



Tender Documents

Tender No. __/2023

**Provision, Installation, Testing & Commissioning of Auto/Portable
Fire Extinguishers and Trolley Mounted CO₂/DCP Fire Extinguishers**

Ataturk Avenue (East), G-5/1, Islamabad

Ph: +92 51 2013 200 Fax: +92 51 9210 215

Tender No. __/2023

Tender for the Provision, Installation, Testing and Commissioning of Auto/Portable
Fire Extinguishers and Trolley Mounted CO2/DCP Fire Extinguishers

Tender Serial No. ____ Dated _____

Name of Firm to whom Tender is issued: _____

Signature
of tender issuing officer

Enclosures:

1. NEPRA Advertisement
2. General Instructions to Bidders
3. Special Instructions to Bidders
4. General / Special Conditions of Contract
5. Technical Bid Evaluation Criteria
6. Bill of Quantity with Technical Specifications/ Financial Proposal
7. Proformas



**NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
(NEPRA)**

**INVITATION TO BIDS
NEPRA Tender No. __/2023**

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 bid(s) for **Provision, Installation, Testing & Commissioning of Auto/Portable Fire Extinguishers and Trolley Mounted CO₂/DCP Fire Extinguishers** from firms with the following:

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

2. Bidding documents containing detailed terms and conditions, quantity of items required, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. are available for the interested bidders at the office of Assistant Director (Admin), NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad. Price of the bidding documents is **Rs. 500/- (Rupees Five Hundred only)** for each copy (non-refundable) and payable in cash or through pay order in favour of NEPRA.

3. The bids, prepared in accordance with instructions in the bidding documents must reach at the Office of Assistant Director (Admin), NEPRA Tower Ataturk Avenue (East), G-5/1, Islamabad by **1400 hrs on ---.---.2023** or before. Only technical proposal will be opened on **same day at 1430 hrs** in the presence of the bidders, who may choose to be present. This advertisement is also available on NEPRA & PPRA websites at www.nepra.org.pk and www.ppra.org.pk.

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

SECTION – II

General Instructions to Bidders

Sr. #	Description	Details
1	Name of Purchaser/client	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 (Admin), NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad.
4	Price of Bidding Documents (Non-refundable)	Rs 500/- (Rupees Five Hundred only) payable in cash or pay order in favour of NEPRA.
5	Communication/ Correspondence	To be addressed to the Director General (Administration and HR).
6	Bid Submission Format	The bids and prices must be submitted on the formats set out in this bidding document under cover letter provided at Performa 01. The bids submitted on different formats may be considered non-responsive and may be rejected.
7	Submission of Bids by Hand	Bids are to be submitted with Assistant Director (Admin), Ground Floor, NEPRA Tower, G-5/1, Islamabad.
8	Submission of Bids by post	In case a bidder prefers to submit bid through courier, he must ensure that it is dispatched timely enough to reach Assistant Director (Admin.)'s office before the date and time specified in section 3 of bidding documents. The bids so dispatched must be addressed as under: Director General (Administration), National Electric Power Regulatory Authority, Ataturk Avenue (East), G-5/1, Islamabad.
9	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.
10	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.
11	Amount of Bid Security	Rs. 50,000 (Rupees Fifty Thousand only) in favour of "National Electric Power Regulatory Authority (NEPRA), Islamabad".

Sr. #	Description	Details
12	Form of Bid Security	<p>a. The bid security shall be in the form of irrevocable, encashable Call-Deposit / Bank Draft / Pay Order in the name of the Purchaser.</p> <p>b. No personal cheque will be acceptable at any cost.</p> <p>c. The previous bid security (if any) will not be considered or carried forward.</p> <p>d. The bidding documents found deficient of the amount as bid security compared to total bid price will not be considered.</p> <p>e. <u>The bid security must be attached with the Financial Proposal. However, a confirmation letter in this respect must be attached with the technical bid.</u></p> <p>f. The bid security of unsuccessful bidders will be released / returned as promptly as possible.</p> <p>g. The successful bidder's bid security will be retained as performance security and will be release one week after completion of works.</p>
13	Bid Validity Period	Bid should remain valid for 90 days from the closing date. Bid validity period for Financial Bids shall be communicated when the same would be called for.
14	Criteria for Financial Bid Evaluation	<p>a. Delivered Duty Paid (inclusive of all applicable taxes & transportation charges, if any) price only.</p> <p>b. Moreover, bidders cannot bid for selective items and (or) partial quantities of an item.</p> <p>c. The bidder has to quote only one rate for each item as per tender specifications, no separate accessories will be accepted.</p> <p>d. The most advantageous bid shall be awarded the contract.</p>
15	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.
16	Percentage of Quantity Increase or Decrease	The quantity can be increased up to maximum of 15% as per purchaser's requirements for first order. However, the decrease of the scope of work will be the prerogative of NEPRA
17	Execution	The Work Order (as per attached format) will be issued to the bidder, who shall sign for its acceptance. The formal contract will be signed within one week of the submission of the acceptance by the contractor.

Sr. #	Description	Details
18	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.
19	Liquidated Damages	1% of the cost of entire order of such items as remained not executed for every day up to maximum of 10 days. If execution is not made even after penalty for 10 consecutive days, the Authority has the right to cancel Purchase Order and get it done from next lowest bidder on risk and expense of the firm.
20	Any Other Condition	Any other condition specific to this procurement/service order not included in this tender document can be included or communicated through purchase order (to be served before concluding the contract), the format for which is given in bidding document.

SECTION-III

Special Instructions to Bidders

Sr. #	Attribute	Details
1	Name of the Project	Provision, Installation, Testing and Commissioning of Auto/Portable Fire Extinguishers and Trolley Mounted CO ₂ /DCP Fire Extinguishers
2	Tender Published on	---/---/2023
3	Medium	PPRA / NEPRA websites and Daily newspapers
4	Source of Funds	NEPRA's Revenue
5	Deadline for proposal Submission	---/---/2023 at 1400 hrs
6	Time, Date and Place for Proposals Opening	--/--/2023 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 pre-qualified 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	Qualification of Bidders	The bidder must meet the following criteria and also submit documentary evidence wherever applicable, failing which its bid will not be considered for further evaluation (technical/financial): - a. At least three years of experience as a contractor in private/government sector. b. At least one year or more experience of similar or high value projects. c. Must have capability of technical infrastructure/setup comprising of technical staff, machines and other associated facilities. d. The bidder must submit National Tax, Sales Tax Registration Certificates and shall be on active taxpayer list of FBR.
9	Acceptance of Works	Director (Administration) shall inspect the work executed as & when required. However, the payment would be made on production of acceptance certificate issued by the Director (Administration).
10	Pre-bid Meeting	While preparing bids, interested parties must visit NEPRA any time before the closing date for bid submission, to seek any further information. NEPRA is open till 1700 hrs each day except Saturday/Sunday or public holidays.

Section-IV

General / Special Conditions of Contract

1. The Contractor/bidder should be a registered GST / Sales tax firm to carry out the requisite works/items mentioned in the tender document.
2. The Contractor should follow all the procedural rules & regulations as per PPRA Rules and Government of Pakistan.
3. The bidder shall submit the bid in a single package containing two separate envelopes clearly marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”. Initially, only the envelopes marked “TECHNICAL PROPOSAL” shall be opened, whereas, the envelope marked as “FINANCIAL PROPOSAL” shall remain in the custody of NEPRA without being opened.
4. 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.
5. Procuring body shall evaluate the bids in the manner of prescribed data so that only fully technically qualified bidder shall be qualified for the opening of financial proposals, and, the bidder who has quoted the lowest rate would be awarded the contract. If two or more bidders quoted the same price in Financial Proposals, the bidder/firm which has obtained highest marks in the Technical Proposal among same will be awarded the contract.
6. Final payment would be made after the entire completion of the assigned works to the satisfaction of NEPRA after retaining 5% of the total bill as retention money.
7. The contractor may visit NEPRA's Head Office where the required work will be executed, at his own expense for actual requirement of end user and space available in light of BoQs.
8. The contractor is liable for repair/remedy of all defects occur during Defects Liability Period (DLP) i.e., six (6) Months.
9. The Contractor is bound to follow all the safety precautions while executing the works.
10. The contractor will have to start work during week days (Monday to Friday) after office hours. However, the work shall be carried out on closed holidays i.e., Saturday & Sunday.
11. Drilling for making holes through concrete for the installation of fire extinguishers should be included in the final rate, no extra payment will be made on this activity.
12. The contractor shall prepare and submit shop drawings (specified locations) for NEPRA's approval prior to execution of automatic fire extinguishers.

SECTION-V

Technical Bid Evaluation Criteria

The bid will be evaluated by the NEPRA's Purchase & Disposal Committee in the light of prescribed conditions listed in this document and the bidders securing 60% score as per technical evaluation sheet, will be qualified for financial bid, rest will be disqualified on technical grounds and their sealed/unopened financial proposal shall be returned back to them.

1) - Registration/Experience Record

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	PEC registration in C-6 category or above	05	Copy of valid registration certificates must be provided
ii)	Past performance/similar projects, worth Rs. 1 million or more, completed in the last five years.	25	Five marks for each completed project subject to provision of purchase order(s) and successful completion certificate(s).
iii)	Similar projects, worth Rs. 1 million or more, in hand.	15	Five marks for each project in hand Purchase order(s) must be provided
Total Marks Allocated:			45

2) - Personnel Capabilities

Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	No. of technical staff presently on payroll of the Contractor/ Firm	25	5 marks will be given for each resource on the payroll of the Contractor. The client reserves the right to demand proof.
Total Marks Allocated:			25

3) - Equipment Capability

Credit Marks shall be granted on the basis of the following criteria for basic kinds of equipment relevant for the contract:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	Equipment for Provision, Installation, Testing and Commissioning of Auto/Portable Fire Extinguishers and, Trolley Mounted CO ₂ /DCP Fire Extinguishers	15	Full marks will be given to those who have welding plants, drill & bits, hole saw, ratchet, scaffolding/ ladders, etc.
Total Marks Allocated:			15

4) - **Financial Soundness**

Credit Marks shall be awarded on the basis of the following criteria:

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
i)	Audited Financial Statements along with Auditor's Report for the last two years.	04	
ii)	Income Tax Status: Filer/Non-Filer	04	
iii)	Sales Tax Status: Filer/Non-Filer	02	
Total Marks Allocated:			10

5) - **Affidavit for Non-Black listing of Firm**

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
i)	Affidavit	05	An affidavit of "Non-Black listed Company from any semi or Government department must be furnished on non-judicial stamp paper (attached as performa 03). If company is found black listed after winning the tender, Authority will have the right to disqualify the said firm and cancel the contract at any stage
Total Marks Allocated:			05
Total Marks			100

Note: The Proposals without evidence/supporting documents will be rejected. Minimum threshold for qualification would be obtaining 60% marks.

SECTION-VI

List of Locations

The Auto/Portable Fire extinguishers will be installed in NEPRA Building at the Following locations:

Sr. #	Location	Fire & Safety Equipment/Type	Capacity	Quantity
1.	HVAC Panels Room at 7 th Floor	Halotron Auto Extinguisher	6 Kg	04
2.	Electric Panels Room No 1 at 6 th Floor	Halotron Auto Extinguisher	6 Kg	01
3.	Electric Panels Room No 2 at 6 th Floor	Halotron Auto Extinguisher	6 Kg	02
4.	Registrar Record Room at 5 th Floor	DCP Auto Extinguisher	6 Kg	02
5.	Electric Panels Room No 1 at 5 th Floor	Halotron Auto Extinguisher	6 Kg	02
6.	Electric Panels Room No 2 at 5 th Floor	Halotron Auto Extinguisher	6Kg	01
7.	Data Centre at 4 th Floor	Halotron Auto Extinguisher	6Kg	04
8.	Electric Panels Room No 1 at 4 th Floor	Halotron Auto Extinguisher	6Kg	02
9.	Electric Panels Room No 2, at 4 th Floor	Halotron Auto Extinguisher	6Kg	01
10.	Air Handling Unit at 3 rd Floor	Halotron Auto Extinguisher	6 Kg	02
11.	Electric Panels Room No 1 at 3 rd Floor	Halotron Auto Extinguisher	6Kg	02
12.	Electric Panels Room No 2 at 3 rd Floor	Halotron Auto Extinguisher	6 Kg	01
13.	Technical Record Room at 2 nd Floor	DCP Auto Extinguisher	6 Kg	02
14.	Electric Panels Room No 1, at 2 nd Floor	Halotron Auto Extinguisher	6 Kg	02
15.	Electric Panels Room No 2, at 2 nd Floor	Halotron Auto Extinguisher	6 Kg	01
16.	Auditorium IT Operating Room at 2 nd Floor	Halotron Auto Extinguisher	6 Kg	01
17.	Tariff Record Room at 1 st Floor	DCP Auto Extinguisher	6 Kg	06
18.	CAD Record Room at 1 st Floor	DCP Auto Extinguisher	6 Kg	02
19.	Stationary Room at 1 st Floor	DCP Auto Extinguisher	6 Kg	02

20.	Electric Panels Room No 1 at 1 st Floor	Halotron Auto Extinguisher	6 Kg	02
21.	Electric Panels Room No 2 at 1 st Floor	Halotron Auto Extinguisher	6 Kg	01
22.	IESCO, HT Metering Room, at Ground	CO2 Trolley(mountain)	25 Kg	01
23.	Electric Panels Room No 1 at Ground floor	Halotron Auto Extinguisher	6 Kg	02
24.	Electric Panels Room No 2 at Ground floor	Halotron Auto Extinguisher	6 Kg	01
25.	Finance Record Room at B1	DCP Auto Extinguisher	6 Kg	02
26.	HR Record Room at B1	DCP Auto Extinguisher	6 Kg	02
27.	M&E Record Room at B1	DCP Auto Extinguisher	6 Kg	02
28.	Registrar Record Room No.01 at B1	DCP Auto Extinguisher	6 Kg	11
29.	Licensing Record Room at B1	DCP Auto Extinguisher	6 Kg	03
30.	Registrar Record Room No. 2 at B1	DCP Auto Extinguisher	6 Kg	02
31.	Parking Area at B1	DCP Trolley(mountain)	25 Kg	02
32.	Transformer Room1,[TF1] at B2	Halotron Fire Extinguisher	6 Kg	02
33.	Transformer Room2,[TF2] at B2	Halotron Fire Extinguisher	6 Kg	02
34.	Transformer Room3, [TF3] at B2	Halotron Fire Extinguisher	6 Kg	02
35.	LT Panels at B2 front of SE(E&M)'s Room	CO2 Trolley(mountain)	25 Kg	02
36.	HT Switch Gear Panels Room at B2	Halotron Fire Extinguisher	6 Kg	02
37.	Control Room at B2	Halotron Auto Extinguisher	6 Kg	02
38.	Civil Workshop	CO2/DCP Trolley(mountain)	25 Kg	01+01
39.	Parking Area at B2	DCP Trolley(mountain)	25 Kg	01

SECTION-VII

Bill of Quantity with Technical Specifications/ Financial Proposal

St.No	Description	Quantity	Unit Price	Amount
1	<p>Auto Fire Extinguishers:</p> <p>Type: Dry Chemical Powder (DCP)(Imported) ,Initially charged</p> <p>Technical Specifications:</p> <ul style="list-style-type: none"> (i) Capacity: 06kg (ii) Fully refillable stored pressure extinguishers (iii) Powerful firefighting capability (iv) Automatic activation Temp: 68 °C (v) Fitted with pressure gauge (vi) Supplied with fixing bracket (vii) Hanging Hooks(GI, Gusse Hook) (viii) Threading Rods (Brass/Stainless-steel, Dia: 10mm). (ix) Rowel Bolts: M6, (Bronze Zinc Plated) BZP Steel Anchor Bolt 2.5 inch to 3inch. (Imported) (x) Also including Fixing and Labor Charges. <p>Complete in all respects as per site requirement, Supply, Installation, Testing and Commissioning or as directed by employer.</p>	36		
2	<p>Auto Fire Extinguishers:</p> <p>Type: Halotron, Initially charged</p> <p>Technical Specifications:</p> <ul style="list-style-type: none"> (i) Capacity: 06kg (ii) Automatic activation Temp: 68 °C (iii) Test Pressure : 30 Bar (iv) Super Charge Pressure : 15 Bar (v) Discharge Time : 12 Sec (vi) Hanging Hooks(GI, Gusse Hook (vii) threading Rods(Brass/Stainless-steel, 	34		

	<p>Dias :10mm)</p> <p>(viii) Rowel Bolts: M6 (Bronze Zinc Plated) BZP Steel Anchor Bolt 2.5 inch to 3inch. (Imported)</p> <p>(ix) Also including Fixing and Labor Charges.</p> <p>Complete in all respects as per site requirement, Supply, Installation, Testing and Commissioning or as directed by employer.</p>			
3	<p>Fire Extinguisher Cylinder</p> <p>Type: Halotron, Initially charged</p> <p>Technical Specifications:</p> <p>(i) Capacity : 06-Kg</p> <p>(ii) Medium : Halotron</p> <p>(iii) Fire Rating : 8A/55B/C</p> <p>(iv) Design Pressure: 8.63 Bar</p> <p>(v) Design Temperature: -20 °C to 60 °C</p> <p>(vi) Hose Length : 440mm</p> <p>(vii) Size : Dia139x460(H)mm</p> <p>(viii) Overall Weight : 6.53Kg</p> <p>(ix) Lifespan : 12 years with a 6-month maintenance</p> <p>(x) Attach with Hanging Hooks at wall as per standard</p> <p>Complete in all respects as per site requirement, Supply, Installation, testing and Commissioning or as directed by employer.</p>	08		
4	<p>Fire Extinguisher Cylinder (Trolley)</p> <p>Type : Dry Chemical Powder, Initially charged</p> <p>Technical Specifications:</p> <p>(i) Capacity: 25-Kg</p> <p>(ii) TYPE Out diameter(mm): 320</p> <p>(iii) Volume(L): 29.50</p> <p>(iv) Cylinder Length(mm): 940</p> <p>(v) Cylinder Weight(kg): 40</p> <p>(vi) Extinguisher Weight(kg): 100</p> <p>(vii) Dry Powder Filled Weight(kg): 25</p>	04		

	<p>(viii) Working Pressure(Bar): 15</p> <p>(ix) Test Pressure(Bar) : 25 Min</p> <p>(x) Wall-thickness(mm) : 3</p> <p>(xi) Material : B440H</p> <p>(xii) Fire Extinguisher discharge Pipe 8 feet minimum,Dias:1/2,Half (Imported)</p> <p>Complete in all respects as per site requirement, Supply, Installation, Testing and Commissioning or as directed by employer.</p>			
5	<p>Fire Extinguisher Cylinder (Trolley)</p> <p>(Imported), Initially charged Type: CO2 Fire Extinguisher</p> <p>Technical Specifications:</p> <p>(i) Capacity: 25-Kg</p> <p>(ii) TYPE Out-diameter(mm): 219</p> <p>(iii) Volume(L): 40</p> <p>(iv) Cylinder Length(mm): 1360</p> <p>(v) Cylinder Weight(kg): 56</p> <p>(vi) Extinguisher Weight(kg): 114.4</p> <p>(vii) CO2 Filled Weight(kg): 25</p> <p>(viii) Working Pressure(Bar): 150</p> <p>(ix) Test Pressure(Bar): 225</p> <p>(x) Min Wall-thickness(mm): 5.7</p> <p>(xi) Material: 34 Mn 2V</p> <p>(xii) Fire extinguisher discharge pipe 8 feet Minimum with Dias: Quarter(Imported)</p> <p>(xiii) Standard Trolley(Imported)</p> <p>Complete in all respects as per site requirement, Supply, Installation, Testing Commissioning or as directed by employer.</p>	04		
				Total:

SECTION-VIII

Performas

Covering letter for submission of bid by the bidder

The Director General (Administration)
NEPRA Tower, Ataturk Avenue (East)
G-5/1, Islamabad

Subject: **Submission of Bid required by NEPRA vide Tender Captioned ‘Provision, Installation, Testing & Commissioning of Auto/Portable Fire Extinguishers and Trolley Mounted CO₂/DCP Fire Extinguishers’**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the civil works in conformity with the said bidding documents for the sum as provided in our financial proposal.

2. We undertake, if our bid is accepted, to deliver the services in accordance with the schedule specified in the tender document.
3. If our bid is accepted, we hereby agree that client (NEPRA) may hold our bid security against performance security till completion of the whole works.
4. We also agree to abide by this bid for period of (90) days from the closing date, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. The formal work order as attached with tender documents, this bid, together with your written acceptance thereof and your notification of award, shall be a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2023

(Signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

Contract / Work / Supply Order

No.

Date:

M/s _____,

_____.

Ph:

Fax:

Subject: **Work Order for the Provision, Installation, Testing and Commissioning of Auto/Portable Fire Extinguishers and Trolley Mounted CO₂/DCP Fire Extinguishers**

Ref: Your quotation No. _____ dated _____ 2023.

We are pleased to inform you that your quotation No. _____ dated _____ 2023 has been accepted for the execution of civil works by NEPRA with specifications and prices given therein accepted:

Description	Unit Rate (with all applicable taxes & transportation charges etc.)	Total Price Rs.
As per BOQ		

(Rupees _____)

Terms & Conditions are as under:

Completion of Work(s) as per BOQ: Within 60 days after issuance of purchase/work order. Partial / Part of completion not allowed.

Delay in Completion of Work: The NEPRA shall charge a penalty for delay in completion of work beyond completion period. After expiry of completion period, the penalty (Liquidated Damages - LD) @ 1% of balance work per day upto 10 days maximum or 10%. In case the work is not completed after due date of said period, NEPRA has the right to cancel the work order at firm's risk and expense.

Specifications:

- (i) All items are to be carried out in accordance with the specification given in BOQ. Materials used for should be brand new.
- (ii) None of the terms and conditions set forth in the vender's quotation should be in conflict with the above condition.

Inspection: All the items / work will be inspected by the O&M department.

Rate: Rate quoted by your firm, shall be final, inclusive of all taxes and irrevocable, thus no escalation or changes whatsoever will be allowed.

Payment: 95% payment will be made on completion of job/work through crossed cheque in the name of M/s _____ within 45 days after completion of work. 5% retention will be held for 6 months defect liability period which will be released on completion of the same.

Tax Deduction: All taxes will be applicable as per the Government Rules.

Arbitration: The supplier / contractor shall be construed according to the laws of Pakistan. Any difference of opinion or dispute arising between the parties in relation to this purchase order shall be settled amicably by both the parties. In case of any difference /dispute arising between the parties, the matter shall be referred to Chairman NEPRA 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.

Force Majeure:

- (i) Neither the Purchaser nor the Supplier shall be responsible for each other in any manner whatsoever in the event of the performance of the contract being delayed by causes beyond his or its control like strikes, act of God, Civil commotions, restraints of ruler, flood, riots, fire, storms, war or similar occurrence. As soon as the supplier starts suffering a disruption of work or any delay, due to Force Majeure, he shall forthwith notify the Purchaser in writing of the cause of the delay and take possible steps to curtail it.
- (ii) The supplier shall provide the purchaser with all the necessary proof of the occurrence of the events and its effects on the contract performance within 10 days from the start to Force Majeure event.
- (iii) The purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.
- (iv) Where the delay was due to genuine Force Majeure event it shall extend the delivery for a period equal to the period in which such Force Majeure remains operative.
- (v) Such extension in delivery period, due to Force Majeure, shall not entitle the supplier any claim(s) of extra cost from the purchaser.

If the contents of this work order are acceptable to you then kindly return the enclosed duplicate copy duly signed and stamped as a token of your acceptance.

Prompt execution of work will be appreciated.

Director General (Administration)
or his Nominee

Copy to:

Director (Finance), NEPRA

M/s _____ have read and understood the terms & conditions and we accept every aspect of the same.

Affidavit for Non-blacklisting of Firm

[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 the 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 the Company)

(Signature of the Authorized Rep)

Company Name

Attestation by Oath Commissioner and/or Notary Public