

Invitation for Prequalification for Procurement of Dry Batteries for UPS(s) Installed in NEPRA through Open Framework Agreement(s)

**Tender No. 15/2025** 

National Electric Power Regulatory Authority NEPRA Tower, Ataturk Avenue (East) G-5/1, Islamabad

Phone: 051-2013200, Fax: 051-9210215

www.nepra.org.pk



# National Electric Power Regulatory Authority (NEPRA)

# Tender No. 15/2025 Invitation for Prequalification for Procurement of Dry Batteries through Open Framework Agreement(s)

National Electric Power Regulatory Authority (NEPRA), a statutory body constituted under Act of Parliament (XL of 1997), for regulating the provisions of electric power sector. NEPRA invites applications from the Firms/Companies/Vendors (having set up at Rawalpindi/Islamabad) for the procurement of **UPS batteries** for NEPRA through **open framework agreement(s)**, meeting the following criteria:

- i)- Registered with Income Tax /Sales Tax Departments.
- ii)- In active taxpayers' list of the FBR.
- iii)- Having minimum Three years relevant experience.
- 2. Pre-qualification/hiring documents, containing detailed terms and conditions, detail of items, method of hiring, procedure for submission of documents, bid security, opening of proposals, evaluation criteria, clarification/rejection of proposals etc. are available for the interested bidders for free of cost at the Office of Assistant Director (Admin), NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad
- 2. Only the hired firms shall be entitled to participate in the procurement proceedings after signing the open framework Agreements with the procuring agency for a period of three (3) years, and the Invitation for call of Quotation will also be sent to the Pre-qualified Applicants subsequently.
- 4. The proposals, prepared in accordance with instructions in the documents must reach at the Office of Assistant Director (Admin), NEPRA Tower Ataturk Avenue (East), G-5/1, Islamabad by **1400 hrs** on **30.09.2025** or before. Proposal will be opened on **same day** at **1430 hrs** in the presence of the bidders, who may choose to be present.
- 5- This advertisement and tender document are also available on NEPRA & PPRA websites at www.nepra.org.pk/tenders and www.ppra.org.pk respectively.

MR. WASIM ANWAR BHINDER
Director General (Administration/HR)
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# SECTION - I

# **Schedule to Tender**

Sr.#	Activity Description	Schedule
1	Tender No.	No 14/2025
2	Pre-Qualification Document (PQD)	PQDs must be submitted to the office of Assistant Director (Admin)
3	Time & Last Date of Depositing PQD	30 <sup>th</sup> day of September, 2025 upto 1400 hrs
4	Time & Date of Opening of Tender Bid	30 <sup>th</sup> day of September, 2025 at 1430 hrs
5	Services to be offered	Suppliers for supply of Batteries for UPS(s) through open framework agreement(s) as per [Annex-I]
6	Period of Contract	3 years from the date of award of contract.
7	Amount of Bid Security to be Deposited	<ul> <li>Rs. 20,000/-; in the form of Pay Order/Call Deposit in favour of NEPRA</li> <li>The original bid security must be submitted to NEPRA office</li> <li>The bid security of the successful bidder will be released upon furnishing the performance security.</li> <li>The bid security of unsuccessful bidders will be released after hiring of bidders.</li> </ul>
8	Amount of Performance Security	<ul> <li>Rs. 50,000/- (In the form of Pay Order/Call Deposit in favour of NEPRA)</li> <li>The Performance Security will be released upon successful completion of the contract period.</li> </ul>

# 1. **INTRODUCTION:**

National Electric Power Regulatory Authority (NEPRA), statutory body constituted under Act of Parliament (XL of 1997), for regulating the provisions of electric power sector in Pakistan.

This Prequalification Document (PQD) enlists the criteria for General Order Suppliers/Companies/Vendors for placement on NEPRA's Panel for supply of batteries through Open Framework Agreement(s). Interested bidders are required to provide information as mentioned vide **Annex-II** of these documents.

#### 2. **OBJECTIVE:**

Enlistment of Suppliers/Distributors/General Order Suppliers/Companies for delivery of all type/rating of <u>Batteries</u> through Open Framework Agreements.

#### 3. SCOPE OF WORK/SUPPLIES:

Delivery of all type/rating of batteries required by NEPRA on recurrent basis; hence, suppliers are required, who can provide same on need/demand basis within seven (7) days of issuance of work order/call-off order.

The interested bidders may visit NEPRA to discuss the quality of supplies.

#### 4. ELIGIBLE BIDDERS:

Only those companies and firms who have valid registration(s) and setup at Rawalpindi & Islamabad can participate. The Income Tax and Sales Tax registration certificates must be attached with the sealed company profiles along-with evidences of relevant works/supplies.

# 5. **ELIGIBILITY CRITERIA**:

# **Mandatory Requirements for Bidders**

Sr. No.	Parameter	Yes	No
i.	Valid NTN and sales tax registration and ATL of FBR		
ii.	Active Filer Status		
iii.	Copy of NTN & STN		
iv.	Having setup/office in Rawalpindi/Islamabad		
v.	Bidder(s) having at least experience of 3 years		
vi.	Litigation History (if any) Annex-III		
vii.	Conflict of Interest (Undertaking) Annex-V		

#### Note:

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

Name of the Bidder:
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o. Undertaking	6.	Undertaking:
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That the information submitted in the PQD is true; whereby, found false or deceptive, NEPRA reserves the right to disqualify the bidder from existing and all of the future biddings as per PPRA Rules.
Seal and Signature of the bidder with date:

#### **General Terms and Conditions**

- 1. Bid Security amounting to **Rs. 20,000**/- (refundable) in the form of Pay Order/ Call Deposit in favour of NEPRA must be attached with the submitted bid(s). No bid will be accepted without the bid security.
- 2. Successful bidder(s) will submit an amount of Rs. **50,000**/-, as Performance Security Deposit (refundable) along with the contract agreement, which will be released only upon successful completion of the contract period.
- 3. Delivery of the batteries through Open Framework Agreement shall be made by the successful bidder(s) at NEPRA Tower without any extra/additional charges within 7 days (or as mentioned) of issuance of call off order/purchase order. In case of non-compliance, Rs. 500/- will be deducted per day from the payable amount.
- 4. The bidder(s) must attach substantial evidence with the bid regarding their registration with FBR for income tax and GST, active tax payer and minimum three years' experience and an affidavit that the firm has not been blacklisted by any Government/Semi Government organization.
- 5. NEPRA shall evaluate the bidding documents in a manner prescribed in advance and may reject any proposal which doesn't conform to the specified requirements.
- 6. For each call off order/purchase order, NEPRA shall call up quotations in sealed envelope as annexed (**Annex-IV**) to this document from the pre-qualified suppliers on its panel and award the work to the supplier who quoted the lowest rates; however, if two or more pre-qualified suppliers quote same rates for either of the job assignments, **the bidder/firm who may provide the required supplies in the shortest possible time, will be given preference**.
- 7. After the pre-qualification, the shortlisted suppliers will have to sign the agreements within 14 days after intimation by NEPRA; otherwise, will be debarred from the right of placement on NEPRA's panel.
- 8. Payment to the selected vendor will be made by NEPRA within two weeks on production of the following subject to deduction of all taxes as per government law:
  - (a) Bill(s) in original
  - (b) Delivery Challan(s)
  - (c) NEPRA Purchase Order(s)
- 9. The bidder himself will be responsible for ensuring that the PQDs submitted is in accordance with the instructions stated herein. Any PQDs not submitted within the prescribed deadline will not be considered / entertained.
- 10. The bidder cannot modify or withdraw his bid after submission.
- 11. NEPRA reserves the right to forfeit the performance security deposit in case of breach of any clause of the contract by the contractor.
- 12. PQD along-with required documents must be submitted by **30**<sup>th</sup> day of **September 2025** before 1400 hrs and will be opened the same day at 1430 hrs in the presence of available participants. Moreover the hard copy of the same documents must also be submitted to the office of Director (Admin/HR).
- 13. NEPRA may on need basis pre-qualify new suppliers or service providers during continuity of framework agreements in terms of Regulation 16(A)(5) of PPRA Rules, with previously pre-qualified suppliers or service providers.
- 14. NEPRA reserves the right to accept or reject all bids as per PPRA rules.
- 15. Bidders are also required to submit the details on the prescribed proforma attached herewith the tender documents for correspondence. Moreover, the bidders are also required to provide complete profile, product line details and names of the clients on bidders approved panel.

#### 16. **Provisional Annual Estimate**

The provisional single unit estimates including description, specification may be provided as per **Annex-I** of this document for ready reference, however, actual supplies/detailed specifications will be demanded on need basis and day to day consumption requirements, irrespective of the quantities mentioned therein.

# 17. **Pre-qualification Criteria**

Pre-qualification will be carried out on the following minimum pass/fail criteria regarding the applicant's general and particular experience, personal and supply capabilities, financial position. The Client reserves the right to waive minor deviations, if they don't materially affect the capability of an applicant to perform the contract.

Sr. No.	Category	Weightage/ Marks
1	Experience Record	50
3	General Capabilities	10
4	Financial Strength/ Compliance	20
	Total:	80

# (1) **Experience Record**:

Credit Marks for experience shall be awarded on the basis of following qualifications:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
	Overall experience of the firms/organizations/vendors/	10	Experience more than 5 years
1	general order suppliers	8	Experience between 4 to 5 years
		5	Experience between 3 to 4 years
2	Delivery of Batteries as general order supplier to government organizations in last five years.	30	3 marks for each completed order of minimum amount Rs.100,000/- Maximum marks 30
3	Enlisted/framework agreement(s) for batteries /general order suppliers at any government organizations	10	5 marks of each agreement/enlistment of government organization

# (2) General Capability

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

Sr. No.	Description	Marks Assigned	<b>Explanation for Marks Obtained</b>
1	Performance Certificates by Major Clients	10	02 marks will be given for each furnished certificate of minimum Rs. 100,000/- supplies.

# (3) Financial Strength/Compliance:

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

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
1	Bank statement of company account for last three years	10	Full Marks will be given to the firm providing Financial Statements and last three year completed project worth at least 1 million a year. However 5 marks will be for half Million per year
2	No Litigation history; Never Blacklisted Certificate; (Proforma of Affidavit is attached as <b>Annex-III</b> )	5	5 points will be given in case affidavit by the company that it has not been black listed is attached.
3	Litigation History in which Decision has been given against the firm(s)	5	In case the firm is involved in any litigation, no marks will be given and 5 points will be added in case affidavit of no litigation is attached.

Note:

- 1- Documentary evidence of each category purchase order must be attached.
- 2- The above data forms can be verified independently by NEPRA and any fabricated statement by the bidder may result in termination of the Contract, forfeiture of pending payments and blacklisting of the Company etc. The proposals without evidence/supporting documents will be rejected. **Minimum marks for qualification/passing are 65%.**
- 18. NEPRA shall prequalify all or up to five (5) bidders meeting the shortlisting criteria but not less than three (3) bidders for the supply of batteries to NEPRA through Open Framework Agreement for a period of three (03) years; whereby, call off orders/work order will be placed as per the specimen attached to this document.

# 19. GENERAL INSTRUCTIONS TO THE BIDDERS

- i. The interested General Order Suppliers/Companies/vendors for supply of batteries through Open Framework Agreement having the requisite registration(s) and a proper setup in Rawalpindi /Islamabad can submit their documents for pre-qualification.
- ii. The interested firms themself will be responsible for ensuring that the PQDs submitted are in accordance with the instructions stated herein. Any proposal not submitted within the prescribed deadline will not be considered/entertained.
- iii. The intended firm cannot modify or withdraw its proposal after submission.
- iv. This Pre-Qualification Process is only for shortlisting the Suppliers/General Order Suppliers/Companies/Vendors for supply of batteries appended as **Annex-I** through Open Framework Agreement on recurring supply basis. A meeting of all the participants will also be held (if necessary) before the finalization of the list of suppliers.

- v. The proposals submitted by the firms shall be evaluated as per the criteria mentioned above for prequalification of General Order Suppliers/Companies/Vendors for placement on NEPRA's Panel as supplier for batteries through Open Framework Agreement(s).
- vi. NEPRA reserves the right to de-list all the Pre-Qualified Suppliers from its panel at any stage as per PPRA Rules.
- vii. In case, any pre-qualified supplier is placed on NEPRA's Panel, it would not confer any right whatsoever for any payment unless they have delivered the supplies as per the purchase order.
- viii. Upon pre-qualification, the supplier(s) shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the designated NEPRA Official.
  - ix. NEPRA reserves the right to cancel/nullify the received quotes on the basis of rates reasonability.
  - x. Each successful bidder will have to submit the conflict-of-interest certificate to NEPRA on the prescribed format placed as along-with the signed Open Framework Contract Agreement as per **Annex-IV**.

# Annex-I

Sr.No.	Battery Rating
1	Dry battery 5Ah
1	Dry battery 7Ah
2	Dry battery 18Ah
3	Dry battery 26Ah
4	Dry battery 38Ah
5	Dry battery 100Ah
6	Dry battery 125Ah
7	Dry battery 200Ah
8	Any Other

# BASIC INFORMATION OF APPLICANT

Pro	spective 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)	ATL Yes or No
	NTN Registration No and STN
(j)	Registration with professional body:
	ails of individual (s) who will serve as the point of contact/Communication for the Bidder's apany:
(a)	Name:
(b)	Designation:
(c)	Address:
(d)	Telephone No
(e)	Cell No
(f)	E-mail address:
(g)	Fax No

Signature & Seal of Authorized Representative

# Affidavit for Non-Blacklisting of Firm

# [PRINT ON STAMP PAPER]

Non-jud	licial stamp paper (with a value of Rs. 100)
	Date:
	AFFIDAVIT
	reby solemnly confirmed and declared that M/s, is declaring on t the Applicant:
>	is not in bankruptcy or liquidation proceedings;
>	has <i>never</i> been declared <i>ineligible/blacklisted</i> 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 <i>conflict of interest</i> 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)
(Signatu	ares of Authorized Rep)
Compar	ny Name

Attestation by Oath Commissioner and/or Notary Public

CALL OFF QUOTATION						
To,						
	Resident Off, ıbad/Rawalpindi.					
Tel:						
Subject: CALL OFF QUOTATION FOR PROCUREMENT OF BATTERIES						
In pursuance of Pre-Qualification Document No. 15/2025 and the Open Framework Contract Agreement between NEPRA and your Company/Firm, the call off order is placed for the supply of following items in terms of relevant documents and contract agreement:						
Sr. No.	Parameter	Qty.	Unit Price without GST	GST	Total Price inclusive of Tax	
1						
2						
3						
4						
5						
Total Price without GST						
Total GST						
Total Price Inclusive of Taxes						
2. You are required to fill in the table above and submit rates within three (03) days of issuance of this call off quotation at the office of <b>Director (Admin/HR)</b> , <b>NEPRA Tower Attaturk Avenue (East)</b> , <b>G-5/1</b> , <b>Islamabad</b> in a sealed envelope.						
Assistant Director (Admin-II/O&M)						
Submission:  I hereby take on to deliver the above quoted products within number of days after receipt of the purchase order from NEPRA.						
					Seal of Bidder Jame of Bidder)	

Date:\_\_\_\_

# **CONFLICT OF INTEREST UNDERTAKING**

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

- i. 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;
- *ii.* No NEPRA official or employee has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- iii. 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.
- iv. 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.
- v. No NEPRA official or employee is contemporaneously employed or prospectively to be employed with the vendor.
- vi. 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.

VII	. 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:
Witne	ess Information:
1.	Name:
	CNIC No.:
2.	Name:
	CNIC No.:

# **Contract Agreement**

No.	Date:
M/s	
Ph:	·
Fax:	
Subject:	Contract Agreement for the Procurement of General Supplier for Batteries at NEPRA  Office
Ref:	Your quotation No dated 2025.
dated	We are pleased to inform you that your documents for general order supplies bearing No 2025 has been accepted for the purchase of batteries by NEPRA for the period of three (3) immenced from signing of this agreement.
2. Spe	cifications of the required batteries will be shared with the call of quotation(s).
3. Terr	ms & Conditions are as under:
Completi purchase	<b>on of Supply/Items</b> : Within 7 days (or as mentioned in the call of quotation) after issuance of order.
items bey	<b>Supply of Items</b> : The NEPRA shall charge a penalty for delay in completion of supply of required ond completion period. After expiry of completion period, In case of non-compliance, Rs. 500/ducted per day from the payable amount.
Specifica	tions:
(i)	All items are to be supplied in accordance with the specification listed in the call of quotation. Items should be brand new, genuine and should not be refurbished or repaired.
(ii)	None of the terms and conditions set forth in the vender's quotation should be in conflict with the above condition.
Inspectio	n: All the items will be inspected by the representative of NEPRA.
	te quoted by your firm, shall be final, inclusive of all taxes and irrevocable, thus no escalation or whatsoever will be allowed.
•	: 100% payment will be made on completion of job/supplies through crossed cheque in the name within 15 days after successful supply of

**Tax Deduction:** All applicable taxes will be deducted 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 procurement 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 through Purchase and Disposal Committee (P&DC) of 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 7 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 contract agreement are acceptable to you then kindly return the enclosed duplicate copy duly signed and stamped as a token of your acceptance.
- 5. Prompt delivery will be appreciated.

	Director General (Administration)	
Copy to:		
Addl. Director General (Finance), NEPRA		
M/s conditions and we accept every aspect of the same.	have read and understood the terms &	
	Signature & stamp of the selected vendor	