Standard Bidding Document

Hiring Services of a Contractor for Shifting/ Refixing of Single-Phase and Three-Phase Energy Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops on Meter Mounting Frames in PESCO D.I Khan Circle (Non-Consultancy Services)

National

Single Stage-One Envelope

CORRIGENDUM # 2	**CORR-P44699-002**
Initiation Date	July 05, 2026

July 05, 2026

Material Management (Peshawar Electric Supply Company (PESCO)),Assistant Manager
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Material Management (Peshawar Electric Supply Company (PESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **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 "**Hiring Services of a Contractor for Shifting/ Refixing of Single-Phase and Three-Phase Energy Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops on Meter Mounting Frames in PESCO D.I Khan Circle**" with the reference of **"P44699"**

2. The **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 **Call at Deposit, Bank Guarantee** 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/44699**.

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 **Monday, July 6, 2026 10:00 AM**. E-bids will be opened on the same day at **Monday, July 6, 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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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.

22.2. The selection technique adopted shall be based on quality and cost, with 70% weightage assigned to quality and 30% to cost. The passing threshold for the technical bid shall be 70%.

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 Goods 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: **Material Management (Peshawar Electric Supply Company (PESCO))**

The subject of procurement is: **Hiring Services of a Contractor for Shifting/ Refixing of Single-Phase and Three-Phase Energy Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops on Meter Mounting Frames in PESCO D.I Khan Circle**

Expected commencement date: **Friday, July 31, 2026**

BDS Clause Number 2

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

Name and identification number of the Contract: **P44699**

BDS Clause Number 3

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **2**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, June 29, 2026
Pre-Bid Meeting: Monday, June 29, 2026 10:00 AM
Venue: Room # 310, MM Directorate, PESCO HQ Shami Road, Peshawar

BDS Clause Number 5

Any addendum, in case issued, shall be published on **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: **Call at Deposit, Bank Guarantee**

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 # 310, 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: **Monday, July 6, 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 *: **Monday***

Date: ***Monday, July 6, 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) FBR (GSTN) KPK (KPRA)

Eligibility Criteria	Document
Valid registration/license with Pakistan Engineering Council (PEC) in Category C-6 or above, with relevant specialization codes EE04 and EE05. The PEC registration must be valid on the date of bid submission and shall remain valid throughout the bidding/evaluation process. In case bidder has applied for renewal, the valid PEC Registration certificate up to 30th June 2026, along with proof of the renewal application and payment challan, must be attached	Yes
Declaration on the firm's letterhead confirming that the bidder/contractor has not been blacklisted or debarred by NTDC, WAPDA, DISCOs, GENCOs, any government department, or any other organization at the time of bid submission.	Yes
The bidder must have at least one (01) completed or ongoing work order/purchase order of similar nature in any DISCO/PESCO, supported by a copy of the work order/purchase order and a satisfactory performance certificate from the concerned authority.	Yes

The bidder shall enter the Weighted Evaluated Cost (WEC) in the Price Field on EPADS. Any non-editable EPADS label stating “Price inclusive of GST” shall be disregarded for the purposes of bid evaluation, comparison, ranking, and award. Any bidder who fails to submit the Weighted Evaluated Cost (WEC) in the Price Field on EPADS shall be considered non-responsive.	No

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Lot Title : Hiring Services of a Contractor for Shifting/ Refixing Single-Phase and Three-Phase Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops in PESCO D.I Khan Circle (Weighted Evaluated Cost)

Bid Security : 390000 PKR

Position	Delivery Schedule	Quantity
Shifting/ Refixing of single-phase meter outside market, home, plaza or commercial shop; installation, replacement and set-right of meter on frame (inclusive of all applicable taxes, duties, levies and charges)	**Address:** At Actual Project/Work Location in PESCO D.I Khan Cirlce **Schedule:** As per Work Order issued by the concerned PESCO Office **Quantity:** 1/Qty	1/Qty
Shifting/ Refixing of three-phase meter outside market, home, plaza or commercial shop; installation, replacement and set-right of meter on frame (inclusive of all applicable taxes, duties, levies and charges)	**Address:** At Actual Project/Work Location in PESCO D.I Khan Cirlce **Schedule:** As per Work Order issued by the concerned PESCO Office **Quantity:** 1/Qty	1/Qty

Related Services :

No

Services Specifications

Lot Title : Hiring Services of a Contractor for Shifting/ Refixing Single-Phase and Three-Phase Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops in PESCO D.I Khan Circle (Weighted Evaluated Cost)

Position: Shifting/ Refixing of single-phase meter outside market, home, plaza or commercial shop; installation, replacement and set-right of meter on frame (inclusive of all applicable taxes, duties, levies and charges)

Specifications / Requirements:

Quality and Standard Work as outlined in the Installation Guidelines provided in the Bidding Document.

Position: Shifting/ Refixing of three-phase meter outside market, home, plaza or commercial shop; installation, replacement and set-right of meter on frame (inclusive of all applicable taxes, duties, levies and charges)

Specifications / Requirements:

Quality and Standard Work as outlined in the Installation Guidelines provided in the Bidding Document.

Scope of Work

The contractor shall perform all activities necessary for satisfactory completion of the assigned works, including but not limited to the following:

- Fixing, re-fixing, shifting, and securing energy meters at approved, visible, accessible, and safe locations.
- Fixing meter mounting frames on steel structures, spun poles, PC poles, walls, or other approved supports.
- Replacing defective, burnt, dead-stop, damaged, tampered, or otherwise approved meters after required authorization.
- Shifting meters from hidden, inaccessible, unsafe, congested, hanging, disputed, or technically unsuitable positions to approved positions.
- Reusing existing service cable where it is safe, serviceable, adequate, and technically suitable.
- Installing PESCO-issued PVC service cable where existing service cable is unsafe, damaged, undersized, insufficient, or otherwise unsuitable, subject to approval and proper record.
- Cleaning, dressing, tying, clamping, segregating, and securing incoming and outgoing service cables, cable bunches, and consumer cables.
- Writing or marking the consumer reference number clearly and permanently on each meter, where required.
- Removing loose loops, unsafe joints, exposed conductors, hanging service drops, unauthorized arrangements, and other visible site hazards.

- Labeling, protecting, transporting, and handing over removed meters and recoverable material to PESCO under proper receipt.
- Preparing complete site records, MCO-related data, photographs, material-use details, discrepancy reports, and completion reports.
- Restoring each worksite to a safe, clean, and publicly usable condition before demobilization.
- Installing 4-core/twin-core cables (37/0.83, 19/0.83, 19/0.52, and twin-core 7/0.52) in narrow streets, congested routes, or other approved locations where required by site conditions and authorized by PESCO.
- Executing any allied activity required by the concerned SE (Operation), PESCO, provided that the requirement is within the approved work order/rate contract and is issued or confirmed through the authorized channel.

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: Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager Room # 310, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Supplier is:

The title of the subject procurement is:Hiring Services of a Contractor for Shifting/ Refixing of Single-Phase and Three-Phase Energy Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops on Meter Mounting Frames in PESCO D.I Khan Circle

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:

Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager
Room # 310, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0084
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:

Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager
Room # 310, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0084
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

As given in the Technical Provision in the Annexture

Delivery & Documents

As given in the Technical Provision in the Annexture

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.:***P44699***

To: **Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager Room # 310, 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 **Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager Room # 310, 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., **Hiring Services of a Contractor for Shifting/ Refixing of Single-Phase and Three-Phase Energy Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops on Meter Mounting Frames in PESCO D.I Khan Circle (*P44699*)** 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: **Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager Room # 310, 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

Technical Provision

Information (Read-Only)

See Form Under Additional Forms and Documents: **Technical Provision** (page number: 71)

Bidder's Information Form

Technical Submission (Vendor)

Document Required

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

Bidder's Experience Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder's Experience Form** (page number: 89)

No Deviation Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **No Deviation Form** (page number: 90)

Integrity Pact From

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Integrity Pact From** (page number: 91)

Price Schedule Form

Financial Submission (Vendor)

Document Required

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

Joint Venture / Consortium Condition

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Joint Venture / Consortium Condition** (page number: 94)

Procurement Forms

Additional Forms and Documents

TECHNICAL PROVISION

Hiring Services of a Contractor for Shifting/ Refixing of Single-Phase and Three-Phase Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops Installation, Replacement and Set-Right of Energy Meters on Meter Mounting Frames Peshawar Electric Supply Company (PESCO) – D.I Khan Circle

1. Purpose, Background and Intent

This provision defines the requirements for hiring a competent contractor to carry out the combing, fixing, re-fixing, shifting, installation, replacement and set-right of single-phase and three-phase energy meters on meter mounting frames within the jurisdiction of PESCO D.I Khan Circle.

The works include shifting meters outside domestic premises, markets, plazas and commercial shops, and re-installing, dressing or replacing associated service cables where technically required, duly approved and properly recorded.

The objective of this project is to improve meter visibility, accessibility, safety and traceability; remove unsafe or hanging service arrangements; support accurate meter reading and billing; reduce opportunities for illegal abstraction, bypassing, tampering and pilferage; and maintain complete records for meter replacement, MCO processing and material reconciliation.

The contractor shall deliver complete, safe, neat, technically acceptable and fully documented works through properly trained, supervised and equipped teams in accordance with this Technical Provision, the work order, the BOQ and written instructions issued by authorised PESCO representatives.

2. Applicable Documents and Order of Precedence

The works shall be executed in accordance with the following, to the extent applicable:

- The contract agreement, BOQ, special conditions, general conditions and bidding documents.
- This Technical Provision and all appendices attached to it.
- Written instructions, drawings, approved formats and site directions issued by authorised PESCO representatives.
- Applicable PESCO procedures for stores, material issuance, work permits, shutdowns, meter replacement, MCO processing and record keeping.
- Applicable NEPRA safety codes, labour, environmental, municipal and other statutory requirements as amended from time to time.

In case of inconsistency, the stricter requirement relating to safety, technical compliance, material accountability, consumer protection or documentation shall prevail unless the Employer issues a written clarification through the authorized channel.

No verbal instruction shall authorize unsafe work, unrecorded meter removal, unauthorised material use, unapproved service-cable replacement or any action inconsistent with law, safety requirements or PESCO procedures.

3. Definitions

Term	Meaning
Employer / PESCO	Peshawar Electric Supply Company, including the concerned circle, division, sub-division, store, officer or authorised representative administering the work.
Contractor	The firm engaged to execute the works, including its authorised representatives, supervisors, labour, drivers, agents and approved personnel.
Works	All activities required for survey, fixing, re-fixing, shifting, replacement, cable arrangement, safety management, documentation, material reconciliation, reporting and site clearance.
Combing of meters	The organised correction, relocation, securing, labelling, dressing and documentation of meters and

Term	Meaning
	associated service cable to make the installation safe, readable, accessible and traceable.
MCO	Meter Change Order
PESCO-issued material	Major material issued by PESCO, including energy meters, meter mounting frames and PVC service cable, or any other material specifically issued by PESCO.
Recoverable material	Removed meter, cable, frame, accessory or other material required to be returned to PESCO under proper record.
T&P	Tools and plants required for safe, proper and complete execution of the works.
PPE	Personal protective equipment required for worker, consumer and public safety.
Site record	The complete record for each site, including reference number, meter data, readings, cable use, discrepancies, MCO data and signatures.

4. General Contractor Responsibility

- The contractor shall be fully responsible for planning, execution, supervision, safety, public protection, workmanship, documentation, material custody, material reconciliation, defect rectification and site restoration.
- Inspection, verification, approval, acceptance or payment by PESCO shall not relieve the contractor of liability for defective work, unsafe practice, incorrect records, missing materials, poor supervision, public nuisance, damage, injury, fatality, misconduct, theft-related activity or non-compliance with this provision.
- The contractor shall provide all labour, supervision, transport, tools, plants, testing devices, ladders, safety gear, minor materials, consumables, storage arrangements, site-control measures, reporting formats and management resources required for complete execution unless a particular item is expressly stated as PESCO's responsibility or separately payable in the BOQ.
- The contractor shall ensure that every work team understands the approved method of work, the permit-to-work conditions, the limits of authorised work, the site-specific hazards and the documentation required before leaving the site.

5. Scope of Work

The contractor shall perform all activities necessary for satisfactory completion of the assigned works, including but not limited to the following:

- Fixing, re-fixing, shifting and securing energy meters at approved visible, accessible and safe locations.
- Fixing meter mounting frames on steel structures, spun poles, PC poles, walls or other approved supports.
- Replacing defective, burnt, dead-stop, damaged, tampered or otherwise approved meters after required authorisation.
- Shifting meters from hidden, inaccessible, unsafe, congested, hanging, disputed or technically unsuitable positions to approved positions.
- Reusing existing service cable where it is safe, serviceable, adequate and technically suitable.
- Installing PESCO-issued PVC service cable where existing service cable is unsafe, damaged, undersized, insufficient or otherwise unsuitable, subject to approval and proper record.
- Cleaning, dressing, tying, clamping, segregating and securing incoming and outgoing service cables, cable bunches and consumer cables.
- Writing or marking the consumer reference number clearly and permanently on each meter, where required.
- Removing loose loops, unsafe joints, exposed conductors, hanging service drops, unauthorised arrangements and other visible site hazards.
- Labelling, protecting, transporting and handing over removed meters and recoverable material to PESCO under proper receipt.
- Preparing complete site records, MCO-related data, material-use details, discrepancy reports and completion reports.
- Restoring each worksite to a safe, clean and publicly usable condition before demobilisation.
- Installing 4-core/twin-core cables (37/0.83, 19/0.83, 19/0.52 and twin-core 7/0.52) in narrow streets, congested routes or other approved locations where required by site conditions and authorised by PESCO.
- Executing any allied activity required by the concerned SE (Operation), PESCO, provided that the requirement is within the approved work order/rate contract and is issued or confirmed through the authorised channel.

6. Materials, Custody and Accountability

6.1 Materials to be Provided by PESCO

PESCO shall provide the following major materials, subject to availability, approved store procedure, authorised issuance and actual site requirement:

- Energy meters.
- Meter mounting frames.
- PVC service cable.
- 4-core/twin-core cables (37/0.83, 19/0.83, 19/0.52 and twin-core 7/0.52), where issued or approved by PESCO.
- Any other major material expressly approved for issue by PESCO.

The contractor shall collect PESCO-issued material from the authorised PESCO store or representative against approved store requisition or prescribed documentation issued by the concerned office. Proper handover and receipt shall be completed at the time of issue.

After receipt, the contractor shall be fully responsible for loading, transportation, unloading, storage, custody, protection, installation, accounting, reconciliation and return of unused or removed material. Shortage, theft, damage, misuse, substitution or unauthorised use after receipt shall be recoverable from the contractor, without prejudice to other contractual or legal action.

Where execution is delayed solely due to delay in the issuance or provision of PESCO-supplied material, the contractor shall not be held responsible for that delay, provided the contractor submitted timely material requisitions, maintained documentary evidence and had no contributing fault in the delay.

6.2 Materials to be Provided by the Contractor

The contractor shall provide, at its own cost, all minor materials, accessories, consumables and incidental items required to execute and complete the works safely and neatly, unless a separate BOQ item or written instruction expressly provides otherwise. These include, without limitation:

- Nuts, bolts, washers, screws, ordinary fasteners, hooks, clamps, saddles, rawl plugs and rawl bolts.
- Cable clips, cable ties, binding material, identification tags, marking material and ordinary labels.
- Insulation tape, insulating sleeves, ordinary connectors, lugs, thimbles and cable glands required for proper termination.
- Warning tape, barricades, cones, safety signs, temporary site lighting, watchmen and public-protection arrangements.
- Drilling, fixing, lifting, cleaning and ordinary site-restoration items required for safe completion.

No separate claim shall be admissible for ordinary consumables, small tools, minor fixing items or incidental materials.

6.3 Material Use Controls

- New PVC service cable shall not be used where existing cable is safe, serviceable and adequate.
- Additional cable use shall be measured, recorded and justified by site condition.
- Removed meters, cable and frames shall be tagged and returned promptly under proper record.
- Material records shall reconcile issued quantity, installed quantity, returned unused quantity and removed recoverable quantity.
- Any discrepancy shall be reported immediately and shall remain the contractor's responsibility until resolved to PESCO's satisfaction.

7. Responsibility Matrix

Area	Contractor Responsibility	PESCO Role
Planning and deployment	Prepare daily deployment, arrange teams, supervisors, transport, T&P, PPE, minor materials and site coordination.	Issue work areas, priorities, authorised instructions and acceptance requirements.
Labour and supervision	Deploy trained, disciplined, medically fit and supervised staff.	May verify deployment and require removal or replacement of unsuitable staff.
Tools, plants and	Provide and maintain proper tools, insulated	May inspect, stop unsafe work and reject non-

Area	Contractor Responsibility	PESCO Role
PPE	equipment, ladders, testers, lifting arrangements, safety gear and PPE.	compliant teams.
Major materials	Receive, transport, protect, install, record, reconcile and return unused or removed PESCO-issued material.	Issue approved major material through authorised store procedure.
Minor materials	Provide all ordinary consumables, fixing accessories and incidental items at own cost unless expressly payable.	No obligation unless stated in BOQ or written instruction.
Permit and shutdown	Start work only after understanding and complying with required permit, isolation, shutdown or clearance.	Arrange or authorise shutdown, line clearance or permit through prescribed procedure where applicable.
Safety and public protection	Ensure worker safety, public safety, barricading, warning signs, traffic/pedestrian control and safe site closure.	May inspect, direct correction and stop unsafe work.
Quality and workmanship	Execute neat, durable, mechanically secure and electrically safe works; rectify defects at own cost.	Inspect, verify, accept or reject work.
Documentation	Prepare accurate records, cable-use details, MCO data and material reconciliation.	Verify, process and retain official records where required.
Accidents and claims	Bear responsibility for accidents, injury, damage, loss, theft, shortage and third-party claims caused by contractor acts or omissions.	Not liable for contractor negligence, unsafe method or non-compliance.

8. Technical Execution Requirements

8.1 General Installation Requirements

- Meters shall be installed only at approved positions that are visible, accessible, readable and safe for meter reading and maintenance.
- The normal installation height shall be approximately 5.5 feet from finished ground level, unless site conditions require a different approved height.
- Meters, frames and cables shall not obstruct pedestrians, shops, doors, entrances, traffic, vehicle movement, building access, drainage, public facilities or emergency access.
- Fixing shall be mechanically secure, electrically safe, neat, properly aligned and capable of withstanding normal service conditions.
- Incoming and outgoing cables shall be routed separately, dressed, tied, clamped and protected to remove confusion and reduce tampering opportunities.
- No loose wire, exposed conductor, unsupported cable, unsafe joint, unapproved loop, hanging service drop or dangerous projection shall remain after completion.

8.2 Fixing on Steel Structures, PC Poles and Spun Poles

- Meters shall be fixed on approved frames or other approved secure arrangements attached to steel structures, PC poles, spun poles or approved supports.
- Frames shall be fixed firmly and shall not rotate, tilt, vibrate excessively, loosen, project dangerously or impair access to the pole or structure.
- Single-phase and three-phase meters shall be installed in suitable approved frames according to meter type and site condition.
- Service cables shall be routed from the source to the meter and from the meter to the consumer side through neat, supported and identifiable routes.

8.3 Wall-Mounted Meter Fixing

- Meters may be fixed or re-fixed on a frame attached to a wall or directly on a wall only where pole or structure mounting is unsafe, impracticable or technically unsuitable and PESCO approval is obtained.
- Wall-mounted meters shall be securely fixed using suitable fasteners, plugs, saddles or approved accessories according to wall condition.
- Wall fixing shall not cause unnecessary damage to private property or create public risk. Any damage caused by the contractor shall be repaired at the contractor’s cost.

- Service cable and consumer outgoing cable shall be neatly routed, clipped, clamped and protected to avoid unsafe hanging or obstruction.
- The contractor shall manage consumer/public interface respectfully and shall stop work where dispute, access refusal or safety risk cannot be resolved at site level.

8.4 Service Cable Arrangement

- Existing service cable shall be reused where it is safe, serviceable, adequate in length and size, mechanically sound and electrically suitable.
- PESCO-issued PVC service cable shall be used only where existing cable is damaged, unsafe, undersized, insufficient, burnt, exposed, jointed unsafely or otherwise approved for replacement.
- Incoming service cable shall be properly terminated, insulated and protected, with no unsafe joint before the meter.
- Outgoing consumer cable shall be separately routed, dressed and secured to prevent confusion, illegal tapping or unsafe contact.
- All joints, terminations, sleeves, connectors, lugs, ties, clips, clamps and insulation shall be mechanically sound, electrically safe and visually acceptable.
- Additional service cable used at any site shall be measured, recorded and linked with the relevant consumer reference number.

9. Replacement of Defective, Burnt, Damaged or Tampered Meters

Where defective, burnt and damaged meters are identified and replacement is approved, the contractor shall execute the replacement and prepare all related site records. The contractor shall be responsible for the accuracy of the recorded data and safe handover of the removed meter.

- Remove the defective meter carefully without damaging seals, terminals, wiring, frames or surrounding property.
- Install and secure the approved replacement meter at the approved pole-mounted or wall-mounted location.
- Ensure correct incoming and outgoing connections, safe insulation and proper cable routing.
- Record old and new meter particulars, consumer reference number, consumer name, address, meter numbers, meter type, final reading, initial reading, date of work and site location.
- Prepare or support preparation of MCO data at site and obtain required verification where applicable.
- Hand over removed meters, cable, frames and recoverable items to the concerned PESCO office under proper record.
- Submit completed forms and records within the reporting cycle directed by PESCO.

10. Contractor Staff, Conduct and Integrity Requirements

- The contractor shall deploy only trained, competent, medically fit, disciplined and properly supervised staff.
- Each staff member shall wear proper uniform or visible identification and carry valid contractor identity card while working.
- Staff shall deal respectfully with consumers, shopkeepers, residents, public representatives, local administration and PESCO staff.
- Staff shall not demand, receive or accept any illegal payment, gift, favour, benefit or private settlement from any consumer or third party.
- Staff shall not assist, conceal, facilitate or benefit from electricity theft, meter tampering, direct supply, bypassing, illegal abstraction or pilferage.
- Staff shall not threaten, abuse, mislead, coerce or harass consumers or members of the public.
- Any staff member involved in misconduct, unsafe work, illegal demand, suspected theft facilitation or unauthorised activity shall be removed immediately and may be subject to contractual and legal action.

11. Supervision and Site Control

The contractor shall nominate a responsible supervisor for each work team. Work shall not proceed without competent supervision. The supervisor shall remain present during execution and shall be accountable for coordination, safety, quality, documentation, public management, material control and site closure.

- Coordinate daily work with the concerned PESCO sub-division and obtain approved site instructions before execution.
- Contractor staff shall carry out all site work only in the presence of the concerned PESCO Line Superintendent or his authorized representative. No contractor staff shall work alone or execute any site activity in the absence of such PESCO representative.
- Confirm permit, shutdown, line clearance, isolation and site-specific safety controls before starting work.
- Brief workers on hazards, method of work, public interface, consumer handling and emergency arrangements.
- Verify availability and use of PPE, insulated tools, testers, ladders, lifting arrangements, barricades and warning devices.
- Maintain meter records, material records, discrepancy reports and work completion data during execution, not after the fact.
- Ensure removed meters and recoverable material are safely protected and returned under proper record.
- Stop work immediately where unsafe conditions, public risk, technical ambiguity, dispute, unauthorised interference arises and report the matter to PESCO.

12. Permit-to-Work, Shutdown and Safety Requirements

The contractor shall strictly comply with all applicable safety procedures. Work shall not commence on any line, pole, service cable, meter or installation unless the required Permit to Work, shutdown, isolation, line clearance or other safety authorization has been obtained through the prescribed process.

- No work shall be performed on live lines and until safe working arrangements are formally established.
- The contractor shall provide and enforce use of safety helmets, safety shoes, insulated gloves, safety belts or full-body harnesses, insulated tools, approved ladders, testers and other required safety equipment.
- The contractor shall provide barriers, cones, warning tape, signs and watchmen wherever public movement exists.
- Any worker found without PPE, proper tools or safe access arrangements shall be removed from the worksite immediately.
- Any accident, near miss, electrical flashover, fall, public injury, property damage or safety incident shall be reported immediately to the concerned PESCO officer and recorded by the contractor.
- Proper earthing shall be provided on both sides of the work area/section before work starts, wherever required by the permit, shutdown or site safety arrangement.
- The contractor shall secure and barricade the worksite to prevent fatal or non-fatal accidents involving workers, consumers, pedestrians, traffic or property.
- In case of any fatal or non-fatal accident arising from the contractor’s acts, omissions, negligence, unsafe practices or non-compliance, the contractor shall be fully responsible and no claim shall be admissible against PESCO.

13. Reporting and Deliverables

The contractor shall submit daily, weekly or other periodic reports as directed by the concerned PESCO office. Reports shall be complete, legible, signed by the contractor supervisor and supported by required data forms. At minimum, each report shall include:

- Number of meters fixed, re-fixed, shifted, replaced, removed or inspected.
- Consumer reference numbers, names, addresses, sub-division, feeder and location details.
- Old and new meter numbers, meter types, meter ranges, readings, dates of work and MCO details.
- Details of removed meters, removed cable, removed frames and other recoverable material handed over to PESCO.

- Length, type and reason for use of any additional PVC service cable.
- Details of direct supply, tampering, terminal-cover missing, joint before meter, illegal access, more than one connection, unsafe wiring, dual supply or other irregularities observed.
- Safety incidents, public complaints, property damage, disputes or access problems, if any.
- Certification by contractor supervisor and verification by PESCO representative where required.

14. Quality Assurance and Workmanship

The contractor shall deliver works that are safe, durable, neat, technically acceptable and suitable for meter reading, inspection, billing verification and future maintenance. Quality shall be verified through site inspection, material reconciliation and record review.

- Meters shall be firmly fixed, correctly aligned, accessible and readable.
- Frames shall be stable, securely fastened and free from unsafe projection or looseness.
- Incoming and outgoing cables shall be separately routed, dressed and identifiable where required.
- No hanging service cable, loose wire, unsafe joint, exposed conductor or unapproved loop shall remain.
- Terminations, insulation, clamping, tying, bending radius and mechanical protection shall be adequate.
- Meter replacement records, readings, and MCO data shall be accurate and traceable.
- Removed and unused materials shall be returned and reconciled.
- The worksite shall be cleared and left safe for the public.

15. Acceptance Criteria

The works shall be considered complete only when all of the following conditions have been met to the satisfaction of PESCO. Acceptance shall not relieve the contractor from responsibility for latent defects, incorrect records, unsafe work, material shortage or claims arising from contractor acts or omissions.

- Meter is fixed, re-fixed, shifted or replaced in the approved position and at a safe readable height.
- Frame or wall fixing is mechanically secure and safe.
- Incoming and outgoing service cables are properly segregated, dressed, tied and secured.
- No hanging PVC service cable, loose wire, exposed connection or unsafe arrangement remains at the site.
- Meter particulars, readings, material details and MCO-related data have been submitted.
- Removed meters and recoverable materials have been handed over under proper record.
- The site has been cleared, made safe and verified by the contractor supervisor.
- Work has been inspected or accepted by the authorized PESCO representative where required

16. Defect Liability and Rectification

The contractor shall rectify, at its own cost, any defect, unsafe condition, incorrect connection, loose fixing, poor workmanship, documentation error, wrong reading, material shortage, missing removed meter, public obstruction or incomplete work identified during inspection, acceptance review, audit or later verification.

Rectification shall be completed within the time directed by PESCO. Failure to rectify may result in recovery from bills, imposition of penalties, suspension of work, engagement of another contractor at the contractor's risk and cost, termination, blacklisting or other contractual/legal action.

17. Prohibited Activities

The contractor, its supervisors and staff shall not engage in any of the following:

- Working without required permit-to-work, shutdown, isolation, clearance or safety authorization.
- Working without PPE, proper tools, safe access equipment or competent supervision.
- Working alone or executing any site activity in the absence of the PESCO Line Superintendent concerned or his authorized representative.
- Leaving hanging service cables, unsafe connections, exposed conductors, loose wires or unsecured meters.

- Using new PVC service cable without technical need, approval and proper record where existing cable is reusable.
- Removing, replacing or shifting meters without proper record, readings and handover.
- Demanding, receiving or facilitating illegal payments, gifts, favours or benefits from consumers.
- Assisting, concealing or facilitating theft, direct supply, bypassing, meter tampering, illegal abstraction or pilferage.
- Misbehaving with consumers, public representatives, PESCO staff or the general public.
- Employing unauthorised, untrained, criminally involved or politically disruptive persons on the work.
- Subcontracting, assigning or transferring any part of the works without prior written approval from PESCO.
- Falsifying records, signatures, readings, material-use details or handover documentation.

18. Accidents, Damage, Loss and Indemnity

The contractor shall be solely responsible for the safety of its staff, supervisors, tools, equipment, vehicles, materials, work methods and the public affected by its activities. Any accident, injury, fatality, electrical incident, fire, property damage, material loss, theft, shortage, third-party claim or public complaint arising from the works shall be the responsibility of the contractor to the extent caused by contractor acts, omissions, negligence, unsafe practices or non-compliance.

PESCO shall not be responsible for any accident, damage or loss resulting from contractor negligence, unsafe work method, lack of supervision, non-use of PPE, inadequate T&P, unauthorised live work, failure to observe permit conditions, poor workmanship, defective tools, untrained staff or breach of this provision. The contractor shall indemnify and hold PESCO harmless against claims, losses, penalties, damages, costs and liabilities arising from contractor execution of the works.

19. Penalties and Contractual Action

Without prejudice to other remedies available under the contract or law, PESCO may impose fines, recoveries, stoppage of work, staff removal, suspension, termination, blacklisting or legal action for breach of this provision, including:

- Poor quality, unsafe, incomplete or unapproved work.
- Work without required permit, shutdown, clearance or supervision.
- Staff working without PPE, proper tools or safe access arrangements.
- Failure to remove unsafe or hanging service cable and exposed connections.
- Failure to submit accurate meter particulars, readings, cable-use details or MCO records.
- Delay or failure in handing over removed meters, cable, frames or other recoverable material.
- Material shortage, loss, misuse, theft, substitution or damage after receipt by the contractor.
- Misbehaviour, corruption, illegal payments or public complaints involving contractor staff.
- Involvement in theft, direct supply, tampering, concealment or pilferage.
- Accident, injury, fatality or property damage caused by contractor negligence or non-compliance.

The amount of penalty, recovery or contractual action shall be determined in accordance with the contract, BOQ, applicable policy and seriousness of breach. Penalty action shall not limit PESCO’s right to recover actual loss, damage, cost or other lawful remedy.

20. General Conditions

- The contractor shall comply with all applicable laws, safety requirements, technical instructions, contract conditions, BOQ provisions and written directions issued by authorised PESCO staff.
- The contractor shall maintain sufficient labour, supervision, transport, tools, materials and site-management resources to meet the approved work programme.
- The contractor shall not assign or subcontract any part of the works without prior written approval from PESCO.
- PESCO may reject any work that fails to meet safety, quality, documentation, material or technical requirement
- The contractor shall remain responsible for discipline, safety, conduct, performance and legal compliance of its staff at all times.

- All works shall be carried out in the interest of public safety, reliable electricity supply, accurate billing, proper metering, consumer protection and prevention of electricity theft.
- The Rate Contract/Work Order shall initially remain in force for one (01) year from the date of issuance and may be extended for a further period of up to one (01) year as per PESCO requirements without price escalation, subject to a satisfactory performance certificate/report from the concerned Superintending Engineer (SE).
- The Work Order/Contract shall be awarded to the technically responsive bidder having the lowest Weighted Evaluated Cost.

21. Performance Guarantee

The successful bidder/contractor shall submit a performance guarantee in the form of a Bank Guarantee or Call Deposit Receipt (CDR) amounting to Rs. 650,000/- (Rupees Six Lac Fifty Thousand), valid for two (02) years. In case of extension of the contract, the performance guarantee shall also be extended for the additional one (01) year period.

22. Delivery Period and Liquidated Damages

The assigned feeder/work shall be completed in accordance with the terms and conditions defined in the work order and rate contract. The contractor shall complete the assigned work within the stipulated period stated in the relevant work order.

If the contractor fails to complete the assigned work within the stipulated period, liquidated damages at two percent (2%) per month, up to a maximum of ten percent (10%) of the undelivered task/value, shall be recovered in accordance with the work order/rate contract.

23. Payment Clause

Payment shall be processed by Director Finance, PESCO Peshawar through the concerned DDOs, subject to verification, pre-audit, availability of funds and completion of the required documentation.

The following documents shall be provided with each bill:

- Copy of the rate contract.
- Copy of the work order.
- Certificate confirming that the claimed bill amount has not been claimed or received earlier.
- FBR taxpayer certificate.
- Proforma as per the attached type/list or prescribed format.
- Any other document required by PESCO for verification, pre-audit, measurement, material reconciliation or payment processing.

The submitted bill shall either be passed or rejected by the competent authority within thirty (30) days from the date of submission. Objections on rejected bills shall be raised once and not in a piecemeal manner, to the extent practicable and subject to record verification.

Director Finance, PESCO shall pre-audit the bills and return them to the concerned DDOs along with release of funds, where payable. Partial deliveries and part payments are allowed, subject to measurement, verification, contract terms and competent approval.

24. Financial Evaluation on the Basis of Weighted Evaluated Cost

Bidders are advised to enter the Weighted Evaluated Cost (WEC) in the designated Price Field on EPADS. The tender shall be evaluated and ranked on the basis of the lowest Weighted Evaluated Cost, subject to the bidder being substantially responsive, technically compliant, and otherwise qualified in accordance with the bidding documents.

For the purpose of financial evaluation, the Weighted Evaluated Cost shall be calculated as follows:

Weighted Evaluated Cost (WEC) = [Unit Cost for shifting/refixing of single-phase meter, inclusive of all applicable taxes, duties, levies and charges × 0.80] + [Unit Cost for shifting/refixing of three-phase meter, inclusive of all applicable taxes, duties, levies and charges × 0.20]

The weightages of 0.80 and 0.20 shall be used only for evaluation purposes and represent the estimated evaluation mix of single-phase and three-phase meters.

The Weighted Evaluated Cost shall be used solely for financial evaluation, comparison, ranking, and determination of the Most Advantageous Bidder. It shall not replace, amend, or override the contractual quoted unit rates payable under the contract. Payments under the contract shall be made strictly in accordance with the accepted Schedule of Prices, actual quantities executed, and the terms and conditions of the contract.

25. Price Schedule

S.No	Item Description	Unit Rate per Metering Unit / Service, inclusive of all applicable taxes, duties, levies and charges
1	Shifting/ Refixing of single-phase meter outside market, home, plaza or commercial shop; installation, replacement and set-right of meter on frame	
2	Shifting/ Refixing of three-phase meter outside market, home, plaza or commercial shop; installation, replacement and set-right of meter on frame inclusive of all applicable taxes, duties, levies and charges	

Weighted Evaluated Cost (WEC) = [Unit Rate for single-phase meter × 0.80] + [Unit Rate for three-phase meter × 0.20]

WEC = PKR ____________________________

Note:

Note:

1. Bidders are advised to enter the Weighted Evaluated Cost (WEC), calculated in accordance with the above formula, in the designated Price Field on EPADS. The quoted unit rates shall remain the contractual rates for payment purposes.
2. The quoted unit rates shall remain firm and fixed throughout the contract period and shall not be subject to any price escalation, adjustment or variation on account of increase in labour cost, fuel cost, transportation, taxes, duties, levies, market rates or any other reason.
3. The quoted rates shall be inclusive of all applicable taxes, duties, levies, charges, labour, tools, equipment, transportation, overheads, profit and all other costs required for satisfactory completion of the work.
4. Payment shall be made to the contractor on the basis of actual work executed at site, duly verified by the authorised representative of the Procuring Agency, at the quoted unit rates.
5. No payment shall be made for unexecuted, incomplete, defective or unverified work. The contractor shall submit bills/invoices along with necessary supporting documents, site verification reports and completion details, as required by the Procuring Agency.
6. The bidder must quote rates for both items mentioned in the Price Schedule. Any conditional, incomplete, ambiguous or overwritten rate may render the bid non-responsive at the discretion of the Procuring Agency.

Signature and Stamp of Bidder: ________________________________

Appendix A: Meter Change / Re-Fixing Data Form

The contractor shall maintain the following minimum information for each meter fixed, re-fixed, shifted, replaced and submitted to PESCO in the prescribed format:

Meter Change / Re-fixing Data Form

1	**ID No.**		**Date of Work:**	
2	**Reference No.**		**Sub Division:**	
	Consumer's Name:			
3	**Address:**			

4	Description	As Per Bill	As Per Site
	Feeder Name:		
	Tariff:		
	Meter No.:		

5	Discrepancies *(Tick the Box)*					
	Dead Stop	☐	**Slow**	☐	**Terminal Cover Missing**	☐
	Display Washed	☐	**Sticking**	☐	**Strip Open / Tampered**	☐
	Burnt	☐	**Illegal Access Through Terminal Block**	☐	**Joint Before Meter**	☐
	Tampered	☐	**Direct Supply**	☐	**More than one Connection (No.)**	☐
	Other Discrepancy					

6	Reason For Meter Change	

7	Work Done *(Tick the Box)*					
	Meter Refixed / Replaced	Refixed		Replaced		
		Structure ☐	Wall ☐	Structure ☐	Wall ☐	
	Service Drop Re-Installed	Existing Cable Used	Additional Cable Used	Length of Additional Cable Used (Mtr.)		
		☐	☐			

8	Particulars of Removed Meter										
	Meter No	Meter Make	Meter Type					Meter Range	Final Reading	MCO	
			S/P	3/P	Static	PC	Non PC			No.	Date
			☐	☐	☐	☐	☐				

9	Particulars of Installed Meter		Existing ☐					New ☐		
	Meter No.	Meter Make	Meter Type					Meter Range	Final Reading	PO No. (with C/File)
			S/P	3/P	Static	PC	Non PC			
			☐	☐	☐	☐	☐			

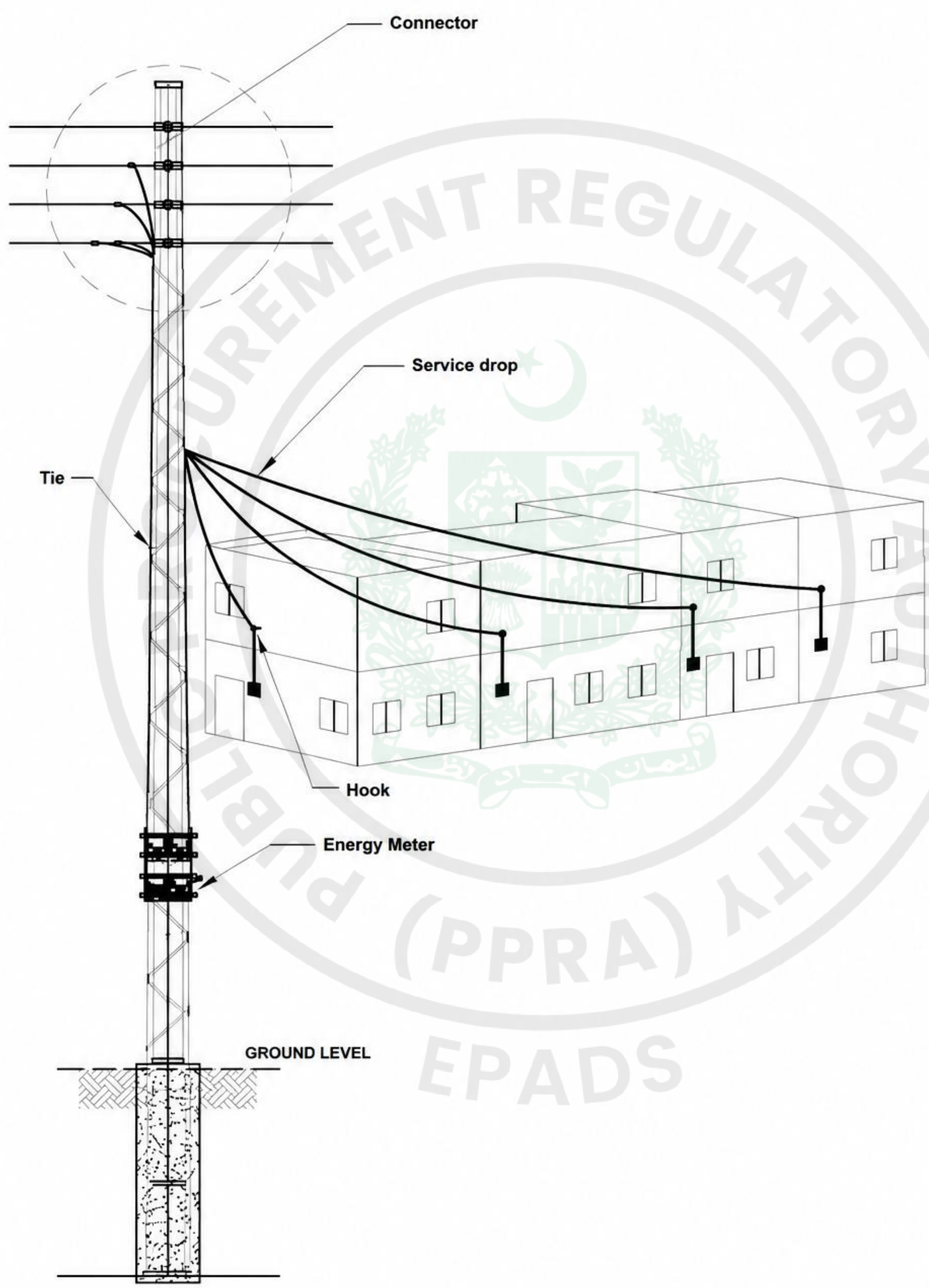
10	Remarks (if any)	

11	Work Supervised By:		
		Contractor Authorized Representative	Contractor Site Supervisor

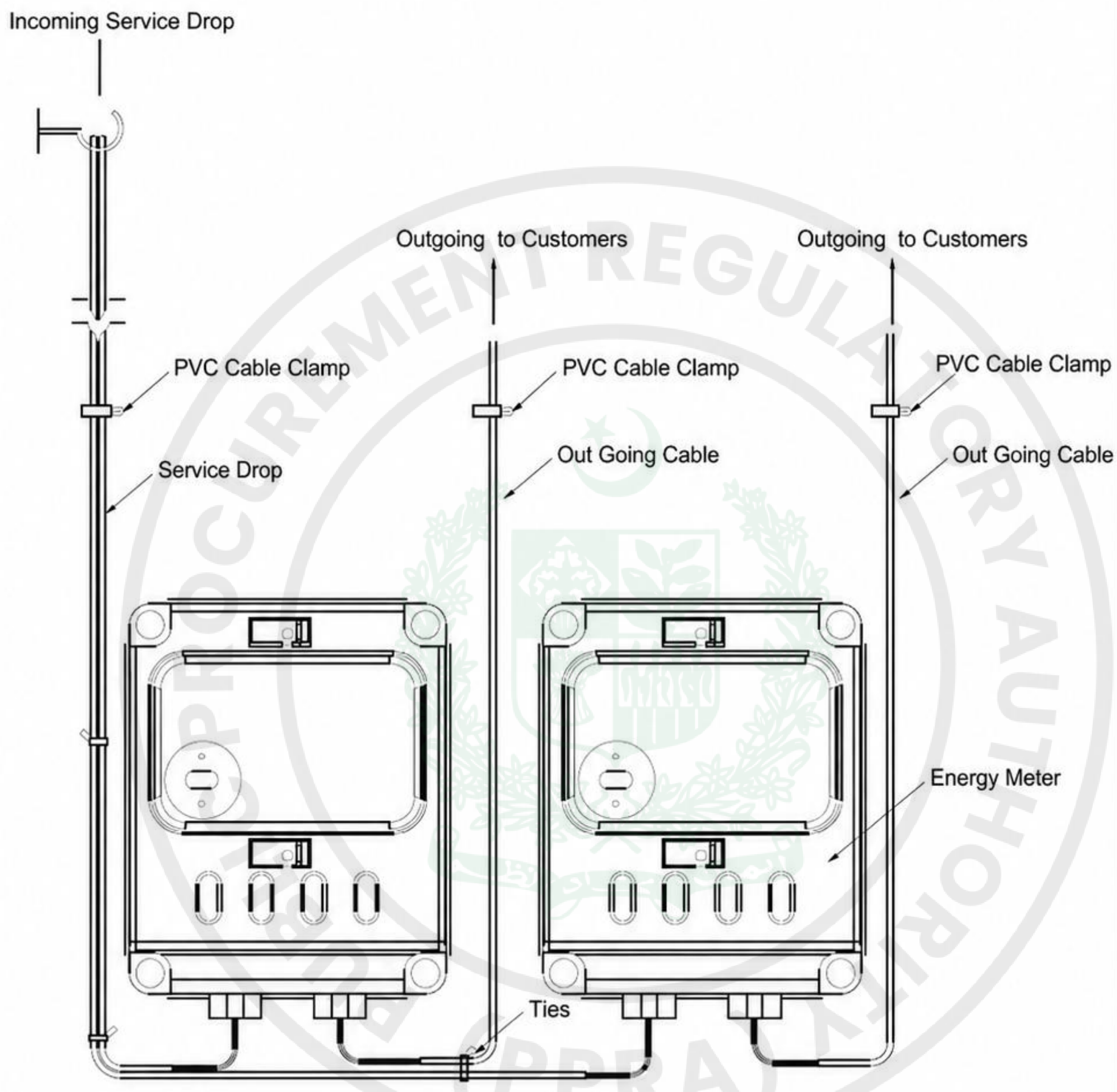
Appendix B: Minimum Acceptance Checklist

Checklist Item	Acceptance Requirement
Meter position	Approved location; visible; accessible; readable; safe height; no obstruction.
Mechanical fixing	Frame/wall/support secure; meter aligned; no loose fixing; no unsafe projection.
Electrical safety	Correct connections; proper insulation; no exposed conductor; no unsafe joint; safe termination.
Cable dressing	Incoming and outgoing cables segregated, tied, clamped, supported and visually traceable.
Service cable use	Existing cable reused where suitable; new cable justified, approved, measured and recorded.
Documentation	Reference number, readings, old/new meter particulars, MCO data and discrepancy details complete.
Material return	Removed meter/cable/frame tagged and handed over; unused material returned or reconciled.
Site closure	Public area cleared; no hazard remains; consumer/property disturbance addressed.
Verification	Contractor supervisor certification and PESCO verification completed where required.

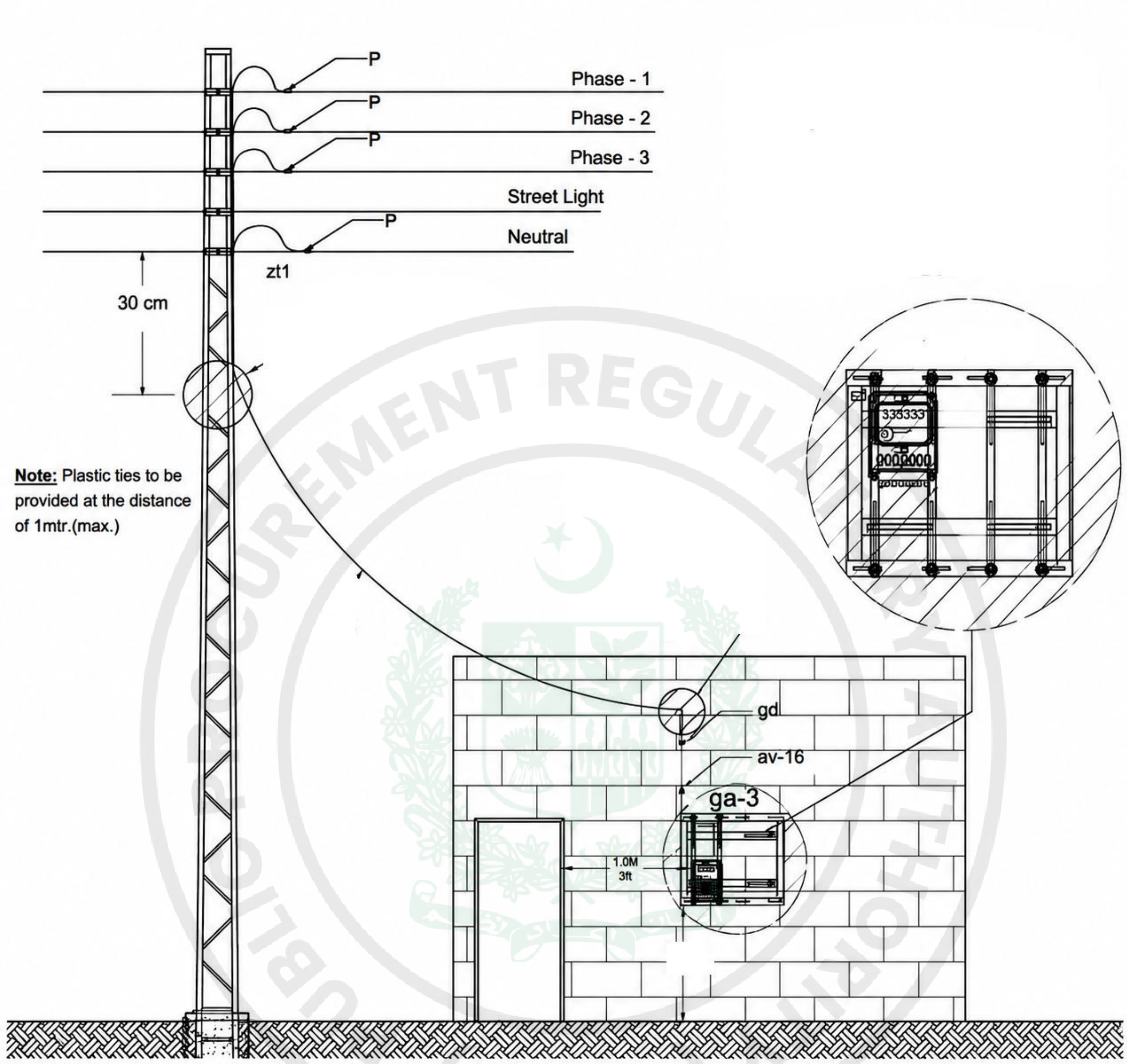
Appendix C: Installation Drawings



Low Voltage Service Drops & Meter Installation



Low Voltage Service Drop and Meter Installation on Wall


P
Phase - 1
P
Phase - 2
P
Phase - 3
Street Light
P
Neutral
zt1
30 cm
Note: Plastic ties to be provided at the distance of 1mtr.(max.)
gd
av-16
ga-3
1.0M
3ft

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 5: BIDDER'S EXPERIENCE FORM

Date: ___________________________.

Tender No.: ___________________________.

Sr. No.	*Client Name, Address, Phone No. & Email.*	*Item*	*Quantity*	*Amount (PKR) (W/O GST)*	*Year*	*Copies of Agreement / P.O*

Note:
The above information must be provided by each member of JV / Consortium. (if applicable)

Stamp & Signature of Bidder

CERTIFICATE OF NO-DEVIATIONS FROM COMMERCIAL / CONTRACTUAL CONDITIONS

Tender No. ________________________________.

Dated. ___________________________________.

This is to certify that we, the undersigned, in connection with our bid for ___________________________________, have carefully examined all the Commercial and Contractual Conditions stipulated in the Tender documents / NTDC Specifications.

We hereby confirm that; We do not propose any deviation from the specified Commercial and Contractual Conditions of the Tender / NTDC Specifications. All terms and conditions as stated in the bidding documents are fully acceptable to us without any exception or reservation.

Stamp & Signature of Bidder

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE 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.

______________________________	______________________________
[Buyer]	[Seller/Supplier]

PRICE SCHEDULE

S.No	Item Description	Unit Rate per Metering Unit / Service, inclusive of all applicable taxes, duties, levies and charges
1	Shifting/ Refixing of single-phase meter outside market, home, plaza or commercial shop; installation, replacement and set-right of meter on frame	
2	Shifting/ Refixing of three-phase meter outside market, home, plaza or commercial shop; installation, replacement and set-right of meter on frame inclusive of all applicable taxes, duties, levies and charges	

Weighted Evaluated Cost (WEC) = [Unit Rate for single-phase meter × 0.80] + [Unit Rate for three-phase meter × 0.20]

WEC = PKR ______________________________

Note:

1. Bidders are advised to enter the Weighted Evaluated Cost (WEC), calculated in accordance with the above formula, in the designated Price Field on EPADS. The quoted unit rates shall remain the contractual rates for payment purposes.
2. The quoted unit rates shall remain firm and fixed throughout the contract period and shall not be subject to any price escalation, adjustment or variation on account of increase in labour cost, fuel cost, transportation, taxes, duties, levies, market rates or any other reason.
3. The quoted rates shall be inclusive of all applicable taxes, duties, levies, charges, labour, tools, equipment, transportation, overheads, profit and all other costs required for satisfactory completion of the work.
4. Payment shall be made to the contractor on the basis of actual work executed at site, duly verified by the authorised representative of the Procuring Agency, at the quoted unit rates.
5. No payment shall be made for unexecuted, incomplete, defective or unverified work. The contractor shall submit bills/invoices along with necessary supporting documents, site verification reports and completion details, as required by the Procuring Agency.
6. The bidder must quote rates for both items mentioned in the Price Schedule. Any conditional, incomplete, ambiguous or overwritten rate may render the bid non-responsive at the discretion of the Procuring Agency.

Signature and Stamp of Bidder: _________________________________

Joint Venture / Consortium Condition

For Hiring Services of a Contractor for Shifting / Refixing of Single-Phase and Three-Phase Meters Outside Domestic Premises, Markets, Plazas and Commercial Shops on Meter Mounting Frames in PESCO – D.I. Khan Circle, Joint Venture / Consortium participation shall be allowed subject to the following conditions:

- The bid may be submitted by a single bidder or by a Joint Venture / Consortium of firms/contractors.
- In case of Joint Venture / Consortium, the bid shall be submitted in the name of the Joint Venture / Consortium.
- The Joint Venture / Consortium shall submit a valid Joint Venture Agreement.
- The Joint Venture / Consortium shall clearly nominate one partner as the Lead Partner.
- The Lead Partner shall be duly authorised through a Power of Attorney to:
    - sign and submit the bid;
    - represent the Joint Venture / Consortium;
    - receive instructions and correspondence from the Procuring Agency;
    - submit claims, bills and invoices;
    - sign the contract and related documents; and
    - deal with the Procuring Agency on behalf of all JV partners.
- The Lead Partner must independently fulfil the experience requirement, i.e. the Lead Partner must have at least one (01) completed or ongoing work order/purchase order of similar nature in any DISCO/PESCO, supported by:
    - copy of the work order/purchase order; and
    - satisfactory performance certificate from the concerned authority/client.
- The other JV partner shall be exempted from the above experience requirement. However, the other JV partner shall comply with all other applicable eligibility, legal, registration, tax and documentation requirements mentioned in the bidding document.
- Each JV partner shall submit its valid registration, tax documents and other required documents as per the eligibility criteria of the bidding document.
- The Joint Venture / Consortium Agreement shall clearly mention:
    - name and details of each partner;
    - name of the Lead Partner;
    - percentage/share of each partner;
    - scope of work and responsibilities of each partner;
    - authority of the Lead Partner; and
    - liability and obligations of all partners.

- All partners of the Joint Venture / Consortium shall be jointly and severally responsible for the satisfactory execution of the contract and for all obligations, liabilities, defaults, penalties, damages, claims and recoveries arising under the contract.
- No change in the composition of the Joint Venture / Consortium, Lead Partner, scope of work or percentage/share of participation shall be allowed without prior written approval of the Procuring Agency.
- In case of award, the successful Joint Venture / Consortium shall open and maintain a joint bank account in the name of the Joint Venture / Consortium.
- All payments under the contract shall be made only through the joint bank account of the Joint Venture / Consortium. No separate payment shall be made to any individual JV partner.
- The quoted unit rates shall remain fixed during the contract period, and payment shall be made on the basis of actual work executed at site, duly verified and accepted by the Procuring Agency.
- The Procuring Agency reserves the right to verify the submitted documents, work orders, performance certificates and JV credentials from the concerned authority/client at any stage of the procurement process or during contract execution.
- Any false, forged, misleading or incomplete information submitted by any JV partner may result in rejection of the bid, forfeiture of bid security/performance security and/or any other action as per applicable rules and terms of the bidding document.