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



Request For Proposal

Document No. ERP-01/06-2016

SERVICES CONTRACT REGARDING

Enterprise Resource Planning (ERP) Implementation in Central Power Purchasing Agency Guarantee Limited (CPPA-G)

OFFICE OF CFO

CPPA-G, 6th Floor, Shaheed-e-Millat Secretariat, Jinnah Avenue, Blue Area, Islamabad Tel: 051-9213616, Fax # 051-9213617



Table of Contents

Req	t For Proposal	1
	chnical Proposal	
I	ost Proposal	4
1.	TRODUCTION	5
1	CPPA-G Overview	5
2.	ISTRUCTIONS FOR PROPOSAL PREPARATION	
2	General Instructions	
2	Cost Proposal	8
2	Budget Spreadsheet	
3.	ROPROSAL EVALUATION CRITERIA	
3	Evaluation of Technical Proposals	10
3	Evaluation of Cost Proposals	
4.	ENERAL TERMS AND CONDITIONS	
5.	OCUMENTS TO BE SUBMITTED ALONG WITH THE BID	14
6.	FATEMENT OF WORK	
6	Introduction	
6		
6		
6	Project Scope	
6	J 1	
6	· · · · · · · · · · · · · · · · · · ·	
6		
6		
6		
6		
6		
7.	QUIPMENT & THIRD PARTY SOFTWARE	
8.	FRASTRUCTURE REQUIREMENTS	
9.	IDDERS ARE REQUIRED TO SUBMIT THE FOLLOWING	
´. 9	Approach	
9	Implementation Methodology	
9	Expected Timelines of Implementation	
9	Expected Deliverables	23
	eptance Criteria of Deliverables	
	AYMENT TERMS	
	ISPECTION	
	ONSIGNEE	
	JBMISSION OF BID	
	ATE BID	
	IGHTS RESERVED BY THE CPPA-G	
	AILURE AND TERMINATION	
	ORFEITURE OF SECURITY BOND/GUARANTEE (PERFORMANCE BOND	
18.	OST OF BIDDING	
	LARIFICATION OF BIDDING DOCUMENT	
	ANGUAGE OF BID	
	ID FORM	
	ID SECURITY	30



23. PRELIMINARY EXAMINATION	50
24. FORCE MAJEURE	30
25. LAWS GOVERNING THE CONTRACT	
ANNEXURE B – Certificate of Availability:	34
ANNEXURE C – NUMBER OF SYSTEM USERS	
ANNEXURE D – CPPA-G Standard Operating Procedures (Illustrative Guidelines)	36
ANNEXURE E - Cost Spreadsheet	



REQUEST FOR PROPOSALS (RFP) CPPA-G /ERP/ 2016

For Enterprise Resource Planning (ERP) Implementation in Central Power Purchasing Agency Guarantee Limited (CPPA-G)

Pre Bid Conference Date: June, 30, 2016 at 10:00 AM

Last Date & Time for Submission of Technical and Financial Bids: July, 11, 2016 at 3:00 PM

Date & Time for Opening of Technical Bids: July, 11, 2016 at 3:30 PM

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

Cost of Tender Document (nonrefundable) is Rs. 1000/- and present the receipt along with the sealed bids.

Central Power Purchasing Agency Guarantee Limited (CPPA-G) is hereby requesting proposals from firms having expertise in Supply (ERP Licenses & Media), Installation, Implementation, Training & Support (Product and Onsite) of a tier 1 (SAP, Oracle or equivalent) commercial off-the-shelf integrated ERP (Enterprise Resource Planning), in CPPA-G offices situated in Lahore and 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 technical specifications as laid out in *Clause 6*.
- Submission by <u>hardcopy</u> to CPPA-G, 6th Floor, Shaheed-e-Millat Secretariat, Jinnah Avenue, Blue Area, 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.

I. Technical Proposal

The technical proposal in response to this solicitation must address how the bidder intends to carry out the statement of work contained in *Clause 6*. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. Please note that the technical proposal will be evaluated based on the evaluation criteria set forth in *Clause 3*. The technical proposal should state clearly the Bidder's understanding of the requirements in the statement of work, the proposed approach to accomplish the contract objectives and achieve results. Clarity, completeness, brevity and directness are imperative. Elaborate formats are not desirable.

II. Cost Proposal

The cost proposal shall be submitted as a stand-alone document and contain the contractor's proposed price and fee to perform the anticipated services described. Certified cost or pricing data is required for this proposal. The cost proposal should consist of the Bidder's estimated price to perform the required Statement of Work as set forth in *Clause 6* and must be prepared in a manner that is current, accurate and complete. Cost proposal should include the budget format given at *Annex E*.



Any questions regarding this solicitation should be submitted to <u>nukalair@yahoo.com</u> with the title of 'ERP RFP Question' till <u>04:00 P.M. Pakistan Standard Time (PST)</u> on June, 29, 2016 in order to provide a timely response to such questions prior to the closing date.

All questions submitted on or before June, 29, 2016 shall be reviewed and considered by CPPA-G. Upon review of the questions, CPPA-G may issue an amendment to the solicitation by email and same will also be posted on the CPPA-G website www.cppa.pk.

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 would now be 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:

- a. The introduction of a new cash flow management system consistent with envisaged sector restructuring.
- b. 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.
- c. The introduction of measures to improve the power supply-demand balance, while ensuring a reasonable quality of service.
- d. 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.

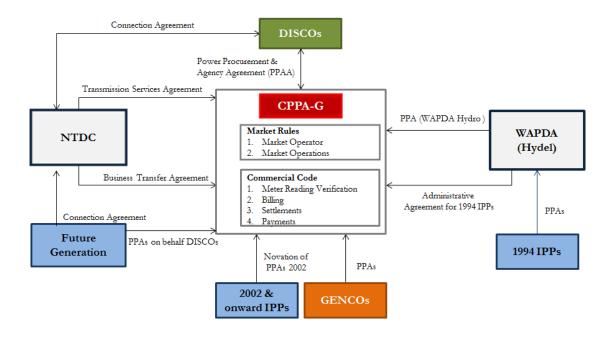
The functions, operations and responsibilities of CPPA-G assigned under the Market Operation Registration, (Standard and Procedure) Rules (Market Rules) and Commercial Code may be further prescribed by NEPRA but presently include the following:

- a. 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.
- b. 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.
- c. Updating, implementing, administering and enforcing the Commercial Code in relation to the Market Rules.
- d. Collecting information and statistics and publishing reports and information relating to the performance of the Market Operator administered market.
- e. Administering the development of and amendments to the Commercial Code for submission to NEPRA for approval.
- f. Developing and implementing competitive power markets based on policies guidelines of the Federal Government and/or requirements of NEPRA.
- g. Liaising with other bodies having market functions similar to the Market Operator or administering competitive power markets.

Figure below illustrates the envisaged contractual arrangement of CPPA-G.



2. INSTRUCTIONS FOR PROPOSAL PREPARATION

2.1 General Instructions



- Bidders shall provide proposals directly in their own name to CPPA-G under the terms and conditions hereunder.
- Proposals shall concisely address the Scope of Work specifications as they are presented.
 Proposals not meeting our Scope of Work specifications may be rejected.
- Proposals received after the deadline will not be considered.
- Bidders shall submit proposals in response to this solicitation in English with all prices stated in Pak Rupees. (PKR)
- The bidder shall prepare Technical and Financial Bid separately, clearly marking each as "TECHNICAL" and "FINANCIAL". In case of any discrepancy between the TECHNICAL and FINANCIAL, the TENCHNICAL proposal shall prevail. The bidder shall seal the Technical proposal and the financial bids separately in an INNER and an OUTER envelope, duly marking the envelopes as "TECHNICAL" and "FINANCIAL". Bid submitted in single envelope will be disqualified.
- Bidders may submit modifications to their proposals at any time before the solicitation closing date and time. For any conversion from Pak Rupees for Pakistani Bidders, the US Dollar exchange rate of the State Bank of Pakistan on the RFP's closing date is to be considered for all calculations. Should a contract be awarded to a Pakistani firm, all payments will be made in Pak Rupees.
- Bidders shall attend a bidder's conference to be held on June, 30, 2016 at conference room of CPPA-G, 6th Floor, Shaheed-e-Millat Secretariat, Jinnah Avenue, Blue Area, Islamabad. Bidders shall be represented by not more than three people, including at a minimum bidder's legal representative and bidder's proposed on-site Project Supervisor/Manager. To attend, bidders must notify CPPA-G by June, 29, 2016 at the email address specified on the first page.
- It is for the information of the bidder that CPPA-G has provided its recently developed Standing Operating Procedure (SOPs) (See <u>Annex C</u>) to illustrate the process for billing, settlement and payments including the process as per the Power Purchase Agreements of 1994, 2002 and onward which will be required (but not limited to) to be implemented during implementation based on future process model to be proposed by selected bidder and jointly finalized by CPPA-G and the selected bidder.
- As per the software requirements, Shall the bidder intends to propose software licenses
 including Operating System (OS) other than existing environment, 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.
- The bidder shall provide a company registration certificate, valid income tax and sales tax registration certificate.
- The bidder must meet following criteria to be able to qualify for bidding, CPPA-G has



the right to verify the documentary proves:

- The Bidder must have attained Platinum or Gold partnership with the principal and must have at-least five successful ERP implementations in its credit (Completion Certificate issued by the client is required as a Documentary Proof Required)
- The Bidder must have 24x7x365 helpdesk facility (Documentary Proof Required)
- The Bidder must have training (Documentary Proof Required) facility in Islamabad/Lahore.
- The bidder must have at least 80 functional, technical expertise and qualified experts to handle the task efficiently. As part of the bid a list of functional and technical staff along with their qualification must be supplied by the bidder.
- 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.
- Team structure assigned to the project by the vendor must be approved by CPPA-G.
 PM, functional, technical and other core team members must be on-site for project implementation, Warranty period and Maintenance Support period.
- If any team member assigned to the project leaves before the project finishes, the vendor will provide proof of his termination to CPPA-G and his 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 vendor's team structure, the liquidated damages will be imposed as per liquidated damages clause.

2.2 Cost Proposal

The cost proposal that will include a Budget Spreadsheet (Annex E) shall be submitted as a separate/standalone document. Pricing must be fully comprehensive, complete, and list any available discounts. Pricing information supplied with the proposal must be valid for at least 180 (one hundred and eighty) days after the due date for proposal submission. All one-time and recurring costs must be fully described. Rates shall be quoted, inclusive of all but showing separately, costs of software licensing, inspection, implementation services, maintenance support period services, transportation, taxes, import duties if any and other levies etc. Firms will be paid the total amount after deducting withholding tax, which CPPA-G will pay direct to Federal Board of Revenues (FBR).

2.3 Budget Spreadsheet

Budgets shall be submitted in hardcopy and MS EXCEL, in the format shown in <u>Annex E</u> and must not be in Adobe® Portable Document Format (.pdf) format so formulas are left open for CPPA-G to view. 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, and the cost base in US Dollars / PKR equivalent.



The daily rates proposed for each member to be on team must be supported with past verifiable earning history of the proposed candidate(s). Those daily rates not supported by a verifiable history shall state reason for the missing documentation.

Budget Notes:

The Budget Notes shall thoroughly explain the estimating methodology used to calculate the budget and any assumptions that may have been made by the Bidder over and above the ones stated in this RFP that had a material effect on the resulting proposed cost. Bidder must clearly explain the basis of costs, meaning why and how Bidder is costing out certain figures for item or service, to establish reasonableness of costs. The notes shall include a clear and thorough explanation for each budgeted line item e.g. travel costs and labor costs, reflecting either number or quantity and units of measurement. Provide at least the following level of cost detail:

- Cost for ERP Implementation in CPPA-G at preferably at single location in Lahore and Islamabad but currently the CPPA-G at Lahore is operating on two physical locations i.e. Napier Road Building and WAPDA House.
- It is further informed that proposed system will have metering and billing interfaces with NTDC generators and distribution companies so bidder may be required to visit them. CPPA-G will bear the expenses of traveling, boarding and lodging facilities for such visits.

3. 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, and may at its sole discretion elect to issue contracts to one or more bidders.

Mathematical errors will be corrected in the following manner:

- 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.
- 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.
- If the bidder does not accept the correction, the offer will be rejected.

CPPA-G will conduct a Best Value source selection based on evaluation factors listed below. These factors will serve as the standard against which all technical information will be evaluated, and identify the determination factors that Bidders should address. CPPA-G intends to evaluate Bidders' proposals in accordance with the Statement of Work in *Clause 6* of this RFP and make



an award to the Bidder submitting the most responsive and reasonable proposal that offers the best value to CPPA-G. Proposals will be scored based on a **100** points system.

3.1 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. A total of **80 points** are assigned for technical evaluation according to the following technical evaluation criteria:

#	Factor	Points
Co	mpany	
A	Demonstration of Partnership association certificate with a minimum of six years with the Principal (documentary proof is required)	3
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.	3
С	Office Location • Head Office Located at Islamabad = 04 Points • Branch office at Islamabad = 02 Points	4
Sof	tware Functionality	
D	ERP Platform SAP, Oracle, or other than SAP or Oracle present platform justification as provided in the briefs required for the pre-qualification criteria	10
Im	plementation Plan & Method	
Е	Methodology and approach to the scope of work as provided in RFP. Bidder will explain the same through presentation (MS PowerPoint or other media) to technical evaluation committee.	15
ER	P Implementation Experience	
F	Number of ERP projects in public/private sector where (Only one project by one client will be considered). • Attach List of ERP Clients public/private with Appropriate References and Completion Certificate (hard copy) should also be attached with proposal. Each Project = 2 Points	10
G	Number of ERP projects in public sector where (Only one project by one client will be considered).	10



	 Attach List of ERP Clients public sector with Appropriate References and Completion Certificate (in hard copy) should also be attached with proposal. 	
	Each Project = 5 Points	
Н	 Experience related to ERP projects in Power Sector: Attach List of ERP Clients with Appropriate References and Completion Certificate (hard copy) should also be attached with proposal) Each Project = 5 Points 	5
Pro	eject Personnel	
Ι	Project Manager's experience of proposed software implementation in the power sector (submit resume as per <u>Annex A</u> and certificate of availability as per <u>Annex B</u>)	
J	Project team's experience of proposed software implementation (also submit resume as per Annex A and certificate of availability as per Annex B): S. Name Designation Total Experience with No. Experience employer * 1 Point for each relevant certified expert	10
	Total Maximum Points	80

Any or all bid will be declared technically responsive if it these scores 56 or more points during evaluation of technical factors.

3.2 Evaluation of Cost Proposals

Cost proposals submitted will be one of the selection factors and considered in making a best value determination. Therefore, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations will become.

Bidders are hereby reminded that CPPA-G is not obliged to award a contract on the basis of lower proposed cost or to the Bidder with the highest technical evaluation score. After evaluation of all proposals, CPPA-G will make the award to the Bidder whose proposal offers the best value to CPPA-G considering both technical and cost factors. A total of **20** points is assigned to the following cost evaluation criteria.

Evaluation of the cost proposal will consider, but will not be limited to, the following:

- Cost reasonableness and allow ability of costs;
- Cost realism and completeness of the cost proposal and supporting documentation. The
 "cost realism means that costs in a Bidder's proposal are realistic for the work to be
 performed; reflect a clear understanding of the requirements; and are consistent with the
 various elements of the Bidder's technical proposal.";
- Consistency with the technical proposal;



- Overall cost control/cost savings evidenced in the proposal (avoidance of excessive salaries, excessive other direct costs, and other costs in excess of reasonable requirements);
- Amount of the proposed fee, if any.

4. 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:

- 1. 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 complete the project phase within the required timeline, liquidated damages shall be applied @ 2% per month of Service Charges up to a maximum of 10% of relevant phase mentioned in the Payment Plan, not duly justified by the Contractor to CPPA-G's satisfaction, by which project delivery is delayed. These liquidated damages will have no affect on other phases. Time for remaining phases will deem to have been extended by delayed period. Contractor will also be liable to pay software License fee for the delayed period.
- 6. CPPA-G reserves the right to monitor the Contractor's progress to ensure he meets the milestones as determined at the time of award. For this purpose:
 - The Contractor and its personnel including the Project Manager shall be available for regular weekly meetings to discuss the Implementation progress and a progress report will be shared with the Client's Project Manager on weekly basis.



• The Contractor shall hereby report all the substantial implementation status once in a month in steering committee meetings. Track Lead/Delivery Head will attend the steering committee once in a month onsite at Head Office of CPPA-G.

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 remain within project timelines. In the event that 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.
- 8. Exchanges/Discussions with bidders after receipt of a proposal do not constitute a rejection or counter offer 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 Go-Live shall mean that date after which 3 months of data have been entered and reconciled by the CPPA-G team in consultation with the vendor implementation team and all the post live issues raised are closed. This definition is applicable to how Go-Live is used for ERP statement of works.
- 13. 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 Solution.
- 14. The vendor shall not change any of the proposed team members without the written approval of CPPA-G throughout the lifecycle of the project. Three or more changes will result in a penalty of 2% of the project value.
- 15. The Project Manager shall not be changed during the life of the project. Any such change will result in a penalty of 3% of the project value.
- 16. 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.



- 17. 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.
- 18. 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.

5. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

- i. Bid security of an amount not less than 2% of the total value of tender issued by a scheduled bank of Pakistan only (or as applicable if specified in the special condition above). The bid money is to be attached with financial bid and only certificate will be attached with technical bid that bid money is attached with financial bid.
- ii. Certificate that the services offered is in accordance with the tender specifications amended to-date.
- iii. List of any deviations or reservations from the bid specifications.
- iv. Technical data as required in the specification and literature in English giving out salient feature of the quoted items.
- v. Deposit receipt of tender fee in original.

CPPA-G agrees that all submissions shall be held as confidential, shall not be disclosed outside of CPPA-G, and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Bidder as a result of-or in connection with-the submission of this data, CPPA-G shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit CPPA-G's right to use information contained in a proposal if it is obtained from another source without restriction.

6. STATEMENT OF WORK

Firms having expertise in Enterprise Resource Planning (ERP), Licensing & Media, Installation, Implementation, Training & Support (Product and Onsite) of a tier 1 (SAP, Oracle or equivalent) commercial off-the-shelf integrated ERP solution are required to propose one ERP system for Financials and Core HR/Payroll. If other than SAP or Oracle ERP platform then equivalency will require justification.

CPPA-G is providing its recently developed Standing Operating Procedure (SOPs) (See <u>Annex</u> <u>C</u>) as an illustrative reference but not limited to demonstrate the existing process of CPPA-G for billing, settlement and payments including the reporting formats, which are required to be implemented.

6.1 Introduction



Central Power Purchasing Agency Guarantee Limited (CPPA-G), which is a wholly owned government, registered under Companies Ordinance 1984 with headquarters located in the Islamabad and Lahore. CPPA-G is responsible for Market Operation Functions for whole of the Pakistan intends to implement tier 1 commercial off-the-shelf integrated ERP. The contractor will ensure to provide expected functionality as per customer requirements through ERP solution or customization (if required).

CPPA-G is currently functioning in three locations in Lahore (which may be consolidated in one location before start of the implementation process) and one location in Islamabad.

6.1.1 Accounting & Financial Management

CFO CPPA-G is the head of the Accounts and Finance departments of the company and is responsible to control and monitor financial activities. The company has a single accounting unit where all the basic accounting transactions are recorded and are compiled to prepare consolidated financial information of the company.

Major business of the company is billing and settlement among the generators and collection of funds from all distribution companies. Procurement and dispatch of power plant for generation of electricity is recorded on hourly and daily basis whereas invoices / billing and settlement are being done periodically as per terms of PPAs and commercial code. Similarly, energy sales data is recorded on daily basis and invoices are generated monthly on the basis of meter reading at CDPs to DISCOs. Funds against sales invoices are received on daily basis in various banks of CPPA-G from all distribution companies and accordingly the settlement is being processed on daily basis to Generators and NTDC including the fund utilization by CPPA-G for its use against the determined market fee i.e. agency fee.

The CPPA-G intends to implement an integrated solution to capture the accounting and non-accounting data from the field and link this with main office application where it will be processed into a consolidated database. The consolidated database at the main office will facilitate timely consolidation of financial and management reports and help further analysis for strategic decision support. The consolidated database should disperse bulk data entry, reduce paper work, increase the accuracy and timeliness of the flow for decision making, support trends of strategic importance and provide better analytical tools for end users. The solution will automate the processes of CPPA-G but not limited to following:

- Claimed and verified invoices of Power Producers: data entry, verification process, compilation, reconciliation and management reporting
- Budgeting (Capital and O&M) and Budgetary Controls
- Pre-audit, Invoicing, Payables, Employee's Expense Claims and Payments
- Advances, Penalties, Interest payments
- Receivables and all types of receipts, bank profits reporting,
- Funds Demand



- Funds Transfer
- Procurement of Assets and Office Supplies (non-inventory items)
- Petty cash transactions
- Bank reconciliation, Cash Positioning, Cash forecasting
- Fixed Assets Management
- Journal vouchers, Consolidation of Accounts, Financial Statements and other Management Reporting
- Taxation Management (sales tax, withholding tax etc.)
- Receivables/Payables transactions with other companies
- Online approvals of processes (wherever applied).

General System Requirements:

General features (but not limited to) of integrated Accounting Modules to should include:

- A Facility to run online enabling retrieval of required information by all users including executives and management.
- Be centralized under a main server located at the premises of CPPA-G. The administrator can allocate the access to users as per company policy.
- Adequate security to avoid any pilferage/hacking or virus problem etc. The package must have the ability to keep backups of the data at desired levels.
- All modules and sub-modules should be fully integrated with each other having the capability to import and export data to and from other applications like MS World, MS Excel, and HTML etc.
- The use of existing Chart of Accounts and prevailing formats of the CPPA-G may be evaluated and accordingly after modification would be used for the development of relevant modules.
- Flexibility to convert all existing manually prepared reports and capability to generate further reports as per requirements of management.

6.1.2 Human Resource Information System

Human Resource Management (HRM) has a vital and substantial role in strategic, functional and operational performance of organizations. Most vital components of the HRM are the HR systems, policies, procedures and management practices. CPPA-G is relying on manual systems.

In a way, the Information Technology Systems have proved to be panacea for addressing problems of manual systems; it has become essential for today's business entity, with promising return on investments, a visible impact on the organizational culture, a strategic asset and highly



leveraged core competency. Beneficial information technology systems range for purpose specific applications to end-to-end solutions like Enterprise Resource Planning software. Almost all, off the shelf, Human Resource Information Systems are purpose specific solutions for the HR function, meeting all requirements and promising best practices for entire "recruit-to-retire" process. Essentially, an end-to-end packaged solution is needed for the CPPA-G to revitalize the role of their HR function with significant efficacy and quality.

Currently the total number of employees in CPPA-G is approximately 293 which may extend to 424.

The areas, which could be covered by an off-the-shelf product in the shape of modules, are Core HR, Payroll, Compensation, Final Settlement and Pension.

♣ Core HR

- Employee Database
- Promotion, Appraisals
- Transfer/ Posting / Deputation
- Regularization / Confirmation / Probation
- Loan and Advances
- Group Life Insurance
- General Provident Fund
- Overtime, Daily Wages and Off Day Allowance
- Retirement etc.
- Payroll Management
 - HR Data
 - Leaves
 - Payroll
 - Taxes
 - Annual Increments
 - Arrears
 - Payroll Disbursement
 - Pension Account Management
 - Pension Disbursement etc.

General System Requirements:

- The system should have built-in compliance features (configurable) with federal and provincial labor, taxation and payroll laws.
- ♣ Workflow based processes (such as leave applications, payroll generation and approval, recruitment to employment etc.)
- Audit trails
- ♣ Enquiry screens to all modules
- Reports
 - Standard Reporting
 - Customized reports



- Reporting tool so end user can extract the data for analysis as per requirement
- ♣ Facility to import / export data to/from excel

6.2 Project Scope

6.2.1 Data Entry and Conversion/Migration

The vendor shall be responsible for Data entry and Conversion of the existing data into the required format of ERP. The vendor will write any additional code if required for the purpose. Validation of the converted data at each stage, i.e.: conversion from hard copy to soft copy and after conversion to the ERP format, shall be performed by vendor and that will be concluded by signing-off a Conversion Certificate.

6.2.2 Documentation

The Vendor shall be required to provide **all documentation** according to best practices methodology in relation to the system implementation, configuration, system integration, system requirements, maintenance, programming, and training of the Financial and core HR and Payroll modules of ERP. Documentation shall be included in the acceptance procedure, and should be received by CPPA-G as part of the system implementation. Training documentation (User Manuals) shall be received by CPPA-G a maximum of thirty (30) days prior to the start of the first Training Class. Any changes suggested by CPPA-G will need to be incorporated in the above documentation.

6.2.3 Training

- The vendor shall be responsible for imparting training to CPPA-G employees. Training courses shall include instructions, documentations, and ERP training environment. The Tenderer shall prepare and submit a Training Schedule, identifying all courses and provide a short description of all courses included. The Tenderer shall plan the training to correspond with the implementation milestones, allowing CPPA-G personnel to start operating the ERP as soon as possible after a functional module has been implemented.
- The vendor should have provision to provide the training to about 300 end users. Training shall include user manuals, documentation and training environment. Each participant should be given role based training kit, which is the main resource that will be used for training purposes. Training material may comprise of Role Based User Manuals, Help Videos etc. All trainings should be carried out on the basis of vendor's supplied training aids and instructor guides. CPPA-G intends that Training material (User Manuals) shall be received from vendor thirty (30) days prior to the start of End User Training Phase. Any changes suggested by CPPA-G will need to be incorporated in the above Training material.
- In addition to routine end users trainings, vendor will provide the principal's recommended trainings of all modules to CPPA-G's ERP Team (functional & technical resources) before team mobilization or as agreed before singing of the contract.



6.2.4 Preliminary Acceptance Testing (PAT)

Vendor shall be required to provide a framework, including but not limited to, time frame and procedures for successful achievement of Acceptance Testing. Acceptance Testing will be carried out to ensure whether the System conforms to CPPA-G Business needs. The Vendor shall be required to submit the test procedures at least one (1) month prior to commencement of PAT. These procedures will be subject to approval by CPPA-G. PAT shall be conducted mutually by the vendor and CPPA-G staff. CPPA-G must be notified about the date of PAT at least 21 days earlier. PAT shall be completed within 15 days or as per finalized Project Plan. Within fifteen (15) days from completion of the PAT, CPPA-G shall give the Contractor a written notice whether the system or tested parts thereof is accepted or not. If the System or any tested functionality thereof is not accepted by CPPA-G, for not complying with the ERP specification, the above written notice shall specify the setups or functions which have been found with defects and where the same are alleged to exist or to have occurred. A Defects list will be created by CPPA-G in cooperation with the Contractor prior to the issue of Preliminary Acceptance Certificate. This list shall identify all minor deficiencies, if any, that in the opinion of CPPA-G is acceptable to grant the Contractor a Preliminary Acceptance Certificate, without relieving the obligation of the Contractor to correct the said deficiencies at a certain date fixed by CPPA-G. The format of Defect List will be defined by the vendor in consultation with CPPA-G. The Vendor shall correct all the modules functionality specified in this Defects List prior to System Performance Evaluation (SPE).

6.2.5 Performance Evaluation Period

The Vendor shall provide a ninety (90) days Performance Evaluation Period. During the Performance Evaluation Period, the Vendor shall be responsible for maintenance and support of the all of ERP system and hardware/other equipment installed. During the Performance Evaluation Period, the Vendor shall perform an SPE over a ninety (90) days period. During the Performance Evaluation Period, CPPA-G / CPPA-G shall execute any activities they find necessary to verify the business requirements. The Performance Evaluation Period is terminated by a Final Acceptance Test (FAT). Upon approval, CPPA-G will provide a Final Acceptance Certificate (FAC). The Performance Evaluation Period commences immediately after CPPA-G's approval of the final Preliminary Acceptance Test and Production Go-Live/Cut over date.

6.2.6 Warranties

The bidder will provide Warranty for one (1) year after the Successful Completion of Go-Live Phase. The bidder warrants that:

- For License renewal for Warranty Period (One Year) by Principal the Standard Licensing and Services Agreement shall apply
- 2. The bidder represents and warrants that it is highly skilled and possesses the expertise needed to configure, implement and provide the support of particular Services required by as per Scope of Work statement. The bidder acknowledges that CPPA-G



is relying upon the skill and expertise of the bidder for the performance of this project;

3. The bidder will dedicate at least following onsite/offsite resources:-

S.N	Application Area	On-site	Off Site
0.			
1	Financials (Functional)	1	0
2	HRIS (Functional)	1	0
3	Technical	1	0
4	DBA	0	1

These resources will dedicatedly work for the CPPA-G during the Warranty Period. These resources will be responsible for applying patches, fixing issues and applying updates that do not significantly change the scope of the Application. The scope of the warranty also involves development of additional customizations i.e. reports, forms, integrations etc. within the scope of the ERP. CPPA-G will provide these resources with adequate work resources and ensure proper software development environment.

6.2.7 Maintenance & Support

The bidder will provide Maintenance & Support for one (1) year after the completion of the Warranty period at the contracted rates.

The bidder will dedicate at least following onsite/offsite resources:-

S.N	Application Area	On-site	Off Site
0.			
1	Financials (Functional)	1	0
2	HRIS (Functional)	1	0
3	Technical	1	0
4	DBA	0	1

These resources will dedicatedly work for the CPPA-G during the Maintenance Period. These resources will also be responsible for applying patches, fixing issues and applying updates that do not significantly change the scope of the Application. The scope of the Maintenance also involves development of additional customizations i.e. reports, forms, integrations etc. within the scope of the ERP. CPPA-G will provide these resources with adequate work resources and ensure proper software development environment.

7. EQUIPMENT & THIRD PARTY SOFTWARE

- The vendor is responsible for the licensing/legalities of the software.
- The vendor will suggest equipment specification to the CPPA-G. Complete Equipment is to be provided by the CPPA-G according to agreed upon specification at its own expense, for running the application at the Installation Sites, before the start of Phase 3.
- Third Party Software, which includes Operating Systems and Anti-Virus needed to install
 and run the application at CPPA-G's Installation Sites will be provided and installed on the
 Equipment by the vendor.



8. INFRASTRUCTURE REQUIREMENTS

The bidder shall propose the detail requirements (documentation only) with tentative sizing of infrastructure and hardware i.e. server machines, storage etc. by keep in view of minimum ten years requirements.

9. BIDDERS ARE REQUIRED TO SUBMIT THE FOLLOWING

9.1 Approach

This section describes the overall approach that is used to meet CPPA-G's objectives and challenges associated with this project during the implementation phase. Following are some of the major components of a successful implementation. Bidders are required to provide, but not limited to, their implementation methodology to meet the following during the course of the project:

- Delivery Approach
- 🖶 Deliverable Material
- Project Organization Structure
- 4 Acceptance Procedure
- Project Change Control Procedure
- Risk and Issue Management Procedures
- Project Management Procedures
 - Project Team CPPA-G & BIDDER
 - Project Communication Plan
 - Project Reporting Plan (Weekly and Monthly reports)
 - Escalation procedure

9.2 Implementation Methodology

Bidder should ensure successful project outcomes, and will follow industry "best practices" and these should be incorporated within Project Methodology. Bidder should use Implementation Methodology that has a proven success track record. The Methodology should provide a full project life-cycle for configuring, customizing and implementing ERP System to address CPPA-G's stated solution requirements.

- ♣ Mobilize Team and Kick-off Project
- Language Supply & Installation of ERP
- Evaluation of the recently developed SOPs of CPPA-G and prepare Current Process Model, Future Process Model (FPM) and Gap Analysis for configuration of ERP.
- 🖶 Key User Training
- Setup/Build/Customization and Integration
- User Acceptance Testing (UAT)
- 🖶 End User Training
- **♣** Data Conversion
- Transition and Go-Live





FIR Meeting (Project Implementation Review (PIR) will be convened by arrangement to review project compliance in an assessment process for the project closure.)

As mentioned in General System requirement above, bidders are required to submit detailed plan for procurement and installations of IT infrastructure by CPPA-G which should be in line with overall ERP implementation plan.

Bidders are required to provide CPPA-G's Responsibilities, Bidders Responsibilities, Completion Criteria and Deliverable of each phase/activities mentioned above.

9.3 Expected Timelines of Implementation

The implementation tasks shall be completed within 10 months inclusive 3 months of PEP.



9.4 Expected Deliverables

Expected Deliverable Material according the phase wise implementation but not limited to the following;

Project Phase	Deliverable / Phase Output
Kick-Off Project	Project CharterProject PlanProject Communication Plan
Gap Analysis (Evaluation of the CPPA-G SOP's and prepare CPM, FPM and Gap Analysis for configuration of ERP with CRP Sessions)	 Current Process Model (CPM) Future Process Model (FPM) Gap Analysis & Solution Report Reports List and finalized Formats Data Conversion Strategy for UAT
Key User Training	Key User Training SessionsKey User Training Material
Data Conversion	Opening Balances all sub ledgers and 3 years Financial (Balance Sheet and Profit & Loss)
Build & User Acceptance Testing	 Test Plan (Testing Requirements and Strategy) Business Test Scenarios Test Cases & Results User Acceptance Testing Sign-Off (individual process) Integration Testing Sign Off (individual process) Defects/Issue Log Resolution Sign Off (individual issue) System Performance/Stress Testing Sign Off Data Conversion Strategy for Production End User Training Plan
End User Training	 Role Based End User Training Material End User Training Sessions
Transition to Production and Go Live	 Go Live and Roll-out Strategy Data Conversion - Opening Balances all sub ledgers and 3 years Financial (Balance Sheet and Profit & Loss) Setup Documents (each module) Integration & Customization Documents Complete Production Environment Defects/Issue Log Resolution Sign Off (individual issue) after Go-Live Final Acceptance Test Certificate and Project Closure Report



Project Phase	Deliverable / Phase Output
	On Site Support Start

Acceptance Criteria of Deliverables

The review mechanism for all deliverables will be as follows:

- 1. The deliverables will be provided to the CPPA-G's at least 7 days in advance of review finalization date.
- 2. The successful bidder will make a presentation on the deliverables to the designated committee. If required, on the day of the review and the committee may ask for additional information or changes.
 - CPPA-G will issue a formal acceptance of the deliverables subject to above reviews.

All acceptances by CPPA-G will be given in writing, by the CPPA-G Project Director/Manager ERP and/or their nominee. The acceptance criteria for various deliverables are as follow:

- 1. Document Delivery: Review Comments incorporated and sign off Key Users/Manager ERP/Project Director.
- 2. Customization Code Delivery: No errors and sign off by Manager ERP and/or his/her nominee after code review and testing
- 3. Data: Accuracy and completeness as specified by CPPA-G functional heads/Key Users/Manager ERP/Project Director
- 4. Training: Review comments on training material incorporated and satisfactory course feedback
- 5. Acceptance criteria for any other activity not covered by this document will be decided between CPPA-G and successful bidder in their fortnightly status review meetings and then will be signed off accordingly.

10. PAYMENT TERMS

A tentative Payment Plan is as follow:

- 1. Payment for 100% of the licenses price will be made within four weeks after project kick off and resource mobilization from the bidder at CPPA-G designated office.
- 2. Implementation Cost will be made after the acceptance of deliverables as per the following Schedule:

Project Phase	Deliverable / Phase Output	Paymen t Terms
Kick-Off Project	Project CharterProject Plan	5%
1200 021110,000	Project Communication Plan	
Gap Analysis (Evaluation of the CPPA-G SOP's and prepare CPM, FPM and Gap Analysis for configuration of ERP with CRP Sessions)	 Current Process Model (CPM) Future Process Model (FPM) Gap Analysis & Solution Report Reports List and finalized Formats Data Conversion Strategy for UAT 	15%



Project Phase	Deliverable / Phase Output	Paymen t Terms
Key User Training	Key User Training SessionsKey User Training Material	5%
Data Conversion	 Opening Balances all sub ledgers and 3 years Financial (Balance Sheet and Profit & Loss) 	5%
Build & User Acceptance Testing	 Test Plan (Testing Requirements and Strategy) Business Test Scenarios Test Cases & Results User Acceptance Testing Sign-Off (individual process) Integration Testing Sign Off (individual process) Defects/Issue Log Resolution Sign Off (individual issue) System Performance/Stress Testing Sign Off Data Conversion Strategy for Production End User Training Plan 	25%
End User Training	 Role Based End User Training Material (Soft Copy) End User Training Sessions 	15%
Transition to Production and Go Live	 Go Live and Roll-out Strategy Data Conversion - Opening Balances all sub ledgers and 3 years Financial (Balance Sheet and Profit & Loss) Setup Documents (each module) Integration & Customization Documents Complete Production Environment Defects/Issue Log Resolution Sign Off (individual issue) after Go-Live Project Closure Report On Site Support Start 	20%
Completion of Warranty Period	0 0 0 0 0 0 0 0 -	10%
Annual Support (Post Production) after warranty period		25% quarterly at the



Project Phase	Deliverable / Phase Output	Paymen t Terms
		end of each Quarter

Charges and Payments

- 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.
- The successful bidder shall invoice the CPPA-G for the Services supplied in accordance
 with the Payment terms as above and on completion of each phase (for which a phase
 completion certificate will be issued by CPPA-G). Payment will become due 30 days
 following receipt of the invoice.
- Subject to any agreed variations or change requests, the Price specified in the Contract is the total charge to the CPPA-G.
- 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.
- 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.
- 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:
 - a) Bill in triplicate for the claim due, approved by the Project Director CPPA-G and preaudited by office of Chief Financial Officer CPPA-G.
 - b) Phase completion/acceptance certificate issued by Project Director CPPA-G or his authorized representative.
 - c) Confirmation of Project Director 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.
 - d) Inspection/Acceptance Certificate issued by CPPA-G.
 - e) 1/5th of GST amount will be deducted at the time of making payment as per FBR rules.
 - f) Professional Tax Paid Certificate by the firm.
 - g) 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.
 - h) 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.
 - i) Non-payment certificate.

11. INSPECTION



Inspection/Acceptance certificate shall be issued by Project Director or his authorized representative after the completion of each phase of project as per agreed upon project plan.

12. CONSIGNEE

Office of CFO, CPPA (G) 6th Floor, Shaheed-e-Millat Secretariate, ISLAMABAD.

13. 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 July, 11, 2016 at 03:00 pm. Technical proposals of the bids submitted will be opened publicly on the same date at 03:30 pm.

14. 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.

15. RIGHTS RESERVED BY THE CPPA-G

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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;



- a. The tender is unsigned.
- b. It is received after the time and date fixed for its receipt.
- c. Offer is ambiguous or conditional.
- vii. 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.
- viii. The decision of CPPA-G in all matters will be final and binding on all bidders participating in this bid.

16. FAILURE AND TERMINATION

- (A) If bidder fails to deliver the services in accordance with the agreed upon timelines, the purchaser shall be entitled at his option either;
 - i) To recover from you liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof, subject to a maximum of ten percent (10%) of the Contract Price, except;
 - a) Where un-delivered service/deliverable hold up the use of other Services/deliverables, liquidated damages shall be levied on the total value of the Contract.
 - b) The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of CPPA-G/DISCOs/GENCOs/NTDC/WAPDA, or
 - ii) 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.
 - iii) 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.

- (B) 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.

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

- A) The contracting officer will have the right to forfeit the security Bond/Guarantee (performance bond)
 - A) If the bidder:
 - (i) fails to supply the goods/services within the time specified;
 - (ii) Commits any breach of contract;
- B) 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 favor 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.

18. COST OF BIDDING

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

19. CLARIFICATION OF BIDDING DOCUMENT

A prospective bidder requiring any clarification of the bidding document may notify the purchaser in writing or by cable (hereinafter the terms cable is deemed to include telex and facsimile) at the purchaser address indicated in the bid date sheet. The purchaser will respond in writing at



(<u>nukalair@yahoo.com</u>) one day prior to pre-bid conference. Only those queries will be addressed in the conference.

20. LANGUAGE OF BID

The bid prepared by the bidder shall be written in the English, supporting documents and printed literature furnished by bidder may be in another language provided they are accompanied by accurate translation in English, for purpose of interpretation of the bid.

21. BID FORM

The Bidder shall complete the bid form and the appropriate price schedule furnished in the bidding document, indicating the services to be supplied, a brief description of the services and prices.

22. BID SECURITY

- i. The bidder shall furnish, as part of its bid, a bid security in the amount specified.
- ii. The bid security is required to protect the purchaser against the risk of bidder's conduct which would warrant the security's forfeiture.
- iii. The bid security may be forfeited If a bidder;
 - a) Withdraws its bid during the period of bid validity specified by the bidder on the bid form, or
 - b) Does not accept the correction of error or in case of a purchaser bidder, if the bidder fails
 - c) To sign the contract in accordance with the clause of contract or
 - d) To furnish performance security in accordance with clause of contract after issuance of LOI

23. PRELIMINARY EXAMINATION

- i. 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.
- ii. 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 not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.

24. FORCE MAJEURE

- i. 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.
- ii. 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.
- iii. 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.

25. LAWS GOVERNING THE CONTRACT

- i. The contract shall be governed by the Laws of Pakistan as amended from time to time
- ii. 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 Financial Officer (CFO)
Office of CFO, CPPA (G),
6th Floor, Shaheed-e-Millat Secretariate,

Islamabad. Ph: 051-9213616, Fax: 051-9213617, Email: rihanmca@hotmail.com



ANNEXURE A – **Resume Format:**

Proposed Position _____

• Personal			
Name CP: 4			
Date of Birth			
• Professional Oualifi	ications / Certifications		
Qualification	Institute		Year
Quanneation	Institute		1 Cai
Professional Experi	ence	<u> </u>	
Company	Title/Role	From	To
- 1			
	n specific to the Assignment		711
Client Company / Project Title	Position Title & Brief Nature of	From	To
Title	Assignment		
Any other informati	on		
•			



	Dated
	Countersigned by Authorized Person of Bidder
•	Dated



ANNEXURE B – Certificate of Availability: I, Mr./Miss/Mrs. ______ solemnly declare/ certify that I have authorized (Firm Name) to include my CV in their proposal for the subject assignment and if the contract is awarded to this firm I shall be available to work on this contract up to the completion of the assignment Name:______ Signature: ______



ANNEXURE C - NUMBER OF SYSTEM USERS

Vendor should provide their cost estimates based on the number of users as follow:

Sr.#	Scope of Work	Requirement		
1	Accounting & Financial Management	30 Users		
2	Human Resource Information System	300 Employees		



ANNEXURE D – CPPA-G Standard Operating Procedures (Illustrative Guidelines) Book attached in PDF. Click here



ANNEXURE E - 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:

Note: Bidders are requested to provide the cost estimates for its proposed application & database licenses in-line with their recommended hardware sizing for this project given in the respective technical proposals,

1: Software Price Schedule

		Cost				
S R #	Modules	License One Time cost (a)	Implementati on cost (b)		Support n year (c) Suppor t (c2)	Functional / Technical Trainings (d)
1	Financials Modules					
2	Core HR & Payroll Modules					
TOTAL						

Notes:

- ✓ Assumption: Initially license is valid for one year.
- ✓ Implementation cost (b) will also be included
 - Cost of Implementation services including one year warranty period.
 - Principal solution support/license renewal cost of implementation period (if proposed implementation project plan exceeds one year)
 - o Principal solution support renewal cost of warranty period.
- ✓ 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 US \$ and 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 others 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