

NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

Tender Designing and Printing of NEPRA Reports

NERPA Tender No. 09/2016

Tender Serial No. _____ Dated: _____

Name of the firm to which tender documents are being issued:

Signature
of Tender Issuing Officer

We M/s. _____ hereby
undertake to accept all the terms and conditions laid down by NERPA with respect to
award of this contract.

Signature of Bidder

Enclosure:

1. Terms and Conditions (4 pages)
2. Advertisement
3. Contract Agreement

NEPRA Tender No. 09/2016

TERMS AND CONDITIONS FOR DESIGNING & PRINTING OF NEPRA REPORTS

1. Sealed tenders are invited from authorized firms/companies (printing firms preferably having a set up at Islamabad / Rawalpindi) for designing and printing of NEPRA's Annual and State of Industry Reports, likely to be printed in the month of September, 2016 as per following specification:

i. **Annual Report 2015-16 (Sample can be seen at NEPRA Office):**

i. No. of Pages	200 approx. (including title cover)
ii. Printing	04 colors
iii. Title page	310 grams imported art card with lamination
iv. Page size	A-4 (135 grams imported art paper)
v. CD Jacket	310 grams art card
vi. CD Labels	On sticker Sheet (4 colors)
vii. No. of Copies	400

ii. **State of Industry Report 2016 (Sample can be seen at NEPRA Office)**

i. No. of Pages	200 approx. (including title cover)
ii. Printing	04 colors
iii. Title page	310 grams imported art card with lamination
iv. Page size	A-4 (135 grams imported art paper)
v. CD Jacket	310 grams art card
vi. CD Labels	On sticker Sheet (4 colors)
vii. No. of Copies	400

***Note:** CDs would be provided by NEPRA however copying reports on these would be arranged by the Printer. Moreover, No. of copies of the reports & No. of pages in the report may vary and they payment would be made on pro-rata basis as per actual.*

2. Only those companies and firms who have valid sales tax registration can participate. The Income Tax and Sales Tax registration certificates must be attached with the *sealed* bid

3. The bidding printing firm must provide the following:

- i. NTN & Sales Tax Certificate
- ii. Proof that the designing and printing set-up is in Islamabad / Rawalpindi under-one roof
- iii. Proof of minimum 5 years printing experience
- iv. List of major clients
- v. Affidavit that the bidding firm has not been blacklisted.
- vi. Copies of reports published/printed by the bidding printing firm
- vii. Last 2 years bank statement.

Technical Evaluation Procedure

Description	Marks	Detail
Year of Establishment / Experience [1 mark per year beyond 03 (three) years]	5	Date of establishment will be taken from NTN certificate.
Similar Job /Contract (Completed) [04 Marks each job, maximum 05 contracts/jobs will be considered]	20	Proof must be provided.
Sample NEPRA's Annual & State of Industry Title Cover Designs for year 2015-16 [04 Marks for each sample, maximum 05 samples will be considered]	20	Color copies of the Samples must be provided in hard form
Financial Soundness	10	Bank certificate with last two years statement must be provided.
Litigation History [5 marks will be awarded to the applicants having no litigation processed / in process against them]	5	Affidavit on Rs. 20/- stamp paper must be attached.
Verification of designing / printing set-up of the firm	10	To be filled verified by NEPRA's representative after visit of the facilities.
Total	70	

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	No. of Copies Required	Rate (Rs.) inclusive of all taxes	Marks
Designing & Printing of Annual Report 2015-16 as per specifications provided at Para 1	400	Rs. _____ per page X 200 Pages X 400 Copies = Rs. _____	Total = 15 1st Lowest: 15 2nd Lowest: 12 3rd Lowest: 9

Designing & Printing of State of Industry Report 2016 as per specifications provided at Para 1	400	Rs. _____ per page	Total = 15 1st Lowest: 15 2nd Lowest: 12 3rd Lowest: 9
		X	
		200 Pages	
		X	
		400 Copies	
=			
		Rs. _____	

4. The Technical proposal should accompany bid security of Rs. 35,000/- in the form of pay order (refundable) in the name of NEPRA. No bid will be entertained without the bid security.
5. The bidder will have to sign the agreement within 7 days after intimation of his success by NEPRA, otherwise, his bid will be cancelled.
6. Successful bidder will submit 5% of the total bid price (refundable) in the form of pay order in the name of NEPRA along-with the signed agreement as bid security which will be released on completion of successful execution of publication.
7. Delivery of the publication shall be made within 20 days after placement of work order as per following schedule:
 - i. Designing and layout within 10 days
 - ii. Printing within 10 days.
8. Bidding price shall be valid for a period of one year.
9. 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.
10. The firm shall not be allowed to transfer, assign, pledge or subcontract the assigned printing job to any other firm.
11. The bidder cannot modify or withdraw his bid after submission.
12. Deduction of tax will be made at source according to law.
13. NEPRA reserves the right to accept or reject all the bids as per Public Procurement Rules, 2004.
14. Since the number of reports and the pages in each report can increase or decrease, therefore, payment will be made as per actual on pro-rata basis after delivery of original sales tax invoice.
15. 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 NEPRA without being opened.
16. 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:
$$\frac{\text{Lowest Quoted Bid}}{\text{Bid to be evaluated}} \times 30 = \text{Total Marks Obtained}$$
17. 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.

18. Payment will be made on production of the following documents:

- (a) Bill in original/Sales tax invoice
- (b) Delivery Challan.
- (c) Assurance by the supplier that designing and printing is according to the NEPRA's required specification.
- (d) Certificate by the Regulatory Economist that designing and printing conforms to required specifications.

19. Sealed tenders along-with required documents must be delivered at NEPRA Building, Ataturk Avenue (East), G-5/1, Islamabad on August 9, 2016 before 1400 hrs which will be opened the same day at 1430 hrs. in the presence of the available representative of participating firms.

20. NEPRA reserves the right to increase/decrease the quantity and accept or reject all bids as per PPRA Rules 2004.



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

INVITATION TO BID

NEPRA Tender No. 09/2016

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 firms/contractors registered with Income Tax and Sales Tax Departments for designing and printing of following:

- | | | |
|-----|-------------------------------|----------|
| i) | Annual Report 2015-16 | 400 Qty. |
| ii) | State of Industry Report 2016 | 400 Qty. |

2. Bidding documents, which are containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. are available for the interested bidders at the office of Assistant Director (Admn), NEPRA Tower, Attaturk Avenue (East), G-5/1, Islamabad. Price of the bidding documents is Rs. 100/- as per Rule 23(5) of Public Procurement Rules, 2004. Bidding documents can also be downloaded from www.nepra.org.pk for free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach the office of Assistant Director (Admn), NEPRA Tower, Attaturk Avenue (East), G-5/1, Islamabad on or before August 9, 2016 before 1400 hrs. Bids will be opened on the same day at 1430 hrs. The advertisement is also available on PPR website at www.ppra.org.pk.

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

Contract Agreement
for Designing & Printing of NEPRA Reports

THIS AGREEMENT for Designing & Printing of NEPRA Reports (Hereinafter called the "Agreement") is made on ___ day of _____, 2016.

BETWEEN

National Electric Power Regulatory Authority (NEPRA) (hereinafter referred to as the "Client", which expression shall, where the context so permits, be deemed to include its successor-in-interest and permitted assigns) of the one part;

AND

M/s _____ (hereinafter referred to as the "Contractor") of the other part;

(The Client and Contractor shall, hereinafter collectively be referred to as the "parties" and individually as the "party")

RECITALS

- (i) Whereas, the Contractor has shown its intention to provide services for designing & printing Annual & State of Industry Reports to the Client as per approved scope of work and has been short-listed as lowest bidder in the bidding process;
- ii) Whereas, the Client is desirous to hire the services of the Contractor and the Contractor has agreed to provide the same to the Client in consideration of the agreed payments to be made by the Client to the Contractor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Parties agree and covenant as follows:

SECTION-1
SCOPE OF WORK

i. **Annual Report 2015-16:**

i. No. of Pages	200 approx. (including title cover)
ii. Printing	04 colors
iii. Title page	310 grams imported art card with lamination
iv. Page size	A-4 (135 grams imported art paper)
v. CD Jacket	310 grams art card
vi. CD Labels	On sticker Sheet (4 colors)
vii. No. of Copies	400

ii. **State of Industry Report 2016:**

i. No. of Pages	200 approx. (including title cover)
ii. Printing	04 colors
iii. Title page	310 grams imported art card with lamination
iv. Page size	A-4 (135 grams imported art paper)
v. CD Jacket	310 grams art card
vi. CD Labels	On sticker Sheet (4 colors)
vii. No. of Copies	400

***Note:** CDs would be provided by NEPRA however copying reports on these would be arranged by the Printer.*

SECTION-2
GENERAL TERMS AND CONDITIONS

1. The stipulations mentioned in the advertisement, tender documents, work order shall be part & parcel of this agreement.
2. Contractor will have to sign the agreement within 7 days after intimation of his success by NEPRA, otherwise, his bid will be cancelled and earnest money will be forfeited.
3. The Contractor will submit 5% of the total bid price (refundable) in the form of pay order in the name of NEPRA along with the signed agreement as security deposit which will be released on completion of successful execution of publication.
4. The contractor shall ensure delivery of the publications within 20 days after placement of work order as per following schedule:
 - i. Designing and layout within 10 days
 - ii. Printing within 10 days.
5. The Contractor shall not transfer, assign, pledge or subcontract the assigned printing job to any other firm.
6. The Contractor cannot modify or withdraw his bid after submission.
7. The Client shall make payment to the Contractor as per actual on pro-rata basis after delivery of original sales tax invoice as the number of pages in each report can increase or decrease.
8. In case of any dispute or difference, the case will be settled amicably between both the parties.

9. 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 thereunder, at Islamabad, Pakistan.

SECTION – 3
CURRENCY OF AGREEMENT

The Agreement shall come into force immediately upon signing by both parties.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNDER SET THEIR HANDS ON THE DAY AND THE YEAR FIRST WRITTEN ABOVE.

For and on behalf of the Client (NEPRA)

For and on behalf of Contractor

(Shahid Ali Shah)
Director Administration
NEPRA, Islamabad

Name: _____
Designation: _____
Signature/Stamp:

1. **WITNESSES**

2. **WITNESSES**

(Asfandiyar Farooq Khan)
CNIC No. 13101-2546630-1

Name: _____
CNIC No. _____