

**KHYBER PAKHTUNKHWA TECHNICAL EDUCATION &  
VOCATIONAL TRAINING AUTHORITY (KP-TEVTA)**



**BID Solicitation Documents**

**FOR**

**Devolution of Finance & Budget Modules (ODOO ERP) to Field Formations &  
Support & Maintenance of Existing ERP Modules**

**[Single Stage Two Envelope Procedure]**

**Last Date/Time for Submission: Aug 03, 2022 at 11:00 AM**

**Bid Opening Date/Time: Aug 03, 2022 at 11:30 AM**

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## Part 1 - Section 1 - Instructions to Bidders

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**A. Introduction**

- 1. Source of Funds**
- 1.1 The Procuring agency (KP-TEVTA) has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (I) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
- 1.3 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
- 2. Eligible Bidders**
- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPPRA Rules, 2014 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

- 3. Eligible Goods and Services**
- 3.1 All tangible goods and in tangible goods (IT systems such as software etc) and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the Software/ERP is developed, or the place from which the related services are supplied.
- 3.3 The origin of Software/ERP and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. The Bidding Documents**

- 5. Content of Bidding Documents**
- 5.1 The bidding documents include:
- a) Instructions to Bidders (ITB)
  - b) Bid Data Sheet
  - c) General Conditions of Contract (GCC)
  - d) Special Conditions of Contract (SCC)
  - e) Schedule of Requirements
  - f) Technical Specifications
  - g) Bid Form and Price Schedules
  - h) Bid Security Form
  - i) Contract Form
  - j) Performance Security Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders

that have received the bidding documents.

**7. Amendment of Bidding Documents**

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

**C. Preparation of Bids**

**8. Language of Bid**

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**9. Documents Comprising the Bid**

- 9.1 The bid prepared by the Bidder shall comprise the following components:
  - a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
  - b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - d) Bid security furnished in accordance with ITB Clause 15.

**10. Bid Form**

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the software, ERP & services to be supplied, a brief description of the services/software, and prices.

**11. Bid Prices**

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the software/ERP/Services it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.



11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

**12. Bid Currencies**

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**13. Documents  
Establishing Bidder's  
Eligibility and  
Qualification**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

b) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

c) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents  
Establishing SW/ERP'  
Eligibility and  
Conformity to Bidding  
Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Software/ERP and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the ERP/Software and services shall consist of a statement in the Price Schedule of the

country of origin of the Software/ERP and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the Software/ERP and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of a detailed description of the essential technical and performance characteristics of the Software/ERP;

**16. Period of  
Validity of  
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and  
Signing of Bid**

17.1 The Bidder shall prepare a Technical and Financial Bids as indicated in the Bid Data Sheet.

17.2 The Technical and Financial bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initiated by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**D. Submission of Bids**

**18. Sealing and  
Marking of Bids**

18.1 The Bidder shall seal the Technical and Financial bids in separate envelopes, duly marking the envelopes as "Technical and Financial" bids. The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

9.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification And Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

**E. Opening and Evaluation of Bids**

**22. Opening of Bids by the Procuring Agency**

22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids 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.
- 24. Preliminary Examination**
- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors 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 the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Evaluation and Comparison of Bids**
- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the

contract, if provided in the bid.

25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- a. incidental costs
- b. delivery schedule offered in the bid;
- c. deviations in payment schedule from that specified in the Special Conditions of Contract;
- d. other specific criteria indicated in the Bid Data Sheet and/or
- e. in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

b. Delivery schedule.

i. The Procuring agency requires that the Software/ERP & services under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

ii. The Software/ERP & services covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

iii. The Software/ERP & services covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

c. Deviation in payment schedule:

- i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

- ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

- h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

**26. Contacting the Procuring- agency**

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**27. Post-qualification**

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.

	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<b>28. Award Criteria</b>	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder as per the criteria defined in Mandatory Criteria, Technical Scoring Criteria & Bid Eligibility Evaluation
<b>29. Procuring agency's Right to Vary Quantities at Time of Award</b>	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids</b>	30.1	The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
<b>31. Notification of Award</b>	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
<b>32. Signing of Contract</b>	32.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
<b>33 Performance Security</b>	33.1	Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

**34. Corrupt or Fraudulent Practices**

34.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

**36. Integrity Pact**

35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.



**Part One - Section II. General Conditions of Contract**

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# General Conditions of Contract

## 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
  - d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - e. "GCC" means the General Conditions of Contract contained in this section.
  - f. "SCC" means the Special Conditions of Contract.
  - g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
  - h. "The Procuring agency's country" is the country named in SCC.
  - i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - j. "The Project Site," where applicable, means the place or places named in SCC.
  - k. "Day" means calendar day.

## 2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## 3. Country of Origin

- 3.1 All ERP/Software and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, “origin” means the place where the ERP/Software was developed from which the Services are provided.

#### **4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Good’s country of origin. Such standards shall be the latest issued by the concerned institution.

#### **5. Use of Contract Documents and Information; Inspection and Audit by the Government**

5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

#### **6. Patent Rights**

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency’s country.

#### **8. Inspections and Tests**

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the ERP/Software and Services to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the TORs shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the ERP/Software and Services’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production

data, shall be furnished to the inspectors at no charge to the Procuring agency.

8.3 Should any inspected or tested ERP/Software and Services fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

8.4 The Procuring agency's right to inspect, test and, where necessary, reject the ERP/Software after its deployment at the Procuring agency's country shall in no way be limited or waived by reason of the ERP/Software and Services having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Good's shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### **9. Packing (Not Applicable)**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

#### **10. Delivery and Documents**

10.1 Delivery of the ERP/Software and Services shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC if applicable.

10.2 Documents to be submitted by the Supplier are specified in SCC.

#### **11. Insurance (Not Applicable)**

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.

#### **12. Transportation**

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

- 13. Incidental Services**
- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
  - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14. Spare Parts (Not Applicable)**

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - b. in the event of termination of production of the spare parts:
    - f. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;
    - ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty (Not Applicable)**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may

develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the ERP/Software deployed and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

## **18. Change Orders**

- 18.1 The Procuring agency may at any time, by a written order given of the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;

- b. the method of shipment or packing;
- c. the place of delivery; and/or
- d. the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

**19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Supplier's Performance**

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

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

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

2.31 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed



Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

#### **24. Termination for Default**

- 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
  - b. if the Supplier fails to perform any other obligation(s) under the Contract.
  - c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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 an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or

negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the 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.

**26. Termination  
for Insolvency**

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

**27. Termination  
For Convenience**

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of  
Disputes**

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

**29. Governing  
Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified

language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

- 30. Applicable Law**      30.1    The Contract shall be interpreted in accordance with the laws of the Procuring agency’s country, unless otherwise specified in SCC.
  
- 31. Notices**

  - 31.1    Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.
  
  - 31.2    A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
  
- 32. Taxes and Duties**    32.1    Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

# **BIDDING DOCUMENTS**

**FOR**

**ESTABLISHMENT OF ICT INFRASTRUCTURE AT KP-TEVTA HEAD OFFICE PESHAWAR**

## **PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility

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## Invitation for Bids

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

1. The KP-TEVTA has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of ICT project. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for procurement of Electric & IT Equipment.
2. KP-TEVTA now invites sealed bids from eligible bidders for the **Devolution of Finance & Budget Modules (ODOO ERP) to Field Formations & Support & Maintenance of Existing ERP Modules.**
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of KP-TEVTA located at KP-TEVTA Head Office, 5-771 Old Bara Road, University Town Peshawar, Khyber Pakhtunkhwa.
4. A complete set of bidding documents can be downloaded by interested firms from [kptevta.gov.pk](http://kptevta.gov.pk)
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made thereunder which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan, Part One.*
6. Bids must be delivered to the above office on or before **11:00 AM on Aug 03, 2022.**
7. Bids will be opened in the presence of bidders' representatives who choose to attend at **Aug 03, 2022 at 11:30 AM** at KP-TEVTA Head Office, 5-771 Old Bara Road, University Town Peshawar, Khyber Pakhtunkhwa.
8. The bidders are requested to give their best and final prices as no negotiations are expected.

## Bid Data Sheet

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

<b>Introduction</b>	
<b>ITB 1.1</b>	<b>Name of Procuring Entity:</b> <i>Khyber Pakhtunkhwa Technical Education &amp; Vocational Training Authority (KP-TEVTA)</i>
<b>ITB 1.1</b>	<b>Name of Project:</b> <i>Devolution of Finance &amp; Budget Modules (ODOO ERP) to Field Formations &amp; Support &amp; Maintenance of Existing ERP Modules</i>
<b>ITB 1.1</b>	<b>Name of Contract:</b> <i>Devolution of Finance &amp; Budget Modules (ODOO ERP) to Field Formations &amp; Support &amp; Maintenance of Existing ERP Modules</i>  <b>Bidders shall apply for complete LOT (Package) on Turnkey basis.</b>
<b>ITB 6.1</b>	<b>Clarifications of Bidding Documents: Procuring agency's address, telephone:</b> <i>KP-TEVTA Head Office, 5-771 Old Bara Road, University Town Peshawar, Khyber Pakhtunkhwa.091-5704266</i>
<b>ITB 8.1</b>	<b>Language of the bid:</b> <i>English</i>
<b>Bid Price and Currency</b>	
<b>ITB 11.2</b>	The price quoted shall be in <u>PKR</u> The price quoted shall be inclusive of all applicable taxes, transportation charges, installation charges and DDP.
<b>ITB 11.4</b>	The Price shall be fixed and shall includes all government applicable taxes, duties, transportation, loading, unloading, installation, commissioning, testing etc for the whole lot on the Price Schedule format provided in this document.
<b>Preparation and Submission of Bids</b>	
<b>ITB 13.3 (d)</b>	<ul style="list-style-type: none"> <li>i. Bidders shall apply for all items; bids will be evaluated <b>on complete lot (Package)</b> as per specifications provided in ITB. Alternate bids will not be entertained.</li> <li>ii. Under <b>single stage two envelope</b> procedure. All interested bidders are requested to submit their bid in a single sealed package/envelope comprising of Technical and Financial bids in separate sealed envelope clearly stating the details of the project/procurement applied for.</li> <li>iii. Contract will be awarded to bidder who qualifies <b>Basic Eligibility Criteria, Mandatory Criteria &amp;</b> gets highest <b>Cumulative Score/marks (Technical + Financial)</b> during the bid evaluation.</li> <li>iv. Contract/PO shall be awarded to the bidder who fulfills the basic eligibility, conform to the required deliverables &amp; TORs and secure maximum marks in the Technical and Financial evaluation.</li> <li>v. The envelopes should have address and contact details of the addressee and the addressor.</li> <li>vi. Bids delivered by hand to KP-TEVTA office must be registered at reception. Unregistered bids will not be considered for further evaluation process.</li> </ul>

	<p>vii. Documents mentioned in ITB 25.3 Qualification Requirements should be submitted by the bidders along with their bids. Bids missing with any of the mentioned documents in 25.3 will be rejected.</p> <p>viii. Full compliance with the required Deliverables &amp; services as per statement of Requirement is mandatory, minor deviations may be accepted subject to the condition that main function and performance in any aspect would not affect.</p> <p>ix.</p>
ITB 14.3 (b)	Spare parts (Not Required)
<b>ITB 16.1</b>	<b>Bid validity period:</b> Fiscal Year 2022-23 however KP-TEVTA assures quick disposal of the procurement process.
<b>ITB 17.1</b>	<b>Number of copies:</b> One (Original)
<b>ITB 18.2 (a)</b>	<b>Address for bid submission:</b> KP-TEVTA Head Office, 5-771 Old Bara Road, University Town Peshawar, Khyber Pakhtunkhwa.
<b>ITB 18.2 (b)</b>	<b><u>IFB title:</u> Devolution of Finance &amp; Budget Modules (ODOO ERP) to Field Formations &amp; Support &amp; Maintenance of Existing ERP Modules</b>
<b>ITB 19.1</b>	<b>Deadline for bid submission:</b> Aug 03, 2022, 11:00 AM
<b>ITB 22.1</b>	<p><b>Time, date, and place for bid opening:</b></p> <p><b>Date &amp; Time:</b> Aug 03, 2022 at 11:30 AM</p> <p><b>Place of Bid Opening:</b> KP-TEVTA Head Office, 5-771 Old Bara Road, University Town Peshawar, Khyber Pakhtunkhwa.</p> <p>(Incase of public holiday, bids shall be opened on the next working day on the same time and venue)</p>
<b>Bid Evaluation</b>	
<b>ITB 25.3</b>	<p><b>Criteria for Bid Evaluation.</b></p> <p style="text-align: center;"><b>BASIC ELIGIBILITY CRITERIA</b></p> <p>i. Bidders shall apply for all items; bids will be evaluated <b>on complete lot (Package)</b> as per specifications provided in ITB.</p> <p>ii. Under <b>single stage two envelope</b> procedure.</p> <p>iii. All the bids shall be evaluated first against the basic eligibility criteria and required deliverables &amp; TORs.</p> <p>iv. Technical bids of the eligible firms shall be evaluated against the technical evaluation criteria and the firm who score 60 or above shall be qualified.</p> <p>v. Financial bids of technically qualified firm shall be opened.</p> <p>x. Documents mentioned in Basic Eligibility &amp; Mandatory Criteria should be submitted by the bidders along with their bids. Bids missing with any of the mentioned documents will be rejected.</p>



## MANDATORY CRITERIA

S. No	Mandatory Criteria	Documentary Evidence
1	Bidders should be registered with the Security and Exchange Services of Pakistan (SECP).	Attach copy of Registration Certificate
2	The bidder must have a minimum of four (4) years of experience in ERP services.	Registration Certificate
3	Registration with General Sales Tax	Attach copy of GST Registration Certificate
4	Registration with KP Revenue Authority (KPRA)	Attach KPRA Registration certificate copy
5	Registration with Federal Board of Revenue (FBR)	Attach FBR Registration certificate copy
6	Bidder must be an active taxpayer with the FBR and KPRA	Active Tax Payer with FBR and KPRA
7	Shall provide on a stamp paper an Affidavit stating that the bidder has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.	Affidavit on Judicial Stamp Paper duly attested
8	Affidavit on stamp paper (original and latest) of Rs. 100/- duly attested from Notary Public showing that bidder has placed Bid Security in financial Proposal.	Affidavit on Judicial Stamp Paper duly attested
9	The bidder must have successfully completed 5 Odoo ERP projects In Govt/Autonomous Bodies/Semi-Autonomous Bodies	Completion certificate

## TECHNICAL SCORING CRITERIA

S.#	Criteria List	Description	Maximum Score	Documentary Proof/
1	Years of Incorporation	More than 5 years =15 marks	15	Incorporation / Registration Certificate
		4 years to 5 years = 7 marks		
		Other = 0 marks		
2	Experience of Similar nature Projects	5 successful Government/Autonomous Bodies/Semi-Autonomous Bodies Odoo ERP projects = 25 marks	25	Completion Certificate Required
		4 successful Government/Autonomous Bodies/Semi-Autonomous Bodies Odoo ERP projects = 15 marks		
		3 successful Government/Autonomous Bodies/Semi-Autonomous Bodies Odoo ERP projects = 7 marks		
		Other = 0 marks		
3	Office Location	Head Office in Peshawar = 10 marks	10	Provide evidence document
		Head Office in another city of KP =5 marks		
		Other = 0 marks		
4	Physical Presence Human Resource	15 days per month physical presence of a resource in KP-TEVTA Head office Peshawar	20	Must be 16 Years qualified and have 3 years Odoo ERP experience
5	Human Resource	18 Years Education in Computer Field = 2 Marks (Maximum 4 marks)	10	CV, Employment Contract, Degree and Experience Letters
		16 Years Education in Computer Field = 1 Marks (Maximum 2 marks)		
		05 Years' of Odoo ERP Experience = 2 Marks (Maximum 4 marks)		
<b>Total Marks</b>			<b>80</b>	

## BID ELIGIBILITY EVALUATION

### EVALUATION CRITERIA

As per KPPRA Rule - Single Stage-Two envelope procedure, the proposals will be evaluated technically first. The Technical and Financial Proposals shall be allocated 80 and 20 marks, respectively. In Evaluation of Technical Bids 60 out of 80 marks are the qualifying marks. Financial bids of only technically qualified bidders will be opened. The distribution of 100 marks and formulae of financial bids evaluations as follows:

Technical Proposal = 80 marks (60 are qualifying marks **below 60 shall be deemed not technically qualified and their financial proposals will not be opened**)

Financial Proposal = 20 marks

The technical proposals/bids securing 60 marks of total marks (80) allocated for technical Proposals or more in the technical evaluation will qualify for the next stage, i.e. financial bid opening. The bidder whose quoted prices are lowest will get the maximum marks (i.e. 20 marks) in financial evaluation using formulae given below:

(A) Bid Ratio = (a) Lowest quoted price / (b) Quoted price for which financial marks are required

[For lowest it would be 1]

(B) Bid Ratio x 20 = Financial marks of (b)

The cumulative effect of both Technical and Financial marks shall determine the position of the bidders

The contract may be awarded to the bidder(s) whose bid is approved on the basis of evaluation to be **"Most Advantageous Bid"** as per KPPRA Rules.

## Section III. Special Conditions of Contract

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# Special Conditions of Contract

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

## 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: KP-TEVTA

GCC 1.1 (h)—The Procuring agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: KP-TEVTA Office Peshawar

## 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

## 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: at PE's premises

## 5. Packing (GCC Clause 9)

As per the GCC clause 9

## 6. Delivery and Documents (GCC Clause 10)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document (as applicable). The Supplier shall mail the following documents to the Procuring agency:

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. copies of the packing list identifying contents of each package;
- iv. insurance certificate;
- v. Manufacturer's or Supplier's warranty certificate;

- vi. inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vii. Certificate of origin.

**7. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

**8. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods.

Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.

**9. Spare Parts (GCC Clause 14)**

GCC 14.1—Additional spare parts requirements are: N/A

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible as and when asked by the PE, but in any case, within six (6) months of placing the order and opening the letter of credit.

**10. Warranty (GCC Clause 15)**

GCC 15.2—The warranty period of the goods shall be as per standard warranty time offered by the manufacturer but shall not be less than 03/05 years (for item no. 7 & 8 one year warranty) in any case. The warranty period shall be counted from the date of complete installation in the P.E premises.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: 30 days

**11. Payment (GCC Clause 16)**

**Sample provision**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

- i. **On Acceptance:** Hundred (100) percent of the Contract Price of Goods installed and

commissioned shall be paid after successful inspection by the technical committee upon submission of claim supported by the acceptance certificate issued by the Dy Director (ICT).

**12. Prices (GCC Clause 17)**

GCC 17.1—Prices adjustment is not applicable.

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1— (0.05) percent per day of the total amount of the work order/contract.

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the KPPRA 2014 & Grievance Redressal Code of KPPRA.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**

**17. Notices (GCC Clause 31)**

GCC 31.1—Procuring agency's address for notice purposes:  
*KP-TEVTA Head Office, 5-771 Old Bara Road, University Town Peshawar, Khyber Pakhtunkhwa.*

## Section IV. Schedule of Requirements

**NOTE:** Supplier must be ODOO partner (any level learning and official)

### Description:

KPTEVTA is using Accounting, Finance, Payroll, Budget & Human Resource Modules of ODOO(Odoo 12) ERP supplied by ODOO Partner for automation/computerization of the above mentioned processes. After successful deployment of the above modules KP-TEVTA intends to engage ODOO partner (Software Firm) for the following services/Deliverables for the period of 24 Months.

S/No	Deliverables
1	Devolution of Budget/Finance to Institutes/Field Formations
2	Support for the Odoo ERP
3	Maintenance for the Odoo ERP

### Detail of Deliverables & TORs:

The supplier will provide the following services for the ERP modules mentioned in scope of the work.

1. Devolution:
  - a. Devolution of Budget & Accounts module to more than 115 institutes/field formations.
  - b. The supplier will make the required customization and configurations for user access rights of each institute.
  - c. The access rights of one institute should be different from another institute. The data of one institute shouldn't be visible to another institute.
  - d. The supplier will create and manage the user accounts.
2. Support:
  - a. Bug Fixes
  - b. Response to Queries related to the software usage.
  - c. Resolution of reported errors.
  - d. Data Backup and Recovery
  - e. Solving software conflicts
  - f. Usability problems
  - g. Supplying updates
3. Maintenance:
  - a. Customizations of the existent features
  - b. Customization of the reports
  - c. Patches for bugs and security holes in the program etc.
  - d. Performance Tuning & Optimization of code



## Sample Forms

1.	<b>BID COVER SHEET (On firm's letterhead)</b>	
2.	<b>BID FORM 1:</b> Letter of Intention (On firm's letter head)	
3.	<b>BID FORM 2:</b> Affidavit (Stamp Paper)	
	<b>BID FORM 3(A):</b> Eligibility of the Bidders & Goods (letterhead)	
4.	<b>BID FORM 4:</b> Firm's Past Performance (On firm's letterhead)	
5.	<b>BID FORM 5:</b> Technical Bid Performa	
6.	<b>BID FORM6:</b> Price Schedule (on Firm's letterhead)	

## BID COVER SHEET

Bid Ref.No.-----

Date-----

Name of the Supplier/Firm Contractor: -----

Address: -----

-----

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**Bid Security.**

Bid Security attached with Financial Bid YES NO

Bid for:

: All Deliverables/Services along with TORs mentioned in the Schedule of Requirements.

<i>S. No.</i>	<i>Name of the Item</i>

Signed:

Dated:

Official Stamp:

Attachment<sup>3</sup>: Original receipt for the purchase of the bidding documents.

\_\_\_\_\_

<sup>1</sup> In case a bidder is bidding for only some of the items mentioned in the list Technical Specifications, he is advised to take note of ITB Clauses 7 & 15.6

<sup>2</sup> The Serial No. of the item as mentioned in the Technical Specifications.

<sup>3</sup> The Attachment must be made with the Bid Cover Sheet.

Letter of Intention

*Bid Ref No.*

*Date of the Opening of Bids*

Name of the Contract :{ Add name e.g. Printing} To:

[Name and address of Procuring Entity]

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos.[insert numbers& Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply/Deploy the deliverables under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the supply/Deploy the deliverables in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

Dated this [insert: number]day of [insert: month], [insert: year].

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

**AFFIDAVIT**

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Services/Deliverables that we propose to deploy/provide under this contract are eligible within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the province regarding supplies.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed

**Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.**

**BID FORM 3(A)**

Name of the Firm

Bid Ref No

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Entity)	Checklist <sup>4</sup> (To be initialed by the Bidder against each document)	Relevant Page Number <sup>5</sup> in the Bid (To be filled by the Bidder)	Supporting Documents <sup>6</sup> (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
Experience evidence			
Child Labor Free Certificate <sup>7</sup>			
Original Receipt of purchase of Bidding Documents			

<sup>4</sup> Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

<sup>5</sup> Bidders are required to mention the exact page number of relevant document placed in the Bid.

<sup>6</sup> Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in

column 1<sup>7</sup> Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy

**BID FORM 4**

**Firm's Past Performance<sup>9</sup>.**

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's <sup>10</sup> Certificate

<sup>9</sup> Bidders may use additional Sheets if required.

<sup>10</sup> All certificates are to be attached with this form.

**BID FORM 5**

**Technical Bid Performa**

(To be provided to the Procuring Entity)

*UserNote: This form is to be filled by the Bidder and shall submit with Technical Proposal to the.*

*Name of the Firm:*

*Bid.Ref.No:*

*Date of opening of Bid.*

<b>S/No</b>	<b>Required Deliverables</b>	<b>Offered Deliverables</b>	<b>Qty</b>	<b>Model/Make</b>	<b>Remarks</b>
1	Devolution of Budget/Finance to Institutes/Field Formations	Devolution of Budget/Finance to Institutes/Field Formations	NA	NA	
2	Support of the Odoo ERP	Support of the Odoo ERP	NA	NA	
3	Maintenance of the Odoo ERP	Maintenance of the Odoo ERP	NA	NA	

Signature:-----

Designation:-----

Date:-----



(To be provided to the Procuring Entity)

*UserNote: This form is to be filled by the Bidder and shall submit with Financial Proposal to the.*

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)
1	Devolution of Finance & Budget Modules (ODOO ERP) to Field Formations & Support & Maintenance of Existing ERP Modules	

A) TOTAL PRICE:-----

B)DISCOUNT:-----

C) FINAL QOUTED PRICE: -----

----- (C=A-B)

Signature:-----

Designation:-----

Date:-----

Official Stamp:-----

## BID FORM6

### Performance Guarantee

Suppliers are required to submit 10% Performance Guarantee in the form of CDR in the Name of **Managing Director KP-TEVTA**

## **CONTRACT AGREEMENT**

[\(sample can be downloaded from website\)](#)