

Standard Bidding Document

Procurement of Services For the Repair / Reclamation of 132/11 KV Power Transformers (2 x 20/26 MVA and 1 x 31.5/40 MVA)
(Non-Consultancy Services)

National

Single Stage-One Envelope



May 05, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **PESCO (Peshawar Electric Supply Company (PESCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **PESCO (Peshawar Electric Supply Company (PESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**Procurement of Services For the Repair / Reclamation of 132/11 KV Power Transformers (2 x 20/26 MVA and 1 x 31.5/40 MVA)**”
2. The **PESCO (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://vendors.epads.gov.pk/>.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, May 21, 2026 10:00 AM**. E-bids will be opened on the same day at **Thursday, May 21, 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. Fraud & Corruption

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 severally 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

1. Contents of Standard Bidding Document

1.1. 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 in accordance with **ITB 6.1** 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 Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

1.2. 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.

2. Clarifications

2.1. 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.

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

2.3. 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 8** .

2.4. 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.

2.5. 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 pursuant to **ITB 8** .

2.6. 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:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. 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.

3. Amendment of Bidding documents

3.1. 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.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** 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.

3.3. 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

1. Documents Constituting the Bids

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

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

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

2.1. 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.

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

3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, 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.

3.2. 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".

3.3. 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:

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

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

4. Form of Bid

4.1. 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.

5. Bids Prices

5.1. 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.

5.2. 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.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

5.4. 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.

5.5. 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 pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

6. Price Adjustment

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

7. Bids Currencies

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

8. Bid Validity Period

8.1. 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.

9. Bid Security or Bid Securing Declaration

9.1. 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.

9.2. 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, pursuant to ITB 17.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. 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 pursuant to ITB 13. 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:

9.4.1. the expiry of the Bid Security;

9.4.2. 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;

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

9.4.4. 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.

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

9.5.1. if a bidder:

9.5.1.1. 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

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

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

10. Alternative Bids by Bidders

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

10.2. 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.

11. Withdrawal, Substitution, and Modification of Bids

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

12. Format and Signing of Bids

12.1. 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.

12.2. 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

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

1.1. 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.

1.2. 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 accordance with ITB 8. 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

1. **Opening & Evaluation of Bids by the Procurement Cell**

1.1. As per Rule 10 of Public Procurement Rules, 2025
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

2. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

2.1. As per Rule 11 of Public Procurement Rules, 2025
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2025, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2025**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

5. **Opening of Bids**

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

6. **Confidentiality**

6.1. 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.

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

7. Preliminary Examination of Bids

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

7.1.1. meets the eligibility criteria defined in **ITB 3**;

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

7.1.3. is accompanied by the required securities; and

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

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** 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.

7.3. 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.

8. Examination of Terms and Conditions, Technical Evaluation

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been

met without material deviation or reservation.

8.2. 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 **ITB 21**, it shall reject the bids.

9. Correction of Errors

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

9.1.1. 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;

9.1.2. 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

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

9.1.4. 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.

9.2. 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 in accordance with **ITB 17**.

10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

11. Evaluation of Bids

11.1. 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, pursuant to **ITB 24**.

11.2. 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.

11.3. 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.

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

11.4.1. 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;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

11.6. 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.

11.7. 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**.

12. Determination of Most Advantageous Bids

12.1. 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.

13. Abnormally Low Financial Bids

13.1. 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 -

13.1.1. 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

13.1.2. 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.

14. Rejection of Bids

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

15. Cancellation of procurement

15.1. As per Rule 46 of Public Procurement Rules, 2025

16. Single Responsive Bid

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

17. Alternate Dispute Resolution (ADR)

17.1. As per Rule 66 of Public Procurement Rules, 2025

18. Arbitration Clause

18.1. (Appointing Authority for the Arbitrator shall be Chief Justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

19. Fee of the Arbitrator

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

20. Socio-economic development

20.1. As per Rule 63 of Public Procurement Rules, 2025, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

21. Environmental objectives

21.1. As per Rule 64 of the Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of the Public Procurement Rules, 2004.

2. Criteria of Award

2.1. 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 Successful Bid .

3. Procuring Agency's Right to reject All Bids

3.1. 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).

3.2. 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.

4. Procuring Agency's Right to Vary Quantities at the Time of Award

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

5. Notification of Award

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

5.2. 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).

5.3. 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.

6. **Signing of Contract**

6.1. 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.

7. **Performance Guarantee**

7.1. 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.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** 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.

8. **Advance Payment**

8.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

9. **Arbitration**

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

10. Corrupt & Fraudulent Practices

10.1. 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

1. Constitution of Grievance Redressal

1.1. 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. The committee must have one subject specialist depending the nature of the procurement.

2. GRC Procedure

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

1. Procedure for Blacklisting/Debarment

1.1. 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 "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

ITB Number 1.1

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

The subject of procurement is: **Procurement of Services For the Repair / Reclamation of 132/11 KV Power Transformers (2 x 20/26 MVA and 1 x 31.5/40 MVA)**

Expected commencement date: **Thursday, June 11, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P29282**

BDS Clause Number 3

ITB Number 4.6

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, May 12, 2026

BDS Clause Number 5

ITB Number 8.1

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

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid:

1. Registration with Income Tax/Sales Tax Departments and must have an Active Taxpayers status with Federal Board of Revenue
2. Documentary evidence demonstrating relevant experience in the manufacturing and/or repair of power transformers. The evidence must include work orders/ contracts and performance certificates issued by NTDC/WAPDA/PPMC/DISCOs, or any government organization
3. Submission of undertaking that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan at the time of bid submission.
4. Price Schedule Form in the annextures for the quoted lot

BDS Clause Number 7

ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

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

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

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

BDS Clause Number 13

ITB Number 16.1

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

BDS Clause Number 14

ITB Number 17.1

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

ITB Number 17.3

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 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

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 Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

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

The deadline for Bids submission is: **Thursday, May 21, 2026 10:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

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

Day : **Thursday**

Date: **Thursday, May 21, 2026**

Time : **10:30 AM**

BDS Clause Number 19

ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Call at Deposit, Bank Guarantee**

21.

51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

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



Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Documentary evidence demonstrating relevant experience in the manufacturing and/or repair of power transformers. The evidence must include work orders/ contracts and performance certificates issued by NTDC/WAPDA/PPMC/DISCOs/ or any government organization.	Yes
Submission of undertaking/ affidavit that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan at the time of bid submission.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Lot Title : Repair/ Reclamation of 132/11 KV, 20/26 MVA, Power Transformer Make Siemens (S.No. 10900016 lying at 132 kV GSS Tajazai)

Bid Security : 396498

Position	Delivery Schedule	Quantity
Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

Position	Delivery Schedule	Quantity
Replacement/ Repair of 01-No. LV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Replacement/ Repair of 01-No. RV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Replacement of all Gaskets	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Painting of Body	Address: Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province). Schedule: 27 Days Quantity: 1	1

Position	Delivery Schedule	Quantity
Replacement of cabling	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Refurbishment of Insulating parts	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements, New leads including all Minor works etc.	Address: PESCO Specified Location Schedule: 90-120Days Quantity: 1	1
Handling, loading/uploading, diagnostic testing, un-tanking active parts, removing top cover & OLTC, removing core frame top yoke lamination, disassembling windings & insulating parts (cutting HV, LV, RV leads), and conducting PRJI & customer inspect	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

Position	Delivery Schedule	Quantity
Vapor Phase Drying of the Active Parts Assembly	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Final assembly of active parts in the tank, vacuuming, oil filling/ filtering, and circulation. HV bushings, instruments, and accessories are assembled. Old T/F oil be filled and dehydrated. 10% Dehydration allowance be provided by PESCO	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
New Oil if provided by the Workshop	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
All type of Testing during and after Repairs as per NTDC/WAPDA Specifications	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

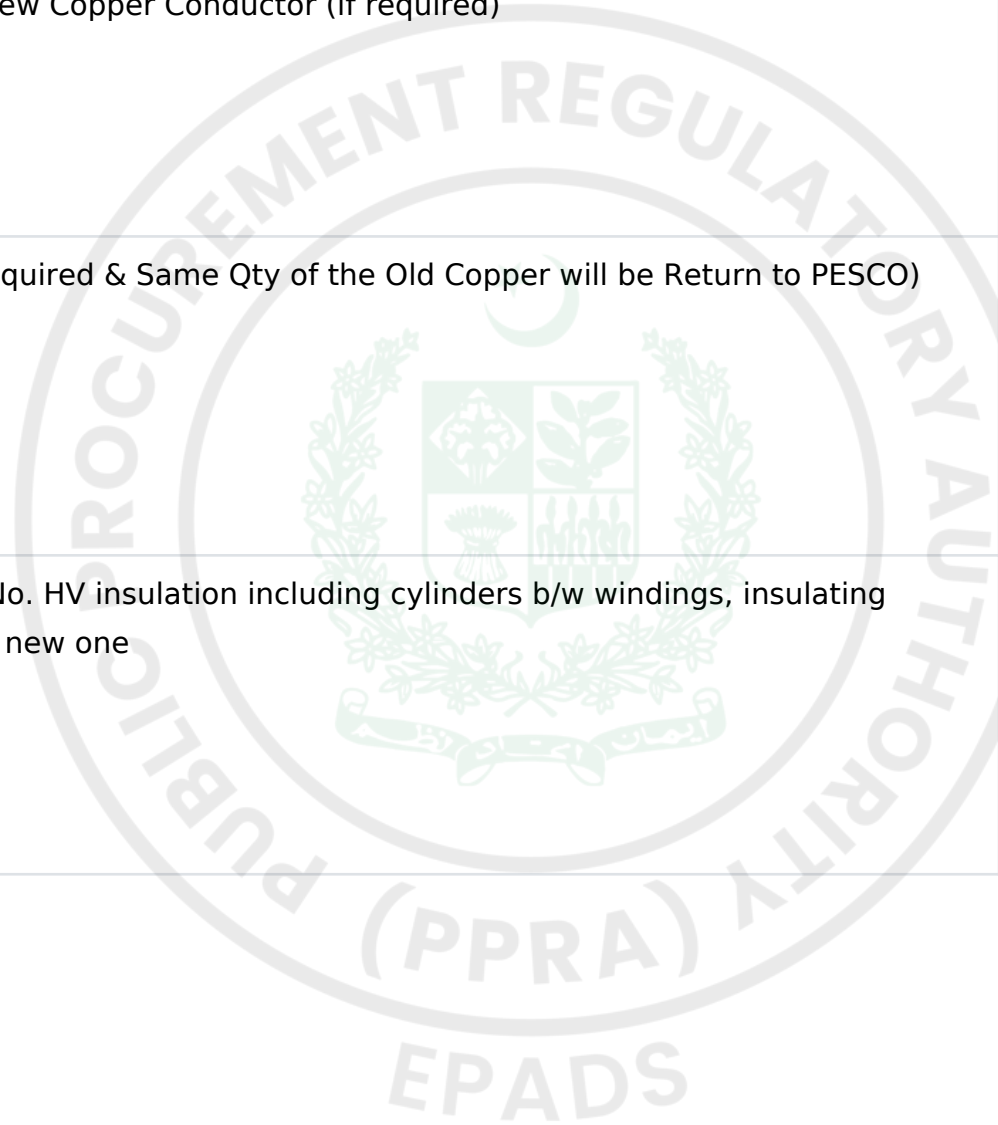
Position	Delivery Schedule	Quantity
Repairing of Fan motor	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

Lot Title : Repair/ Reclamation of 132/11 KV, 20/26 MVA, Power Transformer Make PEL(S.No. 1140022 lying at 132/11 kV GSS Dalazak)

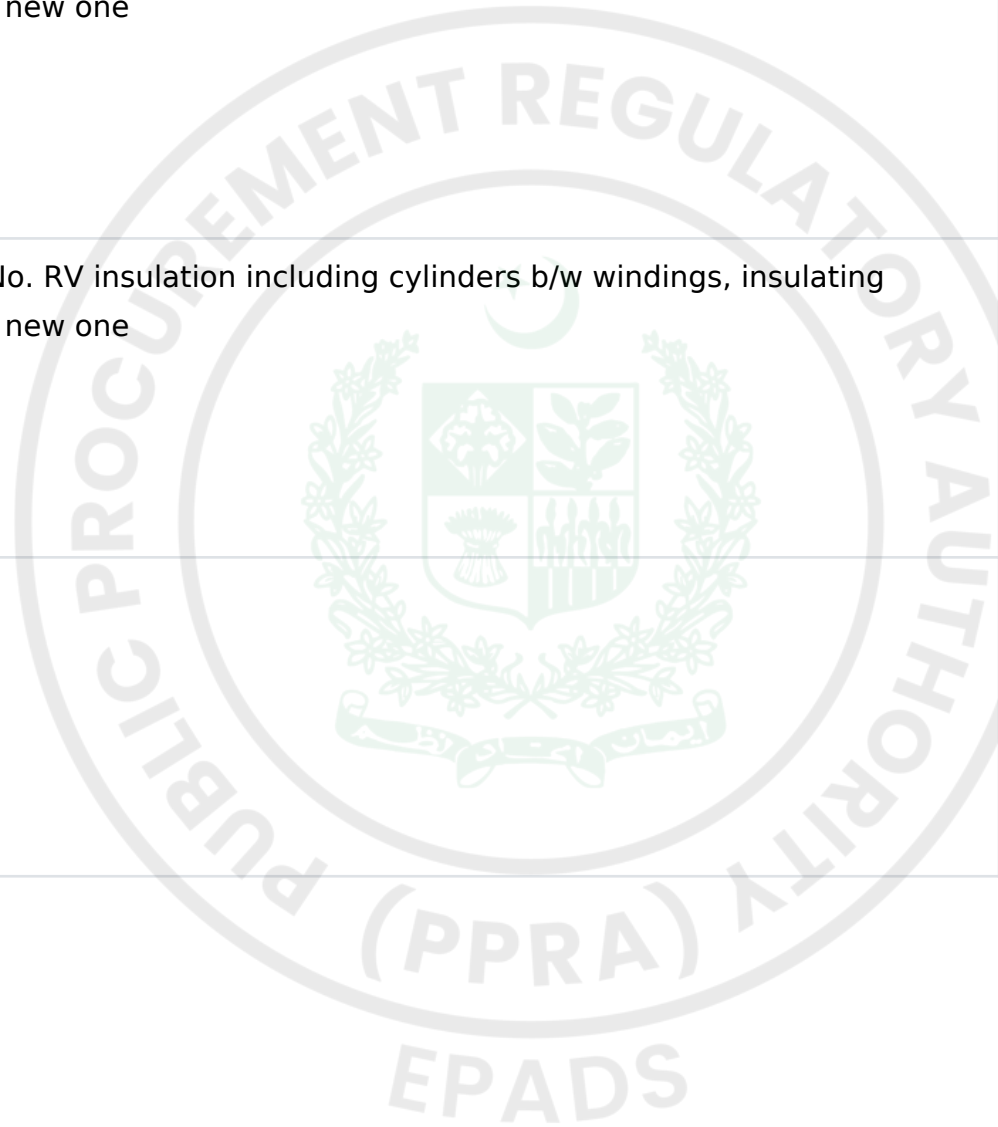
Bid Security : 396498

Position	Delivery Schedule	Quantity
Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

Position	Delivery Schedule	Quantity
Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1



Position	Delivery Schedule	Quantity
Replacement/ Repair of 01-No. LV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Replacement/ Repair of 01-No. RV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Replacement of all Gaskets	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

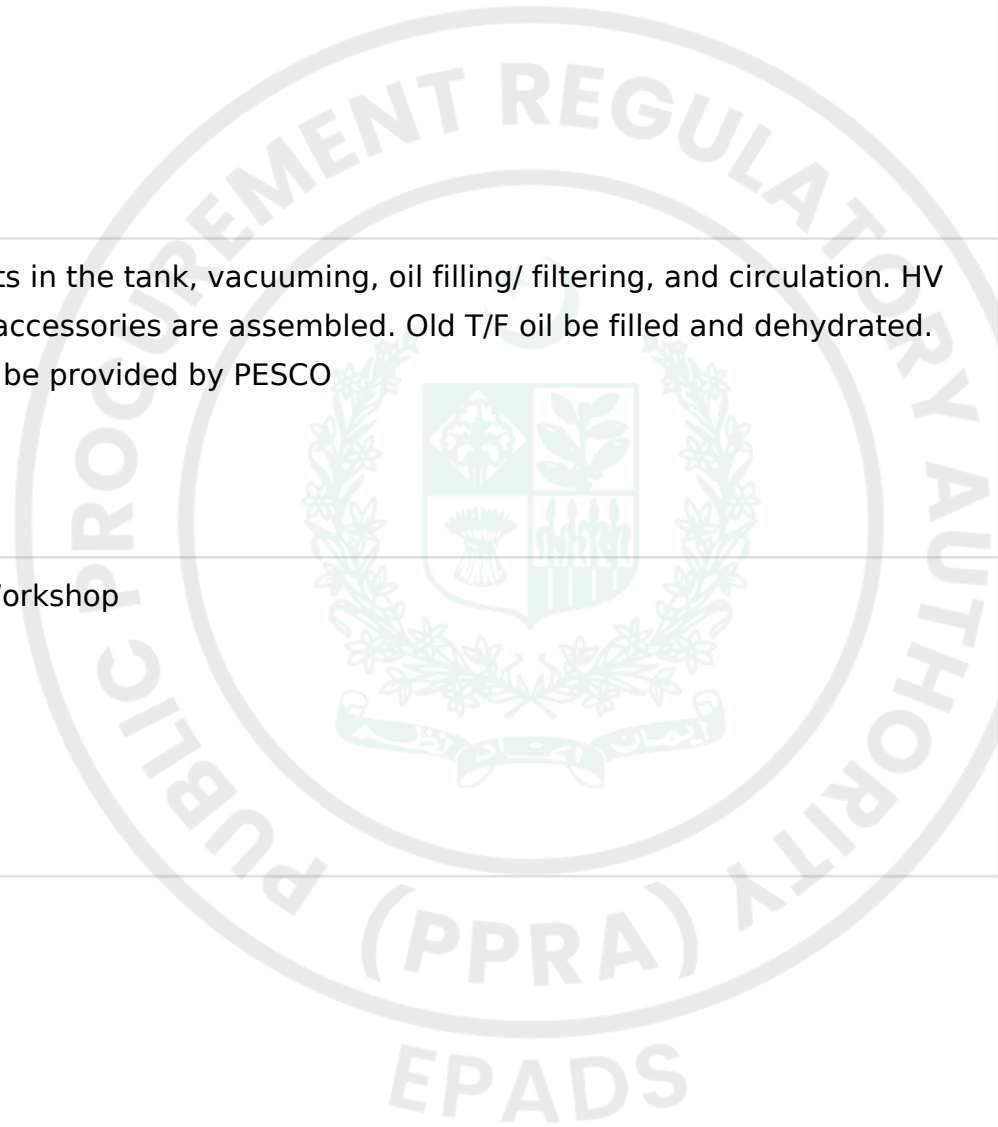


Position	Delivery Schedule	Quantity
Painting of Body	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1
Replacement of cabling	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1
Refurbishment of Insulating parts	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1



Position	Delivery Schedule	Quantity
<p>Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements, New leads including all Minor works etc.</p>	<p>Address: PESCO Specified Location</p> <p>Schedule: 90-120 Days</p> <p>Quantity: 1</p>	<p>1</p>
<p>Handling, loading/uploading, diagnostic testing, un-tanking active parts, removing top cover & OLTC, removing core frame top yoke lamination, disassembling windings & insulating parts (cutting HV, LV, RV leads), and conducting PRJI & customer inspect</p>	<p>Address: PESCO Specified Location</p> <p>Schedule: 90-120 Days</p> <p>Quantity: 1</p>	<p>1</p>
<p>After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly</p>	<p>Address: PESCO Specified Location</p> <p>Schedule: 90-120 Days</p> <p>Quantity: 1</p>	<p>1</p>

Position	Delivery Schedule	Quantity
Vapor Phase Drying of the Active Parts Assembly	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Final assembly of active parts in the tank, vacuuming, oil filling/ filtering, and circulation. HV bushings, instruments, and accessories are assembled. Old T/F oil be filled and dehydrated. 10% Dehydration allowance be provided by PESCO	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
New Oil if provided by the Workshop	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

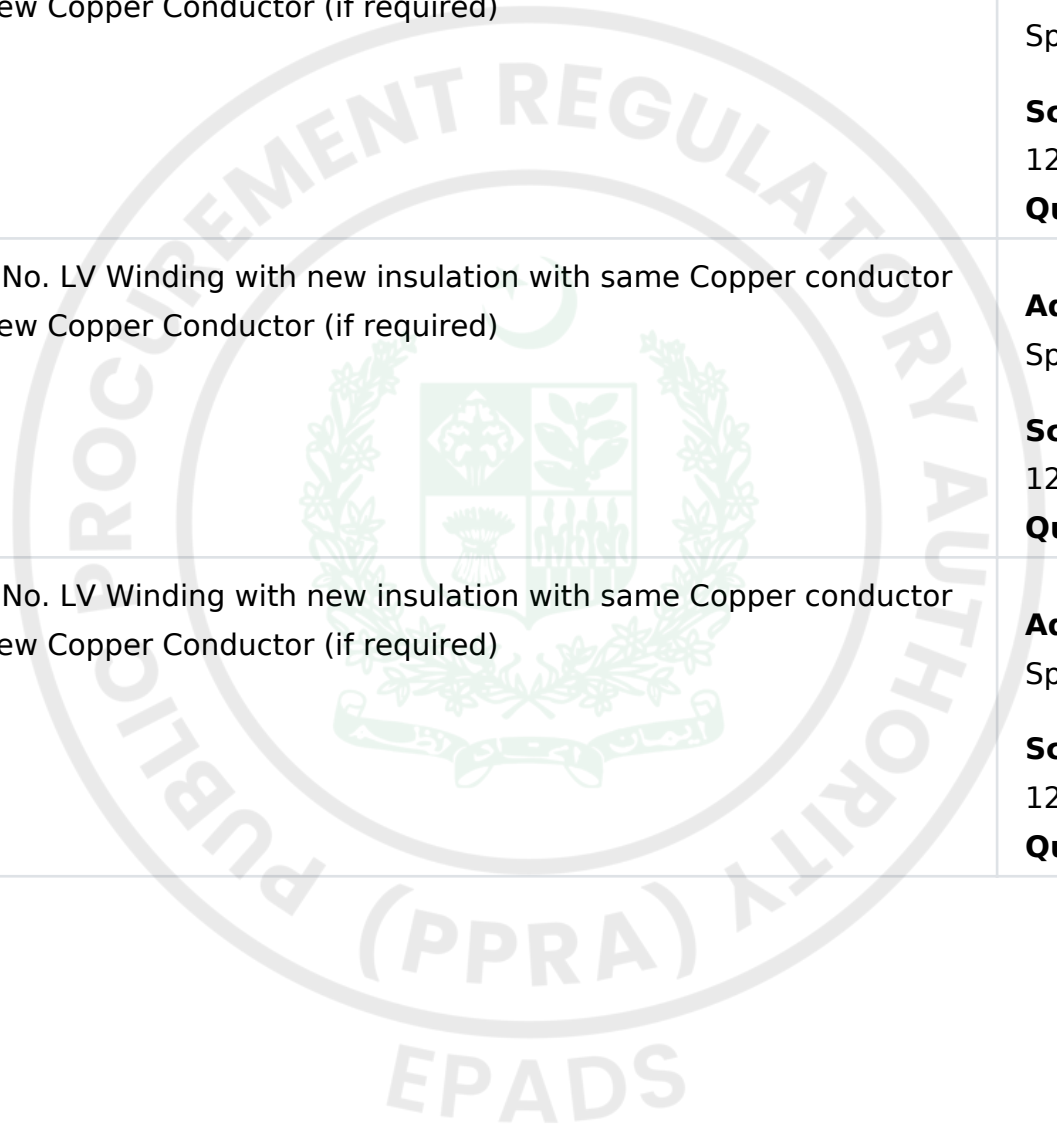


Position	Delivery Schedule	Quantity
All type of Testing during and after Repairs as per NTDC/WAPDA Specifications	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Repairing of Fan motor	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

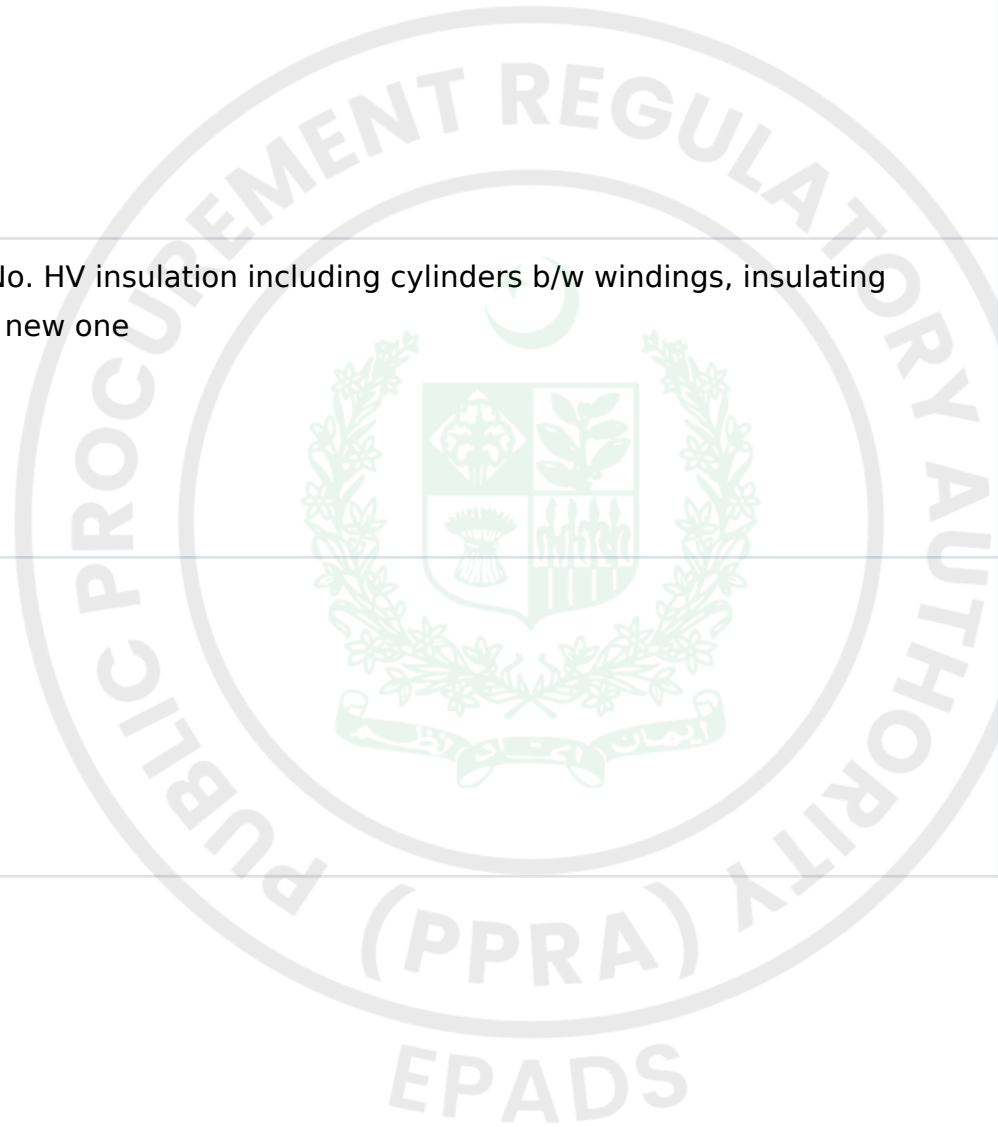
Lot Title : Repair/ Reclamation of 132/11 KV, 31.5/40 MVA, Power Transformer Make PEL(S.No. 11300001 lying at 132/11 kV GSS Kohat)

Bid Security : 426204

Position	Delivery Schedule	Quantity
Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1



Position	Delivery Schedule	Quantity
New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Replacement of all Gaskets	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1

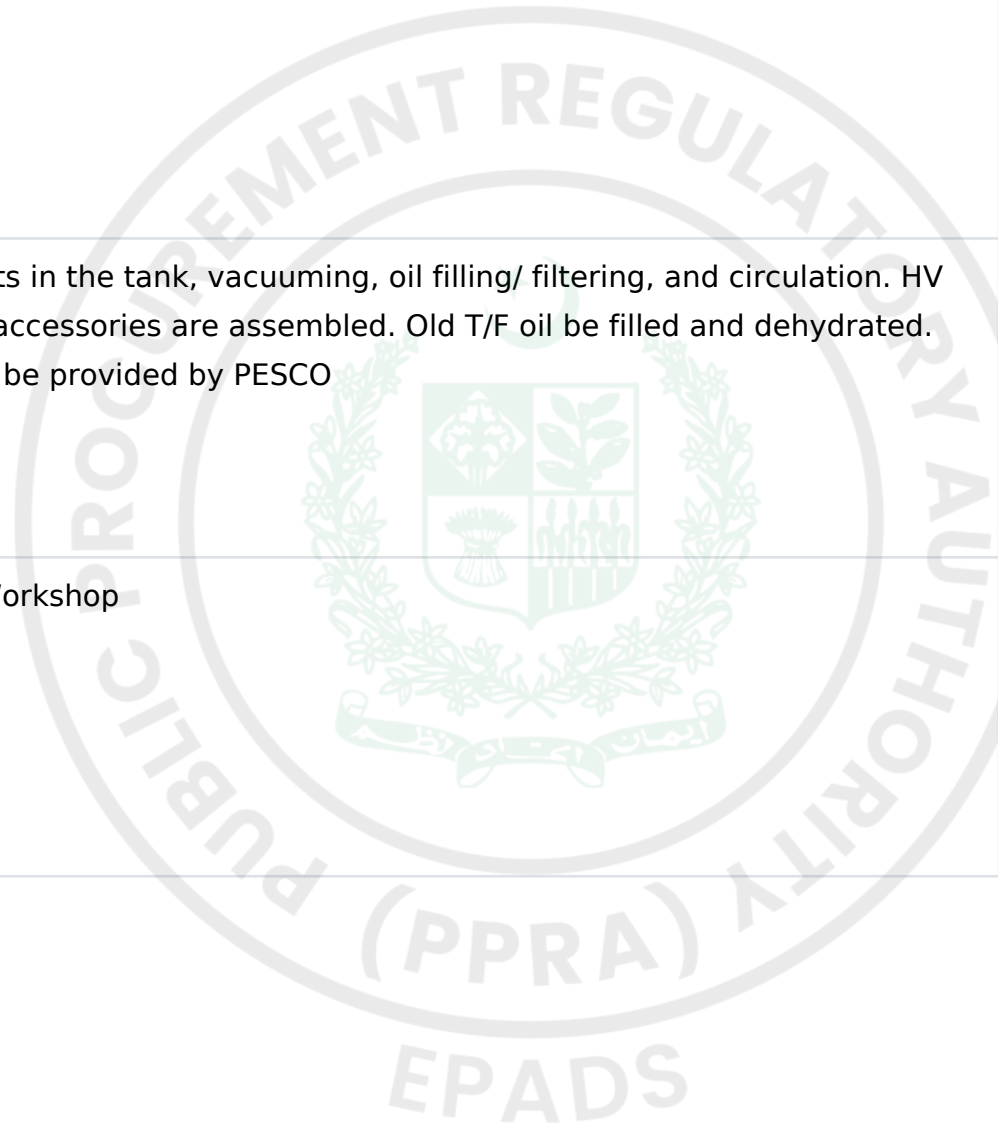


Position	Delivery Schedule	Quantity
Painting of Body	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1
Replacement of cabling	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1
Refurbishment of Insulating parts	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1



Position	Delivery Schedule	Quantity
<p>Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements,</p>	<p>Address: PESCO Specified Location</p> <p>Schedule: 90-120 Days</p> <p>Quantity: 1</p>	<p>1</p>
<p>Handling, loading/uploading, diagnostic testing, un-tanking active parts, removing top cover & OLTC, removing core frame top yoke lamination, disassembling windings & insulating parts (cutting HV, LV, RV leads), and conducting PRJI & customer inspect</p>	<p>Address: PESCO Specified Location</p> <p>Schedule: 90-120 Days</p> <p>Quantity: 1</p>	<p>1</p>
<p>After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly</p>	<p>Address: PESCO Specified Location</p> <p>Schedule: 90-120 Days</p> <p>Quantity: 1</p>	<p>1</p>

Position	Delivery Schedule	Quantity
Vapor Phase Drying of the Active Parts Assembly	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
Final assembly of active parts in the tank, vacuuming, oil filling/ filtering, and circulation. HV bushings, instruments, and accessories are assembled. Old T/F oil be filled and dehydrated. 10% Dehydration allowance be provided by PESCO	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1
New Oil if provided by the Workshop	Address: PESCO Specified Location Schedule: 90-120 Days Quantity: 1	1



Position	Delivery Schedule	Quantity
All type of Testing during and after Repairs as per NTDC/WAPDA Specifications	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1
Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1
Repairing of Fan motor	Address: PESCO Specified Location Schedule: 90- 120 Days Quantity: 1	1

Related Services :

No

Services Specifications

Lot Title : Repair/ Reclamation of 132/11 KV, 20/26 MVA, Power Transformer Make Siemens (S.No. 10900016 lying at 132 kV GSS Tajazai)

Position: Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement/ Repair of 01-No. LV insulation including cylinders b/w windings, insulating angle rings & end rings with new one

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement/ Repair of 01-No. RV insulation including cylinders b/w windings, insulating angle rings & end rings with new one

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement of all Gaskets

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Painting of Body

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement of cabling

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Refurbishment of Insulating parts

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements, New leads including all Minor works etc.

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Handling, loading/uploading, diagnostic testing, un-tanking active parts, removing top cover & OLTC, removing core frame top yoke lamination, disassembling windings & insulating parts (cutting HV, LV, RV leads), and conducting PRJI & customer inspect

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Vapor Phase Drying of the Active Parts Assembly

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Final assembly of active parts in the tank, vacuuming, oil filling/ filtering, and circulation. HV bushings, instruments, and accessories are assembled. Old T/F oil be filled and dehydrated. 10% Dehydration allowance be provided by PESCO

Specifications / Requirements:

As per relevant NTC Specification

Position: New Oil if provided by the Workshop

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: All type of Testing during and after Repairs as per NTDC/WAPDA Specifications

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Repairing of Fan motor

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Lot Title : Repair/ Reclamation of 132/11 KV, 20/26 MVA, Power Transformer Make PEL(S.No. 1140022 lying at 132/11 kV GSS Dalazak)

Position: Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement/ Repair of 01-No. LV insulation including cylinders b/w windings, insulating angle rings & end rings with new one

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement/ Repair of 01-No. RV insulation including cylinders b/w windings, insulating angle rings & end rings with new one

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement of all Gaskets

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Painting of Body

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement of cabling

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Refurbishment of Insulating parts

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements, New leads including all Minor works etc.

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Handling, loading/uploading, diagnostic testing, un-tanking active parts, removing top cover & OLTC, removing core frame top yoke lamination, disassembling windings & insulating parts (cutting HV, LV, RV leads), and conducting PRJI & customer inspect

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover
Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Vapor Phase Drying of the Active Parts Assembly

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Final assembly of active parts in the tank, vacuuming, oil filling/ filtering, and circulation. HV bushings, instruments, and accessories are assembled. Old T/F oil be filled and dehydrated. 10% Dehydration allowance be provided by PESCO

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: New Oil if provided by the Workshop

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: All type of Testing during and after Repairs as per NTDC/WAPDA Specifications

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Repairing of Fan motor

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Lot Title : Repair/ Reclamation of 132/11 KV, 31.5/40 MVA, Power Transformer Make PEL(S.No. 11300001 lying at 132/11 kV GSS Kohat)

Position: Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement of all Gaskets

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Painting of Body

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Replacement of cabling

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Refurbishment of Insulating parts

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements,

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Handling, loading/uploading, diagnostic testing, un-tanking active parts, removing top cover & OLTC, removing core frame top yoke lamination, disassembling windings & insulating parts (cutting HV, LV, RV leads), and conducting PRJI & customer inspect

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover
Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Vapor Phase Drying of the Active Parts Assembly

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Final assembly of active parts in the tank, vacuuming, oil filling/ filtering, and circulation. HV bushings, instruments, and accessories are assembled. Old T/F oil be filled and dehydrated. 10% Dehydration allowance be provided by PESCO

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: New Oil if provided by the Workshop

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: All type of Testing during and after Repairs as per NTDC/WAPDA Specifications

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Position: Repairing of Fan motor

Specifications / Requirements:

As per relevant NTDC/WAPDA Specification

Scope of Work

Repair/Reclamation of 132 kV Power Transformer

The Supplier/Service Provider shall be fully responsible for the repair/reclamation of the 132/11 kV power transformer in accordance with the requirements of PESCO and the applicable NTDC/WAPDA specifications. The scope of work shall include, but shall not be limited to, the following activities:

1. Site Handling, Dismantling and Transportation

The Supplier shall be responsible for all activities required at the PESCO site, including loading, unloading, dismantling, handling, shifting and safe transportation of the power transformer from the specified PESCO location to the Supplier's/service provider's workshop or premises. All tools, tackles, cranes, lifters, trailers, manpower, safety arrangements and transportation facilities required for this purpose shall be arranged by the Supplier at its own cost and risk.

The Supplier shall ensure that the transformer is handled carefully during dismantling, loading, transportation and unloading to avoid any further damage. Any damage occurring during handling, lifting, transportation or unloading shall be the sole responsibility of the Supplier.

2. Initial Inspection at Service Provider's Premises

After receiving the transformer at its premises, the Supplier shall issue a formal inspection call to PESCO. A PESCO-nominated committee shall visit the Supplier's premises and jointly inspect the transformer along with the Supplier's representative.

The purpose of this joint inspection shall be to assess the actual condition of the transformer and ascertain the nature and extent of damage/loss. The inspection may include physical inspection, preliminary testing, internal inspection, assessment of damaged components and verification of required repair/reclamation works.

The Supplier shall provide all necessary facilities to the PESCO inspectors including boarding and lodging during the inspection and testing process.

3. Submission of Revised Bill of Quantities

After joint inspection and assessment, the Supplier shall submit a revised Bill of Quantities based on the actual repair/reclamation requirement identified during inspection. The revised BOQ shall be prepared strictly in accordance with the rates already agreed and approved in the original work order and shall be duly signed by all the PESCO nominated committee members.

PESCO shall review the revised BOQ and, after approval, issue a revised work order to the Supplier. The Supplier shall not proceed with any additional work beyond the original scope unless the revised BOQ/work order is approved by PESCO.

4. Repair/Reclamation Work

After issuance of the revised work order, the Supplier shall carry out the repair/reclamation of the transformer in accordance with the approved BOQ, relevant NTDC/WAPDA specifications, applicable standards, good engineering practices and PESCO requirements.

The repair/reclamation work may include, where required, dismantling, inspection, repair or replacement of damaged parts, winding repair/replacement, core inspection, insulation treatment, oil filtration/replacement, bushing repair/replacement, gasket replacement, tank repair, painting, drying-out process, reassembly, testing and any other work necessary to restore the transformer to satisfactory operating condition.

All materials, spare parts and components used during the repair shall be new, genuine, standard quality and suitable for use in 132 kV power transformers. The Supplier shall be responsible for workmanship, quality control and performance of the repaired transformer.

If replacement of copper conductors is required, the Service provider will provide new copper conductors and return the same quantity of old copper conductors to PESCO.

5. Final Inspection and Testing

After completion of repair/reclamation work, the Supplier shall issue a final inspection call to PESCO. The PESCO-nominated committee shall inspect and test the repaired transformer at the Supplier's premises.

The transformer shall be tested in accordance with NTDC/WAPDA specifications and applicable standards. The Supplier shall provide all testing facilities, instruments, manpower and arrangements required for inspection and testing. All test results shall be recorded and submitted to PESCO for verification.

After satisfactory inspection and testing, the PESCO-nominated committee shall issue an Inspection Certificate/Acceptance Certificate for the repaired transformer.

6. Return Transportation and Delivery

After issuance of the Inspection Certificate, the Supplier shall transport the repaired transformer back to the PESCO-specified location. The Supplier shall be responsible for all loading, unloading, handling, transportation, shifting and placement of the transformer at the designated PESCO site.

The Supplier shall ensure safe delivery of the transformer without damage. Any damage during return transportation, loading, unloading or handling shall be rectified by the Supplier at its own cost.

7. Taxes, Duties and Incidental Charges

The quoted price shall be inclusive of all applicable taxes, duties, levies, loading, unloading, dismantling, handling, transportation, labour, tools, equipment, testing, inspection support and all other incidental charges required for successful completion of the work.

No additional payment shall be admissible except where specifically approved by PESCO through a revised work order based on the joint inspection and agreed work-order rates.

8. Compliance and Responsibility

The Supplier shall be responsible for completing the entire work in accordance with the approved work order, revised BOQ, NTDC/WAPDA specifications, applicable safety standards and instructions issued by PESCO. The Supplier shall also ensure proper documentation, inspection coordination, safe handling and timely completion of the repair/reclamation work.

Failure to comply with specification requirements, poor workmanship, use of substandard material or unsatisfactory test results shall be the responsibility of the Supplier, and the Supplier shall rectify such defects at its own cost.

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 Contractor and 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**

1. **Effectiveness of Contract**

1.1. 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.

2. Commencement of Services

2.1. 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.

3. Program schedule

3.1. 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.

4. Starting Date/Expiration Date

4.1. 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.

4.2. 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.

5. Entire Agreement

5.1. 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.

6. Modification

6.1. 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.

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

7. Force Majeure

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

8. Termination

8.1. 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);

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

8.1.2. 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;

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

8.1.4. 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;

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

8.2. 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.

8.2.1. 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;

8.2.2. 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;

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

8.2.4. 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

1. General

1.1. Standard of Performance

1.1.1. 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;

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

1.2. 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.

2. Conflict of Interests

2.1. 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.

2.2. 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.

2.3. 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:

2.3.1. 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;

2.3.2. 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;

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

3. Insurance to be Taken Out by the Contractor

3.1. 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.

4. Contractor's Actions Requiring Procuring Agency's Prior Approval

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

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

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the SCC.

5. Reporting Obligations

5.1. 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.

6. Liquidated Damages

6.1. 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.

6.2. 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.

6.3. 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

7. Performance Guarantee

7.1. 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**.

7.2. 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.

7.3. 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**.

7.4. 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**.

8. Sustainable Procurement

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

D. Contractor's Personnel

1. Description of Personnel

1.1. 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.

2. Removal and / or Replacement of Personnel

2.1. 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.

2.2. 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.

2.3. 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

1. Change in the Applicable Law

1.1. 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.

2. Services and Facilities

2.1. 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.

2.2. 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

1. Contract Price

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

2. Terms and Conditions of Payment

2.1. 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.

2.2. 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.

3. Quality Control Identifying Defects

3.1. 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.

4. Correction of Defects, and Lack of Performance Penalty

4.1. 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.

4.2. 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.

4.3. 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.

5. Settlement of Disputes Amicable Settlement

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

6. Dispute Settlement

6.1. 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: PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Supplier is:

The title of the subject procurement is: Procurement of Services For the Repair / Reclamation of 132/11 KV Power Transformers (2 x 20/26 MVA and 1 x 31.5/40 MVA)

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:

PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

+92-370-134-0008

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:

PESCO (Peshawar Electric Supply Company (PESCO)), Manager
Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division
(Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0008
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 Goods 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 goods or services due to a conflict of a nature described in Clause GCC 17.

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 10.00% of the contract price in acceptable form of Call at Deposit, Bank Guarantee

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 28

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 29

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

The detailed delivery schedule and inspection procedures are provided in the Annexure.

Delivery & Documents

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

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

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

Number of GC Clause 31

Following is the guidance for Dispute Resolution

1. 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.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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.
4. 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.
5. 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.: **P29282**

To: **PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., 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 **PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., 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., **Procurement of Services For the Repair / Reclamation of 132/11 KV Power Transformers (2 x 20/26 MVA and 1 x 31.5/40 MVA) (P29282)** 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 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 times 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: **PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., 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

Delivery Schedule and Inspection

Information (Read-Only)

See Form Under Additional Forms and Documents: **Delivery Schedule and Inspection** (page number: 99)

Form of Bid

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Bid** (page number: 101)

Bidder Information Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder Information Form** (page number: 103)

Bidder's Experience

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder's Experience** (page number: 104)

No Deviation Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **No Deviation Form** (page number: 105)

Integrity Pact

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Integrity Pact** (page number: 106)

Bid Security Form

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bid Security Form** (page number: 108)

Price Schedule Form for the repair/reclamation of the 132/11 KV, 20/26 MVA, Power Transformer, Make Siemens (S.No. 10900016) lying at 132 kV GSS Tajazai

Bidders quoting for the repair/reclamation of the 132/11 KV, 20/26 MVA, Power Transformer, Make Siemens (S.No. 10900016) lying at 132 kV GSS Tajazai, must complete, sign, and upload this form. If not quoting for this transformer, an affidavit stating that it is not applicable must be uploaded.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule Form for the repair/reclamation of the 132/11 KV, 20/26 MVA, Power Transformer, Make Siemens (S.No. 10900016) lying at 132 kV GSS Tajazai** (page number: 110)

Price Schedule Form for the repair/reclamation of the 132/11 KV, 20/26 MVA, Power Transformer, Make PEL (S.No. 1140022 lying at 132/11 kV GSS Dalazak)

Bidders quoting for the repair/reclamation of the 132/11 KV, 20/26 MVA, Power Transformer, Make PEL (S.No. 1140022 lying at 132/11 kV GSS Dalazak), must complete, sign, and upload this form. If not quoting for this transformer, an affidavit stating that it is not applicable must be uploaded.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule Form for the repair/reclamation of the 132/11 KV, 20/26 MVA, Power Transformer, Make PEL (S.No. 1140022 lying at 132/11 kV GSS Dalazak)** (page number: 112)

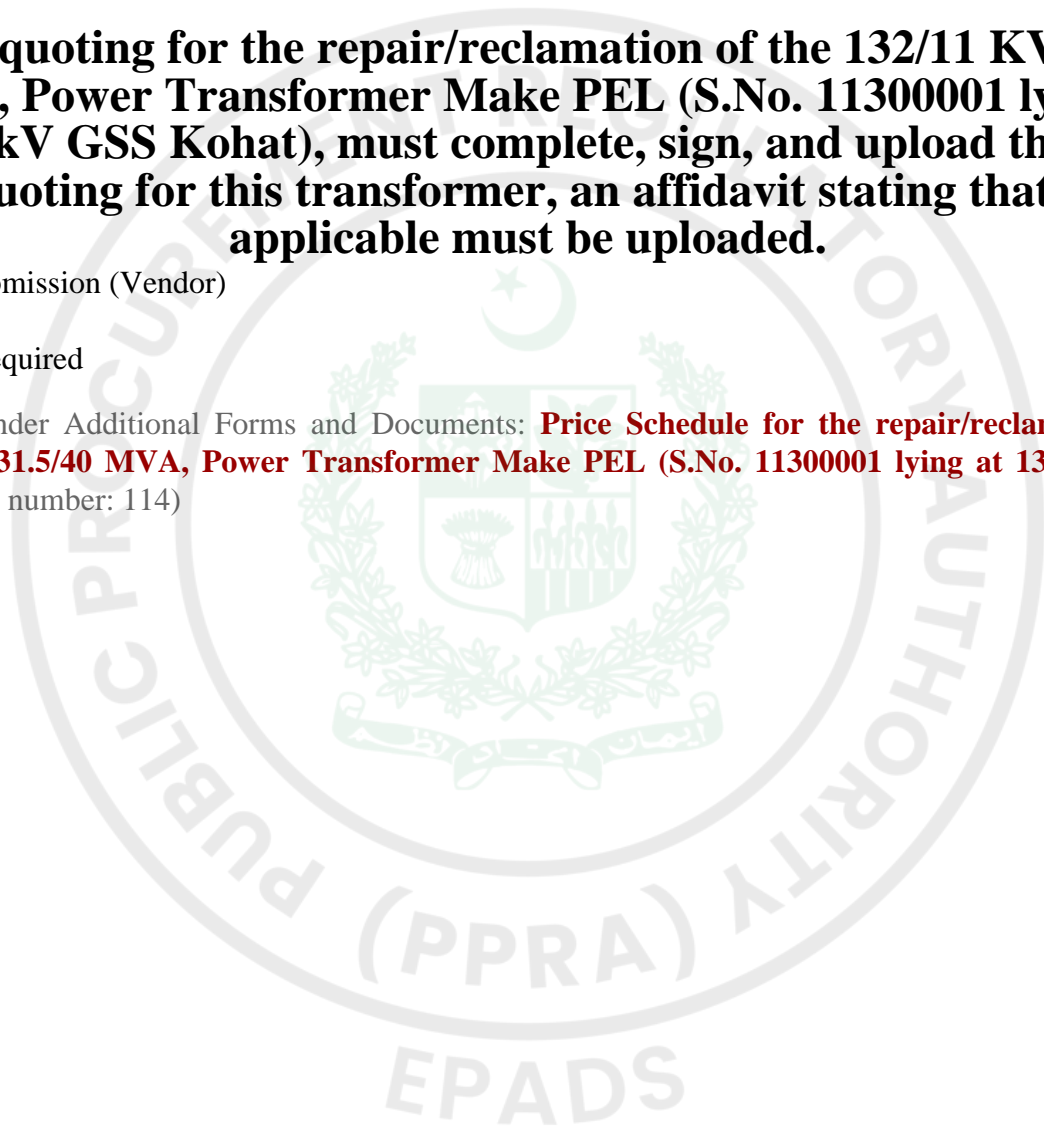
Price Schedule for the repair/reclamation of the 132/11 KV, 31.5/40 MVA, Power Transformer Make PEL (S.No. 11300001 lying at 132/11 kV GSS Kohat)

Bidders quoting for the repair/reclamation of the 132/11 KV, 31.5/40 MVA, Power Transformer Make PEL (S.No. 11300001 lying at 132/11 kV GSS Kohat), must complete, sign, and upload this form. If not quoting for this transformer, an affidavit stating that it is not applicable must be uploaded.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule for the repair/reclamation of the 132/11 KV, 31.5/40 MVA, Power Transformer Make PEL (S.No. 11300001 lying at 132/11 kV GSS Kohat)** (page number: 114)





Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 116)







Additional Forms and Documents

Delivery Schedule & Inspection

Delivery Schedule:

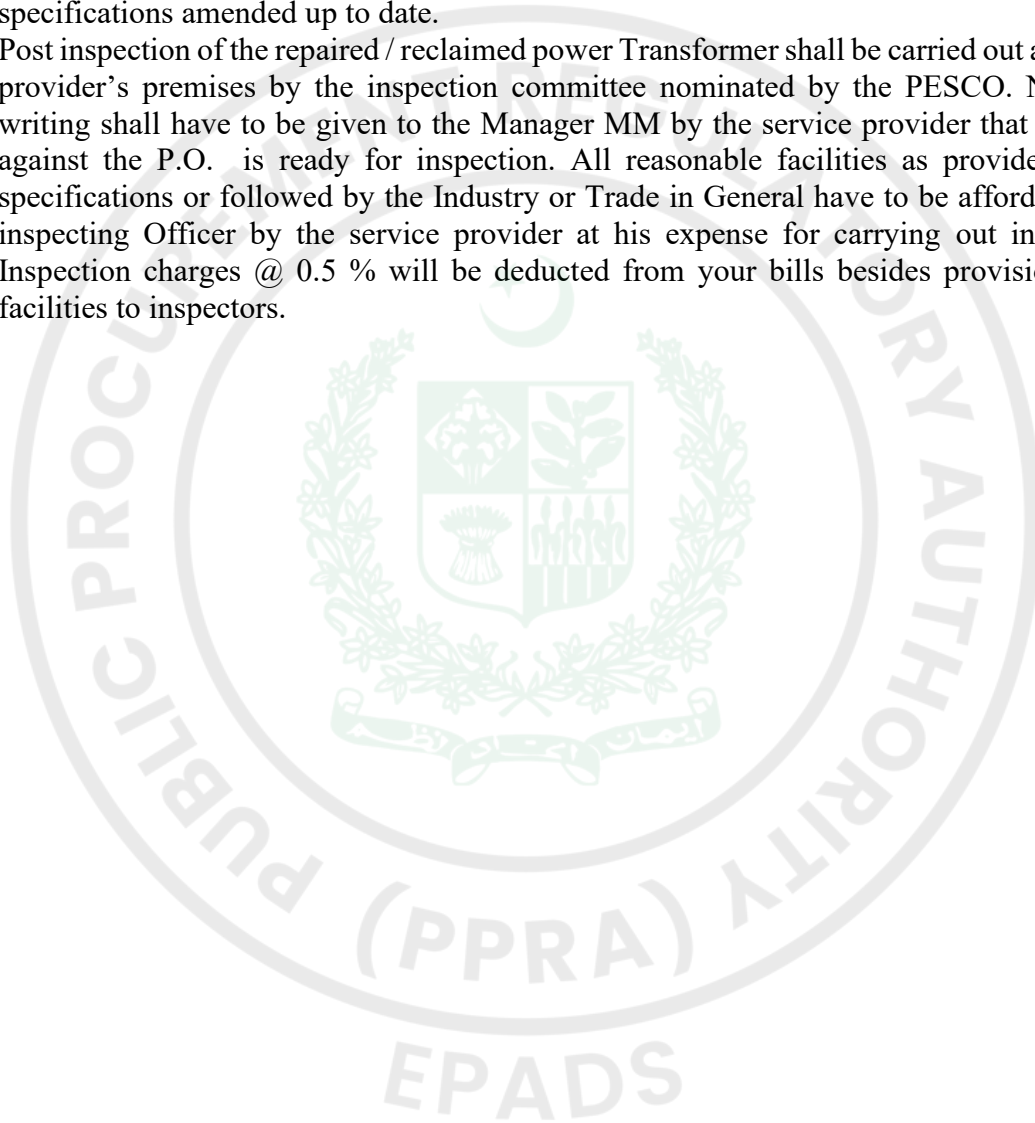
- i. The delivery period shall be 90 to 120 days subject to reconsideration based on PESCO's requirements at the time of issuing the work order. The delivery timeline will start from the date of issuance of the initial Work Order till delivery of the transformer at the PESCO-designated store. The following periods shall not be counted toward the delivery period:
 - a. The days from issuance of the pre-joint inspection call by the service provider after the transportation of the power transformer to service provider's premises until the issuance of the Final Work Order; and
 - b. The days from issuance of the Final Inspection Call by the service provider after the repair of power transformer until the issuance of the Inspection Certificate by the PESCO.
- ii. The service provider shall immediately transport the damaged power transformer from the designated grid station to its premises after the issue of initial work order. Following the transportation, the service provider shall issue an inspection call for pre-joint inspection of the damaged power transformer at its premises to assess the actual extent of damages and determine the actual scope of work involved in the repair/ reclamation of power transformer.
- iii. Upon issuance of the inspection call for pre-joint inspection, the delivery timeline shall be paused until the issuance of the Revised Final Work Order.
- iv. The Revised Final Work Order shall be issued by the PESCO following detailed joint inspection of the damaged power transformer carried out by both the PESCO Inspection Committee and the service provider's team at the service provider's premises.
- v. After issuance of the Revised Final Work Order, the service provider shall proceed with repair/reclaim the power transformer strictly in accordance with the defined scope of work. The service provider shall submit the Final Inspection Call at least 20 days prior to the expiry of the due date.
- vi. Upon successful inspection and issuance of the Inspection Certificate, the service provider shall deliver the repaired/reclaimed transformer to the PESCO-specified location within 20 days. The transformer must meet all required technical specifications and operational standards.
- vii. Any rejection arising from a false inspection call, improper repair, or non-compliance with technical standards shall be entirely at the service provider's risk and responsibility.
- viii. In the event the service provider fails to offer the material for inspection as required under clauses (i) (v) and (vi) above, the GRN/Bill of Lading date shall be considered as the date of delivery, and Liquidated Damages (LD) shall be applied accordingly.

Inspection:

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- i. After the power transformer is transported at the service provider's premises/workshop, the service provider will offer an inspection call in writing for a pre joint inspection to PESCO MM Directorate for nomination of the PESCO committee for conducting pre joint inspection at the service provider's premises to determine the actual extent of damage in

- the power transformer and define the actual scope of work. The service provider will be responsible for providing the testing facility for the inspection committee.
- ii. The service provider will prepare the Pre-joint Inspection Report and duly sign it from all committee members and onward submit the same to PESCO MM Directorate for issuance of Revised Final work order based on actual scope of damage/work, at the agreed rates.
 - iii. After repair of the power transformer, the service provider shall offer the repaired/reclaimed power transformer for inspection at least 20 days prior to the expiry of the due date. Post repair/inspection of the Power Transformer shall be according to NTDC specifications amended up to date.
 - iv. Post inspection of the repaired / reclaimed power Transformer shall be carried out at service provider's premises by the inspection committee nominated by the PESCO. Notice in writing shall have to be given to the Manager MM by the service provider that the store against the P.O. is ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in General have to be afforded to the inspecting Officer by the service provider at his expense for carrying out inspection. Inspection charges @ 0.5 % will be deducted from your bills besides provision of all facilities to inspectors.



FORM 3: FORM OF BID

Date: _____.

Tender No.: _____.

To: **Manager (Material Management) PESCO**

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*

_____,
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[description of goods and services]*

in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming *[insert the name of the Appointing Authority]*,
_____,
to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

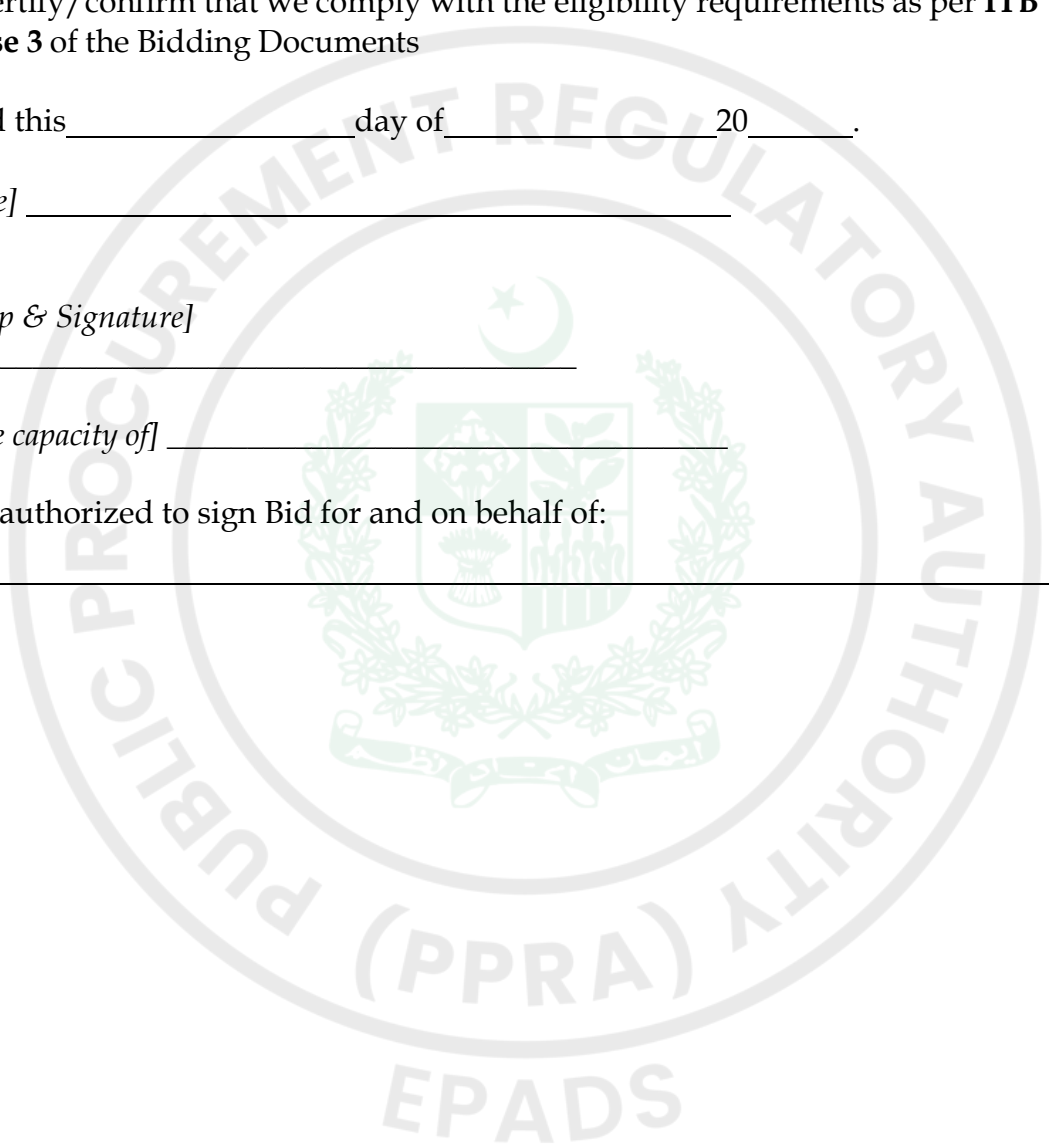
Dated this _____ day of _____ 20_____.

[Name] _____

[Stamp & Signature] _____

[in the capacity of] _____

Duly authorized to sign Bid for and on behalf of:



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] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency

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.

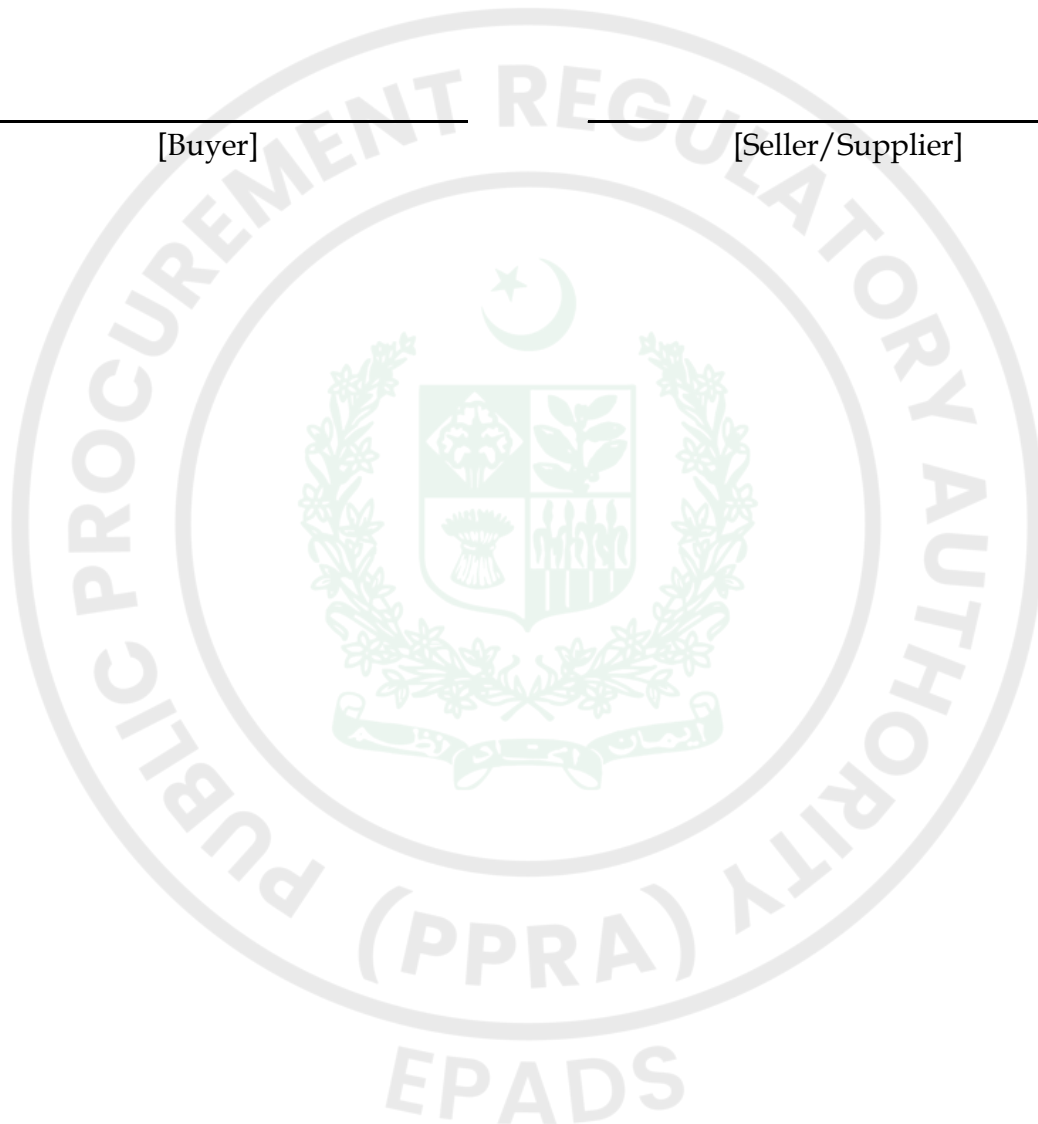
[Name of Supplier _____] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[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 times 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]



FORM 8: BID SECURITY FORM (Bank Guarantee)

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

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

Beneficiary: Chief Executive Officer PESCO

Tender No. _____

Amount (PKR): _____ (in words _____)

Issue Date: _____

Expiry Date: _____

BID SECURITY No.: _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (c) does not accept the corrections of errors in accordance with ITB.

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

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

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

Signed _____
Date _____



FORM 4: PRICE SCHEDULE FORM

Repair/ Reclamation of 132/11 KV, 20/26 MVA, Power Transformer Make Siemens
(S.No. 10900016 lying at 132 kV GSS Tajazai)

S.No	Description	Qty	Price offered including all applicable Taxes (PKR)
01	<u>Material Windings</u>	Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)	Per kg
02	<u>Insulation</u>	Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
		Replacement/ Repair of 01-No. LV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
		Replacement/ Repair of 01-No. RV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
03	Gaskets	Replacement of all Gaskets	Set
04	Painting & Kerosine Oil	Painting of Body	Job
05	Cabling	Replacement of cabling	Set
06	Insulating Parts	Refurbishment of Insulating parts	Job
07	Tank Body	Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements, New leads including all Minor works etc.	Job
08	Preparation, Disassembly & Conducting of PRJI (pre-repair joint Inspection)	Handling, Loading/Uploading Preliminary Diagnostic Testing Un-tanking the active parts Removal of the Top cover & OLTC Removal of the core frame top yoke lamination Disassembly of windings & insulating parts including cutting HV, LV & RV leads Conducting of PRJI & Customer's inspection team at the firm.	Job
09	Assembly of Active Parts	After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly	Job
10	Vapor Phase Drying of the Active Parts Assembly		Job

SR.	Description		Qty	Price offered including all applicable Taxes (PKR)
11	Tanking of the Active Parts/Final Assembly & Oil Circulation	Final assembly of the active parts in Tank Vacuuming of the Tank with Active Parts Oil Filling/Filtering, Circulation in Tank Assembly of HV Bushings, Instruments & accessories Old T/F Oil to be filled in T/F then Dehydration Charges of T/F Oil To meet 10% Dehydration allowance new T/F oil to be provided by PESCO	Job	
12	New Transformer Oil	New Transformer Oil (if provided by Workshop)	Liter	
13	Testing	All type of Testing during and after Repairs as per NTDC/WAPDA Specifications	Job	
14	Transportation	Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.	Job	
15	Fan Motors	Repairing of Fan Motors	01	
TOTAL PRICE INCLUDING ALL TAXES (PKR)				

Note:-

1. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes.
2. Test results are attached as Annex for Power Transformers; the Actual Quantum of work will be decided after Proper Inspection of Joint inspection Committee written Report on Disassembly of Power Transformer.
3. PESCO reserves the right to utilize either the transportation services offered by the Bidder/ Manufacturer or arrange its own. If PESCO opts not to avail the Manufacturer's transport services, no transportation charges shall be payable under the work order.

Stamp & Signature of Bidder

FORM 4: PRICE SCHEDULE FORM

Repair/ Reclamation of 132/11 KV, 20/26 MVA, Power Transformer Make PEL
(S.No. 1140022 lying at 132/11 kV GSS Dalazak)

S.No	Description	Qty	Price offered including all applicable Taxes (PKR)
01	<u>Material Windings</u>	Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)	Per kg
02	<u>Insulation</u>	Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
		Replacement/ Repair of 01-No. LV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
		Replacement/ Repair of 01-No. RV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
03	Gaskets	Replacement of all Gaskets	Set
04	Painting & Kerosine Oil	Painting of Body	Job
05	Cabling	Replacement of cabling	Set
06	Insulating Parts	Refurbishment of Insulating parts	Job
07	Tank Body	Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements, New leads including all Minor works etc.	Job
08	Preparation, Disassembly & Conducting of PRJI (pre-repair joint Inspection)	Handling, Loading/Uploading Preliminary Diagnostic Testing Un-tanking the active parts Removal of the Top cover & OLTC Removal of the core frame top yoke lamination Disassembly of windings & insulating parts including cutting HV, LV & RV leads Conducting of PRJI & Customer's inspection team at the firm.	Job
09	Assembly of Active Parts	After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly	Job
10	Vapor Phase Drying of the Active Parts Assembly		Job

SR.	Description		Qty	Price offered including all applicable Taxes (PKR)
11	Tanking of the Active Parts/Final Assembly & Oil Circulation	Final assembly of the active parts in Tank Vacuuming of the Tank with Active Parts Oil Filling/Filtering, Circulation in Tank Assembly of HV Bushings, Instruments & accessories Old T/F Oil to be filled in T/F then Dehydration Charges of T/F Oil To meet 10% Dehydration allowance new T/F oil to be provided by PESCO	Job	
12	New Transformer Oil	New Transformer Oil (if provided by Workshop)	Liter	
13	Testing	All type of Testing during and after Repairs as per NTDC/WAPDA Specifications	Job	
14	Transportation	Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.	Job	
15	Fan Motors	Repairing of Fan Motors	01	
TOTAL PRICE INCLUDING ALL TAXES (PKR)				

Note:-

1. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes.
2. Test results are attached as Annex for Power Transformers; the Actual Quantum of work will be decided after Proper Inspection of Joint inspection Committee written Report on Disassembly of Power Transformer.
3. PESCO reserves the right to utilize either the transportation services offered by the Bidder/ Manufacturer or arrange its own. If PESCO opts not to avail the Manufacturer's transport services, no transportation charges shall be payable under the work order.

Stamp & Signature of Bidder

FORM 4: PRICE SCHEDULE FORM

Repair/ Reclamation of 132/11 KV, 31.5/40 MVA, Power Transformer Make PEL
(S.No. 11300001 lying at 132/11 kV GSS Kohat)

S.No	Description	Qty	Price offered including all applicable Taxes (PKR)
01	<u>Material Windings</u>	Manufacturing/ Repair of 01-No. HV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		Manufacturing/ Repair of 01-No. LV Winding with new insulation with same Copper conductor (Per Phase) including 05% New Copper Conductor (if required)	01
		New Copper Conductor (if required & Same Qty of the Old Copper will be Return to PESCO)	Per kg
02	<u>Insulation</u>	Replacement/ Repair of 01-No. HV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
		Replacement/ Repair of 01-No. LV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
		Replacement/ Repair of 01-No. RV insulation including cylinders b/w windings, insulating angle rings & end rings with new one	01
03	Gaskets	Replacement of all Gaskets	Set
04	Painting & Kerosine Oil	Painting of Body	Job
05	Cabling	Replacement of cabling	Set
06	Insulating Parts	Refurbishment of Insulating parts	Job
07	Tank Body	Cleaning, washing & removal of sludge articles, polluted oil from the Tank Body, upper & Lower Yoke cleaning, washing of radiators, fan motors, conservator tank & piping arrangements, New leads including all Minor works etc.	Job
08	Preparation, Disassembly & Conducting of PRJI (pre-repair joint Inspection)	Handling, Loading/Uploading Preliminary Diagnostic Testing Un-tanking the active parts Removal of the Top cover & OLTC Removal of the core frame top yoke lamination Disassembly of windings & insulating parts including cutting HV, LV & RV leads Conducting of PRJI & Customer's inspection team at the firm.	Job
09	Assembly of Active Parts	After drying/sizing of windings, assembled on the core limbs. Assembly of the Upper Yoke Clamps Fixing of the Top Cover Assembly of OLTC Manufacturing of New Leads & Its Assembly with OLTC Stage Inspection & Testing of Active Part assembly	Job
10	Vapor Phase Drying of the Active Parts Assembly		Job

SR.	Description		Qty	Price offered including all applicable Taxes (PKR)
11	Tanking of the Active Parts/Final Assembly & Oil Circulation	Final assembly of the active parts in Tank Vacuuming of the Tank with Active Parts Oil Filling/Filtering, Circulation in Tank Assembly of HV Bushings, Instruments & accessories Old T/F Oil to be filled in T/F then Dehydration Charges of T/F Oil To meet 10% Dehydration allowance new T/F oil to be provided by PESCO	Job	
12	New Transformer Oil	New Transformer Oil (if provided by Workshop)	Liter	
13	Testing	All type of Testing during and after Repairs as per NTDC/WAPDA Specifications	Job	
14	Transportation	Loading, unloading, assembly, and disassembly at the site & workshop (Before & after Repair); safe handling and transportation to the workshop; and return of the transformer to the PESCO-specified location after repairs.	Job	
15	Fan Motors	Repairing of Fan Motors	01	
TOTAL PRICE INCLUDING ALL TAXES (PKR)				

Note:-

1. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes.
2. Test results are attached as Annex for Power Transformers; the Actual Quantum of work will be decided after Proper Inspection of Joint inspection Committee written Report on Disassembly of Power Transformer.
3. PESCO reserves the right to utilize either the transportation services offered by the Bidder/ Manufacturer or arrange its own. If PESCO opts not to avail the Manufacturer's transport services, no transportation charges shall be payable under the work order.

Stamp & Signature of Bidder

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Standard Bidding Document

Procurement of Multifunctional 3 Phase Distribution and Power Transformer
Test Set
(Goods)

National

Single Stage-Two Envelope



May 05, 2026

*PESCO (Peshawar Electric Supply Company (PESCO)), Manager
Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division (Division),
Khyber Pakhtunkhwa (KP) (Province).
Phone: +92-370-134-0008, Email: mm@pesco.com.pk*

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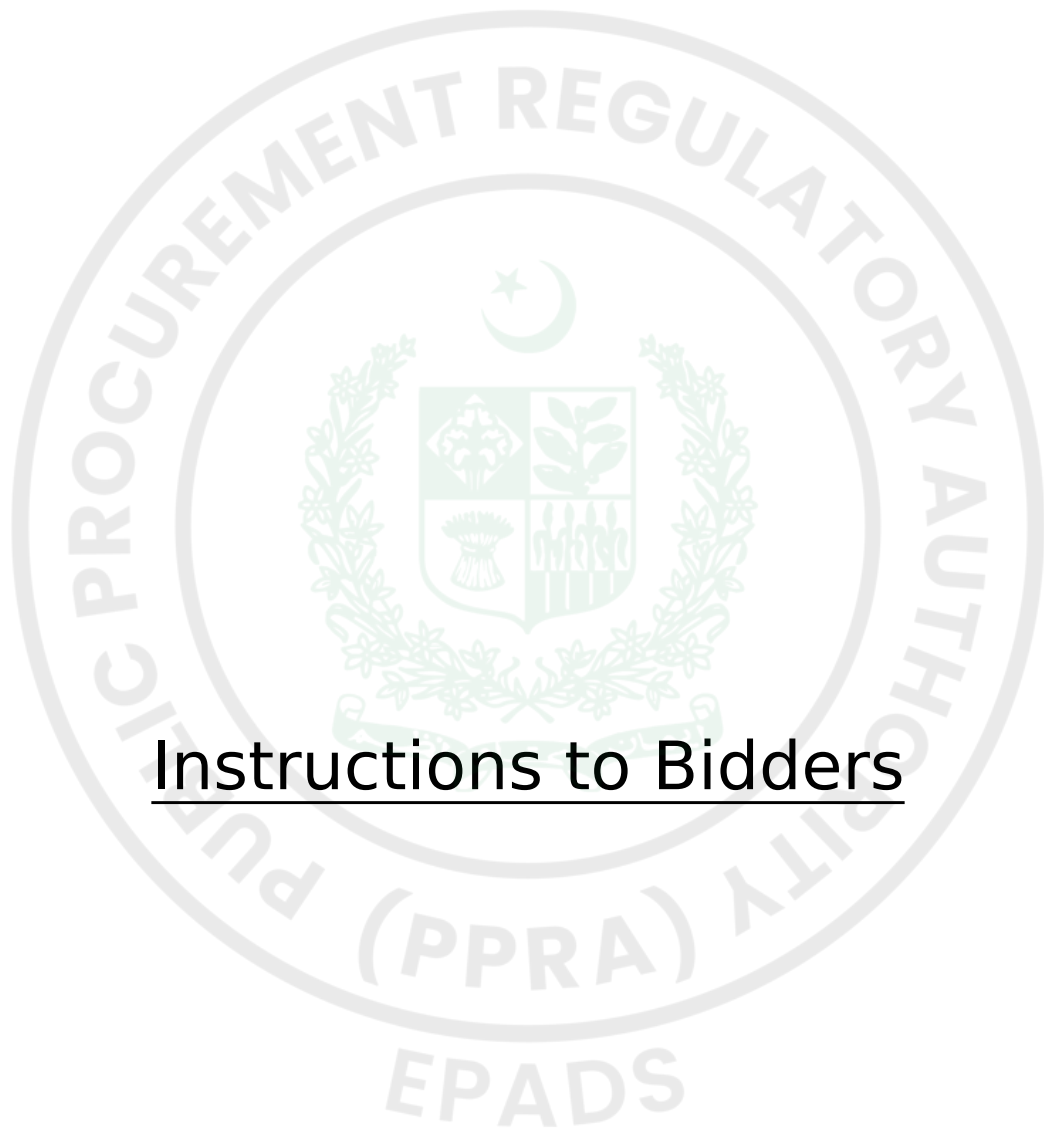
INVITATION TO BIDS PROCUREMENT OF GOODS

1. The **PESCO (Peshawar Electric Supply Company (PESCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **PESCO (Peshawar Electric Supply Company (PESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Procurement of Multifunctional 3 Phase Distribution and Power Transformer Test Set**".
2. The **PESCO (Peshawar Electric Supply Company (PESCO))** invites E-bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-Two Envelope** 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, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Call at Deposit, Bank Guarantee**. Where **Bid Security** is not required by the **Procuring Agency**, Bidders are required to furnish **Bid Security Declaration** as specified in Bidding Document.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. Bidder(s) are required to get themselves registered on **EPADS v2.0** on or before **Thursday, May 21, 2026 10:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Thursday, May 21, 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 on Authority's website at (www.ppra.org.pk).

PESCO (Peshawar Electric Supply Company (PESCO)), Manager
Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar
(District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0008
mm@pesco.com.pk





Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods 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. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally 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, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with

any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 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 9**.

8.5 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 Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents 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 pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 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 addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 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 through **EPADS v2.0**:

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 Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of its Bid, 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.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance 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.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids 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 Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 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, pursuant to **ITB 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

1. the expiry of the Bid Security;
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 Bid documents;
3. the rejection by the Procuring Agency of all Bids;
4. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

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

1. if a Bidder:
 2. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
 3. does not accept the correction of errors; or
 4. in the case of a successful Bidder, if the Bidder fails:
 5. to sign the contract; or
 6. to furnish Performance Guarantee.

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21.Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 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.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids 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 examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 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 **ITB 25.2**, it shall reject the Bid.

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: -

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;
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
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, 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, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 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.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in EvaluationCriteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform

satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

36. Procuring Agency's Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 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.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

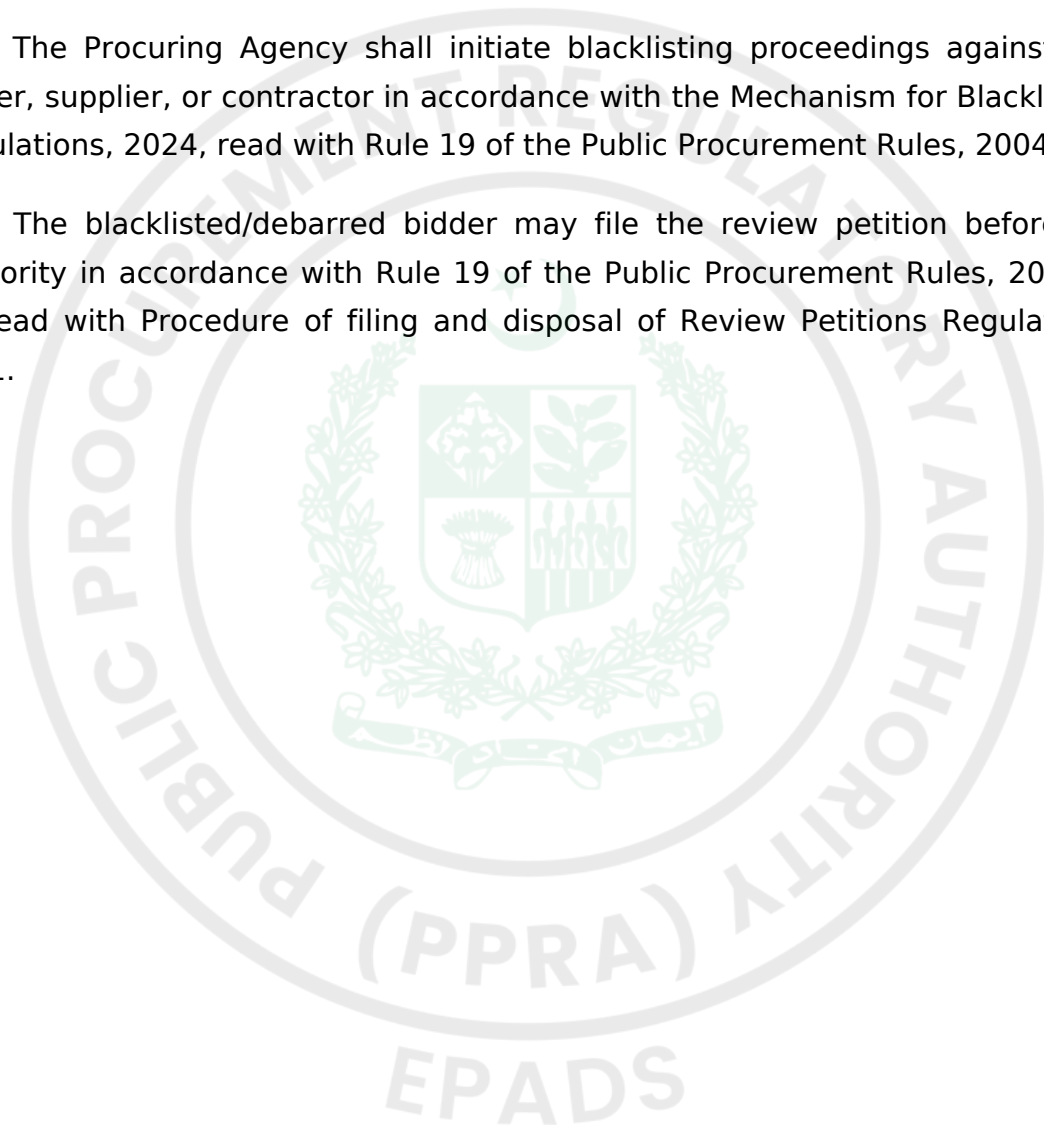
40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

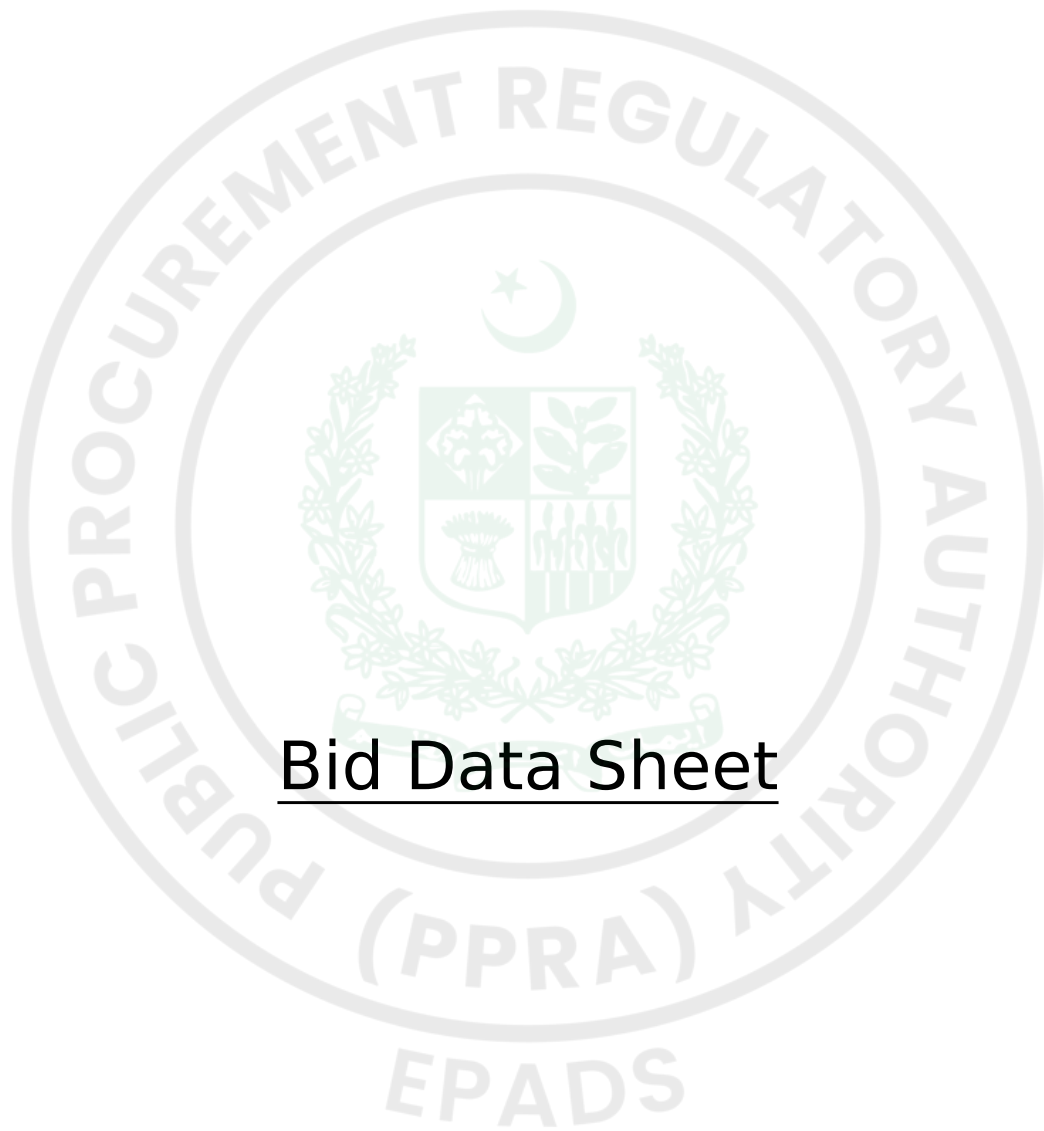
G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





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

ITB Number 1.1

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

The subject of procurement is: **Procurement of Multifunctional 3 Phase Distribution and Power Transformer Test Set**

Expected commencement date: **Wednesday, June 10, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P29264**

BDS Clause Number 3

ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date:
Thursday, May 14, 2026

C. Preparation of Bids

BDS Clause Number 5

ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid: No

BDS Clause Number 6

ITB Number 11.1

Items/Lots and threere relateddocuments:

See section items and Lots

BDS Clause Number 7

ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8

ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9

ITB Number 16.1

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

BDS Clause Number 10

ITB Number 17.1

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 11

ITB Number 18.1

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**

D. Submission of Bids

BDS Clause Number 12

ITB Number 20.1

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 Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province). before bid submission deadline.

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

The deadline for Bids submission is: **Thursday, May 21, 2026 10:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13

ITB Number 23.1

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

Day : **Thursday**

Date: **Thursday, May 21, 2026**

Time : **10:30 AM**

BDS Clause Number 14

ITB Number 31.1

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

F. Review of Procurement Decisions

BDS Clause Number 15

ITB Number 41.1

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

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

Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
The bidder must provide clause-by-clause compliance with the technical specifications and clearly highlight any deviations from the specifications.	Yes
The bidder shall submit an affidavit confirming that the firm/company is not blacklisted, debarred, bankrupt, or restrained from participating in public-sector procurement by any government, semi-government, autonomous, or public-sector organization.	Yes
Schedule of technical data/ drawing/ literature/catalogues/ brochures in respect of the equipment/item of the quoted item	Yes
The proposed Test Equipment shall be a portable, multifunctional, three-phase transformer test system suitable for power and distribution transformers, with minimal wiring arrangements required for conducting the tests.	Yes
The proposed Test Equipment shall perform Real Time Three Phase Transformer Turns Ratio and exciting current measurement without attaching any additional hardware	Yes
The proposed Test Equipment shall perform DC winding resistance measurement for transformer windings and tap changers	Yes

The proposed Test Equipment shall provide automatic safe demagnetization after DC testing	Yes
The proposed Test Equipment shall perform short-circuit impedance/leakage reactance measurement	Yes
The proposed Test Equipment shall perform Frequency Response of Stray Losses testing	Yes
The proposed Test Equipment shall perform power/dissipation factor and capacitance measurement, either directly or with required accessories.	Yes
The proposed Test Equipment shall perform OLTC scan/dynamic resistance measurement	Yes
The proposed Test Equipment shall perform vector group check.	Yes

Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Technical Marks	100
Passing Marks	70
A. Core Testing Functions - 45 Marks [Please review the Technical Scoring Matrix in Annexure on page 85, 86 & 87 of the bidding document and upload all supporting documents as described]	
Real Time Three Phase Transformer Turns Ratio and exciting current measurement across phases and tap positions. (Quantitative)(Doc Required)	5
DC winding resistance measurement for transformer windings and tap changers. (Quantitative)(Doc Required)	5

Automatic safe demagnetization after DC testing. (Quantitative)(Doc Required)	5
Short-circuit impedance/leakage reactance measurement for detecting winding deformation or displacement. (Quantitative)(Doc Required)	5
Frequency Response of Stray Losses testing for detection of strand short circuits and localized eddy current losses. (Quantitative)(Doc Required)	5
Power/dissipation factor and capacitance measurement for transformer insulation and bushings. (Quantitative)(Doc Required)	5
OLTC scan/dynamic resistance measurement capability. (Quantitative)(Doc Required)	5
Vector group check capability. (Quantitative)(Doc Required)	5
Quick test/simplified health check with user-defined test procedures. (Quantitative) (Doc Required)	5
B. Measurement Accuracy, Performance and Reliability - 12 Marks [Please review the Technical Scoring Matrix in Annexure on page 85, 86 & 87 of the bidding document and upload all supporting documents as described]	
High measurement accuracy, resolution and repeatability, clearly supported by OEM specifications (Quantitative)(Doc Required)	4
Adequate test ranges for distribution and power transformer applications. (Quantitative)(Doc Required)	4
Three-phase testing capability reducing setup time and connection changes. (Quantitative)(Doc Required)	4
C. Software, Data Management and Reporting - 12 Marks [Please review the Technical Scoring Matrix in Annexure on page 85, 86 & 87 of the bidding document and upload all supporting documents as described]	

Standard control and analysis software with manual operating mode. (Quantitative) (Doc Required)	2
Automated test sequences and customized test plans. (Quantitative)(Doc Required)	2
Integrated database for transformer asset records and test history. (Quantitative)(Doc Required)	2
Automatic result assessment against relevant international standards. (Quantitative) (Doc Required)	2
Report generation with export to PDF, Word, Excel or equivalent standard formats. (Quantitative)(Doc Required)	2
User-friendly interface, software updates and compatibility with supplied hardware. (Quantitative)(Doc Required)	2
D. Portability, Field Use and Safety - 17 Marks [Please review the Technical Scoring Matrix in Annexure on page 85, 86 & 87 of the bidding document and upload all supporting documents as described]	
Compact, portable and transportable design suitable for field testing applications. (Quantitative)(Doc Required)	4
Rugged construction suitable for substations, workshops and factory environments. (Quantitative)(Doc Required)	4
Reduced rewiring through multi-purpose test cables and integrated test platform. (Quantitative)(Doc Required)	4
Built-in safety features including protective interlocks, overcurrent protection and safe discharge arrangements. (Quantitative)(Doc Required)	2

Compliance with relevant safety standards such as IEC, ANSI or equivalent. (Quantitative)(Doc Required)	3
E. Training, Two-Year Warranty and After-Sales Support Services - 14 Marks [Please review the Technical Scoring Matrix in Annexure on page 85, 86 & 87 of the bidding document and upload all supporting documents as described]	
On-the-job training for at least two PESCO engineers covering complete equipment operation. (Quantitative)(Doc Required)	2
Training on software operation, test result analysis and report generation. (Quantitative)(Doc Required)	2
Training on maintenance, calibration, safety procedures, troubleshooting and field application. (Quantitative)(Doc Required)	2
Minimum two-year comprehensive warranty covering repair/replacement, service response time and warranty conditions. (Quantitative)(Doc Required)	4
Availability of local or authorized service support, spare parts and accessories. (Quantitative)(Doc Required)	4

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Manufacturer / Dealer Authorization	Warranty
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Multifunctional 3 Phase Distribution and Power Transformer Test Set	Transformer tester	Address: PESCO Field Store Peshawar Schedule: 60 Days Quantity: 1	1	1500000	Manufacturer Authorization form	2 Years
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Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: Multifunctional 3 Phase Distribution and Power Transformer Test Set

UNSPSC: Transformer tester

Specifications / Requirements:

Technical Specification attached in the Annexure. Slight variation form the technical Specification is acceptable.

Price Schedule

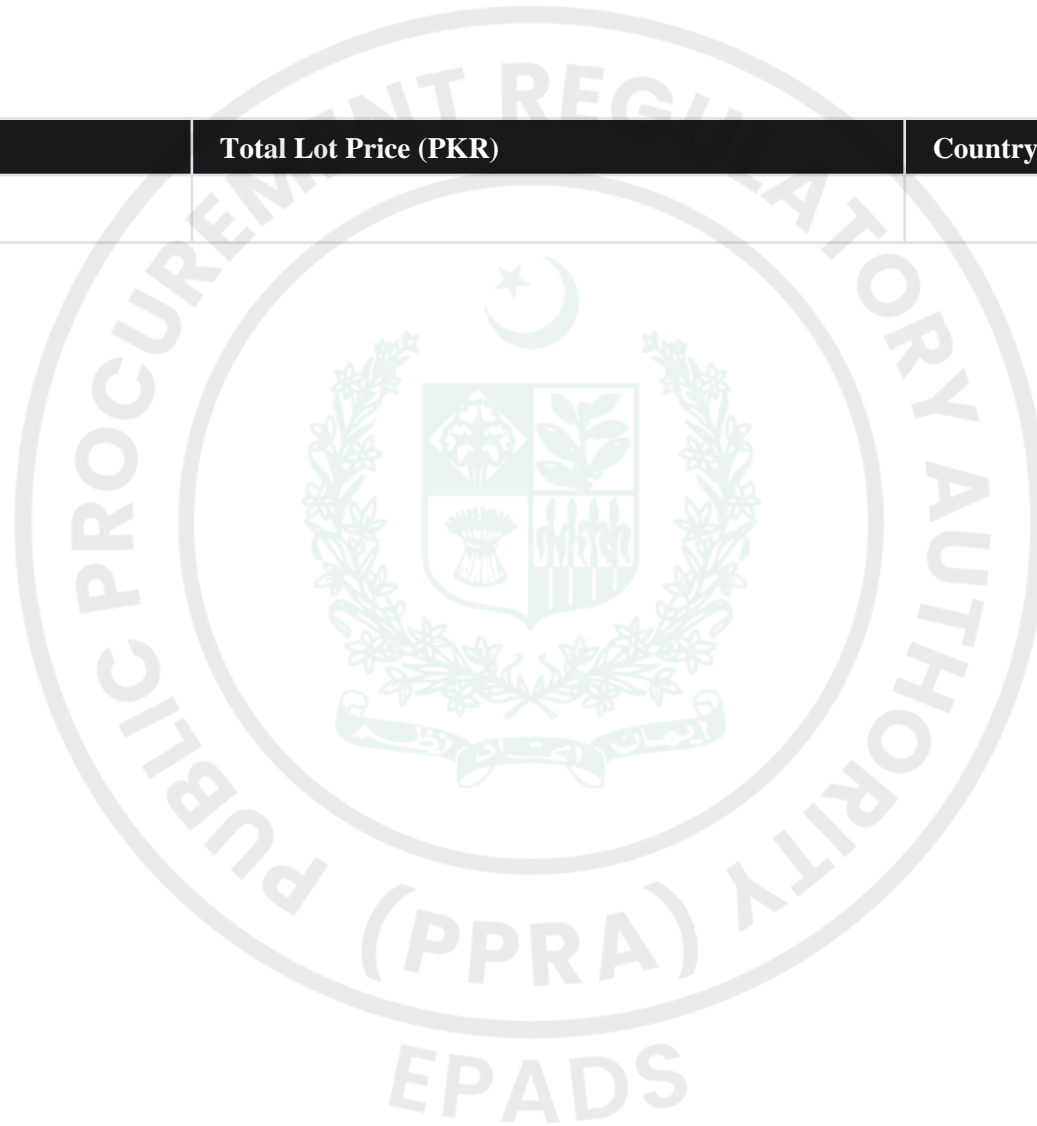
For Individual Items

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

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
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. "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;
2. "Procuring Agency" means:-
 - 2.1. any Ministry, Division, Department or any Office of the Government;
 - 2.2. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
3. "The Contract" means an agreement enforceable by law;
4. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "Ancillary Services" means those services ancillary to the provision of Goods, 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 Bidder covered under the Contract;
6. "GCC" means the General Conditions of Contract contained in this section;
7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
8. "Day" means calendar day unless indicated otherwise.
9. "Effective Date" means the date on which this Contract comes into force and effect.
10. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
11. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
12. "Government" means the Government of Pakistan;
13. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
14. "Service" means any object of procurement other than goods or works;
15. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

17. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

18. "In Writing" means communicated in written form with proof of receipt;

19. "Local Currency" means the currency of Pakistan;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

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

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and 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.

5. Notices

5.1 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.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 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 Bidder may be taken or executed by the officials specified in the SCC.

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

8. Effectiveness of Contract

8.1 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.

9. Commencement of Services

9.1 The Bidder 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.

10. Program

10.1 Before commencement of the Services, the Bidder 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.

11. Starting Date/Expiration Date

11.1 The Bidder 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.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 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.

13. Modification

13.1 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 Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 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.

14.3 Extension of Time

Any period within which a Party 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.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

15. Termination

15.1 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 Bidder 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);

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
2. If the Bidder becomes (or, if the Bidder 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;
3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
4. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder 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.

1. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
2. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
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 Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 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:

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 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.

23.3 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.

23.4 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**.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

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

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder 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.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

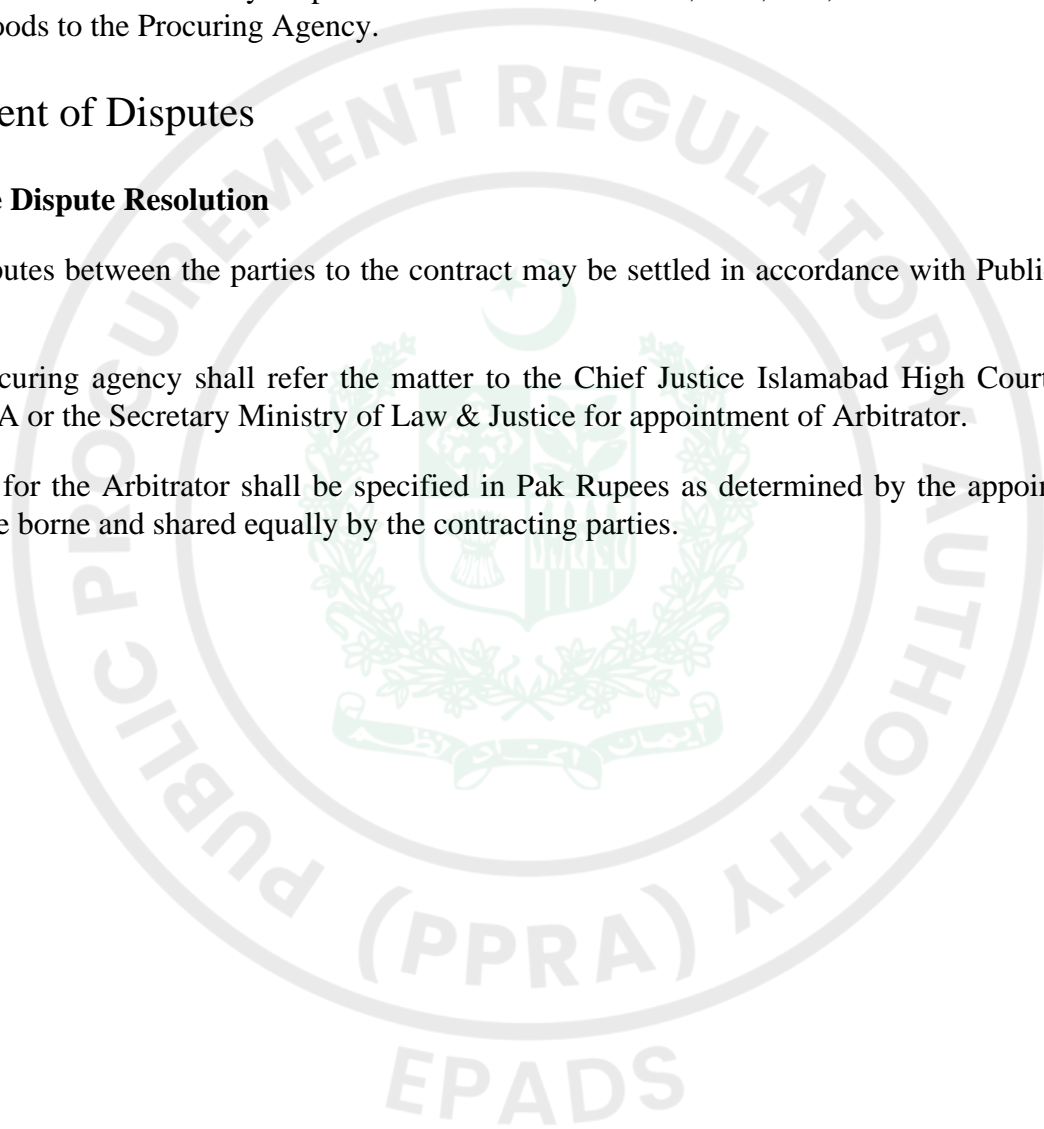
H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.





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

Number of GC Clause 1

Definitions

The Procuring Agency is: PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Supplier is:

The title of the subject procurement is: Procurement of Multifunctional 3 Phase Distribution and Power Transformer Test Set

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

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 5

Notices:

The addresses for the notices are:

Procuring Agency:

PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

+92-370-134-0008

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 7.1

The Authorized Representatives are:

For the Procuring Agency:

PESCO (Peshawar Electric Supply Company (PESCO)), Manager
Room # 310, PESCO Head Quarter, Shami Road., Peshawar City, Peshawar (District), Peshawar Division
(Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0008
mm@pesco.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

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 Goods till the time of alternate arrangements.

Number of GC Clause 17

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 goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 22

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 23

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

Number of GC Clause 32

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 33

Currency of Payment:

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

Number of GC Clause 34

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

The inspection of the material will be carried out at the supplier's manufacturing facility by two representatives of CEO PESCO. The supplier shall notify the procuring agency in writing that the goods against the Purchase Order (P.O.) are ready for inspection, ensuring that the inspection call is issued at least fifteen (15) days in advance for locally manufactured materials and sixty (60) days in advance for internationally manufactured materials prior to the expiry of the delivery period.

The supplier shall provide, at their own cost, all reasonable facilities necessary for carrying out the inspection, in accordance with the technical specifications and standard industry practices. Inspection charges @ 0.5 % of the contract value shall be deducted from the supplier's payable bills besides provision of all facilities to inspectors.

Failure to offer the material for inspection within the stipulated period or any fake call/material not conforming to the specifications shall result in the GRN date being treated as the actual delivery date, and Liquidated Damages (LD) shall be imposed accordingly.

Moreover, after issuance of inspection certificate the delivery period for the offered quantity will be ceased and material will be delivered within 20-days for local manufactured materials & 60 days for internationally

manufactured materials after issuance of inspection certificate.

Delivery & Documents

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

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

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

Number of GC Clause 37

Following is the guidance for Dispute Resolution

1. 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.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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.
4. 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.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

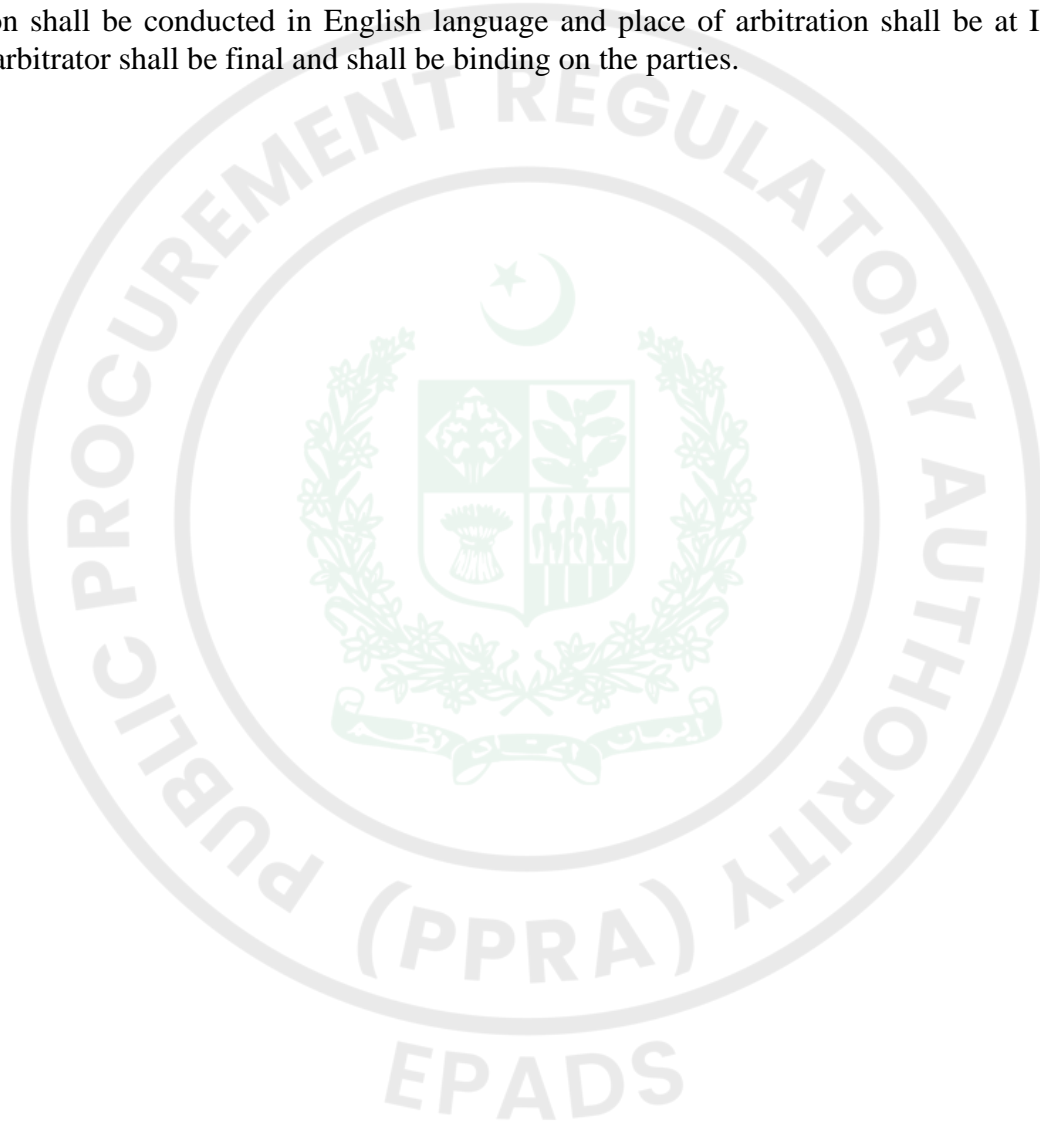
Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

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.: **P29264**

To: **PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., 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 **PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., 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., **Procurement of Multifunctional 3 Phase Distribution and Power Transformer Test Set (P29264)** 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 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 times 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: **PESCO (Peshawar Electric Supply Company (PESCO)), Manager Room # 310, PESCO Head Quarter, Shami Road., 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 Specification

Information (Read-Only)

See Form Under Additional Forms and Documents: **Technical Specification** (page number: 68)

Form of Bid Security

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Bid Security** (page number: 70)

Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 72)

Form of Financial Bid

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Financial Bid** (page number: 73)

Form of Technical Proposal

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Technical Proposal** (page number: 75)

Bidder Experience

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder Experience** (page number: 77)

Manufacturer's Authorization

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Manufacturer's Authorization** (page number: 78)

Bidder's Information Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder's Information Form** (page number: 79)

No Deviation Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **No Deviation Form** (page number: 80)

Integrity Pact

The bidder must not disclose the quoted price while completing the Integrity Form.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Integrity Pact** (page number: 81)

Beneficial ownership Form

Technical Submission (Vendor)

Document Required

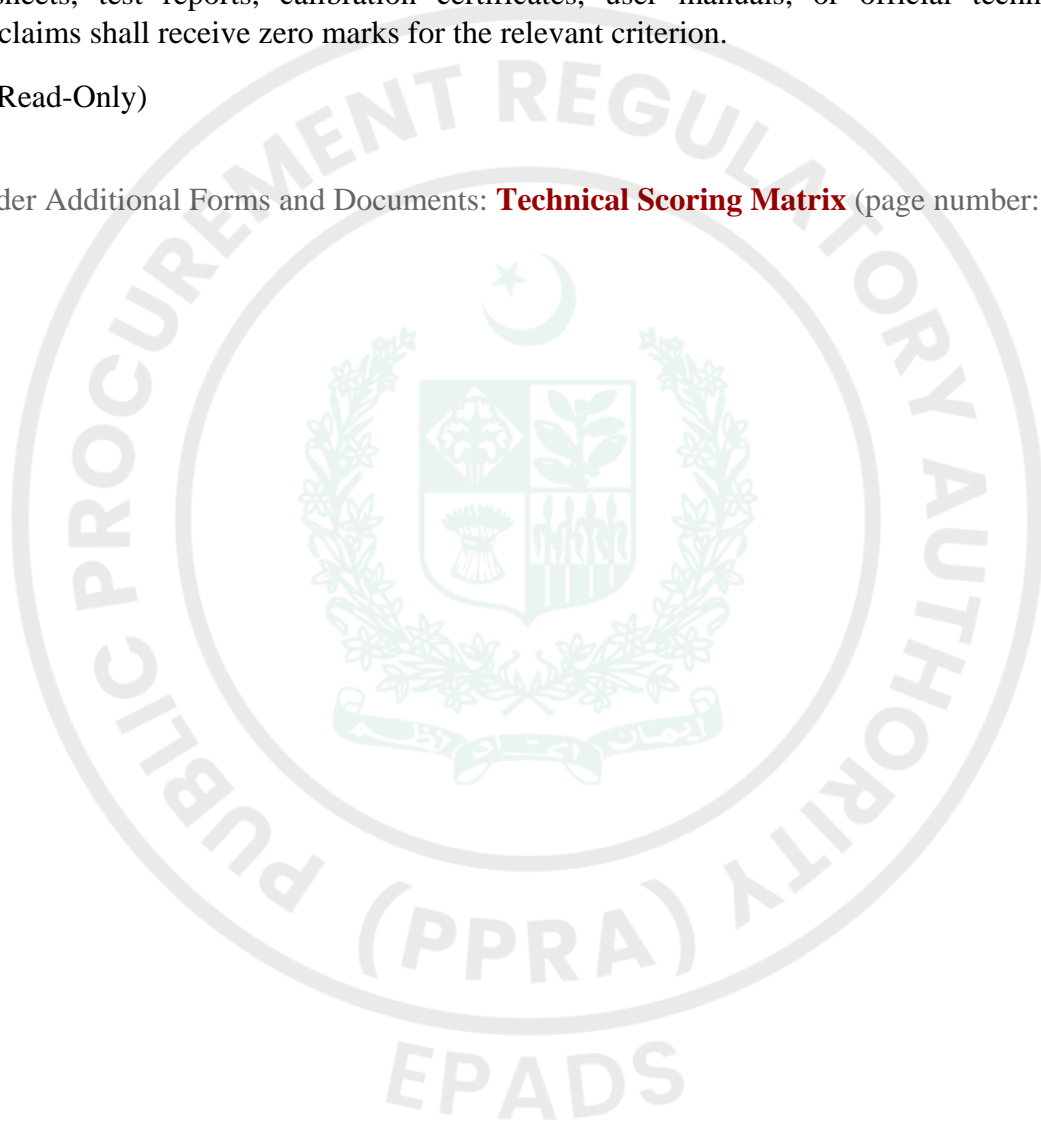
See Form Under Additional Forms and Documents: **Beneficial ownership Form** (page number: 83)

Technical Scoring Matrix

Bidders are requested to review the Technical Scoring Matrix and upload all supporting documents for the claimed features. All claimed features must be supported by page-referenced OEM datasheets, catalogues, compliance sheets, test reports, calibration certificates, user manuals, or official technical literature. Unsupported claims shall receive zero marks for the relevant criterion.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Technical Scoring Matrix** (page number: 85)





Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 88)







Additional Forms and Documents

Technical Specifications

Multifunctional 3 Phase Distribution and Power Transformer Test Set

1. General Description

The equipment shall be a portable, multifunctional three-phase transformer test system capable of performing routine and diagnostic tests on power and distribution transformers. The system shall integrate multiple tests into a single platform, minimizing rewiring effort, reducing test time, and ensuring reliable assessment of transformer condition.

2. Core Functional Requirements

The system shall be capable of performing the following tests:

- **Quick Test** – simplified health check with user-defined test procedures.
- **Transformer Turns Ratio (TTR) and Exciting Current** – automatic ratio and excitation current measurement across all taps.
- **DC Winding Resistance** – precise resistance measurement of windings and tap changers.
- **Demagnetization** – automatic safe demagnetization of transformer core after DC testing.
- **Short-Circuit Impedance / Leakage Reactance** – determination of winding deformation or displacement.
- **Frequency Response of Stray Losses (FRSL)** – detection of strand short circuits and localized eddy current losses.
- **Power / Dissipation Factor & Capacitance** – measurement of insulation quality in transformers and bushings (with appropriate accessories).
- **OLTC Scan / Dynamic Resistance Measurement (DRM)**
- **Vector Group Check**

3. Software Requirements

- Standard control and analysis software shall be provided, including:
 - Manual control mode.
 - Automated sequences and customized test plans.
 - Integrated database for asset and test data management.
 - Automatic result assessment against international standards.
 - Report generator with export in standard formats (PDF/Word/Excel).

4. System Features

- Compact, rugged, and transportable design for on-site and factory testing.
- Three-phase testing capability to reduce setup and testing time.
- Multi-purpose test cables with reduced rewiring effort.
- High measurement accuracy with repeatable results.

- Built-in operator safety features, including protective interlocks.

5. Power Supply

- Input voltage: 240 V AC, 50 Hz.

6. Accessories

- Standard: test cables, connectors, carrying case, memory storage, user manual.
- Optional: insulation testing accessories, extended cables, control display, mobile apps or remote connectivity features (will be preferred).

7. Training

The supplier shall provide on-the-job training on the supplied equipment to at least two (02) PESCO engineers.

The training shall cover:

- Complete operation and functionality of the test system.
- Software operation (PTM interface and test result analysis).
- Maintenance, calibration, and safety procedures.
- Troubleshooting and field application.

FORM 8: BID SECURITY FORM (Bank Guarantee)

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

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

Beneficiary: Chief Executive Officer PESCO

Tender No. _____

Amount (PKR): _____ (in words _____)

Issue Date: _____

Expiry Date: _____

BID SECURITY No.: _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (c) does not accept the corrections of errors in accordance with ITB.

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

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

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

Signed _____
Date _____



FORM 4: PRICE SCHEDULE FORM

Date: _____.

Tender No.: _____.

Bidder's Name _____ Page _____ of _____

1	2	3	4	5	6	7
Item / Lot	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price on FCS Basis (W/O) GST	Total price ON FCS Basis (W/O) GST	Sales and other taxes payable if Contract are awarded (in accordance with ITB 15)
		(As per Schedule of Requirements)				18% GST
Total (W/O GST) ON FCS Basis						

Name _____

In the Capacity of _____

Signature of Bidder
Duly authorized to sign the Bid for and on behalf of _____

Dated on _____

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- If two or more bidders quote the same lowest price, PESCO shall obtain final price offers from the concerned bidders, and the contract shall be awarded to the bidder whose offer is lowest and most advantageous to PESCO.

Stamp & Signature of Bidder

LETTER OF BID - FINANCIAL PROPOSAL

Date: _____.

Tender No.: _____.

Name of Project: _____.

To: *Manager Material Management PESCO.*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is [PKR. _____ in words: _____];

In case of multiple lots, the total price of each lot is [PKR. _____ in words: _____];

In case of multiple lots, total price of all lots (sum of all lots) [PKR. _____ in words: _____];

- (c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [Specify in detail each discount offered _____]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts _____];

- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

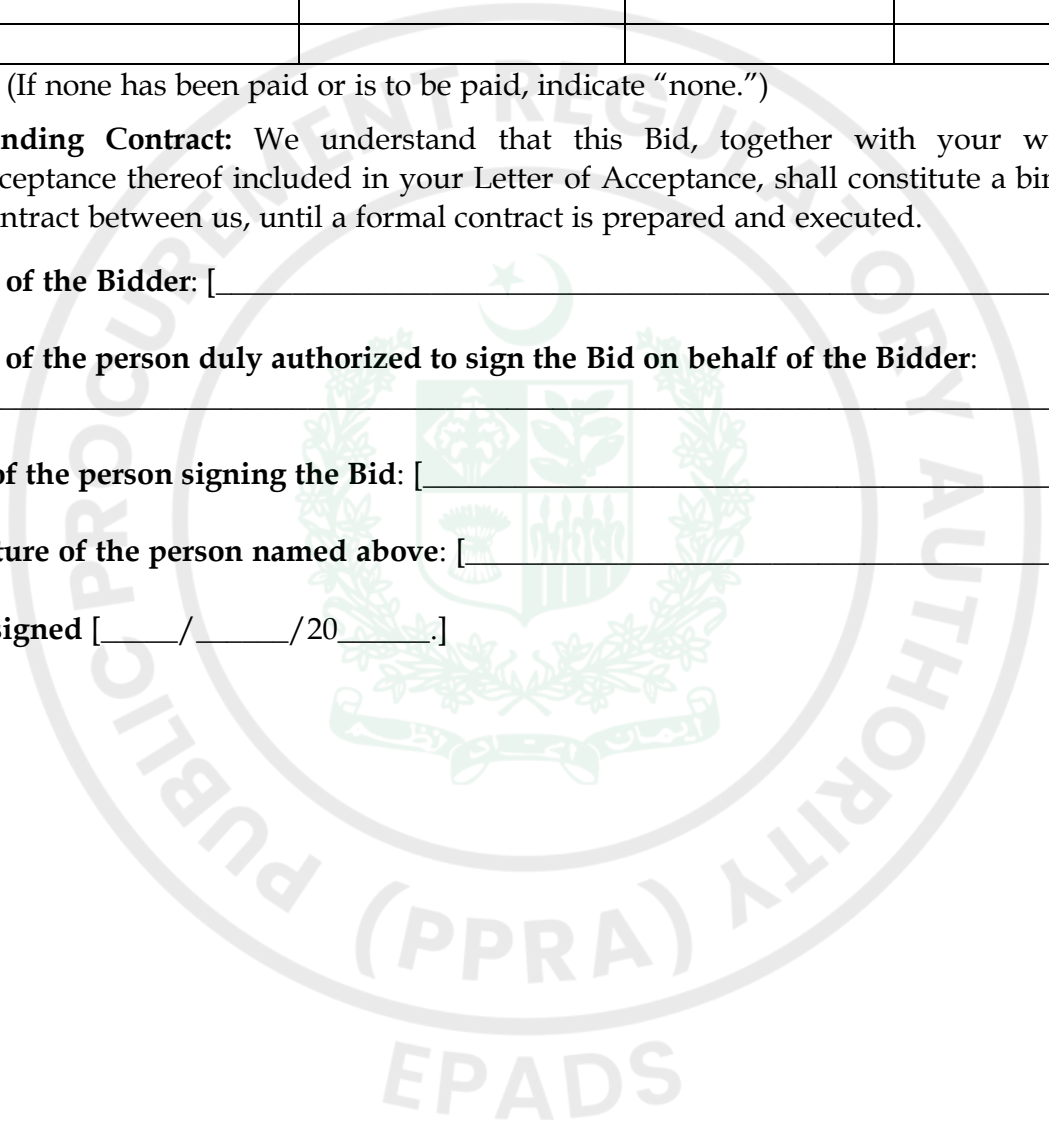
Name of the Bidder: [_____]

Name of the person duly authorized to sign the Bid on behalf of the Bidder:
[_____]

Title of the person signing the Bid: [_____]

Signature of the person named above: [_____]

Date signed [____/____/20____.]



LETTER OF BID - TECHNICAL PROPOSAL

Date: _____.

Tender No.: _____.

Name of Project: _____.

To: *Manager Material Management PESCO.*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services* _____];
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of*];

- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: [_____]

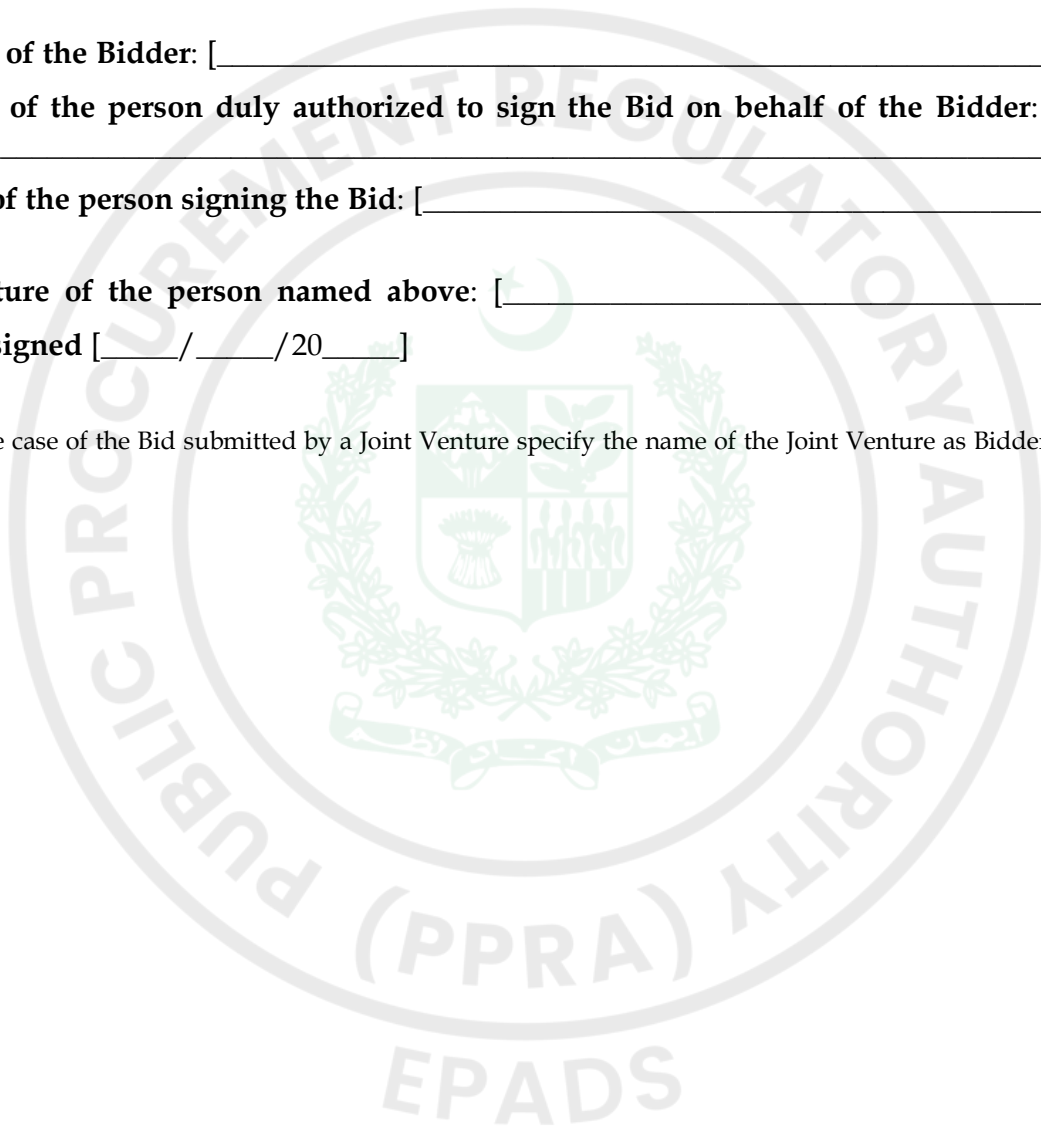
Name of the person duly authorized to sign the Bid on behalf of the Bidder:
[_____]

Title of the person signing the Bid: [_____]

Signature of the person named above: [_____]

Date signed [____/____/20____]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.



FORM 9: MANUFACTURER'S AUTHORIZATION FORM

(If applicable)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

Date: _____.

Tender No.: _____.

To: *Material Management – PESCO*

WHEREAS

We *[insert complete name of Manufacturer _____]*,
who are official manufacturers of *[insert type of goods manufactured _____]*,
having factories at *[insert full address of Manufacturer's factories _____]*,
do hereby authorize *[insert complete name of Bidder _____]* to
submit a Bid the purpose of which is to provide the following Goods, manufactured by
us *[insert name and or brief description of the Goods _____]*,
and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the
General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on: _____ / _____ / 20____.

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] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency

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.

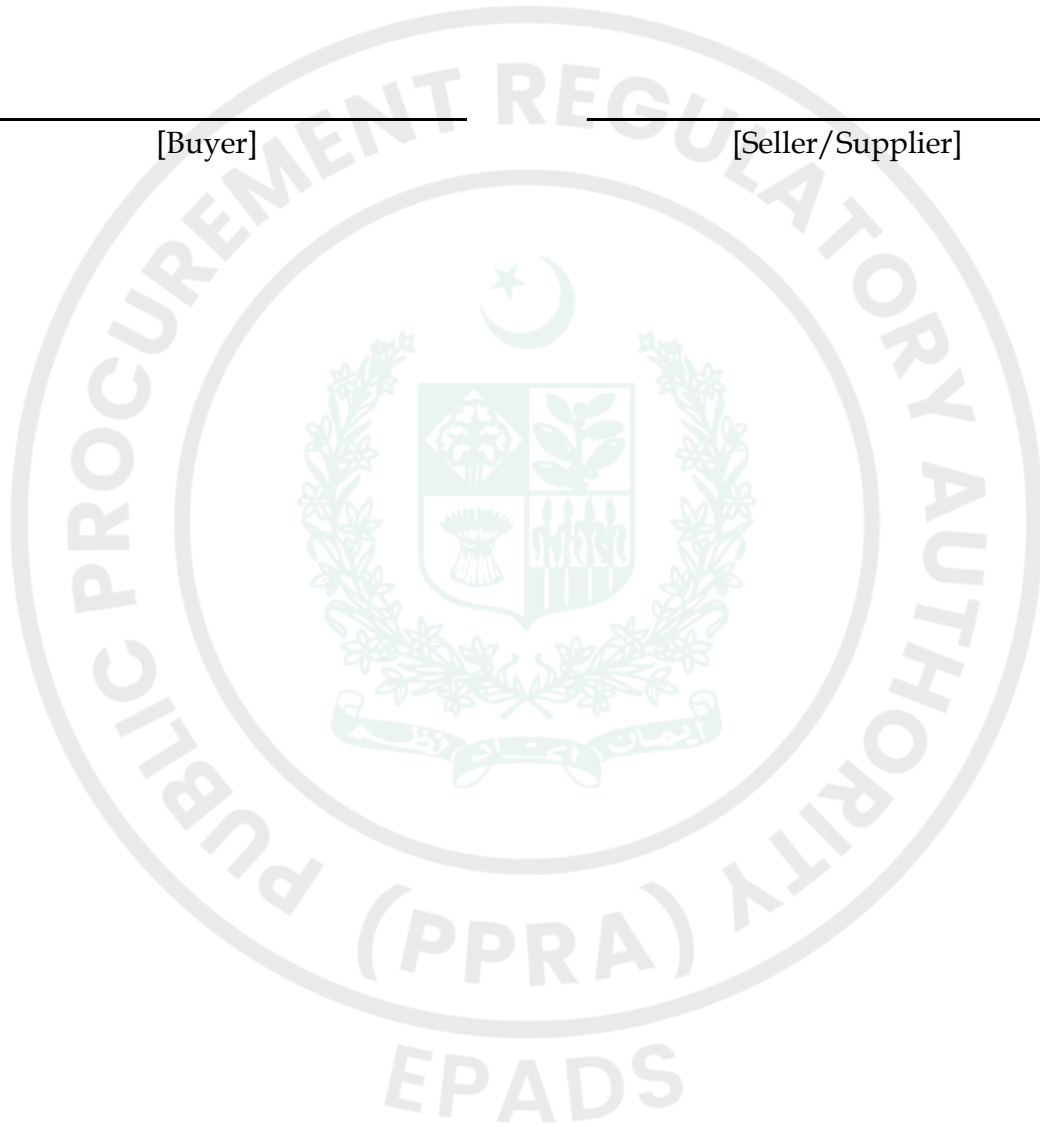
[Name of Supplier _____] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[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 times 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]



DECLARATION OF BENEFICIAL OWNERSHIP FORM
(AS PER PPRA REGULATION No.1(1)/PPRA Scctt./PPRA/2022 DATED. 02.06.2022)
(FOR CONTRACT WORTH Rs. 50 MILLION AND ABOVE)

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name: _____
2. Father's Name / Spouse's Name: _____
3. CNIC / NICOP / Passport No.: _____
4. Nationality: _____
5. Residential Address: _____
6. Email Address: _____
7. Date on which shareholding control or interest acquired in the business: _____
8. In case of indirect shareholding control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company)/ limited liability partnership / association of persons / Single Member company / partnership firm / trust any other individual body corporate (to be specified)	Date of incorporation / registration	Name of registering authority	Business Address	Country	Email Address	Percentage of shareholding control or interest of BO in the legal person or legal arrangement	Percentage of shareholding control or interest of legal person or legal arrangement in the company	Identity of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

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1	2	3	4	5	6	7	8
Name and Surname (in Block Letters)	CNIC No. (in case of foreigner passport No)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full of the registered / principal office address for a subscriber other than natural person	Number of shares taken by cash subscriber (in figures and words)

10. Any other information incidental to or relevant to Beneficial owner(s)

Name and signature [_____] [_____]
(Person authorized to issue notice on behalf of the company)

Technical Scoring Matrix

Procurement of Multifunctional 3 Phase Distribution and Power Transformer Test Set

Evaluation Basis: Technical evaluation shall be conducted on a 100-mark basis. Bidders must meet all mandatory eligibility requirements and obtain at least 70 marks out of 100 to be declared technically responsive. All claimed features must be supported by page-referenced OEM datasheets, catalogues, compliance sheets, test reports, calibration certificates, user manuals or official technical literature. Unsupported claims shall receive zero marks for the relevant criterion

Sr. No.	Criteria	Marks	Documents Required
A. Core Testing Functions - 45 Marks			
A1	Real Three Phase Transformer Turns Ratio and exciting current measurement across phases and tap positions.	5	OEM datasheet, technical literature, user manual or sample test report
A2	DC winding resistance measurement for transformer windings and tap changers.	5	OEM datasheet, technical literature, user manual or sample test report
A3	Automatic safe demagnetization after DC testing.	5	OEM datasheet, user manual and operating procedure
A4	Short-circuit impedance/leakage reactance measurement for detecting winding deformation or displacement.	5	OEM datasheet, technical literature, user manual or sample test report
A5	Frequency Response of Stray Losses testing for detection of strand short circuits and localized eddy current losses.	5	OEM datasheet, technical literature, user manual or sample test report
A6	Power/dissipation factor and capacitance measurement for transformer insulation and bushings.	5	OEM datasheet, technical literature, user manual or sample test report
A7	OLTC scan/dynamic resistance measurement capability.	5	OEM datasheet, technical literature, user manual or sample test report
A8	Vector group check capability.	5	OEM datasheet, technical literature, user manual or sample test report
A9	Quick test/simplified health check with user-defined test procedures.	5	Software manual, workflow description and sample report
B. Measurement Accuracy, Performance and Reliability - 12 Marks			

Sr. No.	Criteria	Marks	Documents Required
B1	High measurement accuracy, resolution and repeatability, clearly supported by OEM specifications.	4	OEM datasheet, accuracy specifications and calibration certificate
B2	Adequate test ranges for distribution and power transformer applications.	4	OEM datasheet and technical range specifications
B3	Three-phase testing capability reducing setup time and connection changes.	4	OEM datasheet, product brochure and user manual
C. Software, Data Management and Reporting - 12 Marks			
C1	Standard control and analysis software with manual operating mode.	2	Software specification and user manual
C2	Automated test sequences and customized test plans.	2	Software manual, screenshots and workflow description
C3	Integrated database for transformer asset records and test history.	2	Software documentation and database screenshot/example
C4	Automatic result assessment against relevant international standards.	2	Software documentation, standards mapping and sample assessment report
C5	Report generation with export to PDF, Word, Excel or equivalent standard formats.	2	Sample reports, software manual and screenshots
C6	User-friendly interface, software updates and compatibility with supplied hardware.	2	Software specification, update policy and compatibility statement
D. Portability, Field Use and Safety - 17 Marks			
D1	Compact, portable and transportable design suitable for field testing applications.	4	OEM datasheet, dimensions/weight details and product brochure
D2	Rugged construction suitable for substations, workshops and factory environments.	4	OEM datasheet, environmental/ruggedness specifications and brochure
D3	Reduced rewiring through multi-purpose test cables and integrated test platform.	4	OEM datasheet, cable/accessory list and user manual
D4	Built-in safety features including protective interlocks, overcurrent protection and safe discharge arrangements.	2	Safety documentation, user manual and OEM datasheet
D5	Compliance with relevant safety standards such as IEC, ANSI or equivalent.	3	Safety compliance certificate or manufacturer declaration
E. Training, Two-Year Warranty and After-Sales Support Services – 14 Marks			

Sr. No.	Criteria	Marks	Documents Required
F1	On-the-job training for at least two PESCO engineers covering complete equipment operation.	2	Training plan, schedule and trainer profile
F2	Training on software operation, test result analysis and report generation.	2	Training curriculum and software training material
F3	Training on maintenance, calibration, safety procedures, troubleshooting and field application.	2	Training curriculum, safety module and maintenance guide
F4	Minimum two-year comprehensive warranty covering repair/replacement, service response time and warranty conditions.	4	Warranty certificate, terms and conditions and signed undertaking
F5	Availability of local or authorized service support, spare parts and accessories.	4	Authorization letter, service center details, spare parts commitment

Scoring Rules: Full marks shall be awarded only where the requirement is fully met and supported by acceptable documentary evidence. No partial marks will be awarded for partial compliance. Unsupported claims, vague brochures lacking the relevant features, or missing page references shall receive zero marks for the relevant criterion.

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

