

PREQUALIFICATION DOCUMENTS AS PER PPRA RULES

Tender No. 05/2023

Hiring of Services of Consultant/Consulting Firm/ Joint Ventures to Carry out Comprehensive Assessment/ Verification of the Market Transactions performed by Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 & July-December 2022.

NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

NEPRA Tower, Ataturk Avenue

G-5/1, Islamabad

Phone: 051-2013200, Fax: 051-9210215

www.nepra.org.pk



National Electric Power Regulatory Authority (NEPRA)

Tender No. 5/2023 TENDER NOTICE

National Electric Power Regulatory Authority (NEPRA), a statutory body constituted under Act of Parliament (XL of 1997) to regulate the provisions of electric power sector invites applications for hiring of services of Consultant/Consulting Firm / Joint Ventures "to carry out comprehensive assessment / verification of the market transactions performed by Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 & July-December 2022". The applicant(s) must have:

- i)- Registration with Income Tax /Sales Tax Departments;
- ii)- In active taxpayers' list of the FBR;
- iii)- Having minimum five 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. Price of the prequalification documents is Rs. 1000/- (Rupees One Thousand only).
- 3. Single-Stage Two envelop 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. The proposals, prepared in accordance with the instructions in the prequalification documents, must reach at the Office of the Director General (Admin/HR), NEPRA on or before 16th day of May, 2023 @ 1400 hours. The proposals will be opened on the same day at 1430 hours. This advertisement and necessary tender documents are also available on NEPRA & PPRA websites at www.nepra.org.pk/tenders and <

Director General (Administration / HR)
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MANDATORY REQUIREMENTS FOR SERVICES OF CONSULTANT/CONSULTING FIRM/ JOINT VENTURES TO CARRY OUT COMPREHENSIVE ASSESSMENT/ VERIFICATION OF THE MARKET TRANSACTIONS PERFORMED BY CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED (CPPA-G) FOR FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 & JULY-DECEMBER 2022

| Sr. No. | Parameter | Yes | No |
|---------|---|-----|----|
| 1. | Tax Registration | | |
| 2. | Active Filer Status | | |
| 3. | Lead Firm having at least experience of 5 years | | |
| 4. | Similar Assignments in Past by Consultant/Consulting Firm /JV etc. | | |
| 5. | Knowledge of NEPRA Act, Rules, Regulations & Working of (CPPA-G) | | |
| 6. | Build the Capacity of NEPRA Professionals to carry out such assignments in future | | |
| | Bid Bond @ 02% of Bid Price | | |
| 7. | (Bidder is required to submit an undertaking stating that the cheque containing Bid | | |
| | Bond/Security has been placed in envelop of Financial proposal.) | | |

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- a. Proof of aforesaid parameters must be provided.
- b. Bidders who fail to provide supporting documents will not be entertained.
- c. In case of prices quoted in currency other than PKR conversion rate to PKR will be taken as rate given by State Bank of Pakistan ("SBP") on one day before the closing date of submission.

| Name of the Bidding Firm: _ | | |
|-----------------------------|------|--|
| | | |
| T. 1 1 . | | |
| Undertaking: | | |

That the information provided in the bidding documents is true; whereby, found false or deceptive, NEPRA reserves the right to disqualify the bidder from existing and all of the future biddings.

Seal and Signature of the Bidding Firm with date:

| | | | |
|--|------|------|--|
| | | | |
| | | | |

SECTION - I

SCHEDULE TO TENDER

| Sr. | Activity | Schedule |
|-----|---|---|
| 1 | Tender No. 5/2023 | No. |
| 2 | Sale of Tender | 1 st May 2023 |
| 3 | Time & Last Date of Depositing Tender / Bid | 16 th May 2023 (1400 hours) |
| 4 | Time & Date of Opening of Tender Bid (Technical Proposal) | 16 th May 2023 (1430 hours) |
| 5 | Minimum Validity of Tender Offer | 195 Days from the day/date of opening of tender |
| 6 | Services to be offered | Comprehensive Assessment/ Verification of market transactions performed by Central Power Purchasing Agency Guarantee Limited for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 & July-December 2022. |
| 7 | Duration | One Time – 195 Days |
| 8 | Amount of Bid Security to be Deposited | 2% of the bid price in the form of call deposit / pay order / demand draft in favour |
| 9 | Cost of Tender Document | • Rs. 1000/- for physical collection |

| | <u> </u> | SECTION - II | | | | | | |
|---------------------------|-------------------------|-------------------|------------|--------------------|----------|----------|-------|-----|
| Bidder's Information: | | | | | | | | |
| Tender Serial No | _ Dated | | | | | | | |
| Name of Firm to whom Te | ender issued: | | | <u> </u> | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | OF TENI | SIGNAT DER ISSU | | FICER | | _ |
| Name of Firm/Contractor: | : | | | | | | | _ |
| Address: | | | | | | | | _ |
| Contact Person: | | | | | | | | _ |
| Telephone No: | | | | | | | | _ |
| Fax No: | | | | | | | | _ |
| National Tax Number: | | | | | | | | _ |
| General Sales Tax Number | r: | | | | | | | _ |
| We M/s | | | hereby und | lertake to | accept | all the | terms | and |
| conditions laid down by N | EPRA with regard to awa | rd of this contra | ct. | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | Signatur | e of Bid | der | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

SECTION - III

TERMS AND CONDITIONS FOR HIRING SERVICES OF CONSULTANT/CONSULTING FIRM/ JOINT VENTURES TO CARRY OUT COMPREHENSIVE ASSESSMENT /VERIFICATION OF THE MARKET TRANSACTIONS PERFORMED BY CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED (CPPA-G) FOR FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 & JULY-DECEMBER 2022

National Electric Power Regulatory Authority (NEPRA) was established as an independent Regulatory Authority under section 3 of Generation, Transmission and Distribution of Electric Power, Act 1997 for regulating the provision of electric power services in Pakistan.

Central Power Purchasing Agency Guarantee Limited ("CPPA-G") is a wholly owned company of the Government of Pakistan (the "GoP") and was originally a sub-department of the National Transmission and Despatch Company Limited (NTDC). On May 29, 2015, the Authority approved the LPM of NTDC through which functions of CPPA-G and NTDC were bifurcated. CPPA-G became a separate legal entity under Companies Ordinance 1984 (now Companies Act 2017) with its role, function and mandate, distinct from NTDC. Subsequently, CPPA-G executed novation agency agreements with XWDISCOs, thereby taking over the role of power procurer instead of NTDC. Onwards, CPPA-G started executing Power Purchase Agreements (PPAs)/ Energy Purchase Agreements (EPAs) with generation companies to procure electric power as an agent on behalf of XWDISCOs.

According to schedule-I of National Electric Power Regulatory Authority (Market Operator Registration, Standards and Procedure) Rules, 2015 ("the Market Rules"), CPPA-G, as market operator, has to discharge operations and responsibilities in accordance with the grid and commercial code, which are as hereunder,

- "(a) to acquire, take over or assume the functions and business of settlement and development of competitive power market from CPPA of NTDC and to carry on these functions and business;
 - (b) Procurement of electric power on behalf of the DISCOs, including import of power from other countries;
 - (c) Generation invoice verification on the basis of meter reading or dispatch scheduling report and terms of the respective Power Purchase Agreements;
 - (d) Billing to the DISCOs based on the meter readings at Common Delivery Points as per the procedure defined in the commercial code;
 - (e) Collection from the DISCOs and settlement to the market participants as per the commercial code;
 - (f) Management of cash flow, treasury management and other relevant banking functions for the purposes of collection and disbursement as per the commercial code."

According to the Annexure 3 of Commercial Code 2018,

"The procedures to be initially followed by CPPA-G for settlement any payment are based on the procedures being followed at CPPA of NTDC, until new settlement and payments procedures are drafted by CPPA-G approved by the Authority and implemented. The initial settlement and payment procedures that CPPA-G shall follow are detailed below,

- 1. CPPA-G shall verify the invoices sent by the Generation Companies. Once the invoices have been verified the total amount payable to the concerned Generation Company for the month will be calculated by applying the Authority's determined capacity price (CPP) and insurance component on the verified capacity readings and the Authority's determined FCC and variable operation and maintenance (O&M) rate on the verified energy readings net energy output or NEO.
- 2. After the application of Authority's determined rates, the invoice along with an "Advice", mentioning the verified capacity reading in kW, shall be sent to CPPA-G Senior Officials for approval.
- 3. A Demand Form shall then be prepared directing the Treasury Department of CPPA-G to arrange funds for the said payment amounts."

During the recent proceedings of Fuel Price Adjustment (FPA) requests filed by CPPA-G, the Authority has highlighted that there is a dire need to carry out verification of market transactions performed by CPPA-G which included invoicing XWDISCOs to arrange funds and to pay generation projects for their electricity generation.

For verification purposes, the Authority desires to hire a Consultant/Consulting Firm/Joint Ventures (JVs) to carry out a comprehensive assessment/ verification of market transactions performed by CPPA-G. The verification will use the record, information and data including but not limited to, NEPRA's Act, Rules, Regulations, Power/Energy Purchase Agreements (PPAs/EPAs), Grid Code, Commercial Code, Daily Log Reports and joint meter reading reports prepared by generation projects, implementation agreements, determinations & decisions issued by NEPRA from time to time and all other applicable documents regarding for aforesaid verification for the years i.e. FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 & July-December 2022.

GENERAL

- 1) Sealed tenders are invited from reputed tax registered firms having a proper registered office anywhere in Pakistan for provision of Services to carry out verification of market transactions performed by CPPA-G for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 & July-December 2022.
- 2) International Consultant/Consulting Firm/Joint ventures can apply for the tender in collaboration with local registered Consultant/Consulting Firm.

SCOPE OF WORK

3) The Consultant/Consulting Firm/Joint ventures (JVs) will base its assessment and evaluate CPPA-G's performance keeping in view the international best practices of power utilities and established principles of operation. The financial impact violations, for reason whatsoever, shall also be calculated by the consultant/Consulting Firm. The assessment shall cover but not limited to the following:

A. Energy Purchase Price ("EPP")

- (i) To check the monthly EPP invoices verified by CPPA-G to validate that correctness has been ensured regarding:
 - o indexed fuel cost component(s) approved by NEPRA through its monthly decisions.
 - o variable O&M component approved by NEPRA through its quarterly decisions.

- applicable partial loading factor according to Power Purchase Agreement ("PPA")/ NEPRA determination,
- o applicable heat rate degradation factor according to PPA,
- o monthly/ hourly Net Electrical Output in the invoice with energy verified by CPPA-G from joint meter reading report, hourly dispatch instructions by National Power and Control Center ("NPCC") or any other authentic verifiable document.
- o other applicable components in EPAs/PPAs such as Shortfall energy, NPMV, etc.
- all the energy procured is from a licensee of NEPRA and also having valid PPA/EPA. If there is any exception, the name of the generator be reported along-with reasons.
- o the NEO reported by CPPA-G as per the Metering Committee Report vis a vis Admissible energy is reported as free energy. Exceptions if any, be reported along with reasons thereof.
- (ii) The consulting firm is also required to:
 - o compare the fuel cost allowed by NEPRA in monthly FCA decisions vis-a-vis the cost verified by CPPA-G. Difference, if any, should be highlighted with reasoning along and the time taken by CPPA-G to settle the difference as prior adjustment in the subsequent FCA request.
 - check whether CPPA-G has correctly applied approved fuel cost adjustment factors (such as partial loading factor and heat rate degradation factor as per PPA) and NEPRA approved tariff components.
 - check whether CPPA-G is applying correct tariff for import of power on all the power projects and that consistent approach is followed for all the projects. If different tariff is applied for certain projects, reasons should be documented in the audit report and along with impact thereof.
 - check and verify the appropriate adjustment has been made in respect Calorific Value (CV) as per NEPRA's decisions. Consulting firm needs to ensure that CPPA-G is correctly and timely issuing debit notes/ credit notes on account of Calorific Value (CV) for adjustments to power generation projects as well as passing this adjustment on to consumer through subsequent FCA requests.
 - verify claimed rates of Fuel Cost and Variable O&M Component using CPPA-G / WPPO
 approval note sheet/ correspondence for power plants established before NEPRA. Exceptions
 if any, be reported along with reasons thereof.

B. Capacity Purchase Price ("CPP")

- (i) To check the monthly CPP invoices verified by CPPA-G to validate that correctness has been ensured regarding:
 - o indexed components approved by NEPRA through its quarterly decisions.
 - o insurance component approved by NEPRA through its annual decisions.
 - o tariff component of Withholding tax on dividend, if applicable, approved by NEPRA.
 - o applicable capacity degradation factor according to PPA.

- o applicable capacity variation factor due to temperature, etc. according to PPA
- (ii) The consulting firm(s) is also required:
 - o to compare the Capacity mentioned in the invoice against capacity verified by CPPA-G in reference to data by NPCC, any other verifiable document.
 - compare the capacity costs billed by CPPA-G to Ex Wapda Distribution Companies ("XWDISCOs") and capacity costs verified by CPPA-G for final payment to generation power projects. Difference, if any, with reasoning should be highlighted along with the impact thereof. Further, it should also be checked that the relevant debit / credit notes have been issued to distribution companies in the relevant quarter without any delay.
 - to verify that the capacity declared by each Generator is in line with the PPA (PPA factors like Capacity degradation, impact of temperature variation, etc.) and NEPRA determinations. Exceptions if any, may be identified along with reasons thereof.
 - to verify that the Capacity Charges claimed by CPPA-G for power plants established before NEPRA, the same are in line with the CPPA-G / WPPO approved note sheets/ correspondence and respective PPAs and differences/ variations/ discrepancies be reported, if any along with reasons thereof.

C. Delayed Payment Charges

(i) To ascertain and report consistency regarding delayed payment charges by CPPA-G to power generation companies/ projects in line with applicable documents (PPA/EPA, etc.).

D. Liquidated Damages

- (i) To check and verify details and calculations of Liquidated Damages (LDs) imposed by CPPA-G on each power plant along with reasons thereof as per applicable documents.
- (ii) To check whether calculations of forced outage/partial forced outage in kWh and financial impact (Rs.) thereof is correct as per PPA/EPA, etc.
- (iii) Any deviations or implementation of different mechanism for adjustment of LDs for generation projects should be documented in the audited report.
- (iv) To check if the financial impact of LDs is passed on to the end consumers or otherwise. The consulting firm should also comment on the mode of adjustment of LDs for consumers in the audit report.

E. Fuel Stock

(i) To analyze and comment on procedures followed CPPA-G regarding verification of fuel stock of thermal power projects according to PPA, etc.

F. Confirmations of Labilities of CPPA-G to power projects

- (i) To verify and confirm the liabilities of CPPA-G payable to power projects. In doing so following verifications for movement of balances should be made:
 - Amounts invoiced during the month along with any differential invoices raised by the power projects to CPPA-G.

- o Amounts verified by CPPA-G against the corresponding invoices.
- o Actual payments made by CPPA-G against the payable balances.
- To reconcile the difference between the payable to generation projects booked by CPPA-G and receivable from CPPA-G booked by the power projects at each year end. Reason of difference should be documented.
- O Completeness and existence of the payable balances of the power projects should be verified by the consulting firm through any of the procedures deem fit by it.

G. Non Project Missed Volume (NPMV) for Renewable Projects

- (i) To check the details of the NPMV verified by CPPA-G for payment to the renewable power projects for correctness of calculations and that mechanism applied is in conformity with the respective PPA.
- (ii) Whether accrued NPMV is paid by CPPA-G to the relevant power projects or otherwise?

H. Prior Adjustments and differential invoices.

(i) Consulting firm is required to verify and analyze the any prior adjustment and differential invoice appearing in the financial system of CPPA-G during the period in consideration, according to the applicable documents i.e. Tariff determination (s)/ decision(s) and determination.

I. Any other information aiding in the verification engagement.

(i) The list of procedures/ queries narrated above is not exhaustive and the auditor may inquire for any other information apart from the procedures/inquiries narrated above to conduct the verification/ audit to satisfaction of the Authority. Further, the auditor may also recommend operational procedures for the betterment of financial system managed by CPPA-G.

J. NTDC Losses

- (i) To verify that the NTDC losses claimed by CPPA-G in the monthly FCAs, based on meter readings at CDP points of DISCOs and Generators and are in line with the NEPRA determination of NTDC for the relevant period.
- (ii) To verify the quantum of Auxiliary consumption at 500KV and 220KV network of NTDC to reconcile the same against the claimed auxiliary energy units by NTDC through submitted CDP metering data for the monthly FCA.
- (iii) To verify the quantum of losses and auxiliary consumption of PMLTC's HVDC system at converter stations (Matiari & Lahore) and repeater stations.

K. <u>Miscellaneous</u>

(i) To report whether CPPA-G has been consistent, uniform and impartial in the application & Interpretation of provisions of PPA/EPA

GUIDELINES FOR PREPARATION OF PROPOSAL

- 4) The Consultant/Consulting Firm/Joint Ventures (JVs) will base its assessment and evaluate CPPA-G's performance keeping in view international best practices and established principles of market operations. The proposal of the Consultant/Consulting Firm/Joint Ventures (JVs) will be evaluated against the methodology for carrying out this assignment. While preparing the proposal, the Consultant/Consulting Firm/Joint Ventures (JVs) will elaborate the areas including but not limited to the following:
 - (i) Data required to undertake this assignment
 - (ii) Methodology to assess the performance and working of CPPA-G
 - (iii) Assessment mechanism to assess total available dependable capacity and payment made to power plants.
 - (iv) Assessment mechanism of Liquidated Damages imposed on power plants.
- The Authority requires the Consultant/Consulting Firm/Joint Ventures (JVs) to develop an open access tool along with manual for the Authority to carry out such assessments at its own. Consultant/Consulting Firm/Joint Ventures (JVs) will impart training to the NEPRA professionals and will hand over the source code to NEPRA enabling it to continuously improve as per requirement.

DELIVERABLES OF THE ASSESSMENT

- 6) Detailed assessment which will elaborate the areas including but not limited to the following:
 - (i) The Consultant(s)/Consulting Firms/JVs would be required to provide comprehensive work breakdown structure including inception meeting, consultation, data collection, review on assessment, development of tool, training and capacity building of NEPRA professionals, submission of the first draft of assessment to NEPRA for consideration of the Authority, incorporation of comments/inputs by the Authority and submission of final draft of the assessment (Attached at Performa A).
 - (ii) The Consultant(s)/Consulting Firms/JVs will ensure active engagement with the NEPRA professionals in due course to address the issues, comments and inputs.
 - (iii) The Consultant(s)/Consulting Firms/JVs will be required to impart Training of NEPRA professionals for their capacity building to undertake similar assignments in future.
 - (iv) The Consultant(s)/Consulting Firms/JVs will be required to provide the model/Software Tool used for the assignment to the NEPRA professionals.

BIDDING AND EVALUATION PROCESS

- The bid process will be single stage two envelop and the minimum threshold for qualifying in the technical proposal is 80%. 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.
- 8) The bids must be submitted in accordance with the requirements mentioned vide <u>Section IV</u>, and place same in the envelops marked as Technical & Financial Proposals respectively. The quoted rates will be only considered if

the bidding firm has qualified through the Technical Proposals and matches requirements of NEPRA in letter and spirit. Therefore, the bids which are non-compliant with the given requirements of NEPRA will not be entertained.

- 9) NEPRA shall evaluate the technical proposal, in a manner prescribed in advance, without reference to the price, and reject any proposal which does not conform to the specified requirements.
- 10) The bidders qualifying in the Technical Proposals would be called for the opening of the financial proposals, and the bidder who obtains highest points collectively in the Technical as well as Financial Proposals would be awarded the contract. If two or more bidders obtain equal, the firm/bidder which has obtained the highest marks in the Technical proposal among same will be awarded the contract.
- 11) Minimum validity of bid shall be **195** days.
- The bidder himself will be responsible for ensuring that the bid submitted is in accordance with the instruction stated herein. Any bid(s) not submitted by the prescribed deadline will not be considered / entertained.
- 13) The bidder cannot modify or withdraw his bid(s) after submission.
- Sealed tenders along-with required documents must be delivered to this office by before and will be opened the same day at 1430 hours in the presence of available participants.

AWARD OF CONTRACT

- 15) The technically qualified bidder becoming successful in the financial evaluation will be awarded the contract.
- 16) Delivery of services will be made after the award of the contract.

CONTRACT PERIOD

17) **195** Days from the date of start of contract. However, NEPRA reserves the right to terminate this contract during the currency of contract after giving **ten** (**10**) days' notice in terms of para 18.

TERMINATION OF CONTRACT ON POOR PERFORMANCE:

- 18) 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.
- 19) If the contractor still fails to deliver, the contract may be terminated resulting forfeiture of the performance guarantee submitted by the successful bidder.
- 20) If the firm fails to keep the confidentiality of NEPRA's assigned work.

SECTION IV

ELIGIBLE BIDDERS

- 21) Only those companies and firms who have valid registration can participate. The Tax and Tax registration certificates must be attached with the sealed company profiles along-with relevant works evidences.
- 22) International Consultant/Consulting Firm/Joint ventures can apply for the tender in collaboration with local registered Consultant/Consulting Firm.

TECHNICAL QUALIFICATION CRITERIA

23) Prequalification will be based on meeting all the following minimum pass / fail criteria regarding the applicant's general and particular experience, personal and equipment capabilities, financial position. The Employer reserves the right to waive minor deviations, if they don't materially affect the capability of an applicant to perform the contract.

| Sr. | Category | Weightage/ Points |
|-----|------------------------|-------------------|
| 1. | Company Profile | 40 |
| 2. | Project Resources | 20 |
| 3. | Understanding of TORs | 10 |
| 4. | Approach & Methodology | 30 |
| | Total | 100 |

The applicant must secure at least 80 % score in Technical Proposal. 24)

| | | | Points |
|---|-------|--|---------------|
| | Com | pany Profile: | [40] |
| | a) | Detail of Human Resource | [10] |
| | b) | Number of Similar Assignments in last 5 years | [10] |
| | | (2 marks per assignment up to a maximum of 10 marks) | |
| | c) | Experience of working in the power sector of Pakistan | [10] |
| | | (4 marks will be awarded to each qualified bidder who have 5 | |
| | | years of experience. Furthermore, additional 2 marks for each | |
| | | next year will be awarded up to a maximum of 10 marks) | |
| | d) | National / International accreditations | [10] |
| | Proje | ect Resources: | [20] |
| | a) | Fulltime Project Lead (at least bachelor degree in electrical | [08] |
| | | engineering having valid PEC with experience of 10 years and | |
| | | above, higher qualification will be an advantage, should have | |
| | | knowledge of financial terms) | |
| | b) | Fulltime Project Managers (deputed officers should be from | [06] |
| | | technical and financial background having valid registration | |
| | | from respective authorities) | |
| | c) | Details of model(s)/software tools to be used (Bidder is required | [08] |
| | | to provide the details of the valid software/ model that shall be used | |
| | | for the assignment.) | |
| I | Und | erstanding of the TORs: | [10] |
| 7 | Meth | nodology and approach for conducting the assignment. | [30] |

FINANCIAL QUALIFICATION CRITERIA

Financial Bid

a) Lump sum cost in PKR inclusive of all taxes:

PKR /-

(Financial Bid should cover t

he cost for the assignment)

The formula for determining the financial scores is the following:

 $Sf = 100 \times Fm / F$,

in which

Sf = the financial score,

Fm = the lowest price and

F = the price of the proposal under consideration.

The weights given to the Technical (T) and Financial Proposals (F) are:

T=0.80 , and $\boldsymbol{F}=0.20$

SECTION V

PAYMENT TERMS

25) The successful bidder will be paid as per the following payment schedule:

Upon submission of first report * 25%

• Upon submission of final report 25%

Upon acceptance of the report by the Authority 50%

* (After the submission of first report, the bidder is required to incorporate the ideas, recommended addition and deletion up to the satisfaction of client and re-submit the revised reports till final report)

SECTION-VI

Confidentiality

The Consultant/Consulting Firm/Joint ventures (JVs) or either of their personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the assignment, the Services, this Contract, or the Client's and CPPA-G's business or operations without the prior written consent of the Client.

Miscellaneous Responsibilities of the Translation/Bidding Company:

The bidding amount shall be in Pak Rupees and shall be inclusive of cost of services, transportation, 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 until and otherwise agreed between both the parties in contract agreement.

- 28) NEPRA reserves the right to forfeit the bid security in case of breach of any of the agreement by the contractor.
- 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.
- Successful bidder, upon award of contract, will sign the contract agreement as per the specimen provided by NEPRA and submit an amount <u>equal to the 10% of the bid price in form of the performance guarantee in the name of NEPRA as performance security which will be released on successful completion of contract period.</u>
- 31) NEPRA reserves the right to accept or reject all bids as per PPRA rules.

$\underline{PERFORMA - A}$

| Sr. | Event | Date* |
|-----|---|-----------|
| 1 | Award of Contract | Day 00 |
| 2 | Inception Meeting with the Bidder | Day 03 |
| 3 | Submission of First Report (FY 2018-19, "Year 1") | Day 60 |
| 4 | Preliminary Presentation before NEPRA | Day 65 |
| 5 | Discussion with NEPRA Professionals | Day 66-70 |
| 6 | Revision of the report based upon the deliberation/ discussions to the satisfaction of NEPRA. | Day 71-75 |
| 7 | Submission of the revised report for the complete audit period | Day 180 |
| 8 | Presentation of the revised report before the Authority | Day 181 |
| 9 | Revision of the report based upon the directions of the Authority | Day 186 |
| 10 | Submission of the Final Report | Day 190 |
| 11 | Presentation of Final Report before the Authority | Day 195 |

If the proposed day is weekend or gazette holiday, next working day will be considered as deadline for the consultant.

However, the total term of the contract will not exceed 195 days.