

NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

**Tender Obtaining Photocopier Machines on Rental Basis for NEPRA Tower NEPRA
Tender No. 09/2023**

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 NEPRA with respect to award of this contract.

Signature of Bidder

Enclosure:

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



National Electric Power Regulatory
Authority
(NEPRA)

**INVITATION TO BID FOR
PHOTOCOPIER MACHINES ON RENTAL BASIS**
NEPRA Tender No. 09/2023

National Electric Power Regulatory Authority (NEPRA), an autonomous body established under an Act of the Parliament i.e., “Regulation of Generation, Transmission and Distribution of Electric Power Act 1997 (XL of 1997)”, invites applications from reputable firms/contractors for the provision of Photocopier machines on rental basis at NEPRA Tower. The firm (s) must be having set up at Rawalpindi/Islamabad and are:

- i)- Registered with Income Tax /Sales Tax Departments;
- ii)- In active taxpayers’ list of the FBR;
- iii)- Having minimum five years relevant experience;

2. Tender documents, which contain all the information including instructions for preparation and submission of bids, evaluation criteria etc. are available for the interested bidders at the office of Assistant Director (Admin.) NEPRA Tower, Atatürk Avenue (East), G-5/1, Islamabad. Price of the tender documents is Rs. 500/- as per Rule 16(2) of Public Procurement Rules, 2004.

3. The proposal, prepared in accordance with the instructions provided in the tender documents, must reach at the office of Director General (Admin./HR), NEPRA Tower, Attaturk Avenue (East), G-5/1, Islamabad on or before August 03,2023 at 1400 hrs. Bids will be opened on the same day at 1430 hrs. This advertisement is also available on NEPRA & PPRA websites at www.nepra.org.pk and www.ppra.org.pk respectively may be downloaded free of cost.

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



SECTION – I
Schedule to Tender

Sr.#	Activity Description	Schedule
1	Tender No.	No. 9/2023
2	Sale of Tender Documents	July 17, 2023 to August 13, 2023. Tender documents can be collected from the Office of Assistant Director (Admin), NEPRA or downloaded from PPRA / NEPRA websites.
3	Time & Last Date of Depositing Tender	17 day of July, 2023 upto 1400 hrs
4	Time & Date of Opening of Tender	3 day of August, 2023 at 1430 hrs
5	Time & Date of Opening of Financial Bid	The Financial Bids will be opened after evaluation of technical bids, which will be announced later
6	Services to be offered	PHOTOCOPIER MACHINES ON RENTAL BASIS FOR NEPRA TOWER
7	Period of Contract	3 years from the date of award of contract; whereby, extendible for another year subject to satisfactory performance.
8	Amount of Bid Security to be deposited	Rs. 25,000/-; in the form of Pay Order/Call Deposit in favour of NEPRA
9	Amount of Performance Security	Rs. 25,000/-
10	Cost of Tender Document	Rs. 500/- (can also be downloaded from website free of cost)



MANDATORY REQUIREMENTS FOR BIDDERS

Sr. No.	Parameter	Yes	No
i.	Tax Registration		
ii.	Active Filer Status		
iii.	Copy of NTN & STN		
iv.	Bidder(s) having at least experience of 5 years		
v.	Litigation History (if any) otherwise Affidavit of non-black listed on proforma attached at (Annex-A)		
vi.	Undertaking; conflict of interest (Annex-B)		

Note:

- a. Proof of aforesaid parameters must be provided.
- b. Bidders who fail to provide supporting documents will not be entertained.

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



**TERMS AND CONDITIONS FOR OBTAINING PHOTOCOPIER MACHINES ON RENTAL BASIS FOR
NEPRA TOWER**

1. Sealed tenders are invited from authorized firms/companies (rental photocopier services provider, preferably having a set up at Islamabad / Rawalpindi) for Photocopier Services at the NEPRA Tower, as per the following specifications:

No. of Photocopy Machines required	12 units with all latest features No Machine should be older than 2016
CPM Per Photocopier Machine	80 pages approximate
Page size	A-4 /Legal/A3
Paper Bank	Must be available
Computer Attachment Feature	Must be available
Reduction & Enlargement Feature	Must be available
Feature for scanning and connection with computers for printers	Must be available

Note: Papers would be provided by NEPRA, however machines for photocopies on these pages would be arranged by the Successful Rental Photocopier Services Provider. Moreover, No. of copies as stated below may variate on monthly basis; therefore, the payment would be made on pro-rata basis as per actual. Approximate Number of prints per month 120,000 prints.

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

Technical Evaluation Procedure

Description	Max Marks	Detail
Year of Establishment / Experience [1 mark per year beyond 03 (three) years]	10	Date of establishment will be taken from NTN certificate.
Similar Job /Contract (Completed) [06 Marks each job, maximum 05 contracts/jobs of having monetary value above Rs. 200,000/- per annum will be considered]	30	Proof must be provided.
Financial Soundness	10	10 marks would be awarded to 1 million and above annual turnover and 5 marks would be awarded amount between 500,000/- to 1 Million
Litigation History [10 marks will be awarded to the applicants having no litigation processed / in process against them]	10	Affidavit on Rs. 20/- stamp paper must be attached.
Verification of 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 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	Qty	Rate (Rs.) inclusive of all taxes
Photocopy per page	1	Rs. _____ per page valid for three years

3. The Technical proposal should accompany bid security of Rs. 25,000/- in the form of pay order (refundable) in the name of NEPRA. No bid will be entertained without the bid security.
4. The bidder will have to sign the agreement within 7 days after intimation of his success by NEPRA, otherwise, his bid will be cancelled.
5. Successful bidder will submit Rs. 25,000/- (refundable) in the form of pay order in the name of NEPRA along with the signed agreement as performance guaranty which will be released on successful completion of the contract period.
6. Delivery of the photocopier machines shall be made within 30 days after placement of work order/signing of contract agreement.
7. Bidding price shall be valid for a period of three years and may be extended for another period of one year subject to satisfactory performance.
8. 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.
9. The firm shall not be allowed to transfer, assign, pledge or subcontract the assigned photocopier job to any other firm.
10. The bidder can't modify or withdraw his bid after opening of the Technical Documents.
11. Deduction of tax will be made at source according to law.
12. NEPRA reserves the right to accept or reject all the bids as per Public Procurement Rules, 2004.
13. Since the number of pages for each month can increase or decrease, therefore, payment will be made as per actual basis after delivery of original sales tax invoice.
14. The bid process will be single stage two envelop and the minimum threshold for qualifying in the technical proposal is 60%. 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.
15. 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. All the bidders who have qualified for the Financial Bidding Phase would be considered equally, and amongst the qualified bidders contract would be awarded to the firm with the lowest financial bid.
16. However, if two or more qualified bidders quoted the same rate in Financial Bidding Phase, the contract would be awarded to the bidder who has attained highest marks in Technical proposal.
17. Payment will be made on production of the following documents:
 - i. Bill in original/Sales tax invoice.
 - ii. Month report for each photocopier machine, wherein, digital counter is shared with NEPRA.
 - iii. Assurance by the supplier that the photocopier machines are according to the NEPRA's required specification.
18. Sealed tenders along-with required documents must be delivered at NEPRA Building, Ataturk Avenue (East), G-5/1, Islamabad on August 03, 2023 before 1400 hrs which will be opened the same day at 1430 hrs in the presence of the available representative of participating firms.
19. The cost of services related to provided Photocopier Machines Services i.e. repair & maintenance, refill/replacement of Toner Cartridges etc. shall be included in the per page rate quoted by the bidder. The qualified contractor will have to replace the malfunctioning machine/trouble making machine within 03 working days of inquiry being placed by NEPRA at his own expense.



Affidavit for Non-Blacklisting of Firm

Annex-A

[PRINT ON STAMP PAPER]

Non-judicial stamp paper (with a value of Rs. 100)

Date: _____

AFFIDAVIT

It is hereby solemnly confirmed and declared that M/s -----, is declaring on oath that the Applicant:

- is not in *bankruptcy* or liquidation proceedings;
- has *never* been declared *ineligible/blacklisted* by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- is not making any *misrepresentations* or concealing any material fact and detail;
- has not been convicted of, fraud, *corruption*, collusion or money laundering;
- is not aware of any conflict of interest or potential *conflict of interest* arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- does not fall within any of the circumstances for *ineligibility* or disqualifications

(Stamp of Company)

(Signatures of Authorized Rep)

Company Name

Attestation by Oath Commissioner and/or Notary Public



Conflict of Interest

Undertaking

Annex-B

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

- i. No NEPRA official or employee has an ownership interest in vendor'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'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's company.
- iv. No NEPRA official or employee is contemporaneously employed or prospectively to be employed with the vendor.
- v. Vendor 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.
- vi. Please note any exceptions below:
 - a. Vendor Name: _____
 - b. Vendor Phone No: _____
 - c. Conflict 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's company: _____
 - iv. Any other information: _____

4. I certify that the information provided is true and correct by my signature below:

Name & Signature of Vendor: _____

Date: _____

CNIC /NTN No: _____

Witness Information:

1. Name: _____

CNIC No.: _____

2. Name: _____

CNIC No.: _____



Contract Agreement

for Provision of Photocopier Machines on Rental Basis for NEPRA Tower

THIS AGREEMENT for rental photocopier services for NEPRA Tower (Hereinafter called the “Agreement”) is made on ___ day of _____, 2023.

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 photocopier machines and rental services at the NEPRA Tower for all the floors to the Client as per approved scope of work and has been shortlisted 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

No. of Photocopy Machines required	12 units with all latest features No Machine should be older than 2016
CPM Per Photocopier Machine	80 pages approximate
Page size	A-4 /Legal/A3
Paper Bank	Must be available
Computer Attachment Feature	Must be available
Reduction & Enlargement Feature	Must be available
Feature for scanning and connection with computers for printers	Must be available

Note: Papers would be provided by NEPRA, however machines for photocopies on these pages would be arranged by the Successful Rental Photocopier Services Provider. Moreover, No. of copies as stated below may variate on monthly basis; therefore, the payment would be made on pro-rata basis as per actual. Approximate Number of prints per month 120,000 prints.



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 Rs. 25,000/- (refundable) in the form of pay order in the name of NEPRA along with the signed agreement as performance guarantee which will be released on completion of successful completion of contract period i.e. 3 years.
4. The contractor shall ensure delivery of the photocopier machines within 30 days after placement of work order.
5. The Contractor shall not transfer, assign, pledge or subcontract the assigned photocopying 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 and subsequent provision of the digital count for each of the machine installed as the number of pages can increase or decrease for each month.
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.
10. This contract is valid for three years from _____ to _____. However, the performance of the Contractor as per terms and conditions given in this agreement and bidding documents (as an integral part of the contract) will be ascertained by the _____ committee of the client and on recommendation of the said committee, Director General (Admin. & HR) will issue Satisfactory Performance Certificate on annual basis.
11. The complete maintenance/replacement of all parts consumable/services will be carried out by the Contractor, for which no additional cost/charge be paid.
12. The Contractor shall provide the maintenance/repair services and replacement of toner up to entire satisfaction of set standards during working hours except holidays.
13. Backup equipment in lieu of will be provided by M/s. Lowest Bidder if the photocopier machine is not working satisfactorily for one complete working day.
14. The relevant photocopier engineer will be provided as per the situation free access to the equipment installed for obtaining the required information.
15. The Contract can be terminated after giving one month (01) prior notice in writing by either party; from the Client or Contractor.
16. The Contractor cannot and is not allowed to sublet this contract to any other party. In case of violation, if any, of this clause or the contract itself, the Client shall be entitled to terminate the Contract upon notice to the Contractor.
17. NEPRA agrees to use the equipment in accordance with the general operating specifications provided by Contractor.
18. This contract shall, in all respects, be subject to read and construed and shall operate in conformity with the laws of Pakistan and the Courts in Pakistan at Islamabad shall have exclusive jurisdiction for adjudicating and interpreting this Contract.
19. No variation in or modification to the terms of this Contract shall be made, except be a written amendment/modification duly agreed and signed by both the parties hereto.
20. The cost of services related to provided Photocopier Machines Services i.e. repair & maintenance, refill/replacement of Toner Cartridges etc. shall be included in the per page rate quoted by the bidder. The qualified contractor will have to replace the malfunctioning machine/trouble making machine within 03 working days of inquiry being placed by NEPRA at own expense.

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

Director (Admin)
NEPRA, Islamabad

Name: _____
Designation: _____
Signature/Stamp:

1. WITNESSES

2. WITNESSES

Name: _____
CNIC No. _____

Name: _____
CNIC No. _____