



**National Electric Power Regulatory
Authority
(NEPRA)**

INVITATION TO BID

NEPRA Tender No. 05/2016

NEPRA is an autonomous body established through an Act of the Parliament known as 'Regulation of Generation, Transmission and Distribution of Electric Power Act 1997 (XL of 1997) invites sealed bids from the authorized Individuals/companies registered with Income Tax and Sales Tax Departments for Urdu Translation.

2. Prequalification documents, which contain all information required for prequalification, including instructions for preparation and submission of documents, evaluation criteria etc. are available for the interested bidders at the office of Assistant Director (Admn), NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad. Price of the bidding documents is Rs. 100/- as per Rule 16(2) of Public Procurement Rules, 2004. Bidding documents can also be downloaded from www.nepra.org.pk free of cost.

3. The proposals, prepared in accordance with the instructions in the prequalification documents, must reach the office of Assistant Director (Admn), NEPRA Tower, Attaturk Avenue (East), G-5/1, Islamabad on or before May 10, 2016 before 1400 hrs. Bids will be opened on the same day at 1430 hrs. The advertisement is also available on PPRA website at www.ppra.org.pk.

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

**NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
NEPRA**

Bidder's Information

Tender Serial No. _____ Dated _____

Name of Firm to whom Tender issued: _____

SIGNATURE
OF TENDER ISSUING OFFICER

Name of Firm/Contractor _____

Address: _____

Contact Person _____

Telephone No: _____

Fax No: _____

National Tax Number: _____

GST Number _____

I/we, M/s / Mr. _____ hereby undertake to accept all the terms and conditions laid down by NEPRA with regard to award of this contract.

Signature of Bidder

Enclosure:

1. Definitions & Scope of Work (04 pages)
2. Terms and Conditions (04 pages)
3. Press Advertisement (1 page)

Tender for Translation Services
NEPRA Tender No. 05/2016

Sealed bids are invited from authorized individuals/firms/companies for translation services.

Definitions:

- a. **Consultant** means the person or firm providing the translation services
- b. **Client** means National Electric Power Regulatory Authority (NEPRA)
- c. **Committee** means representatives of Client i.e., NEPRA, responsible for proofreading and review of the documents submitted by the Consultant.
- d. **Goods & Services** means the translation services provided by the Consultant in the act of creation of documents (soft and hard form)
- e. **Translation** means translation of text from English to Urdu in clear & understandable language.

A. SCOPE OF SERVICE:

i) **Translation of Official Document**

- a) English to Urdu;
- b) NEPRA Act (29 pages),
- c) NEPRA Rules (497 pages),
- d) NEPRA Regulations (256 pages),
- e) NEPRA Standard Operating Procedures (7 pages),
- f) NEPRA Guidelines (90 pages),
- g) NEPRA Codes (563 pages),
- h) Any other document

ii) The bidder must provide the following:

- a. Certificate of registration with tax departments
- b. Proof of minimum 10 years of Urdu translation experience (*of legal documents*) or translation of at least 50 projects / books.
- c. List of major clients
- d. Affidavit that the bidder has not been blacklisted
- e. Copies of Urdu translation works carried out by the bidder for government / semi-government / autonomous bodies / Internationally Recognized bodies etc. (*copies of work order or completion certificates could also be provided*)
- f. Last 2 years bank statement
- g. Bidder must provide Professional Translation experience certificate.
- h. Affiliation with National Language Authority would be preferred.
- i. The bidders should have experience with CAT tool MS Word program, Inpage, adobe, Unicode, corel draw, photoshop etc.

iii) **Termination of Contract on Poor Performance:**

- a. In case of un-satisfactory work or non-compliance of the given timelines, or consistent poor performance, notice(s) may be served with one (01) week improvement time.
- b. If the individual/firm still fails to deliver, the contract may be terminated resulting in forfeiture of the deposited performance security bid for the contract.
- c. If the individual/firm fails to keep the confidentiality of NEPRA's assigned work.

iv) **Eligible Bidders:**

- a. Only those individuals, companies and firms, who have a valid registration can participate. The National Tax Number or Sales Tax registration certificate must be attached with the sealed company profiles.
- b. The applicant must secure at least **70 % score** in each category as per following:

Sr. No.	Category	Weightage/ Marks	Passing
1.	Experience Record	40	28
2.	Personnel Capabilities	20	14
3.	Financial Soundness	10	7
Total:		70	49

1)- **Experience Record:**

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Urdu translation of legal documents (Act / Rules / Regulation etc. carried out for the government/ semi-government departments / internationally recognized organizations / authors of books translated in last fifteen years.	15	For each completed job of satisfactory service to such organizations will eligible the contractor/bidder for 0.5 marks, subject to provision of documentary evidence. Full marks will be given in case of 30 or more jobs of satisfactory services rendered by the Contractor.
b)	Urdu translation services being rendered since last two years.	15	For each translation project in hand where the Contractor/bidder is still providing satisfactory services since two years will make eligible the contractor for 3 marks, subject to provision of documentary evidence. Full marks will be given in case of 5 or more such contracts.
c)	Year of Establishment / Experience [1 mark per year beyond 05 (five) years]	10	Date of establishment will be taken from NTN certificate.
Total Marks Allocated			40

2)- **Personnel Capabilities**

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Professional Translation experience	5	0.5 marks will be given for each number year of translation experience. Full marks will be given in case of 10 or more years' experience certificate/proof has been provided.
b)	Affiliation with National Language Authority	5	Full marks will be given in case of 5 or more years of affiliation with National Language Authority has been provided with proof.

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
c)	Experience with SDL Trados, Projetx, AIT, Systran, Acrolexic etc. software.	5	1 mark will be given for each software. Full marks will be given if a bidder has capacity of using 5 or more software, only if certificate/proof has been established.
d)	Registrations / certifications of International Translation Companies like www.translatorbas.com , www.translationmaven.com or www.proz.com .	5	1 mark will be given for each registration / certification. Full marks will be given in case of 5 or more certifications/registrations have been established with proof.
Total Marks Allocated			20

3)- **Financial Soundness**

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Average bank balance of the firm for the last 2 years	10	Less than Rs 500,000/- 0 marks Between Rs 501,000/- to Rs 2,000,000/- 5 marks Between Rs 2,000,001/- and above/- 10 marks
Total Marks Allocated			10

Note: The above data forms can be verified independently by NEPRA and any fabricated statement by the bidder may result in termination of contract, forfeiture of pending payments along- with retention money and black listing of company etc.

Financial Evaluation Procedure

Description	Pages	Rate (Rs.) inclusive of all taxes	Marks
Rate for per page translation (irrespective of the number of words or lines on a page)	1413	Rs. _____ per page X 1413 = Rs. _____	Total = 30 1st Lowest: 30 2nd Lowest: 24 3rd Lowest: 19

v) **Miscellaneous Responsibilities of the Translation/Bidding Company:**

- The bidding amount shall be in Pak Rupees and shall be inclusive of cost of translation, duties, taxes, surcharges, overhead and profits. If selected in the tendering process, the quoted rates would be considered as the contractual amount and no claim whatsoever will be determined for any extra or additional payment in this regard.
- The Technical proposal should accompany bid security of Rs. 10,000/- in the form of pay order (refundable) in the name of NEPRA. No bid will be entertained without the bid security.
- The bidder will have to sign the agreement within 15 days after intimation of his success by NEPRA, otherwise, his bid will be cancelled.

- d. Successful bidder will submit 5% of the total bid price (refundable) in the form of pay order in the favour of NEPRA along-with the signed agreement as performance bid security which will be released on completion of works.
- e. Minimum validity of the bid shall be 30 days.
- f. Upon selection, the selected bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the designated NEPRA Official.
- g. Bidder himself will be responsible for ensuring that his bid submitted in accordance with the instructions stated herein. Any bid submitted after the dead line prescribed for submission of the bids will not be considered/entertained.
- h. Deduction of tax will be made at source according to law.
- i. Payment would be processed as described in the contract documents.
- j. The bid process will be single stage two envelop and the minimum threshold for qualifying in the technical proposal is 70%. Bid shall be submitted in a single package containing two separate envelops clearly marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”. Initially only envelop marked “TECHNICAL PROPOSAL” shall be opened, whereas envelop marked as “FINANCIAL PROPOSAL” shall remain in the custody of NERPA without being opened.
- k. NEPRA shall evaluate the technical proposal, in a manner prescribed in advance, without reference to the price, and reject any proposal which doesn't conform to the specified requirements. However, financial bid will be evaluated as follows:

$$\frac{\text{Lowest Quoted Bid}}{\text{Bid to be evaluated}} \times 30 = \text{Total Marks Obtained}$$
- l. Weightage of Technical and Financial proposals will be 70% and 30% respectively. The bidder obtaining highest marks combining Technical and Financial proposals will be awarded the contract. If two or more bidders obtain equal marks in Technical proposal, then the contract will be awarded to the one with lowest financial bid.
- m. Sealed tenders along-with required documents must be delivered at NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad on **May 10, 2016** before 1400 hrs which will be opened the same day at 1430 hrs. in the presence of the available representative of participating firms.
- n. NEPRA reserves the right to increase/decrease the quantity and accept or reject all bids as per PPRA Rules 2004.

B. Terms and Conditions of the Contract:

i. Acceptance of Contract:

Acceptance of this contract by Contactor is expressly limited to the terms and conditions stated in this contract. No terms and conditions other than those set forth in this contract, including all documents attached to this contract by Client or incorporated by reference herein, shall be binding on Client unless accepted by Client in writing. Consultant shall be deemed to have accepted this contract including all of its terms, by signing and returning Client's acceptance on page 6. No other method may be used by the Consultant for acceptance.

ii. Price

Consultant shall furnish the Goods and/or Services covered by this contract at the price(s) mutually agreed in this contract and ascertained in terms of number of pages of A4 size. Unless otherwise specified in this contract, the price(s) stated in this contract are firm fixed and inclusive of taxes.

iii. Delivery

Consultant shall furnish the Goods and/or Services covered by this Contract in accordance with the delivery schedule stated in this Contract. Unless otherwise agreed in writing by Client, Consultant shall not make material commitments or production arrangements in excess of the amount or in advance of the time reasonably required to meet Client's delivery schedule. Goods and/or Services delivered to Client more than ten(10) days in advance of the delivery date specified for such Goods and /or Services may be returned to Consultant or stored by Client at Consultant's expense. The Goods and /or Services shall be delivered in soft and hard form in the format compatible with INpage, MSWord & PDF.

iv. Notice of Delays

Whenever Consultant has knowledge of an actual or potential delay in the timely performance of this contract, including possible labor disputes, Consultant shall promptly notify Client in writing of all relevant information with respect to such delay. Such notice is for informational purposes only and shall not relieve Consultant or Consultant's obligation to comply with the delivery requirements of this Contract. Consultant shall indemnify and hold Client harmless for any damages, costs or loss, that Client is required to pay as a result of Consultant's failure to meet the delivery schedule, regardless of whether Consultant notified Client of the delay.

v. Release of Information

Consultant shall not make or authorize any news release, advertisement, or other disclosure related to the existence/ scope of work of this Contract without prior written consent of Client.

vi. Changes

Client, at its sole discretion, may at any time, by written Contract, suspend performance of this Contract in whole or in part, make changes to the scope of work, specifications, method of delivery, reschedule the time of delivery of Goods and/or Services, or require additional or diminished Goods and /or Services. Consultant agrees to proceed with the contract as changed in consideration of its rights under this clause to receive an equitable adjustment. If any such change causes an increase or decrease in the cost of, or time required for performance of this Contract shall be modified in writing accordingly. Consultant must assert its right to an adjustment under this clause no later than (30) days from the date of Consultant's receipt of the written change to this Contract.

vii. Termination

a. Client, for its convenience, may terminate this contract in whole or in part at any time

by written notice to Consultant. Consultant shall proceed with the performance of the non-terminated portion of this Contract. Within seven (07) days of receipt of such termination notice, Consultant shall submit to Client a termination settlement proposal, the Client shall issue a notice of termination within fifteen (15) days of submission of termination settlement proposal.

b. Notwithstanding the above, Client may terminate this contract for in whole or in part if Consultant:

1. Fails to deliver the Goods or to perform the services within the time specified in this contract or any extension,
2. Fails to make progress, so as to endanger the performance of this contract
3. Fails to perform any of the other provisions of this contract.

c. Client may immediately terminate the Contract with no notice or opportunity to settlement, if the Consultant fails to deliver the Goods or to perform the services as scheduled under clause 1. Prior to terminating Consultant pursuant to 2 & 3 of this clause, Client will provide the Consultant with a notice of termination on default. Client's right to terminate pursuant to clause 2 & 3 may be exercised if Contractor does not cure its performance within seven (07) days after receipt of the notice from Client specifying the failure. In the event of a termination for default for any reason, Client may acquire, under terms and in the manner Client deems appropriate, Goods and/ or Services similar to those terminated, and Consultant shall be liable to Client for any costs for those Goods and/or Services specified in this contract. Rights granted to Client under this clause are in addition to any rights or remedies provided elsewhere in this Contract or in law and shall not be deemed to be exclusive.

viii. Disputes

In case of any dispute or difference, the case will be referred to a Committee of the Client duly constituted by it in this behalf for amicable settlement / resolution of the dispute at first stage. At the 2nd stage the case will be referred to Authority of the Client through Director General (Administration). NEPRA will be final Authority to settle the issue amicably that decision could not be challenged in any court of Law.

In the event of failure of amicable settlement of dispute as above, either party of this contract may refer the matter of dispute to arbitration under the provision of Arbitration Act, 1940 and the rules issued there-under, at Islamabad, Pakistan.

ix. Waivers/Approvals

No waiver, alteration, or modification of any of the provisions of this Contract shall be binding on Client unless evidenced by a written amendment signed by an authorized representative of Client. Client's failure to insist on performance of any of the terms and conditions of this Contract or the exercise of any right or Client's waiver of any breach under this Contract shall not thereafter waive any other terms, conditions, rights, privileges, or breaches regardless of whether they are of the same or similar type.

x. Assignments

Consultant shall not assign this contract or any rights under this contract without prior written consent of Client, and no purported assignment by Consultant shall be binding on Client without such written consent. In the event of such consent, Client may make checks payable in the name of both the assignor and the assignee and if any conflict arises between assignor and assignee regarding the right to receive payment under this contract, Client may, without liability, withhold payment until Client receives a joint, clear, consistent direction from all affected parties or a court Contract directing Client to pay a specific party.

xi. Subcontracting

Consultant shall not subcontract all or any portion of the work to be performed under this contract to any sub Consultants without the prior written permission of Client.

xii. Records

Consultant Agrees that Client or any of its authorized representatives shall, until the expiration of one financial year after final payment under this contract, have access to and the right to examine pertinent documents and records of Contactor involving transactions / assignments related to this Contract.

xiii. Compliance with Laws

Consultant shall comply with all applicable federal, state, and local laws of Pakistan. The Consultant's service would be governed as per NEPRA Service Regulations, however, the service under this contract does not confer any right to become entitled to perks and privileges as permissible to employees of NEPRA.

xiv. Working Hours

5 days a week from 8:45 a.m. to 04:00 pm (Monday to Friday).

xv. Contract Period

The date of this contract and the date for deployment of the required manpower shall be ----- till ----- and ----- to ----- . However, NEPRA reserves the right to terminate or extend this contract during the currency of contract in line with clause vi & vii.

xvi. Consultant/Employees

It is understood that the Consultant and Consultant's employees are not employees of the Client and are not entitled to any benefits, privileges, workers, compensation or unemployment benefits from Client. Consultant and its employees shall obey and abide by all rules and regulations governing Client's employees while working on Client's premises.

xvii. Invoicing

Unless otherwise specified in this Contract, Consultant shall issue a separate invoice for each delivery of goods and/or Services under this Contract and unless otherwise specified in this Contract shall not issue any invoice prior to the delivery date stated in the Contract or the actual delivery date whichever is later. Consultant shall submit invoices to the address specified in this Contract. Client's payment of an invoice shall not constitute acceptance of the Goods and/or Services and shall be subject to appropriate adjustment for Consultant's failure to meet the requirements of this Contract. Consultant shall promptly repay to Client any amounts paid in excess of amounts due the Consultant. Client may set off any amount owed by Consultant or any of its affiliated companies to Client against any amount owed by Client to Consultant under this Contract. A proper invoice shall include Contract number, description of items delivered or services rendered, amount per unit extended total and all related acceptance documents within forty five (45) days of issuance of invoice.

xviii. Inspection and Acceptance of Goods and/or Services

a. All Goods and/or Services may be inspected, tested and reviewed by Client or Client's representative prior to acceptance at all reasonable times and places. Review, inspection and testing will be made on Client's premises and Client shall provide, at no charge to Consultant, all reasonable facilities and assistance necessary for such review, inspections and tests and has

to provide feedback, to the Consultant in soft and hard form, no later than seven days of the receipt of goods and / or services.

b. If the Goods and/or Services are defective in material and workmanship or otherwise not in strict conformance with the requirement of this Contract, Client shall have the right, by written notice to Consultant, either to:

1. reject the Goods and/or Services and require their correction;
2. reject the Goods and/or Services and require the delivery of replacements and/or re-performance;
3. accept the Goods and/or Services with an equitable reduction or adjustment in price; or,
4. rescind the Contract as to such nonconforming or defective Goods and/or performed by and at the expense of Consultant, including transportation charges.

c. Deliveries of replacements shall be accompanied by a written notice from Consultant specifying that such Goods and/or Services are replaceable. If Consultant fails to correct, replace, or re-perform any defective or rejected Goods and/or Services promptly, Client may terminate this Contract for default as provided in clause vii herein. Client is entitled to all remedies specified in this Contract in the event of such a termination. Rights granted to Client under this clause are in addition to any rights or remedies provided elsewhere in this Contract or by law and shall not be deemed to be exclusive.

d. No inspection, test, approval, or acceptance of the Goods and/or Services shall relieve Consultant from of its warranty obligations or of responsibility for any defects in the Goods and/or Services or other failure to meet the requirements of this Contract, or for latent defects, fraud, such gross mistakes as amount to fraud.

Notwithstanding anything herein to the contrary, the total liability of Consultant, its parents, subsidiaries, affiliates, officers, employees or agents, for all claims of any kind arising under this Agreement, whether in contract or otherwise, shall be limited to three times the total fee to be paid to Consultant under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.

NAME
Designation
M/S-----

NAME
Designation
on behalf of NEPRA