

**National Electric Power Regulatory Authority**  
**NEPRA**  
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**Requests for Proposal**  
**(RFP)**



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

**NEPRA Tender No. 06/2024**

**INVITATION TO BID**

**Hiring of Consultant for Designing and Detailed (resident) Supervision of Sprinkler System  
in Basements of NEPRA Tower**

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 bids for the Design and Detailed (resident) Supervision of Sprinkler System in Basements of NEPRA Tower Islamabad from the Consulting firms having their office in Rawalpindi/Islamabad:

- i)- Registered with Income Tax /Sales Tax Departments;
- ii)- In active taxpayers’ list of the FBR;
- iii)- Having Minimum three years of relevant experience
- iv)- Must be PEC(MEP)/CDA registered

3. Bids, prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PAD on or before 7<sup>th</sup> day of May, 2024 @ 1400 hours. Technical 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](http://www.nepra.org.pk/tenders) and [www.ppra.org.pk](http://www.ppra.org.pk) respectively and may be downloaded free of cost.

**Director General (Administration/HR)**

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

Ph: 051-2013200, Fax: 051-9210215

[www.nepra.org.pk](http://www.nepra.org.pk), [info@nepra.org.pk](mailto:info@nepra.org.pk)

## Hiring of Consultant

For

### Design and Detailed (resident) Supervision of Sprinkler System in Basements of NEPRA Tower

#### 1.0 Letter for Invitation

Consultants registered with PEC(MEP)/CDA for year 2024 are invited to show their expression of interest for Design and Detailed (resident) supervision for Sprinkler System in the both Basements of NEPRA Towers. The covered area of the both basements is approx. 66000 sq.ft. The work/design is to be developed as per modern equipment, best engineering practices and techniques.

- i. Interested Firms must prepare and submit their proposal with proper Indexing and Annexes with required documents.
- ii. The selection process will be conducted under Rule 3-C i.e. Least Cost based Selection of Procurement of Consultancy Services Regulations, 2010 of Public Procurement Regulatory Authority and Single Stage Two envelop Procedure of PPRA Rules.

#### 1. The major components of the consultancy include the following:-

- a. To Design the Sprinkler system as per CDA by-laws;
- b. To prepare the drawings;
- c. To integrate the sprinkler system with already installed system of NEPRA Tower;
- d. To seek prior approval of design from CDA;
- e. To prepare detailed bill of quantity (BOQ);
- f. To prepare detailed engineering estimate;
- g. To prepare the tender documents and assist in whole bidding process and award of the work to contractor;
- h. To supervise/ensure quality of the works during installation of sprinkler system;
- i. To assist in getting completion certificate from CDA;
- j. To assist Contractor in preparation and submission of as-built drawings to CDA;
- k. To provide soft copy of all drawings (in AutoCAD) and document to the Client;
- l. Any other task related to the subject tender but not mentioned in the scope

#### 2. Information required for evaluation

Interested consultants are invited to apply for the services by sending following information as per specified format included in this document:-

- a. Name, Address, Phone, Fax numbers, Web and E-mail address of the firm.
- b. Certificate of valid registration as consultant in the relevant categories with PEC(MEP)/CDA for year 2024.
- c. Copy of Registration with Tax Authorities / FBR and income tax returns for at least last 3 years.
- d. Organization of the firm, list of permanent professional staff along with signed C.Vs mentioning their qualifications, experience, address and experience for each project.
- e. General experience of the firm in the last three years and the list of ongoing projects in this respect including name of the client, project synopsis and value of the assignment to be provided separately.
- f. Relevant experience of Sprinkler design and supervision of consultancy projects of similar nature at- least one building, mentioning name of the client, project synopsis and value of the assignment.
- g. Current commitments/ on-going projects of the firm (if any).

- h. Facilities available with the consultant to perform their function effectively (proper office premises, software, hardware, list of equipment owned by company, record keeping etc.
- i. Project completion/Client satisfaction certificates for the last three completed jobs from the respective clients.
- j. An affidavit on stamp paper properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/ Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations.
- k. Bank statements of last 1 year / banker's certificate of account maintenance.
- l. Equipment Software Capabilities (if any).

The Request for Proposal (RFP) documents prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak acquisition and Disposal System i.e. e-PAD on or before 7<sup>th</sup> day of May, 2024 @ 1400 hours. Technical proposals will be opened on the same day at 1430 hours.

NEPRA reserve the right to verify the documents submitted by consultants and shall disqualify a consulting firm if it finds, at any time, that the information submitted by the company/firm concerning its short listing as consultant was false and inaccurate or deliberately left incomplete.

Consultants will be informed, in due course, of the result of technical qualification process. Financial bids of technically qualified firms would be opened as per Single Stage Two envelope procedure of PPRA.

Once selected as consultant, the firm or any of its partners/affiliates would not be eligible to participate as contractor in construction phase of the project.

NEPRA reserves the right to accept or reject any or all applications as per PPRA Rules.

**Director General (Administration/HR)**

## 2.0 Instructions to Consultants

### 2.1.1 Submission of Applications

2.1.1. Applications must be submitted through E-Pak acquisition and Disposal System i.e. e-PAD addressed to :-

**Director General (Administration), NEPRA Towers, G-5/1, Islamabad**

(Hiring of Consultant for Design of Sprinkler System)

Not later than 7<sup>th</sup> day of May, 2024 @ 1400 hours

2.1.2 The name & mailing address of the consultant shall be clearly marked on the back of the envelope.

2.1.3 All information to be provided in English Language.

2.1.4 The consultants must respond to all questions & provide complete information as advised in this document. Any lapses to provide essential information or failure to comply with specified format of the document may result in disqualification of the consultant.

2.1.5 All perspective consultants must visit the requisite site before submission of technical and financial bid.

2.1.6 Clarification if required may be asked in writing by post/other communication means.

### 2.2 Evaluation Criteria

The services will be hired according to PPRA Single stage – two envelop procedure. Salient aspects of single stage – two envelop procedure are enumerated below:-

- (a) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (d) The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of NEPRA without being opened;
- (e) NEPRA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
- (f) During the technical evaluation no amendments in the documents shall be permitted;
- (g) Based on the record / documentary evidence submitted by the bidders, each firm shall be marked as per the under mentioned Evaluation Criteria mentioned at **Annex A-7**. Financial bids of those bidders will be opened and evaluated who will secure 70% marks in technical evaluation at **Annex- A-7**.
- (h) The financial proposals (as per **Annex-A-8**) of technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
- (i) The financial proposal of bidders not qualified shall be returned un-opened to the respective bidders;

- (j) The method of selection of consultant will be the least cost as per 3(C) of the PPRA Consultancy Service Regulations 2010 i.e; the consultant offering the lowest bid shall be awarded the contract.

### **2.2.1 General**

Technical Evaluation will be based on the criteria given in succeeding paras 2.2.2 to 2.2.7 regarding the consultants general & specific experience & skilled capabilities as demonstrated by the Consultant's responses in the forms attached to this document. The consultants meeting mandatory requirements would have to obtain at least 70% passing marks out of evaluation criteria to be successfully qualified for opening of financial bid.

### **2.2.2 Minimum/Mandatory Requirements (to be provided as per specified format)**

- (a) Letter of Application to NEPRA **Annex A-2**.
- (b) Valid Certificate of registration as consultant with PEC(MEP) and CDA for year 2024.
- (c) Copy of Registration with Income Tax Authorities/ FBR with NTN certificate and income tax returns for the last 3 years as proof of active tax payer.
- (d) An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations.
- (e) Bank statements of last 1 years and banker's certificate of account maintenance.
- (f) Minimum experience of 03 years of required designing and detailed supervision of same nature projects.
- (g) Litigation history of last 03 years, if any.
- (h) Bid security equal to 2 % of bid price of design fee and this should be in seal envelope of financial bid. A certificate without mentioning cost in this regard must be attached with technical proposal that 2 % bid security is attached with.
- (i) Minimum Requirements of Persons to be Deployed for this Project

#### **a. Design Phase**

- 1. Principal Engineer/Designer
- 2. Junior Engineer
- 3. Mechanical Engineer/QS

#### **b. Supervision Phase**

- 1. Project Manager/Resident Engineer
- 2. Quantity Surveyor / Site Supervisor

### **2.2.3 Personnel Capabilities**

The consultants must have in their employment suitably qualified professional(s) who will take part in the design & supervision. The consultant will supply the information of its skilled staff, which will be a key factor for short listing as per **Annex A-4(i&ii)**.

### **2.2.4 Equipment/Software Capabilities.**

The consultant should have/own the technical equipment/software for the proper design/analysis of the sprinkler system. The consultant will provide the information of its technical software and equipment (if any required) as per **Annex A-5**.

### **2.2.5 Projects Completed**

The consultant shall provide the full details i.e. name of the project, name of employer with contact details, value of the work, date of award, date of completion, duration etc. of projects of similar nature and of general nature completed in last 03 years as per **Annex A-3(i&ii)**.

### **2.2.6 Financial Strength**

The Consultant should provide at least 1 year bank statements along with banker's certificate of account maintenance.

### **2.2.7 Litigation History**

The consultant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution over the last 3 years. A history of award against the Consultant may result in rejection of the application as per **Annex A-6**. In addition, an affidavit by the firm that it is not blacklisted by any Government / Public Sector Autonomous body will also be the part of the technical proposal.

## **2.3 Updating the Information**

Bidder shall be also required to update all given information like skilled staff, equipment's/software etc. used for short listing at the time contract signing if there is substantial change in proposed staff for the work. A proposal shall be rejected if the Consultant's qualification thresholds are no longer met during the contract period.

## **2.4 Other Factors**

**2.4.1** Only consultants that have been technically qualified under this procedure shall be invited for opening of financial proposals. A firm/consultant whether alone or in legal association with of other firms may participate only in one bid for the consultancy. If a firm submits/participates in more than one bid, singly or in association then all its bids will be rejected.

**2.4.2** NEPRA reserves the right to reject or accept any application as per PPRA rules and to cancel the short listing process at any stage.

**2.4.3** Evaluation criteria is detailed at **Annex A-7**

## **3.0 Scope of services/TOR of the provision of Consultancy Services / description of the Project**

NEPRA intends to install the sprinkler system in both the basements of the building in accordance with the CDA by-laws of 2016. The total area of the both basements is approx. 66000 sft. NEPRA requires consultancy services from perspective consultants for the design of the same and other allied work along with estimates, BoQs, technical specs of the material/equipment, preparation of tender documents, assisting NEPRA in hiring of the contractor for the designed work and round the clock detailed supervision of the hired contractor. Salient features of the required works are as under:

- a. Complete design package
- b. The design should be as per the modern concept and techniques
- c. The design must meet the requirements/standards of Capital Development Authority (CDA)
- d. Quality of service

e. Value for money

**Phase-I of Consultancy (Design Phase)**

- Preliminary Design & Planning after taking inputs of NEPRA
- Complete design package including drawings and specs of the sprinkler.
- Integration of the new system/sprinklers with already installed equipment
- Preparation of engineering estimate, BoQ, working drawings, conditions of contract and technical specifications for hiring of contractor preparing the tender documents.
- Approval of the design from the concerned controlling departments
- Assisting NEPRA in hiring the contractor as per approved/required works.

**Phase -II of Consultancy (Installation)**

- The Consultant shall, as per Client's agreement with the contractor(s), supervise the installation works (round the clock) with the best professional and consulting standards to ensure the quality as per the approved design with satisfactory & engineering practice.
- Verification of Contractor bills for payment by NEPRA.
- The consultant shall develop standard forms for reporting including receipt of material, testing of materials, details of work done along with measurements, approval of works, variation work etc.
- Assist in liaison between the Client and Contractor.
- Prepare (got prepared)/check "As Built" drawings.
- The Consultant shall carry out detailed final inspection/commissioning of the work/system and shall recommend to the client for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specifications, contract agreement, tender document meeting the best practices.

#### 4. Schedule of Activities and Payments

The consultant shall be required to complete the assignment and receive the payments as per following schedule:-

Stages	Description/Milestones	Mode of Payment	Time Frame
<b>Phase – 1 (Design Phase)</b>			
<b>Stage – I</b>	Preparation of Final Design of the whole sprinkler system as per CDA/NEPRA requirement. (Revised designs will be submitted if required by NEPRA). The approval of the design from concerned CDA department also must be obtained by the Designer.	25 % of approved Consultant Fee. This payment shall be made on completion up to stage-II on recommendation of the Director (Administration)	To be completed within 60 days from the award of the work.
<b>Stage –II</b>	Submission of Tender drawings working drawings, bidding documents, Technical Specifications, General Conditions of Contract, Particular Conditions of the Contract, estimates, BOQ etc for hiring the contractor		
<b>Stage-III</b>	Assist NEPRA in Tender, Evaluation, Prequalification & Hiring of Contractor	10 % of approved Consultant Fee.	
<b>Stage -IV</b>	Award of the work to the Contractor after evaluation of the bids	10 % of approved Consultant Fee	
<b>Stage -V</b>	On completion/commissioning/handing over of the whole system by Contractor.	Remaining 5 % of approved design fee.	

<b>Phase – 2 (Construction Phase)</b>			
<b>Stage-I</b>	Execution and detailed supervision of works	45 % of consultant fee will be paid proportionately in accordance with the value of physical progress achieved by the contractor from time to time. (running bill must not be less than Rs. 100,000)	12 Months (after award of the work to Contractor)
<b>Stage-II</b>	Completion of Maintenance period	5 % of approved consultancy fee on expiry of 12 months defect liability period of contractor.	12 months

**4.1** The consultant's fee payment for phase -1 of consultancy will be in accordance with stages mentioned in schedule of activities and payments given above.

**4.2** Retention money @ 5 % during design phase shall be deducted from each running bill and will be released on completion of stage-II of phase-2 i.e. completion of Maintenance period.

#### **5.0 Bid Price**

The Consultant shall quote a single total **lump sum price** for provision of design as well as detailed supervision services. Performa in this regard is enclosed an **Annex- A- 8**.

#### **6.0 Penalty**

- a. In case the design (Phase-1) is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of 0.1 percent per day of the total consultancy fee for the design phase will be imposed. Delay period due to reasons beyond the control of consultant will not be considered as delayed.
- b. In case the resident supervision (Phase-2) is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of 0.1 percent per day of the total consultancy fee for the Resident Supervision shall be imposed.

#### **7.0 Force Majeure**

For the purposes of this project, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- a. Force Majeure shall not include
  - i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor

- ii. Any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations.
  - b. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
  - c. Force Majeure period, whenever involved will be added in the given time lines of the project.

**8.0 Cost of RFP**

The bidder shall bear all costs associated with the preparation and submission of its bid and the NEPRA will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

**9.0 TYPE OF CONTRACT**

As per PPRA consultancy regulations 2010 a Lump Sum contract will be used

**10.0 PROPOSED DRAFT FORM OF CONTRACT**

A Draft Form of Contract is attached as **Annex- A-9**.

**Document Checklist**

(To be checked and marked by consultant and must be complete in all aspects and as per checklist sequence upon submission of documents)

Sr. No	Documents Required	Check Mark (Yes/No)	Submitted document page number
1	Letter of Application to NEPRA dully filled as per format provided in <b>Annex A-2</b> .		
2	Certificate of registration as consultant with PEC(MEP) and CDA for year 2024.		
3	Copy of Registration with Income Tax Authorities/ FBR.		
4	Copy of income tax returns for the last 3 years and proof of active tax payer.		
5	An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government/Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations.		
6	Bank statements of last 1 year and Bank certificate of good conduct.		
7	Partnership agreement with Pakistani Consulting Firm(s) (in case of foreign Consulting Firm) if any.		
8	Copy of NTN and GST certificate.		
9	Experience of the Consultant/Details of Completed Specific and a general projects dully filled as per format provided in <b>Annex A-3</b> .		
10	Professional qualifications and professional experience of staff dully filled as per format provided in <b>Annex A-4</b> .		
11	Current commitments/projects of the firm (Attach Sheet)		
12	Equipment Software Capabilities dully filled as per format provided in <b>Annex-A-5</b> .		
13	Litigation history (if any) dully filled as per format provided in <b>Annex A-6</b> or Company Certificate		
14	Client satisfaction certificates for the last three relevant experience jobs from the respective clients.		
15	Details of Office in Rawalpindi / Islamabad (Attach Sheet)		
16	Financial bid is attached separately in separate sealed envelope.		
17	Undertaking for Conflict of Interest ( <b>Annex-A-10</b> )		

**\*Note:** Each page of the RFP proposal submitted by the company must be properly numbered and must bear company official seal along with signatures of company representative. Failure to comply may result in disqualification.

Annex A-2 Letter for Application

[Letter head paper of the consultant, or the lead partner,  
Responsible for joint venture/association of firms, including full details  
Of postal address, telephone no., fax no., email, website etc.]

To:-

Hiring of Consultant for Sprinkler System in Basement of NEPRA Tower  
**Director General (Administration), NEPRA**  
**Ataturk Avenue (East) G-/1, Islamabad.**

Sir,

1. Being duly authorized to represent and act on behalf of  
.....(hereinafter “the Consultant”),  
and having reviewed and fully understood all documents as a consultant for provision of  
**Consultancy services for the design and detailed supervision for Installation of Sprinkler  
System in Both Basements of NEPRA Tower**

2. Attached to this letter are copies of original documents defining:

- a. The consultant’s legal status.
- b. The principal place of business.
- c. Minimum/Mandatory requirements, Technical and Financial bids as per NEPRA RFP Document.

3. Your department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from clients.

4. Your department and its authorized representatives may contact the following persons for further information, if required.

- a. Mr.....  
Tele No.....
- b. Mr.....  
Tele No.....

This application is made with full understanding that:-

- a) Application will be subjected to verification of all information submitted for the evaluation.
- b) NEPRA reserves the right to accept or reject any application, cancel the process without any prejudice.
- c) We confirm that we are enclosing all required documents as per format provided in RFP document of NEPRA along with valid photocopies of all other required documents as mentioned in document checklist: **Annex A-1.**
- d) The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail.

<u>Signed</u>	<u>Signed</u>
<u>For and on behalf of</u> <u>(name of consultant)</u>	<u>For and on behalf of</u> <u>(name of consultant)</u>

	<b>To be filled in by Consultant</b>
<b>Name of Consultant Firm</b>	

### Experience of the Consultant/Details of Completed Projects

**Note:-** The followings forms are to be filled in by each consultant for Specific and General Projects as per evaluation criteria **Annex A-7**. Please fill in all requirements and write N.A where not Applicable.

**Specific Project # \_\_\_\_\_**

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project	
5	Total Number of floors in Project/Floor area	
6	Value of the Consultancy Services Provided	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
8	Role of the Consultant i.e. as lead, senior partner, junior partner etc	
9	Date of Award to the Consultant	
10	Name of the Project Contractor	
11	Date of Award to the Contractor	
12	No of Staff provided	
13	Name of JV firms, if any	
14	Date of completion/expected date of completion of the project.	
15	If there are any delays in project? What were the reasons and project cost over runs?*	
16	Any other detail/information*	

\*Use separate sheet for each project

**General Project #**

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of floors in Project	
6	Value of the Consultancy Services Provided in Millions PKR	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
8	Role of the Consultant	
9	Date of Award to the Consultant	
10	Name of the Project Contractor	
11	Date of Award to the Contractor	
12	No of Staff provided	
13	Name of JV firms, if any	
14	Date of completion/expected date of completion of the project.	
15	If there are any delays in project? What were the reasons and project cost over runs?*	
16	Any other detail/information*	

\*Use separate sheet for each project

**Academic and General Qualifications of Staff held with Consultant/Partner(s)**

(To be filled in by Consultant)

<b>Sr #</b>	<b>Name</b>	<b>Designation</b>	<b>Date of Birth</b>	<b>Degree Held</b>	<b>University /Institute</b>	<b>Year of Passing</b>	<b>PEC Registration Number</b>	<b>Name of Current Employer</b>	<b>Total Experience</b>
1									
2									
3									
4									
5									
6									

Note: Please attach separate sheets for number of persons.



## Equipment/Software Capabilities

Name of Consultant:
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Sr. No	Equipment/Software	Name/Number
1.	No. of Computers	
2.	Software under Use for <ul style="list-style-type: none"> <li>• Design</li> <li>• Planning</li> <li>• BOQ &amp; Estimates</li> </ul>	
3.	No of Printers	
4.	No. of Plotters	
5.	Survey Equipment (if any)	

**Litigation History**

Name of Consultant or Partner of a Joint venture:
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Consultants, including each of the partners of JV, should provide information on any history of litigation or arbitration (if any) resulting from projects executed in the last 3 years or currently under execution.

Year	Award FOR or AGAINST Consultant	Name of the Client, cause of litigation, and matter in dispute	Disputed Amount in PKR

If no litigation history in last 3 years then provide a certificate whereby mentioning that the firm or any of its affiliates/partners are involved in any such proceeding either nationally or internationally.

## Evaluation Criteria

Sr. #	Evaluation Requirement	Points
1	<b>Establishment/Registration of Consultant Firm</b> i. 5 x Years & above = 05 points ii. 3 to 4 Years = 04 points iii. Up to 03 years = 03 points  (Documentary evidence must be attached, e.g., PEC (MEP)/CDA along with NTN Registration/SECP etc.)	05
2	<b>Specific Experience.</b> Completed projects of similar nature at least 1 not less than Rs. 20 million project cost in last five years.  2 Points for 1 x project max up to 5  (Completion certificates issued from departments / clients should be attached for claiming points)	10
3	<b>General Experience.</b> Existing General Projects already completed by firm.  1 point for each project, subject a maximum of 5 projects  (Completion certificates issued from departments / clients should be attached for claiming points)	05
4	<b>Current / on-going Projects.</b> Maximum 3 x projects having a worth of Rs. 20 million each or more will be considered for this category.  For each project 2 points max. up to 6 marks)  (Please note that only 3 projects will be considered in this category)	06
5	<b>Academic &amp; General Qualification of Technical Staff</b> <b>i. 1 x Principal Designer</b> <span style="float: right;"><b>Max marks 4</b></span> a. MSc Eng.=04 points b. BSc Eng.=02 points. <b>ii. 1 x Mechanical Engineer</b> <span style="float: right;"><b>Max marks 4</b></span> a. MSc Eng.= 01 points <b>iii. 1 x PM/Resident Engineer</b> <span style="float: right;"><b>Max marks 4</b></span> a. MSc Eng.=04 points b. BSc Eng.=02 points. <b>iv. 1 x Quantity Surveyor/Supervisors</b> <span style="float: right;"><b>Max marks 4</b></span> a. B.Sc, B-Tech = 2 points. b. DAE = 1 Points	16

Sr. #	Evaluation Requirement	Points
6	<p><b>Professional Experience</b></p> <p>i. <b>Principal Designer</b> <span style="float: right;"><b>Max = 7 points</b></span></p> <p>a. Experience up to 10 years and above = 7 points</p> <p>b. Experience 5 to 9 years = 5 points</p> <p>c. Experience 3 to 4 years = 4 points</p> <p>d. Experience less than 3 years = 01 points</p> <p>ii. <b>Mechanical Engineer</b> <span style="float: right;"><b>Max = 05 points</b></span></p> <p>a. Experience above 5 years = 04 points</p> <p>b. Experience 3 to 4 years = 02 points</p> <p>c. Experience less than 3 years = 01 point</p> <p>iii. <b>PM/Resident Engineer</b> <span style="float: right;"><b>Max = 05 points</b></span></p> <p>a. Experience up to 10 years and above = 05 points</p> <p>b. Experience 5 to 9 years 04 points</p> <p>c. Experience 3 to 4 years 02 points</p> <p>d. Experience less than 3 years 01 point</p> <p>iv. <b>Quantity Surveyor/Supervisor</b> <span style="float: right;"><b>Max =06 points</b></span></p> <p>a. Experience up to 10 years and above 06 points</p> <p>b. Experience 5 to 9 years 03 points</p> <p>c. Experience 3 to 4 years 02 points</p> <p>d. Experience less than 3 years 01 point</p>	23
7	<p><b>Office Locations</b></p> <p>i. Islamabad/Rawalpindi 5 points</p> <p>ii. Other cities 0 points</p>	5
8	<p><b>Credit Transactions as per Fresh Bank Statement for last year</b></p> <p>i. 1 Million or above 05 points</p> <p>ii. Up to 0.60 Million 03 points</p> <p>iii. Below 0.60 Million 02 points</p>	5
9	<p><b>Building proposal</b></p> <p>i. Proposed Design and layout 12 Marks</p> <p>ii. Integration with old system 8 Marks</p> <p>iii. Concept paper and detail of design 5 marks</p> <p><b>Note :</b> Perspective consultants will provide proposed design with layout, integration with old system, concept paper and any additional item. The presentation will be provided in hard format as well as in soft form. Time for presenting the proposal if required will be communicated later (if required).</p>	25
<b>Total Points</b>		<b>100</b>

**Note:** Firms must obtain at least 65 out of 100 points in technical evaluation to qualify for opening of financial bids. In addition it may also be noted that securing 50 % marks in item 10 i.e. 12.5 marks is also mandatory to qualify in technical evaluation. Marks less than 12.5 will result in technical disqualification.

**PERFORMA FOR SUBMISSION OF FINANCIAL BID**  
**(Lump sum fee is to be quoted)**

I \_\_\_\_\_ hereby Tender following cost of the services for the work \_\_\_\_\_.

Consultant Fee including supervision fee (round the clock) (PKR)	Taxes (if any)	Total (PKR)

Amount In words:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note:

- i. Lump sum value shall be quoted each phase.
- ii. Financial bid should be inclusive of all applicable Government taxes and the same will be deducted at the time of payment as per GoP Rules.
- iii. Bid should be valid for at least 180 days from last date of submission of bids.

**Name of Consultant:** .....

**Signature:** .....  
 [Seal]

**DRAFT AGREEMENT**

***(To be executed on Rs.100/- Judicial paper)***

THIS Supply and Service Agreement (the “Agreement”) for **Hiring Consultant for Design and detailed Supervision of Sprinkler System in both Basements of NEPRA Tower** is made on this day \_\_\_\_\_ 2024;

By and Between

National Electric Power Regulatory Authority (NEPRA), a statutory body established under Act of parliament (XL of 1996) to regulate the provisions of electric power sector in Pakistan and having its office at NEPRA Building, Ataturk Avenue (east) Sector G-5/1, Islamabad.

(hereinafter referred to as “Client” which expression shall where the context admits include its administrators and assigns) of the One Part And

\_\_\_\_\_ through  
Mr.....  
.... bearing CNIC ..... having place  
of business  
at.....  
.....

hereinafter referred to as “**the Consultant**,” which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as ‘Parties’ and individually as ‘Party’ as the context of this Agreement requires).

WHEREAS

- A. Client is desirous of procuring the services of the Consultant for **Hiring Consultant for Design and detailed Supervision of Sprinkler System in both Basements of NEPRA Tower** (Hereinafter referred to as “**Services**”).
- B. The Consultant is a \_\_\_\_\_ (*details of incorporation*) which represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and is engaged in the business of consultancy and construction and has the requisite expertise and resources to provide top quality of requisite works as per RFP to the Client in accordance with highest industry standards and satisfaction of the Client. The Consultant undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.
- C. Upon the basis of the representations and warranties of the Consultant contained herein, the Client wishes to appoint the Consultant to provide the **Services set out in the Agreement**;

**NOW THEREFORE**, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Consultant hereby agree as follows:

## 1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Consultant agrees to provide the Services **at NEPRA Tower, Islamabad** for design of sprinkler and supervision as per requirements prescribed under **Bidding Documents to this agreement;**

## 2. Agreement Documents

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meaning as defined in the Agreement and documents. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Contract Agreement
- b) Bidding documents
- c) RFP
- d) General conditions of Contract/ Special Stipulations.
- e) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- f) Bid security/ performance Guarantee
- g) Clients order to commence the work.
- h) Limit of Retention Money
- i) Any Correspondence by the Client/Contractor mutually accepted by the Client and the Contractor.

## 3. Term

Upon signing of this Agreement the Consultant shall be obligated to commence work for design of sprinkler system within **07 days** and complete the design **60 calendar days and supervision in 12 months after hiring of contractor.** In case of failure the Client will be entitled to deduct any amount payable to the Consultant and assign the work to any other Consultant at its discretion.

## 4. Termination

4.1 Notwithstanding anything herein contained the Client shall be exclusively entitled to terminate this Agreement

- a. Without advance notice, in case the Consultant is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services;
- b. Without cause, by giving three (03) days advance written notice to the Consultant.
- c. If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents or this Agreement
- d. In case of such termination, the consultant shall only be paid for services actually rendered up to the date of termination, and any advance payment in respect of Services, not performed or in respect of period falling after the effective date of termination shall be refunded by the consultant within seven (07) days.

## 5. Deliverables

### **Phase – 1 of Consultancy (Design Phase)**

- Preliminary Design & Planning after taking inputs of NEPRA
- Complete design package including drawings and specs of the sprinkler.
- Integration of the new system/sprinklers with already installed equipment
- Preparation of engineering estimate, BoQ, working drawings, conditions of contract and technical specifications for hiring of contractor preparing the tender documents.
- Approval of the design from the concerned controlling departments

- Assisting NEPRA in hiring the contractor as per approved/required works.

### **Phase –II of Consultancy (Installation)**

The Consultant shall, as per Client’s agreement with the contractor(s), supervise the installation works (round the clock) with the best professional and consulting standards to ensure the quality as per the approve design with satisfactory & engineering practice.

- Verification of Contractor bills for payment by NEPRA.
- The consultant shall develop standard forms for reporting including receipt of material, testing of materials, details of work done along with measurements, approval of works, variation work etc.
- Assist in liaison between the Client and Contractor.
- Prepare (got prepared)/check “As Built” drawings.
- The Consultant shall carry out detailed final inspection/commissioning of the work/system and shall recommend to the client for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specifications, contract agreement, tender document meeting the best practices.

## **6. Charges**

- 6.1 In consideration of rendition of the **Services** by Consultant the Client shall pay the Consultant, charges as specified in **Annexure-A-8** to the complete satisfaction of the Client As per following schedule. The final payment shall be made on issuance of completion certificate from client i.e NEPRA.

<b>Stages</b>	<b>Description/Milestones</b>	<b>Mode of Payment</b>	<b>Time Frame</b>
<b>Phase – 1 (Design Phase)</b>			
<b>Stage – I</b>	Preparation of Final Design of the whole sprinkler system as per CDA/NEPRA requirement. (Revised designs will be submitted if required by NEPRA). The approval of the design from concerned CDA department also must be obtained by the Designer.	25 % of approved Consultant Fee. This payment shall be made on completion up to stage-II on recommendation of the Director (Administration)	To be completed within 60 days from the award of the work.
<b>Stage –II</b>	Submission of Tender drawings working drawings, bidding documents, Technical Specifications, General Conditions of Contract, Particular Conditions of the Contract, estimates, BOQ etc for hiring the contractor		
<b>Stage-III</b>	Assist NEPRA in Tender, Evaluation, Prequalification & Hiring of Contractor	10 % of approved Consultant Fee.	
<b>Stage -IV</b>	Award of the work to the Contractor after evaluation of the bids	10 % of approved Consultant Fee	

Stages	Description/Milestones	Mode of Payment	Time Frame
Stage -V	On completion/commissioning/handing over of the whole system by Contractor.	Remaining 5 % of approved design fee.	
<b>Phase – 2 (Construction Phase)</b>			
Stage-I	Execution and detailed supervision of works	45 % of consultant fee will be paid proportionately in accordance with the value of physical progress achieved by the contractor from time to time. (running bill must not be less than Rs. 100,000)	12 Months (after award of the work to Contractor)
Stage-II	Completion of Maintenance period	5 % of approved consultancy fee on expiry of 12 months defect liability period of contractor.	12 months

6.3 The consultant's fee payment for phase -1 of consultancy will be in accordance with stages mentioned in schedule of activities and payments given above.

6.4 Final payment will be made after successful completion of services and on recommendations of Director (Administration) and upon issuance of completion certificate.

6.5 All amounts paid to the Consultant as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Consultant.

6.6 All payments to be made by the Client to the Consultant shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Consultant.

#### 7.0 Penalty

- a. In case the design (Phase-1) is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of 0.1 percent per day of the total consultancy fee. Delay period due to reasons beyond the control of consultant will not be considered as delayed.
- b. In case the resident supervision (Phase-2) is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of 0.1 percent per day of the total consultancy fee shall be imposed.

## **8 Invoice**

- 8.1 The Consultant shall submit its Invoice in accordance with the rates/charges specified in **Annexure- A-8** hereto.
- 8.2 The Consultant shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services and fixing at the Client's location.
- 8.3 The Consultant and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its premises. Any losses/damages suffered by the Client due to omission on the part of the Consultant, his staff/employees to abide by this condition shall be the sole liability of the Consultant and it may result in termination of the Agreement by the Client at its sole discretion.

## **9 Earnest/Retention Money**

- 9.1 Earnest money/Bid security of 2% of the bid value is to be attached with the financial bid. A certificate in this regard without mentioning the bid value is to be attached with the technical bid.
- 9.2 Earnest money/Bid security of the successful bidder shall be converted onto retention money.
- 9.3 Retention money @ 5 % during design phase shall be deducted from each running bill and will be released on completion of stage-II of phase-2 i.e. completion of construction period.

## **10 Confidentiality**

The Consultant, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Consultant and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

## **11 Certification:**

The Consultant shall provide a certificate on completion of work that all services have been provided as per civil engineering practices, building codes, CDA bylaws & PEC guidelines.

## **12 Indemnification**

The Consultant shall indemnify and hold harmless the Client, its Chairman, Directors, Member , Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Consultant or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

## **13 Resolution of Disputes**

- 13.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase & Disposal Committee (P&DC) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and binding on both parties (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

## **14 Force Majeure Event**

- 14.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

14.2 For the purpose of this Agreement a “Force Majeure Event” shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement. 12.3 The Party initially affected by a Force Majeure shall promptly but not later than fourteen (14) days following the Force Majeure event notify the other Party of the estimated extent and duration of its inability to perform or delay in performing its obligations (“**Force Majeure Notification**”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

14.3 Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

## 15 **Governing Law**

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

## 16 **Waiver**

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

## 17 **Severability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

## 18 **Amendment**

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

## 19 **Assignment**

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

**20 Annexures**

All annexures of the tender documents i.e. **Annex- A-1 to Annex-A-10** and **Nondisclosure Agreement** are integral part of this Agreement and has to be read and construed as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

<b>For and Behalf of Client.</b>	<b>For and on Behalf of Contractor</b>
By: _____	By: _____
Name: _____	Title: _____
Title: _____	Name : _____
Signature: _____	Signature : _____
Date: _____	Date : _____

Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

CNIC \_\_\_\_\_

CNIC \_\_\_\_\_

## **Non-Disclosure Agreement**

This Non-Disclosure Agreement (this “Agreement”) is made on this the ..... day of .....,2024 by and between:

First Party **National Electric Power Regulatory Authority (NEPRA)**, a statutory body established under Act of parliament (XL of 1996) to regulate the provisions of electric power sector in Pakistan and having its office at NEPRA Building, Ataturk Avenue (east) Sector G-5/1, Islamabad.

and

### **Second Party: Consultant Concerned**

The First Party and the Second Party shall hereinafter be referred to collectively as “the Parties” and each individually as “the Party”.

WHEREAS, the Parties have successfully negotiated and are likely to enter into a working relationship, whereby the First Party shall hire the services of the Second Party for the period .....

WHEREAS, both Parties agree and acknowledge that during the course of the Assignment, the Parties shall become aware of information related to each other’s business, which might fairly be considered to be of confidential nature including, but not limited to, methods, practices and procedures with which the Parties conduct their respective businesses, Internal working, decisions or SOPs which are not Public documents, strategies in dealing with the Operators, Licensees etc, the Know-How, information pertaining to its principals, pricing policy, commercial relationship, negotiations or parties’ projects, affairs, finances or any information in respect of which the parties are bound by an obligation of confidentiality to any third party.

The Consultant/Advisor hereby agrees and acknowledges that:

1. That during the course of consultancy agreement with National Electric Power Regulatory Authority (NEPRA), there may be disclosed and access to confidential and proprietary information of the Authority. This information includes, but is not limited to, licensee lists, contract terms, methods of operation, specifications, know how, and financial information etc.
2. Under the terms this Confidentiality Agreement the Consultant is under an obligation to keep all such information that is disclosed in the course of the consultancy contract with NEPRA, confidential and not to use it to the detriment of the Authority. In particular, you may not use it for, or disclose it to, any new employer.
3. Any unauthorized disclosure or use of the Authority’s confidential information could lead to litigation against you and any new employer. Request is hereby made that you confirm to the undersigned that you have not, and will not, disclose or use any confidential information of the Authority nor will you interfere with the Authority’s existing contractual arrangement.
4. As used in this Agreement, the term “Confidential and Proprietary Information” means all Technical, Financial and/or such information described in paragraphs 1 to 3 above. Confidential Information includes not only the information itself, but also all documents containing such information with regard to the internal working and any and all such information maintained in electronic or other form. For purposes of this Agreement, Confidential Information shall not include any (i) information which is publicly known or (ii) becomes publicly known and made generally available after disclosure the Consultant/Advisor, through means other than breach of obligations under this Agreement.
5. I agree that upon termination of the Consultancy Agreement by the Authority:

- a. I shall return to NEPRA all documents and property of NEPRA, even if not marked “confidential” or “proprietary,” including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to NEPRA, or in any way obtained by me during the course of the Consultancy Agreement. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
  - b. The Authority may notify any future or prospective employer or third party of the existence of this Agreement. The Authority shall be entitled to injunctive relief for any or threatened breach of this Agreement, in addition to all other available remedies, including the recovery of monetary damages.
  - c. This Agreement shall be binding upon me and my personal representatives and successors in-interest.
6. All questions with regard to the interpretation and enforcement of any provision of this Agreement shall be determined by the Authority.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date below:

First Party  For  <b>National Electric Power Regulatory Authority (NEPRA)</b>	Second Party  For  <b>Consultant</b>
---	--

**Witnesses**

Witness 1:  Name: -----  CNIC: -----	Witness 1:  Name: -----  CNIC: -----
Witness 2:  Name: -----  CNIC: -----	Witness 2:  Name: -----  CNIC: -----

**Conflict of Interest**

**Undertaking**

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

- i.* No NEPRA official or employee has an ownership interest in vendor/consultant/designer'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/consultant/designer'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/consultant/designer's company.
- iv.* No NEPRA official or employee is contemporaneously employed or prospectively to be employed with the vendor/consultant/designer.
- v.* Vendor/consultant/designer 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/consultant/designer Name: \_\_\_\_\_

b. Vendor/consultant/designer PhoneNo: \_\_\_\_\_

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/consultant/designer'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/consultant/designer: \_\_\_\_\_

Date: \_\_\_\_\_

CNIC /NTN No: \_\_\_\_\_

**Witness Information:**

1. Name: \_\_\_\_\_

CNIC No.: \_\_\_\_\_

2. Name: \_\_\_\_\_

CNIC No.: \_\_\_\_\_