
1	Repair bays / work stations					
2	Lifting arrangement / crane / chain pulley					
3	Winding machine					
4	Core handling / assembly tools					
5	Drying oven / drying arrangement					
6	Oil filtration plant					
7	BDV oil test set					
8	Insulation resistance tester / megger					
9	Turns ratio test set					
10	Qualified engineers / supervisors					
11	Skilled winders / fitters / electricians					
12	Store / material management staff					

The bidder shall attach supporting evidence including ownership documents, lease / hiring agreements, calibration certificates for testing equipment, staff list, qualification / experience details of technical staff and evidence of previous production / repair capacity. Unsupported machinery, manpower or equipment claims may be rejected during technical evaluation or pre-award verification.

Authorized Signatory

Name: ____________________________
Designation: ____________________________
CNIC No.: ____________________________
Signature: ____________________________
Date: ____________________________
Official Stamp/Seal: ____________________________

DECLARATION REGARDING USE OF PRIME MATERIAL

Bidder is required to submit the following undertaking / declaration certificate for the use of prime material along with acceptance of Work Order on the firm's letterhead.

Tender No.: ______________________________________
Name of Procuring Agency: Peshawar Electric Supply Company
Lot(s) Applied for: ________________________________
Date: ____

A) We, M/s ___________________________, hereby declare that the material used for reclamation / repair of distribution transformers shall fully conform to WAPDA Specification No. DDS-84:2020 (amended up to date), including relevant clauses for transformer oil and core material.

B) We, M/s ___________________________, hereby certify that M/s ___________________________ is not involved in using scrap or used material for transformer repair under PESCO work orders.

C) We, M/s ___________________________, hereby certify that M/s ___________________________ is not blacklisted / debarred from WAPDA / DISCOs / GENCOs / NTDC at present.

D) We, M/s ___________________________, hereby certify that M/s ___________________________ is not involved in any litigation case with any formation of WAPDA / DISCOs / GENCOs / NTDC at present.

E) M/s ___________________________ further certifies that non-adherence to the above conditions may cause forfeiture of Tender / Performance Guarantees and may also render the firm liable for blacklisting in DISCOs for any kind of tender participation / business.

Authorized Signatory

Name: _________________________
Designation: _________________________
CNIC No.: _________________________
Signature: _________________________
Date: _________________________
Official Stamp/Seal: _________________________