

Tender Document No. : NEECA/Admin/2024-25/06

**PROCUREMENT OF IT
SOFTWARES**



National Energy Efficiency and Conservation Authority

NEECA Building

G-5/2, Islamabad

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Table of Contents

| | |
|--|-----------|
| SECTION-I: INVITATION TO BIDS..... | 5 |
| SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)..... | 7 |
| 2.1. INTRODUCTION | 7 |
| 2.1.1 <i>Scope of Bid</i> | 7 |
| 2.1.2 <i>Source of Funds</i> | 7 |
| 2.1.3 <i>Eligible Bidders</i> | 7 |
| 2.1.4 <i>Eligible Goods and Services</i> | 10 |
| 2.1.5 <i>Cost of Bidding</i> | 10 |
| 2.1.6 <i>One person one bid</i> | 10 |
| 2.1.7 <i>Work Plan/Deputation Plan</i> | 11 |
| 2.2. THE BIDDING DOCUMENTS | 11 |
| 2.2.1 <i>Content of Bidding Documents</i> | 11 |
| 2.2.2 <i>Clarification of Bidding Documents</i> | 12 |
| 2.2.3 <i>Amendment of Bidding Documents</i> | 13 |
| 2.3. PREPARATION OF BIDS | 14 |
| 2.3.1 <i>Language of Bid</i> | 14 |
| 2.3.2 <i>Bid Form</i> | 14 |
| 2.3.3 <i>Bid Prices</i> | 14 |
| 2.3.4 <i>Bid Currencies</i> | 14 |
| 2.3.5 <i>Documents Establishing Bidder's Eligibility and Qualification</i> | 14 |
| 2.3.6 <i>Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</i> | 15 |
| 2.3.7 <i>Bid Security</i> | 17 |
| 2.3.8 <i>Period of Validity of Bids</i> | 18 |
| 2.3.9 <i>Format and Signing of Bid</i> | 18 |
| 2.3.10 <i>Minimum Wage rates/all applicable taxes</i> | 19 |
| 2.4. SUBMISSION OF BIDS..... | 19 |
| 2.4.1 <i>Sealing and Marking of Bids</i> | 19 |
| 2.4.2 <i>Deadline for Submission of bids</i> | 19 |
| 2.4.3 <i>Late Bids</i> | 20 |
| 2.4.4 <i>Modification and Withdrawal of bids</i> | 20 |
| 2.5. OPENING AND EVALUATION OF BIDS | 20 |
| 2.5.1 <i>Opening of bids by the Procuring Agency</i> | 21 |
| 2.5.2 <i>Confidentiality</i> | 22 |
| 2.5.3 <i>Clarification of bids</i> | 22 |
| 2.5.4 <i>Preliminary Examination</i> | 23 |
| 2.5.5 <i>Examination of Terms and Conditions; Technical Evaluation</i> | 24 |
| 2.5.6 <i>Correction of Errors</i> | 24 |
| 2.5.7 <i>Conversion to Single Currency</i> | 25 |
| 2.5.8 <i>Post-Qualification & Evaluation of Bids</i> | 25 |
| 2.5.9 <i>Contacting the Procuring Agency</i> | 26 |
| 2.5.10 <i>Grievance Redressal</i> | 26 |
| 2.6. AWARD OF CONTRACT | 27 |
| 2.6.1 <i>Notification of Award</i> | 27 |
| 2.6.2 <i>Performance Guarantee</i> | 27 |
| 2.6.3 <i>Signing of Contract/ Issuance of Purchase Order</i> | 28 |
| 2.6.4 <i>Award Criteria</i> | 28 |
| 2.6.5 <i>Procuring Agency's Right to Vary Quantities at Time of Award</i> | 29 |
| 2.6.6 <i>Procuring Agency's Right to Accept or Reject All bids</i> | 29 |
| 2.6.7 <i>Re-Bidding</i> | 29 |
| 2.6.8 <i>Corrupt or Fraudulent Practices</i> | 29 |
| 2.6.9 <i>Quantity and volume of the goods to be considered in mind</i> | 34 |
| SECTION-III. TECHNICAL SPECIFICATIONS..... | 35 |
| 3.1. TECHNICAL SPECIFICATIONS | 35 |
| SECTION-IV: BID DATA SHEET..... | 36 |

| | |
|---|-----------|
| A. INTRODUCTION | 36 |
| B. BIDDING DOCUMENTS | 36 |
| C. BID PRICE, CURRENCY, LANGUAGE AND COUNTRY OF ORIGIN..... | 37 |
| D. PREPARATION AND SUBMISSION OF BIDS | 37 |
| E. OPENING AND EVALUATION OF BIDS | 38 |
| F. BID ELIGIBILITY CRITERIA..... | 38 |
| G. AWARD OF CONTRACT | 40 |
| SECTION-V: GENERAL CONDITIONS OF CONTRACT | 41 |
| 1. DEFINITIONS..... | 41 |
| 2. APPLICATION..... | 42 |
| 3. COUNTRY OF ORIGIN..... | 42 |
| [WHERE APPLICABLE]..... | 42 |
| 4. STANDARDS..... | 42 |
| 5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY..... | 42 |
| 6. PERFORMANCE GUARANTEE..... | 42 |
| 7. INCIDENTAL MATERIAL..... | 43 |
| 8. PAYMENT..... | 44 |
| 9. PRICES..... | 44 |
| 10. CHANGE ORDERS..... | 44 |
| 11. CONTRACT AMENDMENTS..... | 44 |
| 12. ASSIGNMENT..... | 44 |
| 13. SUB-CONTRACTS | 44 |
| 14. DELAYS IN THE SERVICE PROVIDER’S PERFORMANCE..... | 45 |
| 15. LIQUIDATED DAMAGES..... | 45 |
| 16. TERMINATION FOR DEFAULT..... | 45 |
| 17. FORCE MAJEURE | 47 |
| 18. TERMINATION FOR INSOLVENCY | 47 |
| 19. TERMINATION FOR CONVENIENCE | 48 |
| 20. RESOLUTION OF DISPUTES | 48 |
| 21. GOVERNING LANGUAGE..... | 48 |
| 22. APPLICABLE LAW | 48 |
| 23. NOTICES..... | 49 |
| 24. TAXES AND DUTIES..... | 49 |
| SECTION-VI. SPECIAL CONDITIONS OF CONTRACT | 50 |
| SPECIAL CONDITIONS OF CONTRACT | 50 |
| 1. <i>Definitions (GCC Clause 1)</i> | 50 |
| 2. <i>Performance Guarantee (GCC Clause 7)</i> | 50 |
| 3. <i>Incidental Materials (GCC Clause 7)</i> | 50 |
| 4. <i>Payment (GCC Clause 8)</i> | 51 |
| 5. <i>Prices (GCC Clause 9)</i> | 51 |
| 6. <i>Liquidated Damages (GCC Clause 15)</i> | 51 |
| 7. <i>Resolution of Disputes (GCC Clause 20)</i> | 51 |
| 8. <i>Governing Language (GCC Clause 21)</i> | 51 |
| 9. <i>Applicable Law (GCC Clause 22)</i> | 52 |
| 10. <i>Notices (GCC Clause 23)</i> | 52 |
| SECTION-VII. SCHEDULE OF REQUIREMENTS | 53 |
| 7.1 SCHEDULE OF REQUIREMENTS..... | 53 |
| SECTION-VIII: SAMPLE FORMS | 54 |
| 8.1 BID FORM | 55 |
| 8.2 BIDDER’S JV MEMBERS INFORMATION FORM (IF APPLICABLE)..... | 58 |
| 8.3 BIDDER PROFILE FORM..... | 59 |
| 8.4. GENERAL INFORMATION FORM..... | 60 |
| 8.5. AFFIDAVIT | 61 |
| 8.6. PERFORMANCE GUARANTEE FORM | 62 |
| 8.7. TECHNICAL BID FORM..... | 63 |
| 8.8. CONTRACT FORM..... | 64 |

8.9. FINANCIAL BID FORM/PRICE SCHEDULE..... 65
8.10. BID SECURITY FORM..... 66
8.11. INTEGRITY PACT67
SECTION IX- CHECK LIST68

Section-I: Invitation to Bids

BIDDING DOCUMENTS FOR THE PROCUREMENT OF IT SOFTWARE

1. Bids on Item / unit basis (Under Close Framework agreement) are invited from Bidders i.e., firms/companies/sole proprietor, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc.). The bidders should submit bids as per single stage two envelope procedure.
2. All bids must be accompanied by a Bid Security of PKR 500,000/-, as mentioned in the Table below, in the name of “**National Energy Efficiency and Conservation Authority (NEECA)**”, and in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Late bids shall be rejected.
3. **The complete bids must be submitted to the office as per the following schedule and Details:**

| | |
|--|--|
| Address | Assistant Director (Admin) National Energy Efficiency & Conservation Authority (NEECA) NEECA Building , G-5/2 Islamabad |
| Bid Submission Date & Time (Deadline) | 28th April 2025 @ 11:30 AM |
| Bid Opening Date & Time | 28th April 2025 @ 12:00 PM |

4. **The Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the deadline at office address mentioned above.**
5. Bidding Documents are immediately available after date of publication. National Energy Efficiency and Conservation Authority (NEECA) will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from National Energy Efficiency and Conservation Authority (NEECA)’s website www.neeca.gov.pk and website of Public Procurement Regulatory Authority www.ppra.org.pk

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Section-II: Instructions to Bidders (ITB)

Note: - All the procurement procedures shall be conducted in accordance with Public Procurement Authority Rules -2004. In case of any conflict between the provision of this document and PPRA Rules- 2004, the later shall prevail.

2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of **IT Software's** as specified in the Section-IV Bid Data Sheet (BDS) and Section VII-Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet has got the requisite funds. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to all suppliers i.e., association of firms/companies/sole proprietor registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc.), except as provided hereinafter.
 - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.

- v) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.

- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.

- a) Have controlling shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representative for purposes of this E-bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xii) A Bidder may be ineligible if –

- (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of PPRA Rules, 2004
- (f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 19

of PPRA Rules 2004.

(g) The firm, supplier or contractor is blacklisted/ debarred by any international organization.

- xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.
 - i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in this bidding document, and all expenditures made under the contract will be limited to such goods and related services.
 - ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
 - iii) The origin of goods and services is distinct from the nationality of the Bidder.

2.1.4. Eligible Goods and Services

2.1.5. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

- i) As per Rule Public Procurement Rules 2004, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.1.7. Work Plan/Deputation Plan

- i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form
 - (m) Technical Bid Form
 - (n) Contract Form
 - (o) Financial Bid Form / Price Schedule
 - (p) Performance Guarantee Form

- (q) Check List
- (r) Integrity Pact

- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPRA Rules 2004, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through Registered Address.
- iii) The Procuring Agency will within **three (03) working** days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than **seven (07) days** prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.

2.2.3. Amendment of Bidding Documents

- iv) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.
 - v) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS.
- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, not later than three (3) days, and on equal opportunity basis as per PPRA Rules 2004 as the case may be.
 - ii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing addenda.
 - iii) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g., email that secures record of the content of subject communication.
 - iv) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per PPRA Rules 2004, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

- 2.3.1. Language of Bid**
- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 2.3.2. Bid Form**
- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the services etc. to be provided.
- 2.3.3. Bid Prices**
- i) The Bidder shall indicate on form 8.9 the unit prices (where applicable) of the goods it proposes to supply under the contract.
- ii) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies**
- i) Unit Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- 2.3.5. Documents Establishing**
- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to

Bidder's Eligibility and Qualification

Bid and its qualifications to perform the contract if its bid is accepted.

- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
 - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bidding documents, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the BDS.

{However, the procuring agency may also opt to ask for samples after submission of technical bids (where required)}
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till **thirty (30) days** from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and

conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.

- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the bidding documents following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.7. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque Amounting to Rs PKR 200,000/- valid for Thirty (30) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later.**
- iv) Any bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than **Thirty (30) days** after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPRA Rules 2004, which shall take precedence, and is as under:

The financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.

- vi) The successful Bidder’s Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-19 of PPRA Rules 2004 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder’s consent to an extension of the period of validity (as per rules). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Minimum Wage rates/all applicable taxes

- i) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

2.4. Submission of bids

2.4.1 Sealing and Marking of Bids

- i) The complete Bids must be submitted to NEECA office before closing date.

2.4.2 Deadline for Submission of bids

- i) Bids must be submitted on the Mentioned Address of NEECA Office no later than the time and date specified in the Bid Data Sheet.
- ii) The Procuring Agency may, at its discretion and as per rules, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

- i) Bids will not be accepted after closing time. The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of Bids.
- ii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of bids

- i) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- ii) No bid may be modified after the deadline for submission of bids.
- iii) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPRA Rules-2004), pursuant to the ITB Clause 2.3.7 (vii).
- iv) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- v) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened until the specified time of their opening.
- iv) Technical bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- vi) No Bid will be rejected at the time of Bid opening except for late Bids, pursuant to **2.4.3 (i)**.
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a late bid, the Bid price if applicable.

- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded and shared to all bidders.

2.5.2. Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rules of PPRA.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of bids or award decisions may result in the rejection of its bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.

2.5.3. Clarification of bids

- i) As per rules of PPRA 2004, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

2.5.4. Preliminary Examination

- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so email in electronic forms that provide record of the content of communication.
 - i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
 - ii) Arithmetical errors will be rectified on the following basis: -
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
 - iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 22), **Taxes and Duties** (GCC Clause 24) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements, and Eligibility Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7**.

**2.5.7. Post-
Qualification &
Evaluation of Bids**

- i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the eligibility criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.9 to be decided by the Procuring Agency which must include clear cut instruction regarding closed framework inclusive of prevailing taxes, duties, fees etc.

2.5.8. Contacting the Procuring Agency

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e., **10 days before the contract is awarded**. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so Registered address.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.9. Grievance Redressal

- i) As per Rules of PPRA 2004, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its complaint to the department, against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rules, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its complaint on the Procurement, against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rules and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a complaint to the department, concerning his grievances **not later than ten (10) days after the announcement of the Final evaluation reports**. In case of

single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance **within five (05) days of announcement of the technical evaluation report**. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining / receiving grievance petitions from the prospective bidders (if any).

- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

2.6.2. Performance Guarantee

- i) **Within fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI)** from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Penalty Charges on Late Submission of Performance Security: If the Contractor delays provision of Performance Security **fifteen (15) days** of the issuance of notification of award /

Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond **fifteen (15) days** of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

- iii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPRA Rules 2004. After that, the Procuring Agency may decide to retain the amount equivalent to the percentage of Performance Security from the Contractor's payment, may terminate the Contract and award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time or call for new bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in PPRA Rules 2004.

2.6.3. Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its E-bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under PPRA Rules 2004, where the Procuring Agency requires formal signing of contract, **within fifteen (15) days of issuance of the notification of Contract award/Letter of Intent (LOI)**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, PPRA 2004.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under rules of PPRA 2004, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be responsive and has been determined to be the lowest evaluated bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the estimated quantity of goods and services specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of PPRA Rules 2004.

2.6.6. Procuring Agency's Right to Accept or Reject All bids

- i) As per PPRA Rules 2004, the Procuring Agency reserves the right to accept or reject all bids or proposals (and to annul the bidding process) at any time prior to the acceptance of any bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the bids under rules, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, eligibility criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices**i) Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding, PPRA Rules may kindly be referred.

2.6.9. Quantity and volume of the goods to be considered

- i) While quoting the rate in a contract, the Bidder must consider the following facts:
 - a. Certain volume and quantity of the goods as prescribed in Bid document.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

3.1. Technical Specifications

Any material, technology, and features mentioned in the technical specifications of IT Software's being solicited through this bidding document, are for reference only and the bidders may quote any other equivalent specifications.

| Sr No. | Description | Licenses QTY / Duration | Quoted Item (s) (Make & Model) | Offered Specification(s) | Description (Minimum Specifications) |
|--------|---|-------------------------|--------------------------------|--------------------------|--------------------------------------|
| 1 | MS Office 365 Family | 03 12 Months | | | |
| 2 | Power BI Premium | 01 12 Months | | | |
| 3 | GitHub Team | 01 12 Months | | | |
| 4 | Click Up (Business) 10 Users | 01 12 Months | | | |
| 5 | Hootsuite Professional | 01 12 months | | | |
| 6 | Canva | 01 12 months | | | |
| 8 | iStock (Premium) | 01 12 months | | | |
| 9 | Video Scribe (Plus) | 01 12 months | | | |
| 10 | Adobe Illustrator | 01 12 months | | | |
| 11 | Quick Books (Advance) | 01 12 months | | | |
| 12 | Social Promotion (this amount will be used for promotion on social media) The cost will be used over the period of 12 months | Nil 12 months | | | |

Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| A. Introduction | | |
|---|-------------------|---|
| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
| 1. | 2.1.1 | <p>Name of Procuring Agency: National Energy Efficiency & Conservation Authority (NEECA)</p> <p>The subject of procurement is: IT Software's</p> <p>Commencement date for delivery of Goods/Services: Within Five (05) Days after Intimation letter/Purchase Order by the Procuring Agency</p> <p>Subsequent to the issuance of Letter of Intent (LOI)/ Notification of Award, Purchase Orders may be issued by the Procuring Agency under the closed Framework Contract.</p> |
| 2. | 2.1.2 | <p>Financial year for the operations of the Procuring Agency: 2024-25</p> <p>Name of Project/ Grant (Development or Non-Development): Non-Development</p> <p>Name of financing institution: NEECA</p> <p>Name and identification number of the Contract: N/A</p> |
| 3. | 2.1.3 (v) | <p>Maximum number of members in the joint venture, consortium or association shall be: [N/A]. J.V. form 8.2 should be followed. (NOT APPLICABLE)</p> |
| B. Bidding Documents | | |
| 4. | 2.2.1 | <p>The address for clarification of Bidding Documents is:</p> <p>PRIMARY CONTACT</p> <p>Mr. Ali Ata Hashmi</p> <p>Assistant Director (Admin)</p> <p>Email: ad.admin@neeca.gov.pk</p> <p>Ground Floor, NEECA Building, G-5/2 Islamabad, Pakistan.</p> |
| 5. | 2.2.2 | <p>Pre-Bid Meeting:</p> <p>Pre bid Meeting will be conducted on 16th April 2025 at 12 PM.</p> <p>NEECA Building , G-5/2 , Islamabad</p> <p>(All the queries must reach in written or through email before pre-bid meeting)</p> |
| 6. | 2.2.3 | <p>The Bid submitted should contain one original.</p> |
| C. Bid Price, Currency, Language and Country of Origin | | |
| 7. | 2.3.1 | <p>Language of the Bid: English</p> |

| | | |
|--|------------------|---|
| 8. | 2.3.2 | The price quoted shall be fixed in PAK RUPEES inclusive of all applicable taxes and duties, on DDP destination basis. |
| 9. | 2.3.3 & 2.3.4 | The price quoted shall be fixed in PAK RUPEES inclusive of all applicable taxes and duties. The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid. |
| 10. | 2.3.5 | Bid validity period after opening of the Bid is: <u>NINETY (90)DAYS.</u> |
| D. Bids Submission | | |
| 11. | 2.4.1 | The complete Bids must be submitted to the office of the National Energy Efficiency and Conservation Authority (NEECA) |
| 12. | 2.4.2 | The deadline for bid submission is: 28th April 2025 @ 11:30 AM |
| 13. | 2.5.1 | Time, date/ Month/ Year, and place for bid opening. 28th April 2025 @ @ 12:00 PM National Energy Efficiency and Conservation Authority (NEECA) NEECA Building , G-5/2 Islamabad 051-9209025 |
| 14. | 2.5.2 | Amount of Performance Guarantee is: <u>3% OF THE CONTRACT AMOUNT</u> The amount of the Bid Security is : Rs 300,000/- (Five Hundred Thousand Rupees) in favor of National Energy Efficiency and Conservation Authority |
| E. Opening and Evaluation of Bids | | |
| 15. | 2.5.3 | The Bid opening shall take place at: National Energy Efficiency and Conservation Authority (NEECA) NEECA Building , G-5/2 Islamabad 051-9209025 |
| 16. | 2.5.4 | The currency that shall be used for Bid evaluation is: PAK RUPEES |
| F. Bid Eligibility Criteria | | |
| 17. | 2.5.5 | Criteria to Bid eligibility is mentioned in bidding document. |

ELIGIBILITY CRITERIA:**Technical Bid = 60 (Passing marks are minimum 70% i.e. 42 out of 60)****Financial Bid = 40****Suppliers who qualify for technical bid will be entertained for financial bidding.**

| The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing. The Bid/Proposal which do not conform to the Technical Specifications or Tender Document conditions or the Bid/Proposal from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected. The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria: | | |
|--|---|---------------|
| Category | Description | Points |
| Legal (Mandatory) | Valid Income Tax Registration *Registered for at least last three (03) years; | 10 |
| | Valid Sales Tax Registration (Status = Active with FBR) | 10 |
| | Single Undertaking covering following aspects: i. The Bidder (Bidder Name) is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or Autonomous Body anywhere in Pakistan. ii. The Bidder (Bidder Name) shall comply with the Terms & Condition mentioned in Tender Document, i.e. (All terms & conditions and qualification requirements listed anywhere in this Tender The documents have been satisfactorily vetted). iii. The Bidder (Bidder Name) shall comply with the Delivery Schedule & Execution Schedule as per Tender Document. iv. The offered Goods/Services (all items) comply to the minimum Technical Specifications mentioned in Annexure – A of Tender Document. Product a. Technical Brochure that should include specific make and model with clarity of offered specifications must be enclosed with the bid (where applicable) | 15 |
| | Authorization Certificate from the principal / manufacturer / OEM = 15 Reseller = 5 | 15 |
| Experience (Mandatory) | Worth of projects similar in nature that includes Software Licenses etc., in last three (03) years. (Verifiable through relevant purchase orders / contracts) | 10 |

Note:-

- Verifiable documentary proof for all above requirements is required. Bid/Proposal will be evaluated and awarded on the basis of these verifiable proofs. Bidder must include checklist for above requirements in their Bid/Proposal.

G. Award of Contract

| | |
|-------|--|
| 2.6.2 | The Performance Guarantee shall be: <u>3% OF THE CONTRACT AMOUNT</u> |
| 2.6.2 | <p>The Performance Security (or guarantee) shall be in the form of: Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque;</p> <p>Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.</p> <p>The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.</p> <p><u>Penalty Charges on Late Submission of Performance Security</u> If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.</p> |

Section-V: General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services including Provision of software and other such obligations of the Service Provider covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.
- (l) "Bid" means bids (separate financial and technical) to be submitted by bidders.

- 2. Application** 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules.
[where applicable] 3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of PPRA Rules, shall be followed.
- 4. Standards** 4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.
- 5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.** 5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.
5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.
5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors.
- 6. Performance Guarantee** 6.1. **Within fifteen (15) days of issuance of the notification of Contract award/Letter of Intent (LOI)**, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB. Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of

services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.

Penalty Charges on Late Submission of Performance Security:

If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. As per PPRA Rules, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) **a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or**
- (b) **Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque.**

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

7. Incidental material

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

[If required and decided by the Procuring Agency]

- 8. Payment**
- 8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
- 8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.
- 8.3. As per PPRA Rules, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.
- 8.4.** The currency of payment is **PAK RUPEES**.
- 9. Prices**
- 9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by the procuring agency}.
- 10. Change Orders**
- 10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.
- 10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in any case, the overall impact of the change should not violate any provision of PPRA Rules 2004.
- 11. Contract Amendments**
- 11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 12. Assignment**
- 12.1. The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
- 13. Sub-contracts**
- 13.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such

notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

13.2. Subcontracts must comply with the provisions of GCC Clause 12.

14. Delays in the Service Provider's Performance

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPRA Rules.

16. Termination for Default

16.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or

- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Rules 2004.

“Corrupt practices” in respect of procurement process, shall be as given in PPRA Rules 2004:

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into

allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

18. Termination for Insolvency

18.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or

- remedy which has accrued or will accrue thereafter to the Procuring Agency.
- 19. Termination for Convenience**
- 19.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.
- 20. Resolution of Disputes**
- 20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per PPRA Rules 2004 and in accordance with Arbitration Act-1940.
- 21. Governing Language**
- 21.1. The Contract shall be written in the language specified in SCC. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 22. Applicable Law**
- 22.1. The Contract shall be interpreted in accordance with the laws of Islamabad (Pakistan) unless otherwise specified in SCC.

23. Notices

23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and Duties

24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

24.2 The Service Provider shall maintain ACTIVE taxpayer status with Federal board of Revenue (FBR) throughout the contract period.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: **National Energy Efficiency & Conservation Authority**

GCC 1.1 (h)—The Procuring Agency's country is: **Islamabad , PAKISTAN**

GCC 1.1 (i)—The Supplier is: **AWARDEE**

2. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per PPRA Rules 2004 , the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **3% OF THE CONTRACT AMOUNT**

Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.

The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

Penalty Charges on Late Submission of Performance Security

If the Contractor delays provision of Performance Security **fifteen (15) days** of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond **fifteen (15) days** of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided are:

4. Payment (GCC Clause 8)

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided: *[to be decided by the Procuring Agency as per PPRA Rules -2004]*

- 100% payment will be made after completion of the delivery & acceptance of all ordered services by the Purchaser.

Payment may be made in Pak. Rupees in the following manner: *(to be decided by the Procuring Agency)*

- (i) **Running Bill modality,**
- (ii) **Treasury Cheque, or**
- (iii) **Cross Cheque**

5. Prices (GCC Clause 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted.

6. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate: **one-half (0.5) percent of the Contract Price per week**

Maximum deduction: **ten (10) percent of the Contract Price**

7. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per PPRA Rules 2004, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

8. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: **ENGLISH**

9. Applicable Law (GCC Clause 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the Islamabad (Pakistan):

10. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency’s address for notice purposes: **PROCURING AGENCY ADDRESS**

—Supplier’s address for notice purposes: **AWARDEE’S ADDRESS**

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as days stipulates a delivery date which is the date at which delivery is required.

The purchase order can be in the form of Paper, Email, or generated electronically through NEECA's portal.

All items must be delivered within 30 days after issuance of the Purchase Order.

Section-VIII: Sample Forms

8.1 Bid Form

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with the Technical Bid, in case of Single Stage Two Envelope Procedure.

Date: _____

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of [number] days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is:

- Original Bid Form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- All the forms relevant to the Technical and Financial Bids (clearly indicated on each form)
- Original of Bid Security instrument
- All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

- e) Any other document required by the procuring agency not inconsistent with PPRA Rules 2004.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

- a) Original Bid Form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original Bid Security instrument
- d) Any other document required by the procuring agency not inconsistent with PPRA Rules 2004.

Financial bid includes the following: -

- a) Price Schedule / Financial Form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- b) Original Bid Security Form along with Copy of Bid Security instrument
- c) *Any other document required by the procuring agency not inconsistent with PPRA Rules 2004.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of service provider | Amount and Currency |
|--------------------------------------|---------------------|
|--------------------------------------|---------------------|

| | |
|--|--|
| | |
|--|--|

| | |
|--|--|
| | |
|--|--|

| | |
|-------------------------|--|
| (if none, state "none") | |
|-------------------------|--|

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

Dated this _____ day of _____ 20 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2

Bidder Profile Form

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Technical Bid

| Sr.# | Particulars |
|------|------------------------------|
| 1. | Name of the company: |
| 2. | Registered Office: |
| | Address: |
| | Office Telephone Number: |
| | Fax Number: |
| 3. | Contact Person: |
| | Name: |
| | Personal Telephone Number: |
| | Email Address: |
| 4. | Local office if any: |
| | Address: |
| | Office Telephone Number: |
| | Fax Number: |
| 5. | Registration Details: |

a) Audited Financial Statement Attachment/Income Tax Return (Last 03 years) – or as applicable per the eligibility criteria

| | |
|-----|----|
| Yes | No |
|-----|----|

b) Details of Experience (Last 03 Years) – or as applicable per the eligibility criteria

| (i) | Similar Project (Agency/Department) | Item Name |
|------|--|-----------|
| | | |
| | | |
| | | |
| (ii) | Value of total Projects/Tenders/POs | Amount |
| | | |
| | | |
| | | |

c) Staff Detail and last month Payroll – If applicable per the Eligibility criteria

| | |
|-----|----|
| Yes | No |
|-----|----|

8.4.

General Information Form

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Technical Bid

| | Particulars | | | |
|-------------------------|-------------|--|----------------------------------|--|
| Company Name | | | | |
| Abbreviated Name | | | | |
| | | | | |
| National Tax No. | | | Sales Tax Registration No | |
| | | | | |
| PRA Tax No. | | | | |
| No. of Employees | | | Company's Date of | |
| | | | Formation | |
| | | | | |

*Please attach copies of NTN, GST Registration, Professional Tax Certificate

| | | | |
|----------------------------------|--|------------------------|--|
| Registered Office Address | | State/Province | |
| City/Town | | Postal Code | |
| Phone | | Fax | |
| Email Address | | Website Address | |

8.5. Affidavit

- *To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner or on the Official Letter-head.*
- *To be attached with Technical Bid*

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Islamabad deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not blacklisted from any Department.
- (ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.)
- (iii) The firm certify the correctness of information.
- (iv) The firm is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department.
- (v) The firm comply with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF _____" procurement of the following:

1. **[Please insert details].**

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.7.

Technical Bid Form

- *Item names must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.*
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Technical Bid.*

| Sr. No. | Description | Offered Compliance to Section – III & Section – VII |
|---------|-------------|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Stamp & Signature of Bidder _____

8.8.

Contract Form

THIS AGREEMENT made on the _____ day of _____ 20 between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency's Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

8.9. Financial Bid Form/Price Schedule

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Financial Bid.*

| Sr. No. | All Names of Items & Description | Unit price (inclusive of all taxes & duties etc.) |
|------------|----------------------------------|---|
|------------|----------------------------------|---|

Note:

- (i) In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- (ii) A bid not compliant to the taxes (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.
- (iii) Price for the Optional Items, where required, should be quoted separately in the Financial Proposal.

Stamp & Signature of Bidder _____

8.10.

Bid Security Form

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *Bid Security Amount will be amounting to Pkr 300,000/- in favour of National Energy Efficiency and Conservation Authority (NEECA)*
- *Copy of the Bid security instrument must be submitted with the financial proposal,*
- **Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the Bid Submission deadline at:**
Assistant Director (Admin) , NEECA building , G-5/2 , Islamabad

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **thirty (30) days** after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature]

8.11. INTEGRITY PACT

- To be signed by the awardee

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of the Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:

Signature:

[Seal]

Name of Contractor:

Signature:

[Seal]

Section IX- Check List

- The provision of this checklist is essential prerequisite along with submission of Bid.
- Please fill **(YES, NO, N/A)** or **“Check Mark”** the relevant columns, and attach this Checklist on top of the Technical Proposal.

| Sr. No. | Description/Documents | Technical Proposal | Financial Proposal |
|---------|--|--------------------|--------------------|
| 1 | Joint Venture (JV) Agreement and Bidder s JV Member information as per form 8.2 (if applicable) | | |
| 2 | Original Bid Security Instrument (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque). | | |
| 3 | Original Bid form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped. | | |
| 4 | Bidder Information Form (as per form 8.3 of Bidding documents) on letter head of the firm, duly signed and stamped. | | |
| 5 | General Information Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped. | | |
| 6 | Copy of Active Registration with Income Tax Authorities - National Tax Number (NTN) | | |
| 7 | Copy of Active Registration with Sales Tax Authorities (STRN) | | |
| 8 | Proof of Supplier Registration on EPADS | | |
| 9 | Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/-. (i) The firm is not blacklisted from any Department. (ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) (iii) The firm certify the correctness of information. (iv) The firm is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department. (v) The firm comply with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document. | | |
| 10 | Technical Bid Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped. | | |
| 11 | Authorization Documents/Certificates/Licenses/Facilities/Equipment etc. , as per the Eligibility Criteria | | |
| 12 | Relevant Past Experience Documents , as per the Eligibility Criteria, on letter head of the firm, duly signed and stamped. | | |
| 13 | All required samples have been/to be submitted to <i>[name of the Procuring Agency/Department/Team]</i> or attached with the Technical Proposal. | | |
| 14 | Financial Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm, duly signed and stamped. | | |
| 15 | Bid Security Form (as per form 8.10 of Bidding documents) | | |
| 16 | Copy of Bid Security Instrument (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque). | | |

Stamp & Signature of Bidder _____