National Electric Power Regulatory Authority NEPRA



Expression of Interest (EOI)

for

HIRING OF CDA-PEC REGISTERED MEP CONSULTANT

for

INSPECTION, MAINTENANCE AND SERVICING OF FIRE AND SAFETY SYSTEM INSTALLED AT NEPRA HEAD OFFICE

Method of Selection

Least Cost Based Selection



NATIONAL ELECTRIC POWER REGULATORY AUTHORITY (NEPRA)

NEPRA Tender No. 01 Expression of Interest (EOI)

National Electric Power Regulatory Authority (NEPRA), a statutory body constituted under Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (XL of 1997) to regulate the provisions of electric power sector invites applications for hiring of services of *CDA-PEC Registered MEP Consultant* for the purpose of carrying out *inspection, maintenance and servicing of fire and safety system installed at NEPRA Head Office*. The applicants must have:

- i) Registration with Income Tax /Sales Tax Departments;
- ii) Its name in active taxpayers list of the FBR;
- iii) Minimum three (3) years relevant experience.
- 2. Prequalification documents, containing detailed terms and conditions are available for the interested parties at the office of the Assistant Director (Administration), NEPRA Tower, G-5/1 Islamabad.
- 3. Single Stage-Two Envelope bidding process will be followed; whereby, Technical & Financial bids will be opened separately in the presence of the representatives of the bidders. The successful bidder shall sign the agreement within seven (07) days of award of job.
- 4. Bids, prepared in accordance with the instructions given in the tender documents, must be submitted through e-Pak Acquisition and Disposal System i.e. e-PADs on or before 10th day of February 2025 @ 1400 hours. Technical proposals will be opened on the same day at 1430 hours. This advertisement and the tender documents are also available on NEPRA & PPRA websites at www.nepra.org.pk/tenders and www.ppra.org.pk respectively.

Director General (Administration/HR)
NEPRA Tower, Ataturk Avenue (East) G-5/1, Islamabad
Ph: 051-2013200, Fax: 051-9210215
www.nepra.org.pk, info@nepra.org.pk

Hiring of Consultant

for

<u>Inspection, Maintenance and Servicing of Fire and Safety System Installed at NEPRA</u> Head Office

1.0 Letter for Invitation

Consultant (s) registered with the professional body (e.g. PEC, PCATP, ICAP, ICMA or any professional body etc.) are invited to show their expression of interest for inspection, maintenance and servicing of fire and safety system installed at NEPRA head office located at Islmabad. The work/ Project (s) is to be carried out as per the best professional/ engineering practices and techniques.

- i. Interested firms must prepare and submit their proposal with proper Indexing and Annexes with required documents;
- ii. The selection process will be conducted under Rule 3-C i.e. Least Cost based Selection of Procurement of Consultancy Services Regulations, 2010 of Public Procurement Regulatory Authority and Single Stage Two envelop Procedure of PPRA Rules.

Information Required for Evaluation

Interested consultants are invited to apply for the engagement by sending following information as per specified format included in this document:-

- a. Name, Address, Phone, Web and E-mail address of the firm.
- b. Copy of Registration with Tax Authorities / FBR and income tax returns for at least last 3 years.
- c. Organization of the firm, list of permanent professional staff along with signed C.Vs mentioning their qualifications, experience, address and experience for each project.
- d. General/ overall experience of the firm as mentioned in evaluation criteria and the list of completed/ ongoing projects in this respect including name of the client, project synopsis and value of the Project to be provided separately.
- e. Relevant/ specific experience of maintenance of fire and safety system as mentioned in evaluation criteria mentioning name of the client and project synopsis
- f. Current commitments / on-going projects of the firm (if any).
- g. Project completion/Client satisfaction certificates for the completed jobs from the respective clients.
- h. An affidavit on stamp paper properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/ Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations.
- i. An affidavit on the prescribed proforma regarding conflict of interest.
- j. Bank statements of last 2 years / banker's certificate of account maintenance.
- k. The Expression of Interest (EOI) documents prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e., e-PADs on or before -- day of -- 2025 @ 1400 hours. Technical proposals will be opened on the same day at 1430 hours.
- 1. NEPRA reserve the right to verify the documents submitted by consulting Firm and shall disqualify a consulting firm if it finds, at any time, that the information submitted

- by the company/firm concerning its short listing as consultant was false and inaccurate or deliberately left incomplete.
- m. Consultants will be informed, in due course, of the result of technical qualification process. Financial bids of technically qualified firms would be opened as per Single Stage Two envelope procedure of PPRA.
- n. NEPRA reserves the right to accept or reject any or all applications as per PPRA Rules.

Director General (Administration/HR)

2. General Information to Firm

Sr #	Description	Details
1	Name of Purchaser	National Electric Power Regulatory Authority (NEPRA)
2	Purchaser's Address	Ataturk Avenue (East), G-5/1, Islamabad
3	Collection of Bidding Documents from	Office of the Assistant Director Administration), NEPRA Tower, Ataturk Avenue (East), G-5/1,
		Islamabad.
4	Communication/Correspondence	To be addressed to the Director General (Administration/ HR).
5	Bid Submission Format	The bids and prices must be submitted on the formats set out in this bidding document. The bids submitted on different formats may be considered non-responsive and may be rejected.
6	Submission of Bids	Bids are to be submitted through e-Pak Acquisition and Disposal System i.e. e-PADS. However the bid security in hard form must be submitted with AD(Admin) in sealed envelope on or before the date of opening of technical bids by-hand or through courier addressed as under: Director General (Administration), National Electric Power Regulatory Authority, Ataturk Avenue (East), G-5/1, Islamabad.
7	Non-Eligible Bidders	This Invitation for Bids is open to all eligible bidders, except as provided hereinafter. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
8	The Price Quoted shall be	Delivered Duty Paid (DDP) in Pak Rupees i.e., inclusive of all applicable taxes & transportation charges, if any. If there is no mention of taxes, the offered/quoted price(s) will be considered as inclusive of all prevailing taxes/duties.
9	Amount of Bid Security	2% of the total quoted amount in favor of "National Electric Power Regulatory Authority (NEPRA), Islamabad".
10	Form of Bid Security	a. The bid security shall be in the form of irrevocable, encashable Call-Deposit / Bank Draft / Pay Order in the name of the Purchaser. b. No personal cheque will be acceptable at any cost. c. The previous bid security (if any) will not be considered or carried forward. d. The bidding documents found deficient of the amount as bid security compared to total bid price will not be considered. The bid security must be posted/ uploaded on e-PADs. g. The successful bidder's bid security will be retained as performance security.
11	Bid Validity Period	Bid should remain valid for 120 days from the closing date

12	Technical Bids Evaluation	The Purchases & Disposal (P&D) Committee of NEPRA shall carry out the evaluation as per the criteria given in the tender documents.
13	Amount of Performance Security	2% of financial proposal in favor of "National Electric Power Regulatory Authority (NEPRA), Islamabad" to be submitted by the successful bidder only.
14	Form of Performance Security	a. The performance security shall be in the form of irrevocable, encashable Call-Deposit / Bank Draft / Pay Order in the name of the Purchaser. b. No personal cheque will be acceptable at any cost. c. The bid security will be retained as performance security of the successful bidder.
15	Arbitration	The contract shall be construed according to the laws of Pakistan. Any difference of opinion or disputes arising between the parties in relation to this contract shall be settled amicably by the parties. In case of any difference/dispute arising between the parties the matter shall be referred to the Chairman NEPRA Islamabad as arbitrator whose decision shall be final and binding upon both the parties. No dispute once decided by the arbitrator shall be agitated in any Court of Law.
16	Any Other Condition	Any other condition specific to this services order not included in this tender document can be included or communicated through draft agreement (to be served before concluding the contract), the format for which is given in bidding document (Annex-A-7).

3. Special Information to Firm

Sr. #	Attribute	Details	
1	Name of the	CDA-PEC Registered MEP Consultant for Inspection,	
	Project	Maintenance and Servicing of Fire and Safety System Installed at NEPRA Head Office	
2	Tender Published on	21st January 2025	
3	Medium	PPRA / E-Pads/NEPRA websites and Daily newspapers	
4	Source of Funds	NEPRA	
5	Deadline for proposal Submission	10 th February at 1400 hrs	
6	Time, Date and Place for Proposals Opening	10 th February at 1430 hrs. Only Technical Proposals will be opened for technical scrutiny. On receipt of Technical Evaluation Report from the Purchase & Disposal Committee of NEPRA, Financial Proposal(s) of short listed firm(s) will be opened. Date and time of Financial Proposal opening will be intimated through letter/phone. The Proposals will be opened in the Office of the Director General (Administration), NEPRA Tower G-5/1, Islamabad.	
7	Bidding Procedure	Single Stage-Two Envelop Bidding Procedure shall apply.	
8	Site Visit	All prospective consultant (s) may visit the site office of NEPRA Tower for the inspection of fire and safety system, if deem mandatory, before submission of technical and financial bid.	

4. Instructions to Consultant (s)

4.1 Submission of Applications

4.1.1. Applications must be submitted through E-Pak acquisition and Disposal System i.e. e-PADs addressed to :-

Director General (Administration), NEPRA Towers, G-5/1, Islamabad

(Hiring of CDA-PEC Registered MEP Consultant for Inspection, Maintenance and Servicing of Fire and Safety System Installed at NEPRA Head Office located at Islamabad Not Later than -- day of --, 2025 @ 1400 hours

- 4.1.2 All information to be provided in English Language.
- 4.1.3 The consultant must respond to all questions & provide complete information as advised in this document. Any lapses to provide essential information or failure to comply with specified format of the document may result in disqualification of the firm.
- 4.1.4 Clarification(s), if required, may be sought during the site visits or by sending the queries in writing through post/other communication means.

4.2 Evaluation Criteria

The services will be hired according to PPRA's Single Stage – two envelop procedure through e-PADs. Salient aspects of single stage – two envelop procedure are enumerated below:-

- (a) The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) Initially, only the "TECHNICAL PROPOSAL" shall be opened;
- (c) The "FINANCIAL PROPOSAL" shall be retained without being opened;
- (d) NEPRA evaluation committee will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
- (e) During the technical evaluation no amendments in the documents shall be permitted;
- (f) Based on the record/documentary evidence submitted by the intended bidders, each firm shall be marked as per the Evaluation Criteria mentioned at Annex A-5. To ensure transparency and fairness, financial bids of those bidders will be opened and evaluated who secure at least 60% marks in the technical evaluation as detailed in Annex-A-5. Clear criteria and scoring methodology are provided to facilitate the evaluation process.
- (g) The financial proposals (as per **Annex-A-6**) of technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
- (h) The financial proposal of bidders not qualified shall be returned un-opened to the respective bidders;
- (i) The method of selection of consultant will be the least cost as per 3(C) of the PPRA Consultancy Service Regulations 2010 i.e; the consultant offering the lowest bid shall be awarded the contract.
- (j) Evaluation criteria of Technical and Financial proposals are as under:

4.2.1 General

Technical Evaluation will be based on the criteria given in succeeding paras regarding the firms general & specific experience & skilled capabilities as demonstrated in the forms attached to this document. The consultants meeting mandatory requirements would have to obtain at least 60% passing marks in evaluation criteria to be successfully qualified for opening of financial bid.

4.2.2 Minimum/Mandatory Requirements (to be provided as per specified format)

- (a) Letter of Application to NEPRA **Annex A-2**.
- (b) Copy of Registration with Income Tax Authorities/ FBR with NTN certificate and income tax returns for the last 3 years as proof of active tax payer.
- (c) An affidavit on non-judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations.
- (d) Undertaking regarding Conflict of Interest on prescribed proforma.
- (e) Non-disclosure agreement.
- (f) Bank statements of last 2 years and banker's certificate of account maintenance.
- (g) Litigation history of last 03 years, if any.
- (h) Evidence certificate regarding accessibility of software of Fire Alarm Panel (GST by UTC)
- (i) Copy of CDA Registration as MEP Consultant
- (j) Copy of PEC Registration
- (k) Bid security in the form of pay order / call deposit / demand draft equal to 4% of bid price of the engagement must be posted on e-PADs. However, the original instrument of the bid security must also be submitted in sealed envelope on or before the day 'Technical Proposals' will be opened.

4.2.3 Personnel Capabilities

The consulting firm must have on their employment suitably qualified professional(s) who will take part in the engagement.

4.2.4 Projects Completed

The consultant shall provide the full details i.e. name of the project, name of employer with contact details, value of the Project, date of award, date of completion, duration etc. of similar nature engagements and of general nature completed as per **Annex A-3(i&ii)**.

4.2.5 Financial Strength

The Consultant should provide at least 2 years bank statements along with banker's certificate of account maintenance.

4.2.6 Litigation History

The firm should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution. A history of award against the Consultant may result in rejection of the application as per **Annex A-4**. In addition, an affidavit by the firm that it is not blacklisted by any Government / Public Sector Autonomous body will also be the part of the technical proposal.

4.3 Other Factors

- **4.3.1** Only firms that have been technically qualified under this procedure shall be invited for opening of financial proposals. A firm whether alone or in legal association with other firms may participate only in one bid for the consultancy. If a firm submits/participates in more than one bid, singly or in association then all its bids will be rejected.
- **4.3.2** NEPRA reserves the right to reject or accept any application as per PPRA rules and to cancel the short listing process at any stage.
- **4.3.3** Evaluation criteria is detailed at **Annex A-5**

5. Scope of Services/ToRs of the Provision of Services / Description of the Project

The scope of services/ description of the Project/ terms of reference (ToRs) of the Consultant Firm include the following:-

- 1. The Consultant shall exercise all the necessary and reasonable skills, care and diligence in discharge of his duties under this agreement in a professional manner in accordance with the applicable standards and in good faith.
- 2. The Consultant shall, after physical checkup of the Client's store, recommend the critical spares along with their O&M part numbers to maintain the minimum inventory level which is required to be kept in stock for routine maintenance and servicing of the Fire Alarm & Safety System for its smooth functioning.
- 3. All efforts should be made to repair old parts for re-use. The new parts should only be substituted when the old parts cannot be satisfactorily repaired & re-used.
- 4. The Consultant shall maintain a register for each equipment/system and date wise record of service & maintenance works, hydro testing and refilling record being carried out by their staff. The Consultant shall take confirmatory signatures from NEPRA's representative for satisfactory work done. The original record of testing and maintenance shall be retained and preserved for three (03) years by the Consultant.
- 5. The Consultant shall submit a monthly report, regarding the overall performance of the Fire and Safety System, to NEPRA's representative and pin point any action(s) to be taken by the Client for improvement where required.
- 6. The Consultant shall make himself or through his authorized representative(s) available, as and when required by the Client, to attend meetings and to carry out site visits, and shall reply to all communications accordingly.
- 7. The Consultant shall handover defective parts to the Client's representative and take confirmation receipt thereof. The Consultant shall maintain a record of the new parts taken from the Client's store.
- 8. All representatives of the Consultant shall display on person their identification cards. In case of non-compliance, the Client may restrict the Consultant's employee(s) entry to the premises.
- 9. The resolution time for diagnosis and rectification of breakdown/emergent fault shall be as early as possible, but not later than 24 hours, depending on nature of the fault & availability of the spare parts.
- 10. The technical staff of the Consultant will ensure that the operation of the installed system(s) is in line with the design parameters of all the relevant components.
- 11. The Consultant shall be responsible to carry out monthly scheduled and Periodic Preventive Maintenance of overall Fire and Safety System including hydro testing as per scope of work (maintenance services) (Annex-A-0) attached to this Agreement. The material/parts required for the purpose will be provided by the Client.

- 12. The Consultant shall submit the estimate for approval of the Client prior to carrying out any work which would fall beyond the defined scope of his work.
- 13. The Consultant will remain on-call for troubleshooting/emergent complaints and periodic maintenance. The Consultant will ensure efficient operation of the system and economical consumption of the material/spare parts. In case of major breakdown, Consultant's qualified team will be called for the purpose on immediate basis, even after office timings. Such types complaints will be covered in emergency visits.
- 14. The Consultant shall timely inform the Client about the need of any consumable/spare, required for repair or replacement, so that it can be procured conveniently and delay in repair/rectification may be avoided.
- 15. The Consultant will possess or arrange at his own cost all the required software, tools & instruments, which are necessary for operations & maintenance of the installed Fire Alarm System.
- 16. Activities/ Project (s)/ work (s) related to the Fire Alarm & Safety System (GST by UTC) installed at NEPRA Tower has been provided at Annex-A-0, but the Consultant will also be bound to operate and maintain any other allied/additional equipment installed and (or) to be installed by the Client at the premises during the currency of the Contract.
- 17. The Consultant shall be responsible for inspection, service, maintenance and upgradation (if required) of the Fire Alarm & Safety System installed at NEPRA Tower for effective operation/management.
- 18. The Consultant shall also be responsible for arranging, maintenance, installation, renovation and up-gradation of the software (where required) for effective operation/management of the Fire Alarm System installed at NEPRA Head Office.
- 19. The Consultant shall carry out all functional testing / repair / maintenance works of the Fire Alarm & Safety System that may cause noise / disturb the peaceful office environment after office hours and (or) on closed holidays.
- 20. The Consultant shall be fully responsible for the maintenance / up-keeping of the installed apparatuses, dedicated manpower and allied items, enabling building to be kept regulated on quarterly generated reports / visits etc.
- 21. The Consultant acknowledges and agrees that it shall, without incurring any additional cost to the Client, be liable to re-perform and re-work all or any part of the work/services, which are deficient in any manner to the extent of the amounts of fees paid in respect of such work/services. The payment of satisfactory re-work shall be made on production of next invoice.
- 22. The Consultant after thorough inspection of the NEPRA Head Office shall also issue Building's Fire Protection & Life Safety Fitness Certificate on yearly basis and preventive maintenance report (PMR) on quarterly basis or as required giving therein undertaking that system of Fire Prevention, Fire Protection & Life Safety are ideally installed and functioning effectively and efficiently to meet any natural or man made disaster 24/7.
- 23. The Building's Fire Protection & Life Safety Fitness Certificate and Preventive Maintenance Report (PMR) shall be submitted to the office of Directorate of Emergency and Disaster Management (E&DM), Metropolitan Corporation Islamabad on yearly basis or as required and the receiving shall be submitted with the copy of Fitness Certificate to Head of Operation & Maintenance (O&M) Department, NEPRA Head Office, Islamabad within three working days.

6. Tenure of Contract

The Contract shall be valid for 03 three years commencing on the effective date as per draft agreement (**Annex-7**) of this Contract by and between the parties. The Contract may be extended on agreed revised rates with mutual consent of both the parties.

7. Schedule of Payments

The consultant shall be required to complete the Project and receive the payments as per following schedule:

- i. The payment shall be made to the Consultant on quarterly basis by the Client on satisfactory performance of works/services provided by the Consultant.
- ii. Quarterly invoice for the preceding quarter will be submitted on 1st working day of every succeeding quarter (i.e., 1st Feb., 2nd May. 1st Aug. and 1st Nov.) by the Consultant.
- iii. Payment will be made through a cross-cheque in favour of the Consultant by the Client within two weeks from the date of submission of invoice.

8. Bid Price

The Consultant shall quote a single total lump sum price for provision of inspection, maintenance and servicing of fire and safety system installed at NEPRA head office. The Proforma in this regard is enclosed an **Annex-6**.

9. Penalty

In case of default/failure on part of the Consultant in carrying out the works as per the Agreement, the Client shall be entitled to employ and pay other persons to carry out the same after giving a notice of seven (07) days and all costs consequent thereon or incidental thereto shall be recoverable from the Consultant by the Client, Moreover, the Consultant shall also be bound to bear all losses/damages caused due to its negligence.

10. Force Majeure

For the purposes of this project, "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, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

a. Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations.
 - **b.** Force Majeure shall not include insufficiency of funds or failure to make any payment required.
 - **c.** Force Majeure period, whenever involved will be added in the given time lines of the project.

11. Cost of EOI

The bidder shall bear all costs associated with the preparation and submission of its EOI and the NEPRA will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

12. TYPE OF CONTRACT

As per PPRA consultancy regulations 2010 a Lump Sum contract will be used.

13. PROPOSED DRAFT FORM OF CONTRACT

A draft Form of Contract is attached as **Annex- A-7**.

Schedule of Periodic and Preventive Maintenance

Periodic Maintenance	Description		
	Fire Alarm System		
Monthly	 INSPECT addressable fire alarm system and check all components including main fire panel, repeater panel, heat detectors, smoke detectors flasher sounders, manual call points and associated standby power batteries etc. TEST the operability of smoke detector, heat detector, manual call point, flasher sounder and testing of at least one unit each INSPECTION of emergency lights 		
	Fire Fighting System		
	 INSPECTION of all firefighting pumps/motors, hose reals, hydrants and associated piping lines and valves etc. INSPECT all portable fire extinguishers and test at least one fire extinguisher 		
	Fire Alarm System		
Every Three Months	 INSPECTION, TESTING and CONFIURATION of addressable fire alarm system and check all components including main fire panel, repeater panel, heat detectors, smoke detectors flasher sounders, manual call points and associated standby power batteries etc. INSPECTION of emergency lights Basic training for handling of Fire Alarm System to NEPRA's nominated staff Submission of Preventive Maintenance Report (PMR) to the office of Directorate of Emergency and Disaster Management (E & DM) and a copy to Head of Operation and Maintenance Department, NEPRA 		
	Fire Fighting System		
	 INSPECTION, TESTING and CONFIGURATION of all firefighting pumps/motors, hose reals, hydrants, fire extinguishers and associated piping lines and valves etc. Submission of Preventive Maintenance Report (PMR) to the 		
	office of Directorate of Emergency and Disaster Management (E & DM) and a copy to Head of Operation and Maintenance Department, NEPRA		
Annually	➤ SUBMISSION of Building's Fire Protection & Life Safety Fitness Certificate to the office of Directorate of Emergency and Disaster Management (E & DM) and a copy to Head of Operation and Maintenance Department, NEPRA		
Preventive	Fire Alarm System		
Maintenance (Every Six Months)	REPAIRING/ REPLACEMENT of all spares of addressable fire alarm system including main fire panel, repeater panel, heat detectors, smoke detectors flasher sounders, manual call points and associated standby power batteries etc.		
	and associated standby power batteries etc.		
	Fire Fighting System ➤ REPAIRING/ REPLACEMENT/ OILING of all firefighting pumps/motors, hose reals, hydrants, fire extinguishers and associated piping lines and valves etc.		

Hydrostatic Test	>	Water Extinguishers: 5 Years Test Interval
Interval	>	Carbon Dioxide Extinguishers: 5 Year Test Interval
	>	Dry Chemical Extinguisher: 12 Years Test Interval
	>	Hose (Single Jacket): 1 Year Test Interval
	>	Hose (Double Jacket): 3 Year Test Interval

Document Checklist

(To be checked and marked by consultant and must be complete in all aspects and as per checklist sequence upon submission of documents)

Sr. No	Documents Required	Check Mark (Yes/No)	Submitted document page number
1	Letter of Application to NEPRA dully filled as per format provided in Annex A-2 .		
2	Copy of NTN and GST Certificates		
3	Proof of active tax payer.		
4	An affidavit on non-judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government/Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations.		
5	Bank statements of last 2 years and Bank certificate of good conduct.		
6	Evidence certificate regarding accessibility of software of Fire Alarm Panel (GST by UTC)		
7	Details of Projects (Specific and General) Completed / In hand dully filled as per format provided in Annex A-3 (i&i).		
8	Litigation history (if any) dully filled as per format provided in Annex A-4 or Company Certificate		
9	Financial bid posted/uploaded on e-PADs		
10	Bid Security posted / uploaded on e-PADs		
11	Original Bid Security in sealed Envelope to be submitted on or before the date / time of technical bid opening		
12	Non-Disclosure Agreement (Annex-A-8)		
13	Undertaking for Conflict of Interest (Annex-A-9)		
14	Copy of CDA Registration as MEP Consultant		
15	Copy of PEC Registration		

^{*}Note: Each page of the EOI proposal submitted by the company must be properly numbered and must bear company official seal along with signatures of company representative. Failure to comply may result in disqualification.

Letter for Application

[Letter head paper of the consultant, or the lead partner, Responsible for joint venture/association of firms, including full details Of postal address, telephone no., fax no., email, website etc.]

То:-

Director General (Administration), NEPRA Ataturk Avenue (East) G-/1, Islamabad.

0.	
· ·	*
. 11	Ι.

- 2. Attached to this letter are copies of original documents defining:
 - a. The consultant's legal status.
 - b. The principal place of business.
 - c. Minimum/Mandatory requirements, Technical and Financial bids as per NEPRA EOI Document.
- 3. Your department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from clients.
- 4. Your department and its authorized representatives may contact the following persons for further information, if required.

a.	Mr Tele No
b.	Mr
	Tele No

This application is made with full understanding that:-

- a) Application will be subjected to verification of all information submitted for the evaluation.
- b) NEPRA reserves the right to accept or reject any application, cancel the process without any prejudice.
- c) We confirm that we are enclosing all required documents as per format provided in EOI document of NEPRA along with valid photocopies of all other required documents as mentioned in document checklist: **Annex A-1**.
- d) The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail.

Signed	Signed
For and on behalf of	For and on behalf of
(name of consultant)	(name of consultant)

	To be filled in by Consultant
Name of Consultant Firm	

Experience of the Consultant/Details of Completed Projects

Note:- The followings forms are to be filled in by each consultant for Specific and General Projects as per evaluation criteria **Annex A-6.** Please fill in all requirements and write N.A where not Applicable.

Specific Project

Sr.#	Description	To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Value of the Project	
4	Nature of the Project i.e. design, detailed supervision, top supervision, soil investigation, etc.*	
5	Date of Award of the Project	
6	Date of completion/expected date of completion of the Project.	
7	If there are any delays in engagement? What were the reasons and project cost over runs?*	
8	Any other detail/information*	

^{*}Use separate sheet for each project

General Project

Sr.#	Description	To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Value of the Project	
4	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, etc.*	
5	Date of Award of the Project	
6	Date of completion/expected date of completion of the Project.	
7	If there are any delays in engagement? What were the reasons and project cost over runs?*	
8	Any other detail/information*	

^{*}Use separate sheet for each project

Litigation History

Name of Consultant or Partner of a Joint venture:	

Consultants, including each of the partners of JV, should provide information on any history of litigation or arbitration (if any) resulting from projects executed in the last 3 years or currently under execution.

Year	Award	Name of the Client, cause of litigation, and	Disputed
	FOR or	matter in dispute	Amount in PKR
	AGAINST		
	Consultant		
i			1

If no litigation history in last 3 years then provide a certificate whereby mentioning that the firm or any of its affiliates/partners are involved in any such proceeding either nationally or internationally.

Technical Evaluation Criteria

Technical Criteria	Applicable Scores		Marks
Overall Maintenance of Fire and	• The Consultant Firm has more than 5 years of experience.	20	20
Safety Installation Experience of the Consultant Firm	• The Consultant Firm has 4 to 5 years of experience.	15	
Note: Clear evidence of the experience claimed must be attached	The Consultant Firm has 3 years of experience.	10	
	Similar Projects / Engagements Completed in past three years:		10
2. Relevant Fire and Safety System (GST by UTC) Projects of	More than Five (5)	10	
the Consultant Firm	Five (5) – Four (4)	7	
Note: Copy of completion certificates, letters of award / or	Three (3) – Two (2)	4	
Contract Agreements must be attached	Similar Projects / Engagements In hand:		10
	Two (2) or more	10	
	One (1)	5	
	Projects / Engagements Completed in past three years:		10
3. General Fire and Safety Projects	More than Five (5)	10	
of the Consultant Firm	Five (5) – Four (4)	7	
Note: Copy of completion certificates, letters of award / or	Three (3) – Two (2)	4	
Contract Agreements must be attached	Projects / Engagements In hand:		5
	Two (2) or more	5	
	One (1)	3	
4. Team assigned for the fire and safety system installations/ maintenance/ servicing of fire and alarm system	 Fire & Safety Officer Fire & Safety Team At least 2 PEC Registered Engineer 	10	10
Note: CVs of the assigned resource with the engagement may be attached. Moreover, the client may demand the qualification and experience certificates as an evidence.	 Fire & Safety Officer Fire & Safety Team At least 1 PEC Registered Engineer 	5	

Technical Criteria Applicable Scores			Marks
5. Financial Soundness	Average Monthly Turnover of two (2) years		5
Note: Bank statement/ Audit report of last two years must be	Above one (1) Million	5	
attached	Five lac or above	3	
	Total	Marks	70
	Threshold	Marks	42

Note: Firms must obtain at least 42 out of 70 points in technical evaluation to qualify for opening of financial bids.

PERFORMA FOR SUBMISSION OF FINANCIAL BID

(Lump sum fee is to be quoted)

	Consultant Firm's Fee (PKR)	Taxes (if any)	Total (PKR)
ount In v	vords:		
i.		usive of all applicable Govern	
i.	Financial bid should be included will be deducted at the time	•	
ii.	Financial bid should be included will be deducted at the time	usive of all applicable Govern of payment as per GoP Rules	

DRAFT AGREEMENT

(To be executed on Rs.100/- Judicial paper)

THIS Service Agreement (the "Agreement") for Inspection, Maintenance and Servicing of Fire
and Safety System Installed at NEPRA Head Office is made on this day
2025;

By and Between

National Electric Power Regulatory Authority (NEPRA), a statutory body established under Act of parliament (XL of 1996) to regulate the provisions of electric power sector in Pakistan and having its office at NEPRA Tower, Ataturk Avenue (East), Sector G-5/1, Islamabad through its Director General (Administration / HR).

(hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part And

(Name of Consultant Firm)	
through	
Mr	
bearing CNIC	having place
of business	~ ·
at	

hereinafter referred to as ""the Consultant"," warrants and represents that it has necessary skills, knowledge, technical resources, personnel, experience and capability for looking after the fire and safety system installed at NEPRA Head Office in accordance with the best standards and practices of the industry, National Fire Protection Association Code, CDA Safety Regulation 2010, Building Code Fire Safety Provisions-2016 and other applicable legal requirements and also in accordance with terms of this Contract;

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS

- A. Client is desirous of hiring the services of the Consultant for <u>Inspection</u>, Maintenance and Servicing of Fire and Safety System Installed at NEPRA Head Office (Hereinafter referred to as "Services").
- C. Upon the basis of the representations and warranties of the Consultant contained herein, the Client wishes to appoint the Consultant to provide the **Services set out** in the **Agreement**;

NOW THERFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Consultant hereby agree as follows:

1. Definitions

In this Contract the following words and phrases shall have the meanings ascribed thereto hereunder:

- (a) "Client" shall mean NEPRA through Head of Operation & Maintenance (O&M) Department;
- (b) "Contract" shall mean this Contract for engaging the services of the Consultant for Maintenance and Servicing of Fire and Safety System installed at NEPRA Head Office installed and any annexures attached or documents referred herein as part of the Contract;
- (c) "Fire Alarm System" shall means main panel (at Basement-II), repeater panel (at Ground Floor), smoke detectors, heat detectors, manual call points, sounders and their wiring/cabling installed (GST by UTC) in NEPRA Head Office;
- (d) "Fire Safety System" shall mean firefighting pumps (at Basement-II), hose reels (all floors), fire hydrants (ground floor), fire cabinets and fire extinguishers (all floors) and their piping installed at NEPRA Head Office.
- (e) "Day" shall mean a calendar day of twenty-four (24) hours measured from one preceding midnight to the succeeding midnight;
- (f) "Month" shall mean a calendar month according to Gregorian calendar beginning at 12:00 midnight on the last Day of the preceding month and ending at 12:00 midnight on the last Day of the month;
- (g) "Remuneration" shall mean any or all the amounts (as the context so admits) payable to or for the account of the Consultant upon satisfactory and proper performance by the Contractor of its obligations in accordance with the provisions of this Contract;
- (h) "Works" or "Services" shall mean services to be performed by the Contractor pursuant to **Clause 5** (Scope of Services/ToRs of the Provision of Services / Description of the Project) of this EOI documents;
- (i) "Year" shall mean 365 days of Gregorian calendar;

2. Scope of Agreement

Subject to terms and conditions of this Agreement the Consultant agrees to provide the Services as per requirements prescribed under **EOI Documents to this agreement**;

3. Agreement Documents

In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meaning as defined in the Agreement and documents. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Service Agreement
- b) EOI document
- c) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the Consultant at the signing of the Service Agreement.
- d) Bid security / Performance Security
- e) Clients order to commence the work.
- f) Any Correspondence by the Client/Consultant mutually accepted by the Client and the Consultant.

4. Term

Upon signing of this Agreement the Consulting Firm shall be obligated to commence Project for Inspection, Maintenance and Servicing of Fire and Safety System Installed at NEPRA

Head Office . In case of failure the Client will be entitled to deduct any amount payable to the firm and assign the work to any other firm at its discretion.

5. Termination

Notwithstanding anything herein contained the Client shall be exclusively entitled to terminate this Agreement

- a. Without advance notice, in case the Consulting Firm is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services;
- b. Without cause, by giving three (03) days advance written notice to the Firm.
- c. If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents or this Agreement
- d. In case of such termination, the firm shall only be paid for services actually rendered up to the date of termination, and any advance payment in respect of Services, not performed or in respect of period falling after the effective date of termination shall be refunded by the firm within seven (07) days.

6. Charges

- 6.1 The payment shall be made to the Consultant on quarterly basis by the Client on satisfactory performance of works/services provided by the Consultant.
- 6.2 Quarterly invoice for the preceding quarter will be submitted on 1st working day of every succeeding quarter (i.e., 1st Feb., 2nd May. 1st Aug. and 1st Nov.) by the Consultant.
- 6.3 Payment will be made through a cross-cheque in favour of the Consultant by the Client within two weeks from the date of submission of invoice.
- **6.4** The consultant's fee payment for services will be released subject to recommendation by the O&M Department of NEPRA.
- 6.5 All amounts paid to the Consultant as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Consultant.
- **6.6** All payments to be made by the Client to the Consultant shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Consultant.

7.0 Penalty

In case of default/failure on part of the Consultant in carrying out the works as per the Agreement, the Client shall be entitled to employ and pay other persons to carry out the same after giving a notice of seven (07) days and all costs consequent thereon or incidental thereto shall be recoverable from the Consultant by the Client, Moreover, the Consultant shall also be bound to bear all losses/damages caused due to its negligence.

8 Invoice

- 8.1 The Consultant shall submit its Invoice in accordance with the rates/charges specified in **Annexure- A-6** hereto.
- 8.2 The Consultant shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its allocated resource who shall be deputed for the Services.
- 8.3 Any losses/damages suffered by the Client due to omission on the part of the Consultant, his staff/employees to abide by this condition shall be the sole liability of the Consultant and it may result in termination of the Agreement by the Client at its sole discretion.

9 Ernest Money

9.1 Earnest money/Bid security of 2% of the bid value is to be provided to the Client on or before opening of technical bid.

9.2 Earnest money/Bid security of the successful bidder shall be retained as a performance security.

10 Confidentiality

The Consultant, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Consultant and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

11 Certification:

The Consultant shall provide a certificate on completion of Project that all services have been provided as per the Client's requirement / EOI documents.

12 Indemnification

The Consultant shall indemnify and hold harmless the Client, its Chairman, Directors, Member, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Consultant or his employees, personal, agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

13 Resolution of Disputes

All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to: (i) Grievance & Redressal Committee (GRC) of the Client for amicable settlement/resolution of the dispute at the first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through the Director General (Administration). The decision of the Authority to settle the issue amicably will be final and binding on both parties. (iii) In the event of failure of amicable settlement of the dispute as above, either party may refer the dispute to Arbitration under the provisions of the Arbitration Act, 1940, and the rules issued thereunder, at Islamabad, Pakistan.

14 Force Majeure Event

- 14.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.
- 14.2 For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.12.3The Party initially affected by a Force Majeure shall promptly but not later than fourteen (14) days following the Force Majeure event notify the other Party of the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Notification"). Failure to notify within the aforesaid period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.
- 14.3 Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

15 Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan. All activities and deliverable under this agreement must comply with NEPRA guidelines and relevant Pakistani laws and regulations.

16 Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

17 Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18 Tenure of Contract

The Contract shall be valid for 03 three years commencing on the effective date) of this Contract by and between the parties. The Contract may be extended on agreed revised rates with mutual consent of both the parties.

19 Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

20 Project

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

21 Annexures

All annexures of the EOI documents and **Nondisclosure Agreement** are integral part of this Agreement and has to be read and construed as part of this Agreement.

IN WITHNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

For and Behalf of Client	For and on Behalf of Consultant Firm/ JV
By:	By:
Name:	Title:
Title:	Name :
Signature:	Signature :
Date:	Date :
Witnesses	_
1	2
Name:	Name:
CNIC:	CNIC:

Non-Disclosure Agreement

This Non-Disclosure Agreement (this "Agreement") is made on this the day of, 2025 by and between:

First Party National Electric Power Regulatory Authority (NEPRA), a statutory body established under Act of parliament (XL of 1996) to regulate the provisions of electric power sector in Pakistan and having its office at NEPRA Building, Ataturk Avenue (east) Sector G-5/1, Islamabad.

and

Second Party: Consultant Firm Concerned

The First Party and the Second Party shall hereinafter be referred to collectively as "the Parties" and each individually as "the Party".

WHEREAS, the Parties have successfully negotiated and are likely to enter into a working relationship, whereby the First Party shall hire the services of the Second Party for the period

WHEREAS, both Parties agree and acknowledge that during the course of the Project, the Parties shall become aware of information related to each other's business, which might fairly be considered to be of confidential nature including, but not limited to, methods, practices and procedures with which the Parties conduct their respective businesses, Internal working, decisions or SOPs which are not Public documents, strategies in dealing with the Operators, Licensees etc. the Know-How, information pertaining to its principals, pricing policy, commercial relationship, negotiations or parties' projects, affairs, finances or any information in respect of which the parties are bound by an obligation of confidentiality to any third party.

The Consulting Firm hereby agrees and acknowledges that:

- 1. That during the course of consultancy agreement with National Electric Power Regulatory Authority (NEPRA), there may be disclosed and access to confidential and proprietary information of the Authority. This information includes, but is not limited to, licensee lists, contract terms, methods of operation, specifications, know how, and financial information etc.
- 2. Under the terms this Confidentiality Agreement the Consultant is under an obligation to keep all such information that is disclosed in the course of the consultancy contract with NEPRA, confidential and not to use it to the detriment of the Authority. In particular, you may not use it for, or disclose it to, any new employer.
- 3. Any unauthorized disclosure or use of the Authority's confidential information could lead to litigation against you and any new employer. Request is hereby made that you confirm to the undersigned that you have not, and will not, disclose or use any confidential information of the Authority nor will you interfere with the Authority's existing contractual arrangement.
- 4. As used in this Agreement, the term "Confidential and Proprietary Information" means all Technical, Financial and/or such information described in paragraphs 1 to 3 above. Confidential Information includes not only the information itself, but also all documents containing such information with regard to the internal working and any and all such information maintained in electronic or other form. For purposes of this Agreement, Confidential Information shall not include any (i) information which is publicly known or (ii) becomes publicly known and made generally available after disclosure the Consultant/Advisor, through means other than breach of obligations under this Agreement.
- 5. I agree that upon termination of the Consultancy Agreement by the Authority:

- a. I shall return to NEPRA all documents and property of NEPRA, even if not marked "confidential" or "proprietary," including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to NEPRA, or in any way obtained by me during the course of the Consultancy Agreement. I further agree that I shall not retain copies. notes or abstracts of the foregoing.
- b. The Authority may notify any future or prospective employer or third party of the existence of this Agreement. The Authority shall be entitled to injunctive relief for any or threatened breach of this Agreement, in addition to all other available remedies, including the recovery of monetary damages.
- c. This Agreement shall be binding upon me and my personal representatives and successors in-interest.
- 6. All questions with regard to the interpretation and enforcement of any provision of this Agreement shall be determined by the Authority.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date below:

First Party	Second Party
For	For
National Electric Power Regulatory Authority (NEPRA)	Consultant Firm

Witnesses

Witness 1:	Witness 1:
Name:	Name:
CNIC:	CNIC:
Witness 2:	Witness 2:
Name:	Name:
CNIC:	CNIC:

Conflict of Interest Undertaking

I hereby certify that to my knowledge, there is no conflict of interest involving the vendor/consultant/designer named below:

- *i.* No NEPRA official or employee has an ownership interest in vendor/consultant/designer's company or is deriving personal financial gain from this contract.
- ii. No NEPRA official's or employee's immediate family member has an ownership interest in vendor/consultant/designer's company or is deriving personal financial gain from this contract.
- iii. No retired or separated NEPRA official or employee, who has been retired or separated from the organization for less than two (2) years has an ownership interest in vendor/consultant/designer's company.
- iv. No NEPRA official or employee is contemporaneously employed or prospectively to be employed with the vendor/consultant/designer.
- v. Vendor/consultant/designer hereby declares it has not and will not provide gifts or hospitality of any rupee value or any other tokens to any NEPRA official or employee to obtain or maintain a contract.

vı.	Pie	ase i	note any exceptions below:
	a.	Vei	ndor/consultant/designer Name:
	b.	Vei	ndor/consultant/designer Phone No:
	c.	Co	nflict of Interest Disclosure:
		i.	Name and designation of NEPRA Official, employee or immediate family members with whom there may be a potential conflict of interest
		ii.	Relationship to official:
		iii.	Interest in vendor/consultant/designer's company:
		iv.	Any other information:
4.	I co	ertify	y that the information provided is true and correct by my signature below:
Name	& S:	igna	ture of Vendor/consultant/designer:
Date: _			
CNIC	/N'	ΓNΙ	No:
Witnes	ss I1	nfor	mation:
1.	Na	me:	
	CN	IIC :	No.:
2.	Na	me:	

CNIC No.: