



Tender Documents
Tender No. 11 /2024

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF EQUIPMENT
FOR NEPRA GYM

Ataturk Avenue (East), G-5/1, Islamabad
Ph: +92 51 2013 200 Fax: +92 51 9210 215



Tender for Supply, Installation, Testing and Commissioning of Equipment for NEPRA Gym

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. Technical Specifications (**Annex-A**)
7. Financial Proposals
8. Proformas **01 & 02**
9. Basic Information of Applicant (**Annex-B**)
10. Affidavit for Non-Blacklisting of Firm (**Annex-C**)
11. Conflict of Interest Undertaking (**Annex-D**)





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

NEPRA Tender No. 11 /2024

INVITATION TO BIDS

Supply, Installation, Testing and Commissioning of Equipment for NEPRA Gym

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 from the Distributors/ Retailers/General order Suppliers/Companies for “Supply, Installation, Testing and Commissioning of equipment for NEPRA Gym” through single-stage two envelop bidding procedure, having an office 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 of relevant experience

2. Bids, prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e. EPADS on or before November 28, 2024 @ 1400 hours. Technical proposals will be opened on the same day at 1430 hours through EPADS. This advertisement and necessary tender documents are also available on NEPRA & PPRA websites at www.nepra.org.pk/tenders and [EPADS](#) and may be downloaded free of cost. Tender documents uploaded/submitted without EPDAS will **not** be accepted.

Director General (Administration/HR)

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

Ph: 051-2013200, Fax: 051-9210215

www.nepra.org.pk, info@nepra.org.pk



SECTION – I

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	Downloading of Bidding Documents from	www.nepra.org.pk/tenders or PPRA EPADS
4	Communication/ Correspondence	To be addressed to the Director General (Administration); the envelope shall bear the word “Confidential”, Tender No. and name.
5	Bid Submission Format	The bids and prices must be submitted (through EPADS) 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.
6	Submission of Bids & Bid Security	Bids are to be submitted through E-pak Acquisition and Disposal System i.e. EPADS. However, the bid security in hard form must be submitted with AD(Admin) in sealed envelope (clearly mentioning the tender No. and name) on or before the date of opening of technical bids by-hand or through courier addressed as under: Director General (Administration), National Electric Power Regulatory Authority, Ataturk Avenue (East), G-5/1, Islamabad.
7	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.
8	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.
9	Amount of Bid Security (refundable)	Rs. 50,000/- (Rupees Fifty Thousand only) in favour of "National Electric Power Regulatory Authority (NEPRA), Islamabad".
10	Form of Bid Security	<ol style="list-style-type: none"> a. The bid security shall be in the form of irrevocable, encashable Call-Deposit / Bank Draft / Pay Order in the name of the Purchaser. b. A copy of bid security must be uploaded at EPADS. c. No personal cheque will be acceptable at any cost. d. The previous bid security (if any) will not be considered or carried forward. e. The bidding documents found deficient of the amount as bid security compared to total bid price will not be considered. f. The bid security of un-successful bidders will be released / returned as promptly as possible. g. The successful bidder's bid security will be retained as performance security and will be released one week after completion of works. h. 5% retention will be held from payment for 1- year defect liability period after completion of work and the same will be released after the said period.
11	Bid Validity Period	Bid should remain valid for 120 days from the closing date

Sr. #	Description	Details
12	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>
13	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.
14	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
15	Execution	The Purchase Order (as per attached format) will be issued to the bidder, who shall sign for its acceptance. The formal contract will be signed within 14 days of the submission of the acceptance by the contractor. The vendor must supply the requisite equipment within 30 days of issuance of Purchase Order.
16	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.
17	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.
18	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 – II

Special Instructions to Bidders

Sr. #	Attribute	Details
1	Name of the Project	Procurement of Equipment for NEPRA Gym
2	Tender Published on	10 th November, 2024
3	Medium	PPRA / E-Pads/NEPRA websites and Daily newspapers
4	Source of Funds	NEPRA's Revenue
5	Deadline for proposal Submission	28 th November, 2024 at 1400 hrs
6	Time, Date and Place for Proposals Opening	28 th November, 2024 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 short-listed firm(s) will be opened. Date and time of Financial Proposal opening will be intimated through EPADS. The Proposals will be opened at NEPRA Tower G-5/1, Islamabad on given date.
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 five years of experience of general order supplier in private/government sector. b. At least 01 year or more experience of similar 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. e. Must have after sales services support available as & when required.
9	Acceptance of Works	Director (Administration) shall inspect the job during execution or as & when required. However, the payment would be made on production of acceptance certificate issued by the Administration Department of NEPRA.
10	Pre-bid Meeting	While preparing bids, interested parties may visit NEPRA any time before the closing date for bid submission, to seek any further information. Office is open till 1700 Hrs each day except Saturday/Sunday or public holidays.



Section III

General / Special Conditions of Contract

1. The firm/bidder should be a registered GST / Sales tax firm to carry out the requisite civil works/items mentioned in the tender document.
2. The bidder should follow all the procedural rules and regulations as per PPRA Rules, Government of Pakistan.
3. Single stage two envelop process will be followed. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened, whereas, the envelope marked as "FINANCIAL PROPOSAL" shall remain 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 gym equipment is to be installed / placed, at his own expense, for actual requirement of end user and space available in light of BoQs.
8. The contractor is liable for repair/remedying all defects occur during Defects Liability Period (DLP) i.e. 1 year.
9. The bidder is bound to follow all the safety precautions while executing of works.
10. **Refurbished/ Used equipment may be accepted subject to provision of 1 years warranty by the vendor & quoted products must meet the specifications provided at Annex A.** Bidders are therefore advised to quote the prices for used/brand new items in their own interest.
11. Delivery of requisite items shall be made by the successful bidder(s) at NEPRA Tower as and when intimated by the Administration Department of NEPRA, without any extra/additional charges within 30 days of issuance of purchase order. In case of non-compliance, a fine of Rs. 500/- will be charged per day or deducted from the finally submitted invoice.
12. Payment will be made by NEPRA within two weeks on production of the following subject to deduction of all taxes as per government law.
 - i. Bill(s) in original
 - ii. Delivery Challan(s)
 - iii. NEPRA Purchase Order(s)
 - iv. Successful installation of equipment & its testing
13. NEPRA reserves the right to forfeit the earnest money/performance security deposit in case of breach of any clause of the contract by the bidder or to accept or reject all bids as per PPRA rules.



SECTION – IV

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)	Past performance/similar projects, worth Rs. 2 million or more, completed in the last three years.	21	Seven marks for each completed project subject to provision of purchase order(s) and successful completion certificate(s).
ii)	Similar projects, worth Rs. 2 million or more, in hand.	24	Eight 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 bidder/Firm	10	2 marks will be given for each resource on the payroll of the Contractor. The client reserves the right to demand proof.
ii)	No. of Professional Trainers on the payroll of the bidder/firm	5	1 mark will be given for each Professional Trainer on the payroll of the Contractor. The client reserves the right to demand proof.
iii)	No. of Technicians & Machine Service providers	10	2 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 the works	15	Full marks will be given to those who have their own Gym in Rawalpindi/Islamabad
Total Marks Allocated:			15

4)- Financial Soundness

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
i)	Monthly average bank balance of the firm for the last 12 months	10	<p>Rs 2,000,000/- 5 marks</p> <p>Between Rs 2,000,000/- to Rs 2,500,000/- 8 marks</p> <p>More than Rs 2,500,000/- to Rs 3,000,000/- 10 marks</p>
ii)	Affidavit	5	An affidavit of "Non-Black listed Company from any semi or Government department must be furnished on non-judicial stamp paper. 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:			15



SECTION – V
Technical Specifications &
Bill of Quantity
(Financial Bid)

Specifications and Bill of Quantity

Sr #	Description	Qty	Specification	warranty	Images
1	Treadmill fully commercial, refurbished or brand new in good condition of top brand international companies	2	Features with android screen Running Surface: 20" W x 59" L Incline Max: 15% Min Speed: 0.2mph Max Speed: 11.2mph Engine Power : 6.0 HP (AC) Optimal Upgrade: Anthracite Black Frame and Component Styling Electrical receptacle & plug: NEMA 5-20R 120v Electrical requirements: 20 amps, dedicated circuit required, non-looped grounded TECH SPECS Max User Weight: 485 lbs (220 kg) Weight: 362 lbs (164 kg) Dimensions: 83" L x 34" W x 58" H / (211 x 86 x 147 cm)	6 months for all parts in case of new equipment and 1 year for refurbished equipment	

Sr #	Description	Qty	Specification	warranty	Images
2	Elliptical machine fully commercial, refurbished or brand new in good condition of top brand international companies	1	<p>Dimensions:206cm x 71cm x 160cm Unit Weight:150 kg Max User Weight:181 kg Programs: Resistance: 25 Levels Training Programs: 23 Features: The Excite Synchro 700 elliptical machine ensures a smooth and impact-free movement so training on Synchro helps you relax and focus on the movement experience. The Smooth Motion belt transmission system ensures a fluid and quiet movement. As traded: Working order, in its current condition with no further servicing completed. Cleaned & wiped down only.</p>	6 months for all parts in case of new equipment and 1 year for refurbished equipment	

Bill of Quantity

Sr. No.	Description	Qty	Make	Refurbished or Brand New	Specifications	Country of Manufacture	Rate/ Unit with GST.	Total Amount with GST.
1	Treadmills	2						
2	Elliptical Machine	1						
Total Cost								

Note: The most advantageous bid(s) for the item(s) at Sr. 1 & 2 will be accepted for issuance of purchase order.

Section – VI

Proformas

Letter acceptance 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 ‘Supply, Installation, Testing and Commissioning of Equipment for NEPRA Gym**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the subject 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 (120) 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 _____ 2024

(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: **Purchase Order for Supply, Installation, Testing and Commissioning of Equipment for NEPRA Gym**

Ref: Your quotation No. _____ dated _____ 2024.

We are pleased to inform you that your quotation No. _____ dated _____ 2024 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 _____)

2. Terms & Conditions are as under:

Supply, Installation & Commissioning/as per BOQ: Within 90 days after issuance of purchase order. Partial / Part of completion not allowed.

Delay in Completion of Work: The NEPRA shall charge a penalty for delay in supply of equipment beyond specified 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 supply is not completed after due date of said period, NEPRA has the right to cancel the purchase order at firm's risk and expense.

Specifications:

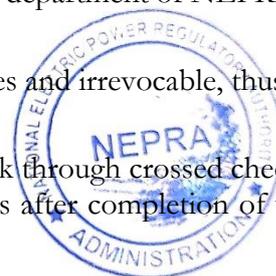
(i) All items are to be carried out in accordance with the specification given in BOQ. Materials used for the purpose should be brand new, however, the acceptance of refurbished items is subject to approval by the P&D Committee of NEPRA.

(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 will be inspected by the Administration department of NEPRA prior to delivery.

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 30 days after completion of work. 5%



retention will be held for 1 year 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.

3. **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.

4. 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.

5. Prompt execution of work will be appreciated.

Director General (Administration)
or his Nominee

Copy to:

Addl. Director General (Finance), NEPRA

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



BASIC INFORMATION OF APPLICANT

Prospective Applicant

- (a) Name: _____
- (b) Address of the corporate headquarters and its branch office (s), Pakistan: _____
- (c) Date of incorporation and / or commencement of business: _____
- (d) Type (corporation, partnership, etc): _____
- (e) Telephone No: _____
- (f) Cell No: _____
- (g) Fax: _____
- (h) Email: _____
- (i) NTN Registration No. _____ and STN _____
- (j) Registration with professional body: _____

Details of individual (s) who will serve as the point of contact/Communication for the Bidder's company:

- (a) Name: _____
- (b) Designation: _____
- (c) Address: _____
- (d) Telephone No. _____
- (e) Cell No. _____
- (f) E-mail address: _____
- (g) Fax No. _____

Signature & Seal of Authorize Representative



Affidavit for Non-Blacklisting of Firm
[PRINT ON STAMP PAPER]

Non-judicial stamp paper (with a value of Rs. 20-100)

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

Undertaking

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.: _____

