

CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED (CPPA-G)



Request For Proposal

Document No. 3946-50

SERVICES CONTRACT REGARDING
ENTERPRISE RESOURCE PLANNING (ERP) SUPPORT SERVICES OF ORACLE EBS

OFFICE OF THE CHIEF INFORMATION OFFICER (CIO) Shaheen Plaza, A-K Fazal-e-Haq Road, G-7/2, Islamabad Tel. No. 051-9216950, 051-9216948

1



Table of Contents

1.	Introduction3
2.	Instructions For Proposal Preparation5
3.	Submission Of Bid 6
4.	Late Bid6
5.	Rights Reserved By The Cppa-G7
6.	Scope Of Work7
7.	Proprosal Evaluation Criteria11
8.	General Terms And Conditions
9.	Acceptance Criteria Of Deliverables14
10.	Payment Terms
11.	Consignee
12.	Failure And Termination
13.	Preliminary Examination
14.	Bid Security
15.	Forfeiture Of Security Bond/Guarantee (Performance Bond)
16.	Force Majeure
17.	Laws Governing The Contract



REQUEST FOR PROPOSALS (RFP) CPPA-G /ERP/ 2022

For Support of Oracle E-Business Suite in Central Power Purchasing Agency Guarantee Limited (CPPA-G)

- Last Date & Time for Submission of Technical and Financial Bids: 20th September, 2022 at 11:00 AM
- Date & Time for Opening of Technical Bids: 20th September, 2022 at 11:30 AM
- Opening Date & Time of Financial Bids: Technical responsive firms shall be informed to participate in the opening process of financial bids with date and time.
- The bidding documents can be downloaded from www.cppa.gov.pk; however, cost of tender document is PKR 1000/- (non-refundable) that will be deposited by potential bidders in CPPA-G Imprest Account. Account Title: 'Central Power Purchasing Agency (Guarantee) Limited' Account No. 3057606195, National Bank of Pakistan, Super Market, Corporate Branch, F-6, Islamabad. The bidders will present original receipt of tender document fee, deposited, along with sealed technical and financial bids.

Central Power Purchasing Agency Guarantee Limited (CPPA-G) is hereby requesting proposals from firms having expertise in support (onsite) of Oracle E-Business Suite in CPPA-G office situated in Islamabad. A firm fixed price type of contract is anticipated to be awarded.

In order to be responsive, proposals must include:

- All documentation as required in different clauses below.
- Meet the specifications as laid out in Scope of work.
- Submission by hardcopy to CPPA-G, Shaheen Plaza, A-K Fazal-e-Haq Road, G-7/2, Islamabad on or before the closing date/time. In case there is need to submit electronic data it should be submitted in CD or USB to above mentioned address.

1. INTRODUCTION

1.1 CPPA-G OVERVIEW

In 2009, the GoP decided to create an independent company to perform the market functions and accordingly the Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) was incorporated in 2009 in order to take over the CPPA of NTDC's existing market operation functions. CPPA-G is now responsible for the complete spectrum of the market operation functions necessary for the efficient administration of the Single Buyer, the Single Buyer Plus and the wholesale electric power markets.

The GOP's main objectives for doing so were:

- 1. The introduction of a new cash flow management system consistent with envisaged sector restructuring.
- 2. Improved fiscal discipline, i.e., DISCOs' ability to honor debts, especially those arising from new investments, and to attract further investments for the sector that will result in credibility of sector operations.
- 3. The introduction of measures to improve the power supply-demand balance, while ensuring a reasonable quality of service.
- 4. Paving the way toward the next phase of market reform, i.e., competitive trading bilateral contract power market and retail market.



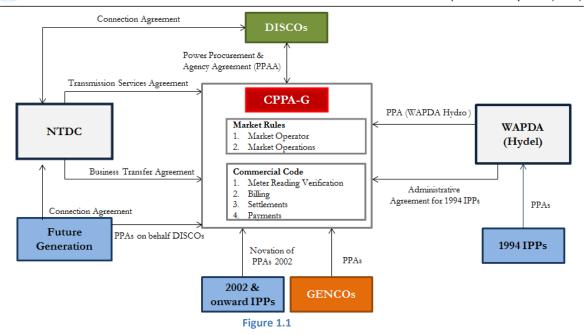
In addition to its function as a market operator, CPPA-G is to act as the sole agent of DISCOs and purchaser of capacity and energy from the Generation Companies, apart from Small Power Producers or other Generators, which have decided to contract bilaterally with the Distribution Companies, and to settle the energy and capacity taken by the Distribution Companies.

The functions, operations and responsibilities of CPPA-G assigned under the Market Operation Registration, (Standard and Procedure) Rules (Market Rules) and Commercial Code may be further prescribed by NEPRA but presently include the following:

- 1. In accordance with the Grid Code and the Commercial Code:
 - I. Settlement and development of competitive power market from CPPA-G of NTDC and to carry on these functions and business.
 - II. Procurement of electric power on behalf of the DISCOs, including import of power from other countries.
 - III. Generation invoice verification on the basis of meter reading or dispatch scheduling report and terms of the respective PPAs.
- IV. Billing DISCOs based on the meter readings per delivery points procedures.
- V. Payment from the DISCOs and settlement to the Market Participants.
- VI. Management of cash flow, treasury management and other relevant banking functions for purposes of collection and disbursement.
- 2. Administration, maintenance and implementation of the Commercial Code and supervision of compliance by Market Participants, including the billing, settlement and payment procedures per the Commercial Code.
- 3. Updating, implementing, administering and enforcing the Commercial Code in relation to the Market Rules.
- 4. Collecting information and statistics and publishing reports and information relating to the performance of the Market Operator administered market.
- 5. Administering the development of and amendments to the Commercial Code for submission to NEPRA for approval.
- 6. Developing and implementing competitive power markets based on policies guidelines of the Federal Government and/or requirements of NEPRA.
- 7. Liaising with other bodies having market functions similar to the Market Operator or administering competitive power markets.

Figure (1.1) illustrates the envisaged contractual arrangement of CPPA-G.





2. INSTRUCTIONS FOR PROPOSAL PREPARATION

2.1 GENERAL INSTRUCTIONS

- The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (b) 'Single stage - Two Envelop procedure'.
- 2. A firm fixed price type of contract is anticipated to be awarded.
- 3. Bidders shall provide proposals directly in their own name to CPPA-G under the terms and conditions hereunder.
- 4. Proposals shall concisely address the Scope of Work specifications as they are presented. Proposals not meeting the Scope of Work specifications may be rejected.
- 5. Proposals received after the deadline will not be considered.
- 6. Bidders shall submit proposals in response to this solicitation in English with all prices stated in Pak Rupees. (PKR) and provide the details as per Annexure C.
- 7. Bidders may submit modifications to their proposals at any time before the solicitation closing date and time. For any conversion to Pak Rupees, the US Dollar exchange rate of the State Bank of Pakistan on the RFP's closing date is to be considered for all calculations. The contract will be awarded to a Pakistani firm, all payments will be made in Pak Rupees.
- 8. As per the software requirements, shall the bidder intend to propose software licenses including Operating System (OS), Bidder must attach the Manufacturing Authorization Form (MAF) from Principal, listing all the products/ software licenses. Any bid without this MAF shall be considered as non-complaint to RFP and will be disqualified.
- 9. The bidder shall provide a company registration certificate, valid income tax registration certificate, sales tax registration certificate and professional tax registration certificate.



- 10. The bidder should explain if any fault logging procedure/mechanism is already in place. The firm must be able to define a guaranteed response time after a complaint is lodged.
- 11. If any team member assigned to the project leaves before the project ends, the contractor will provide proof of the termination to CPPA-G and equivalent skill set replacement will be provided with written approval to CPPA-G within two weeks from the date of original resource's departure. In case of any delay in achieving any milestone or deliverable due to change in contractor's team structure, the liquidated damages will be imposed as per Section 8.5 of the RFP.

2.2 BIDDING PROCEDURE

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: Two Envelope Procedure

- 1. The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;
- 2. The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion;
- 3. Initially, only the envelope marked as "TECHNICAL BID" shall be opened at O/o Chief Information Office, CPPA-G, Shaheen Plaza, 73 A West, Fazlul Haq Road, Blue Area, Islamabad on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.
- 4. The envelope marked as "FINANCIAL BID" shall be retained in the custody of CPPA-G without being opened;
- 5. The CPPA-G shall first establish the "Eligibility" and then evaluate the technical Bid conforming the compliance of the offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
- 6. During the technical evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 7. The "FINANCIAL BIDS" of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period;
- The Financial Bid of ineligible and/or technically nonresponsive bidders shall be returned unopened to the respective bidders subsequent to the announcement of "Bid Evaluation Report" (BER); and
- 9. The bid found to be the lowest financial & technically responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

3. SUBMISSION OF BID

Potential Bidder(s) must submit 02 separate copies of technical and financial bids marked as "ORIGINAL" and "COPY".

Bids may be submitted to the undersigned in SEALED ENVELOPS i.e. technical and financial separately at the address given below on 20th September, 2022 at 11:00 AM. Technical proposals of the bids submitted will be open publicly on the same date at 11:30 AM.

4. LATE BID

Bidder will himself be responsible for ensuring that his bid is submitted in accordance with the instructions



stated herein. Any bid submitted after the deadline prescribed for submission of the bids will not be considered even if it becomes late as a result of circumstances beyond the bidder's control.

5. RIGHTS RESERVED BY THE CPPA-G

- 1. CPPA-G may, in its sole, unfettered discretion, reject any or all proposals without assigning any reason and without thereby incurring any liability to a prospective bidder or to any other person.
- CPPA-G may, in its sole, unfettered discretion, withdraw, annul, suspend or cancel the RFP or the bidding process without thereby incurring any liability to a prospective bidder or to any other person.
- 3. CPPA-G under the terms of this RFP, CPPA-G may, in its sole, unfettered discretion, reject any or all proposals without thereby incurring any liability to a prospective bidder or to any other person if it determines that, whether due to any reason, the interests of CPPA-G are compromised or adversely affected.
- 4. CPPA-G reserves the right to modify the bidding documents at any time prior to the deadline for submission of bids, on the request of the prospective bidders for any clarification or at its own initiative, for any reason. This amendment shall constitute part of the biding documents. In order to afford the prospective bidders a reasonable time to take the amendments into account in preparing its bid, CPPA-G may at its discretion extend the deadline.
- 5. If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, the CPPA-G reserves the right to debar the bidder from bidding prospectively for a period to be decided by CPPA-G and take any other action as may be deemed necessary.
- CPPA-G reserves the right to accept or reject offers as per PPRA rules. The offer received incomplete
 or not in accordance with the terms and conditions/specifications as laid down in the tender
 document will not be entertained. Bid offered is likely to be ignored if;
 - I. The tender is unsigned.
 - II. It is received after the time and date fixed for its receipt.
 - III. Offer is ambiguous or conditional.
- 7. Further, CPPA-G shall have the right to cancel or amend the tender process at any time without assigning any reason, prior to finalization of the bidding process. Without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by CPPA-G at its sole discretion. However, any amendment would be communicated to prospective bidders well in time.
- 8. The decision of CPPA-G in all matters will be final and binding on all bidders participating in this bid.

6. SCOPE OF WORK

The Central Power Purchasing Agency Guarantee (CPPA) is seeking the services of a service provider to provide the on-site support services for the implemented modules of Oracle e-Business suite and Purchase of Power (POP) module (a customized application within the framework of OAF) at CPPA-G (as described in the Scope of Work section) for smooth running of CPPA-G's day to day business. The Support services will broadly include comprehensive support, maintenance and development for the improvements in the existing scope of Oracle E-Business Suite and POP application. Key elements of this solution include, without limitation:

On-Site Oracle E-Business Suite & POP administration support required resources detail:

- i. On-Site Technical Consultant (Financials)
- ii. On-Site Technical Consultant (HRMS)
- iii. On-Site Technical Consultant (Oracle Application Framework)
- iv. On-Site Technical Consultant (Oracle APEX)
- v. On-Site Functional Consultant (Oracle Financials)



vi. On-Site Functional Consultant (Oracle HRMS & Payroll and Custom Applications)

6.1 SUPPORT RESOURCES QUALIFICATION, KNOWLEDGE AND EXPERIENCE

The following matrix outlines the desired experience for each resource.

Resource Category	No of Experts	Minimum Experience	Minimum Qualifications / Knowledge		
On-Site Technical	01	4 years –	Bachelor's Degree (BSCS minimum)		
Consultant		relevant	Must have done at least Two ERP Implementation		
(Oracle			Good Knowledge of back-Office Processes		
Financials)			Minimum 2 years of 'full cycle' experience in managing		
			large scale projects in Oracle Applications (e-Business Suite)		
			 Experience in business analysis in extracting requirements for the external stakeholders, internal business representatives, and software development teams. 		
			Hands-on experience in Managing Traceability Metrics to ensure requirements are being developed and tested against relevant work streams		
			Development experience in BI Publisher Reports, Interfaces, Customizations and Extensions		
			 Familiarity with Oracle applications implementation methodology (AIM) 		
			SQL, PL/SQL, Java, and JSP, JDeveloper, Developer 10g/11g, Workflow Builder, OA Framework, Discoverer, Apex 18/19		
			Personalization technical documentation		
			Deep Workflow development experience		
			Good familiarity about all modules (GL, AP, AR, FA, CM)		
			of EBS Financials family in functional and technical table structures aspect.		
			Should have strong grip on functional and technical document writing with good verbal and non-verbal communication skills.		
On-Site Technical	01	4 years –	Bachelor's Degree (BSCS minimum)		
Consultant		relevant	Must have done at least two ERP Implementation		
(Oracle HRMS &			Good Knowledge of back-Office Processes		
Payroll)			Minimum 2 years of 'full cycle' experience in managing large scale projects in Oracle Applications (e-Business Suite)		
			 Experience in business analysis in extracting requirements for the external stakeholders, internal business representatives, and software development teams. 		
			Hands-on experience in Managing Traceability Metrics to ensure requirements are being developed and tested		
			against relevant work streams		
			Development experience in BI Publisher Reports, Interfaces Customizations and Extensions		
			 Interfaces, Customizations and Extensions Familiarity with Oracle applications implementation methodology (AIM) 		
			SQL, PL/SQL, Java, and JSP, JDeveloper, Developer 10g/11g, Workflow Builder, OA Framework, Discoverer,		
			Apex 18/19		



Resource Category	No of Experts	Minimum Experience	Minimum Qualifications / Knowledge
		•	 Personalization technical documentation Deep Workflow development experience Good familiarity about all modules (HRMS, Payroll, Self Service etc) of EBS Human Capital Management family in functional and technical table structures aspects. Should have strong grip on functional and technical document writing with good verbal and non-verbal communication skills.
On-Site Technical Consultant (Oracle Application Framework)	01	4 years — relevant	 Bachelor's Degree (BSCS minimum) Must have done at least two ERP Implementation Good Knowledge of back-Office Processes Minimum 2 years of 'full cycle' experience in managing large scale projects in Oracle Applications (e-Business Suite) Experience in business analysis in extracting requirements for the external stakeholders, internal business representatives, and software development teams. Hands-on experience in Managing Traceability Metrics to ensure requirements are being developed and tested against relevant work streams Development experience in BI Publisher Reports, Interfaces, Customizations and Extensions Familiarity with Oracle applications implementation methodology (AIM) SQL, PL/SQL, Java, and JSP, JDeveloper, Developer 10g/11g, Workflow Builder, OA Framework, Discoverer, Apex 18/19 Personalization technical documentation Deep Workflow development experience Good Hands-on expertise on EBS OAF Framework and JDeveloper development. Should have strong grip on functional and technical document writing with good verbal and non-verbal communication skills.
On-Site Technical Consultant (Oracle Application Express)	01	2 years — relevant	 Bachelor's Degree (BSCS minimum) Must have completed at least one ERP Implementation Good Knowledge of back-Office Processes Minimum 1 years of 'full cycle' experience in managing large scale projects in Oracle Applications (e-Business Suite) Experience in business analysis in extracting requirements for the external stakeholders, internal business representatives, and software development teams. Hands-on experience in Managing Traceability Metrics to ensure requirements are being developed and tested against relevant work streams Ability to deliver modern elegant web applications using a combination of APEX and JavaScript. Oracle SQL / Oracle PL/SQL programming experience.



Resource	desource Minimum			
Category	No of Experts	Experience	Minimum Qualifications / Knowledge	
On-Site	02 (One for	4 years –	 Experience in managing web page layouts with APEX templates and themes. Relational Data modeling. Knowledge of web application usability trends. HTML5 / CSS knowledge. APEX Plug-in development. Experience integrating REST APIs into APEX applications. Web application security / Data security. Familiarity with Oracle applications implementation methodology (AIM) SQL, PL/SQL, Java, JSP and Apex 18/19 Personalization technical documentation Should have strong grip on functional and technical document writing with good verbal and non-verbal communication skills. Bachelor's Degree (BSCS minimum)/ MBA/ ACCA/ CA/ CMA Inter/ M COM or relevant degree 	
Functional Consultant	(One for Oracle Financials (GL, AR, AP, CM, FA) and One for Oracle (HRMS & Payroll and OAF based Custom Applications))	relevant for each Functional Resource	 CMA Inter/ M.COM or relevant degree Must have hand on experience of Oracle Financials/ Oracle HRMS modules. Must have strong knowledge about Setups of Oracle Financials and Oracle HCM modules. Should have Understanding and knowledge of Integration of Oracle modules Must have completed at least two ERP Implementation Good Knowledge of back-office processes Minimum 2 years of 'full cycle' experience in managing large scale projects in Oracle Applications (e-Business Suite) and managing full life cycle of design and testing phases of Oracle Financials and HCM. Able to Evaluate customer's business requirements, needs and objectives and transform same to company processes, solutions and modules being implemented. Develop training manuals and provide necessary trainings and presentations to users. Provide necessary support for Financials/ HCM & Payroll modules and Custom Applications. Manages the end users transition through the implementation lifecycle, working closely with both the end users and the technical team. Composes Business Requirement Document (BRD), Project Plans, and Implementation Timelines. Maintain log for the issues highlighted by the users. 	

Note: The bidder must provide the resumes of each resource as per Annexure A and also provide their certificate of availability as per Annexure B.

6.2 CPPA CURRENT ENVIRONMENTS

Details of systems and infrastructure available at CPPA are described below. The following table – Technology Environment, identifies current technology standards for CPPA.

Technology	Current Standard
Servers and Peripherals	



Technology	Current Standard
Database	Oracle 12C
Server OS	Oracle Linux 7.3
Desktop OS	Oracle Linux 7.3
Server Hardware	DELL POWEREDGE R730 & R740
Data Storage	DELL EQUALOGIC PS 4210
Data Storage	DELL Storage SCv 3020
Server Virtual Environment	Yes (On VM Ware & SangFor)
Network Devices and Peripherals a	at CPPA Data Center
Core Switch	CISCO 3850
Core Routers	CISCO ISR 4351
CISCO Firewall	CISCO ASA 5515x
Data Center at CPPA HQ	
Cooling System	4 Ton Floor Mounted (02)
Power System	Liebert
UPS System	Liebert
Environmental Monitoring System	Yes
Access Control system	Yes
Generator + ATS Panel	Yes
Fire Suppression/Alarm System:	Yes
Network Devices and Peripherals a	at CPPA HQ offices/Buildings
Ethernet Access Switch	CISCO 2960X
Wireless Access point	TP-Link, RUCUS

6.3 APPLICATION ENVIRONMENT

The following table – Application Environment, identifies all the relevant business and operation applications that CPPA operates. The table also identifies the contractor, version, number of users and integration points.

Application	Vendor	Version	Users	Employee
Finance (GL, AR, AP, CM, FA)	Oracle	R12	30	
Core Human Resources & Payroll	Oracle	R12		300
Purchase of Power (POP) an OAF	Oracle			
based Customized Application	Oracle			

7. PROPROSAL EVALUATION CRITERIA

Proposals will be evaluated as per the evaluation criteria below CPPA-G for compliance with administrative requirements, previous experience of similar projects by the bidder, technical capacity, the qualifications of the personnel for the project, and prices. CPPA-G may contact a bidder's previous clients and may obtain any information related to other projects that the bidder has executed. CPPA-G may contact any bidder for clarification or additional information, but bidders are advised that CPPA-G reserves the right to make decisions based solely on the information provided with the proposals. CPPA-G may but is not obligated to conduct additional negotiations prior to issuance of a Contract.

Mathematical errors will be corrected in the following manner:

1. If a discrepancy exists between the total price proposed and the total price resulting from multiplying the unit price by the corresponding amounts, then the unit price will prevail and the total price will be corrected.



- 2. If there were a discrepancy between the numbers written out in words and the amounts in numbers, then the amount expressed in words will prevail.
- 3. If the bidder does not accept the correction, the offer will be rejected.

7.1 EVALUATION OF TECHNICAL PROPOSALS

The technical proposals will be evaluated by a technical evaluation committee using the criteria shown below. When evaluating the competing proposals, CPPA-G will consider the written technical/capability information provided by the Bidders, and or any other information obtained by CPPA-G through its own research.

The criteria listed below are presented by major category, so that Bidders will know which areas require emphasis in the preparation of their proposals. Bidders should note that these criteria serve as the standard against which all-technical information will be evaluated and serve to identify the significant matters which Bidders should address. At least **35 points (70%) out of total 50 points** are required to qualify technically. The points are assigned for technical evaluation according to the following technical evaluation criteria:

#	Factor	Points
Со	mpany Profile	
А	Demonstration of Partnership association certificate with a minimum of six years with the Principal as Gold/Platinum Partner in mandatory. Partnership status at the time of submission of proposal. (Gold=3, Platinum=5) (Documentary proof is required)	5
В	Demonstration of Annual sales turnover of at least \$2 million per year in each of the last three financial years. Audited reports of last three years should be presented.	5
С	Office Location at Islamabad (Head Office=5, Branch Office=3)	5
ER	P Implementation Experience	ı
D	Number of implementations of Oracle ERP based projects (Only one project by one client will be considered). Attach the list of ERP Clients with Appropriate References and Completion Certificate (hard copy) should also be attached with proposal.	20
	Each Project = 5 Points	
	Number of implementations of Oracle ERP based projects in Public Sector companies (Only one project by one client will be considered and projects used in Point 'D' will not be considered in Point 'E').	
E	Attach the list of ERP Clients with Appropriate References and Completion Certificate (hard copy) should also be attached with proposal.	5
	Each Project = 2.5 Points	
	Experience related to development of customized forms, workflows using OAF/ADF framework and Integration with EBS. (Only one project by one client will be considered).	
F	Attach the list of ERP Clients public/private with Appropriate References and Completion Certificate (hard copy) should also be attached with proposal.	10
	Each Project = 5 Points	
	Total Maximum Points	50



7.2 EVALUATION OF COST PROPOSALS

The lowest financial bid of technically responsive bidders will be accepted.

8. GENERAL TERMS AND CONDITIONS

CPPA-G intends to award a contract resulting from this solicitation to the eligible and responsible Bidder whose proposal represents the best value after evaluation in accordance with the factors in the solicitation. Bidders should note the following:

- CPPA-G is not obligated to make an award or to pay for any costs incurred by the Bidder in preparation
 of a proposal in response hereto. Without limiting the generality of the foregoing, CPPA-G is not
 obligated to pay for any costs incurred by the Bidder in preparation of a proposal in response hereto,
 or otherwise compensate the Bidder, if CPPA-G rejects any or all proposals or if it withdraws, annuls,
 suspends or cancels the RFP or the bidding process.
- 2. CPPA-G intends to evaluate bids and award a contract without discussions with Bidders (except clarifications). Therefore, the Bidder's initial bid should contain the Bidder's best terms from a cost or price and technical standpoint. CPPA-G reserves the right to conduct discussions and/or to establish a competitive range and conduct discussions with multiple bidders if CPPA-G later determines discussions to be necessary.
- 3. Successful bidder will have to furnish 5% of the contract value as Security Bond/Guarantee (performance bond) in shape of Demand Draft or Bank Guarantee in favor of the office entering into said contract valid for the contract period starting from the date of signing contract. The same shall be released after expiry of the contract. The contracting officer will have the right to forfeit the security Bond/Guarantee (performance bond).
- 4. Payment to the successful bidder will be made as per the schedule given as per clause "Payment Terms".
- 5. In the event the Contractor fails to provide the services as required in the section "Scope of Work" the Liquidated Damages (LD) will be deducted on pro-rata basis against each resource cost. The LD will be deducted as per the following formulae:

Per day resources cost = Invoice amount as per quarterly invoice / Total number of days in a quarter

Each resource per day cost = Per day resources cost / Total number of resources (as per Section #6.1)

Liquidated Damages = Each resource per day cost x Total number of days resource not available

The above criteria of LD will apply if the contractor fails to provide a substitute resource against the resigned or absent resources.

- 6. CPPA-G reserves the right to monitor the Contractor's progress, and to ensure that the Contractor and its officially nominated personnel team shall be available for regular weekly meetings to discuss the support issues and a progress report will be shared with the CPPA-G on weekly basis.
 - If it appears that a milestone will be missed, a letter of cure will be issued to the Contractor by CPPA-G that may order Contractor to field more teams or increase the number and qualifications of staff to resolve the requirement. If this efficiency measure is required, any costs associated with additional resources will be funded by the bidder within the ceiling cost of the contract.
- 7. CPPA-G will monitor the quality of work performed by the Contractor using an agreed methodology at time of award. If the quality of work is inadequate, CPPA-G reserves the right to order the Contractor to redo work judged to be of insufficient quality, at the sole cost of the Contractor and liquidated charges will be applied.
- Exchanges/Discussions with bidders after receipt of a proposal do not constitute a rejection or counteroffer by CPPA-G.



- 9. CPPA-G may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if CPPA-G determines that the lack of balance poses an unacceptable risk.
- 10. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 11. Unsuccessful bidders will be notified as soon as possible following an award or the establishment of the competitive range.
- 12. For purposes of this request for proposal, the definition of Customization is RICE (Reports, Interfaces, Conversions and Extensions) components, New Form Development, Forms Personalization etc. and database objects (Tables, Views, Procedure, Functions, Packages etc.) will be compatible and functional with the ERP scope of work.
- 13. The contractor shall not change any of the proposed team members without the written approval of CPPA-G throughout the lifecycle of the project and if any change is required then replacement will be provided with the same level of skill set as defined in Section 6.1 of this RFP. Three or more changes will result in a penalty of 2% of the contract value.
- 14. CPPA-G shall bear no liability to any Bidder, or any person based on any act or omission related to or in connection with or arising out of this RFP or otherwise.
- 15. The bidders will submit bid bond 2% in the form of Bank Draft or CDR, WAPDA Bearer Bond/Non-Judicial Stamp Paper in favor of Chief Executive Officer CPPA-G along with the financial bid. However, the bidder will attach a certificate with technical bid that bid bond, without mentioning amount, has been attached with financial bid. The bid security from any insurance company will not be acceptable in any case and bid will be liable to rejection.
- 16. The purchaser will preliminary examine the bid 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.
- 17. Joint Venture of companies is not allowed.
- 18. Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not blacklisted by any Government (Federal, Provincial or Local) or a public-sector organization. respective bidder has read CPPA-G's blacklisting SOP and have no objection being trailed in case of forged document provide/ breach of contract (as per Annexure-D is mandatory).
- 19. The Proposal shall be for the period of two (2) years, however CPPA-G may have the right to reduce the support period for one (1) year or may extend the support period for further one (1) year after the completion of two (2) years depending on the performance of contractor.

9. ACCEPTANCE CRITERIA OF DELIVERABLES

The review mechanism for deliverables will be as follows:

1. The contractor will submit Issue Log with all closed Issues of the quarter as deliverable to CPPA-G.

All acceptances by CPPA-G will be given in writing, by the Chief Information Officer CPPA-G and/or their nominee. The acceptance criteria for deliverables are as follow:

- 1. The Contractor will submit issue log with all closed issues to CPPA-G for verification.
- 2. After verification of issue log, deliverable acceptance request (with verified issue Log) will be submitted to CPPA-G.
- 3. CPPA-G will issue a formal acceptance of the deliverables against the request of contractor.

10.PAYMENT TERMS

A tentative Payment Plan is as follow:



1. Support Cost will be made after the acceptance of deliverables as per the following:

Deliverable / Phase Output	Payment Terms
Issue Log with all issues closed for each	25% of Annual contract cost to be paid
quarter.	quarterly at the end of each Quarter

10.1 CHARGES AND PAYMENTS

- 1. The amount payable for the supply of the services will be as detailed above. General Sales Tax, if applicable on this supply of services, will be payable by the CPPA-G, at the rate applicable at the time of invoice.
- 2. The successful bidder shall invoice the CPPA-G for the Services supplied in accordance with the Payment terms as above and on completion of quarter (for which a phase completion certificate will be issued by CPPA-G). Payment will become due 30 days following receipt of the invoice.
- 3. Subject to any agreed variations or change requests, the price specified in the contract is the total charge to the CPPA-G.
- 4. If any tax exemptions, reductions, allowances or privileges may be available to the contractor in Pakistan, CPPA-G shall use its best efforts to enable the supplier to benefit from any such tax savings to the maximum allowable extent.
- 5. In case the federal or provincial government or any other competent authority levies any new/additional taxes, charges, surcharges, fees, duties, etc. or withdraws any exemptions that directly or indirectly affect the quoted/contracted price, the same shall be added to the overall quoted price accordingly to be paid by CPPA-G to the successful bidder.
- 6. After completion/acceptance of the phases, successful bidder will invoice which will be due for payment within 30 days of the date of filing the payment application on production of following documents:
 - Bill for the claim due, approved by the Chief Information Officer CPPA-G and pre-audited by office of Chief Financial Officer CPPA-G.
 - II. Phase completion/acceptance certificate issued by Chief Information Officer CPPA-G or his authorized representative.
 - III. Confirmation of The Chief Information Officer CPPA-G about acceptance of Performance Bond in case of the first claim and acceptance of renewal of Performance Bond if it is expired at any stage till the completion of project.
 - IV. Inspection/Acceptance Certificate issued by CPPA-G.
 - V. GST amount as per law will be deducted at the time of making payment as per FBR rules.
 - VI. Professional Tax Paid Certificate by the firm.
 - VII. The successful bidder in its invoices shall also give an undertaking that in case of omission of any deductible amount, CPPA-G's claim at any later stage (through pre-audit or post audit) shall be acceptable to you.
 - VIII. While raising invoice for the material supplied or service delivered, the successful bidder shall vividly mention the account number as well as the name of the bank and branch enabling Office of CFO to release payment thereof accordingly.
 - IX. Non-payment certificate.

11.CONSIGNEE

O/o Chief Information Officer, CPPA-G CPPA-G, Shaheen Plaza, Plot 73-A West, Fazlul Haq Road Blue Area, Islamabad Tel. No. 051-9216950, 051-9216948



12. FAILURE AND TERMINATION

- 1. If bidder fails to deliver the services in accordance with the agreed upon terms, the purchaser shall be entitled at his option either;
 - I. To deducted Liquidated Damages (LD) same as defined in General Terms and Conditions.
 - II. Hold up the use of other Services/deliverables, liquidated damages shall be levied on the total value of the Contract.
 - III. The recovery of liquidated damages mentioned above can be affected from any payment due to you from any unit of CPPA-G/DISCOs/GENCOs/NTDC/WAPDA, or
 - IV. To purchase services from elsewhere without notice to you at your risk and cost, the services not delivered, without cancelling the contract in respect of the consignment not yet due for delivery.
 - V. To cancel the contract at your risk and cost;

In the event of action being taken under (II) or (III) above, you shall be liable for any loss which the purchaser may suffer on the account; but you shall not be entitled to any gain on repurchase made against the supply order.

- 2. If during the course of execution of contract, you are black-listed by any company or unit of DISCOs/GENCOs/NTDC/WAPDA/CPPA-G, the purchaser may proceed with all or any of the actions detailed below:
 - I. To allow the contract to run its course till completion in accordance with the terms and conditions of Contract.
 - II. To stop further services with or without financial repercussions;
 - III. To cancel the contract with or without reservation or rights.

NOTE:

While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJEURE" and shall not allow any relaxation in the liquidated damages on the account: -

- I. Delay on the part of the contractor in the arrangement of requirements under its scope.
- II. Defect or failure occurring to any module/deliverable installed at the contractor works during the currency of the contract.

The purchaser may proceed with all or any of the actions detailed below:

- I. To allow the contract to run its course till completed in accordance with the terms and conditions of Contract.
- II. To stop further services with or without financial repercussions;
- III. To cancel the contract with or without reservation or rights.

13. PRELIMINARY EXAMINATION

- 1. The purchaser will examine the bid 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.
- 2. Arithmetical error will be rectified on the following basis, 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 there is a discrepancy between words and figures, the amount in words will prevail, if the suppliers do not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

14.BID SECURITY

1. The bidder shall furnish, as part of its bid, a bid security in the amount specified.



- 2. The bid security is required to protect the purchaser against the risk of bidder's conduct which would warrant the security's forfeiture.
- 3. The bid security may be forfeited If a bidder;
 - I. Withdraws its bid during the period of bid validity specified by the bidder on the bid form, or
 - II. Does not accept the correction of error or in case of a purchaser bidder, if the bidder fails
 - III. To sign the contract in accordance with the clause of contract or
 - IV. To furnish performance security in accordance with clause of contract after issuance of LOI

15. FORFEITURE OF SECURITY BOND/GUARANTEE (PERFORMANCE BOND)

1. The contracting officer will have the right to forfeit the security Bond/Guarantee (performance bond)

If the bidder:

- I. Fails to supply the goods/services within the time specified;
- II. Commits any breach of contract;
- 2. For other reasons specified in the Purchase Order by the contracting officer for forfeiting the security deposit.

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reasons, the Contracting Officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favour of any other unit of DISCOs/GENCOs/NTDC/CPPA-G or from any money due to the Contractor from any unit of WAPDA/CPPA-G/DISCOs/GENCOs/NTDC.

16.FORCE MAJEURE

- 1. Notwithstanding the provision of GCC Clauses, the supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of events of Force Majeure.
- 2. For purpose of this clause "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and no restricted to act of the purchaser, epidemics, quarantine restrictions and freight embargoes.
- 3. If a Force Majeure situation arises, the supplier 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.

17. LAWS GOVERNING THE CONTRACT

- 1. The contract shall be governed by the Laws of Pakistan as amended from time to time.
- 2. Subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on you, on your assigns, executors, administrators and all those who have any interest pecuniary or otherwise in your concern.

Chief Information Officer (CIO)
Office of CIO, CPPA-G,
Shaheen Plaza, A-K Fazal-e-Haq Road, G-7/2, Islamabad
Ph: 051-9216950, 051-9216948, Email: arshad.minhas@cppa.gov.pk



ANNEXURE A – Resume Format:

•	Proposed Position				
•	Personal				
Name					
Date of	Birth				
•	Professional Qualifica	tions / Certifications			
Qualific		Institute		Year	
•	Professional Experienc	ce			
Compa		Title/Role	From	То	
Compa	···y	The professional and the profession and the profess	110	1.0	
	Dualanta Harde J. L.	marific to the Assistance			
•		pecific to the Assignment	<u> </u>	T-:	
	Company / Project		f From	То	
Title		Assignment			
•	Any other information	1			
•	Signature of Proposed	l Candidate			
•	Dated				
		horized Person of Bidder			
•	Dated				



ANNEXURE B – Certificate of Availability:

I, Mr./Miss/Mrs.	solemnly decla	re/ certify
•	ne) to include my CV in their proposal for the subject a	•
and if the contract is awarded to completion of the assignment	this firm I shall be available to work on this contract	up to the
Name:		
Signature:	_	
Date:	_	



ANNEXURE C - Cost Spreadsheet

The proposers should submit their cost proposals using the templates included below. Proposals are required to be submitted based on the following basis:

Price Schedule

Sr#	Description	Cost	GST Rate	GST Amount	Total Cost
	Oracle EBS Support				
1	Services Resources				
	Cost				
TOTAL					

Notes:

- ✓ The payment terms will be negotiated
- ✓ For evaluation purposes, Bidder shall provide sufficient detail and supporting information to allow a complete analysis of cost. Bidder MUST include a breakdown of line items that they believe are realistic and reasonable for the work in accordance with the technical requirements outlined. The Bidder shall clearly identify indirect rates (including fringe rates), the base to which each indirect rate is applied.
- ✓ Prices to be quoted in Pak Rs.
- ✓ Conversion from Pak Rupees for Pakistani Bidders, the US Dollar exchange rate of the State Bank of Pakistan on the closing date is to be considered for all calculations.
- ✓ Add pricing notes separately where applicable.
- ✓ Rates shall be quoted, inclusive of all but showing separately, cost of inspection, services, transportation, taxes, import duties if any and other levies.
- ✓ In case of discrepancy between unit price and total, the unit price shall prevail. Similarly, subtotals shall prevail over totals.
- ✓ Price for each Application/Module/Tool should be provided separately
- ✓ Price for each Add-On should be provided separately
- ✓ Price for Each Additional ERP User should be provided separately



Annexure-D: Affidavit of Legitimate Bidder

Undertaking

We, [Name and Address of Bidder], do hereby declare on solemn affirmation that:

- I. We have not been blacklisted from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 3 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that CPPA-G shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We have read CPPA-G's SOP for blacklisting
- VI. We have no objection If being trialed in case of breach of contract
- VII. We have no objection If being trialed in case of forged documents provided to CPPA-G against Lot for which we are participating.
- VIII. We understand that CPPA-G shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the CPPA-G's action, and without thereby incurring any liability to the Bidder and the decision of the CPPA-G shall be final

Dated	
BIDDER:	
Signature	
CNIC #	
Designation	
Address	
WITNESSES:	
Signature	Signature
CNIC #	CNIC #
Name	<u>Name</u>
Designation	Designation
Address	Address