



# **STANDARD BIDDING DOCUMENTS** FOR NATIONAL COMPETITIVE BIDDING

## SINGLE STAGE – ONE ENVELOPE PROCEDURE

# TENDER FOR IMAGE DATA EXTRACTION (OFF-LOAD) TO FILE SYSTEM SOLUTION DEVELOPMENT & INTEGRATION WITH EXISTING EXAMINATIONS, ENROLMENT, & REGISTRATION SYSTEM

IN RESPECT OF THE BIE/AG/L&N/701/2020

Instructions to Bidders (ITB)General Conditions of Contract (GCC)



### INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF CONTRACT:

The Instructions to Bidders (ITB) and General Conditions of Contract (GCC) applied in this Contract shall be the same as per Standard Bidding Documents for Goods, issued by SPPRA. For further references the same may be downloaded from SPPRA's website <u>www.pprasindh.gov.pk</u> or it may be provided from this Office if it may be demanded by the bidder. Whenever there is a conflict, the provisions hereafter shall prevail over those in the Instructions to Bidders & General Conditions of Contract. The corresponding clause number of the ITB & GCC is indicated in parentheses.

# **BID DATA SHEET**

INTRODUCTION			
ITB 1.1	Name of Contract	TenderforImageDataExtraction(Off-load)tofilesystem solutionDevelopment &Integrationwithexistingexaminations,enrolment&RegistrationSystem	
ITB 4.1	Name of Procuring Agency	Board of Intermediate Education Karachi	
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers	Board of Intermediate Education, Bakhtiyari Youth Center North Nazimabad Tel: 99260211 99260212 99260213 Fax: 99260203 & 99260208	
ITB 8.1	Language of the bid	English or Urdu	

BID PRICE AND CURRENCY		
ITB 11.2	The price shall be in Pakistani currency inclusive of all Taxes, Transportation, Material and Labour charges involved therein.	
ITB 11.5	During the entire period of bid validity, the price shall be fixed and the bidder will have to supply the required items as per specifications and quoted rates.	



PREPARATION AND SUBMISSION OF BIDS		
ITB 13.3 (d)	Qualification Requirements	• 03 years experience in the relevant field (Client List)
		• Turn-over of at least last three years having a sum of minimum Rs.10 Million for one year in last 03 years (Copies of financial statements / Audit Report be attached.
		• Minimum 3 contracts of Rs.2 Million in last 3 years of similar goods / jobs
		• Registration with Federal Board of Revenue (FBR) (SRB), for Income Tax, GST and Sales Tax in case of procurement of goods.
		<ul> <li>An Affidavit on Stamp Paper that the firm has never been Blacklisted.</li> <li>Expertise on .Net Framework 3.5 or higher</li> <li>Oracle 11G database development skilled team (list of team members with complete details)</li> <li>Programming expertise in C#</li> <li>VB.net, Html, CSS, Java Script &amp; PL/SQL expertise</li> <li>Experience on any Government Based Examination System.</li> <li>Experience on any Big Terabytes of database.</li> </ul>
ITB 15.1	Amount of bid	3% (three percent) of the bid price, which should be
	security (refundable)	submitted in shape of Pay Order in the name of Secretary, Board of Intermediate Education Karachi and shall remain valid for a period of 28 days beyond the validity period for bid.
ITB 16.1	Bid Validity Period	90 days from the date of opening of Tender.
ITB 18.2 (a)	Address for bid submission	The office of the Admin General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi.
ITB 18.2 (b)	IFB title and number	Title: Tender for Image Data Extraction (Off- load) to file system solution Development & Integration with existing examinations, enrolment & Registration System
		IFB No: BIE/AG/L&N/701/2020 Dated: 07-10-2020
ITB 19.1	Deadline for bid submission	Monday 2 <sup>nd</sup> November 2020 up to 2:30 p.m Sealed bids duly filled-in, mentioning on top of the envelope "Tender for Image Data Extraction (Off-load) to file system solution Development & Integration with existing examinations, enrolment & Registration System."
ITB 22.1	Time, date, and place for bid opening	Bids duly stamped on each document must be submitted in the office of the Admin General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi, in a sealed cover on $02-11-2020$ up to $2:30$ P.M and will be opened on the same day at $03:00$ P.M in the presence of bidders' representatives who wish to attend.
ITB 25.4 (b)	Delivery schedule	The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least 60 days after issuance of contract award which may be increased or decreased due to demand of time/situation as per SPPRA Rules.



# **GENERAL CONDITIONS**

Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.

Shortcomings in submission of documents related to Eligibility Criteria or non-submission of Bid Security or specimen/samples shall be rejected.

Bids not submitted on Standard Bidding documents issued by the procuring agency shall be rejected or treated as Non Responsive.

Prior to submission of bids, the bidders may obtain further information from the office of <u>Admin</u> <u>General Section (Ground Floor Chairman's Secretariat)</u> and completely satisfy themselves about the required items for which they are bidding for.

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.

The offered products should be prime quality products. Cheap products of low quality or substandard shall not be accepted and the said bid shall be treated as Irresponsive.

Inferior, low quality or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.

The bidder with the "Lowest Evaluated Cost" but not necessarily the "Lowest Submitted Price" shall be awarded the Procurement Contract.

## SECTION III. 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)**

1)	GCC 1.1 (g)	The Procuring agency is:	Board of Intermediate Education, Karachi.
2)	GCC 1.1 (h)	The Procuring agency's country is:	Islamic Republic of Pakistan.
3)	GCC 1.1 (j)	The Project Site is:	Same as GCC 1.1(g) mentioned above.

### 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".



### **3. PERFORMANCE SECURITY (GCC CLAUSE 7)**

1)	GCC 7.1	The amount of performance security, as a percentage of the Contract
		Price, shall be Ten (10) percent of the Contract Price which should
		be submitted in shape of Pay Order in the name of Secretary, Board
		of Intermediate Education Karachi.

### 4. RESOLUTION OF DISPUTES (GCC CLAUSE 28)

The dispute resolution mechanism to be applied pursuant to relevant SPPRA Rules.

### 5. GOVERNING LANGUAGE (GCC CLAUSE 29)

1)	GCC 29.1	The Governing	English.
		Language shall be:	

### 6. NOTICES (GCC CLAUSE 31)

GCC 31.1 — Procuring agency's address for notice purposes:

Office of the Admin General Section, (Chairman's Secretariat Ground Floor), Board of Intermediate Education, Karachi.

### 7. PENALTY

- Preferred penalties according to the issue/subject may be imposed upon the Supplier(s) such as:
- i. rejection of the unsatisfactory Supplied material
- ii. Blacklisting of the firm
- iii. deduction of amount from 2% to 10% per week of the total value of the bill
- iv. forfeiting of whole Security amount

Anyone or more than one from the aforesaid penalties may be imposed upon the Supplier(s) in the following cases:

- a) In case of transgression/deviation of the time given in the Contract Award
- b) In case of transgression, deviation, mistake or low quality found in the supplied Item(s)
- c) In case the specification, quantity, rate or stuff of a Tender in certain item or items are approved and the Bidder backs out of his commitment on any pretext or fails to supply the material or complete the job in time or in the required criteria.

### 8. SUBJECT TO RELEVANT SPPRA RULES, THE COMPETENT AUTHORITY RESERVES THE RIGHT TO:

- (a) divert/distribute a particular work among different Bidders on the lowest approved rate(s) in the interest of the office due to demand of time/situation.
- (b) accept or reject all or any bid.
- (c) increase or decrease quantity without any notice at any time/stage subject to ITB Clause 29.



### 9. SPECIAL CLAUSE (TERMS & CONDITIONS)

- 1) Under following conditions bid will be rejected:
  - i. Conditional and telegraphic bids/tenders
  - ii. Bids not accompanied by Bid Security of required amount and form
  - iii. Bids received after specified date and time
  - iv. Bids of Blacklisted firms
- 2) Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.
- 3) Shortcomings in submission of documents related to Eligibility Criteria or nonsubmission of Bid Security shall be rejected.
- 4) Prior to submission of bids, the bidders may obtain further information and completely satisfy themselves about the required items for which they are bidding for.
- 5) An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.
- 6) <u>The offered products should be prime quality products. Cheap products of low</u> <u>quality or substandard shall not be accepted and the said bid shall be treated as</u> <u>Irresponsive.</u>
- 7) <u>Inferior, low quality or substandard products will be rejected and Security Money</u> <u>shall be forfeited and the bidder may also be blacklisted.</u>
- 8) The bidder with the "Lowest Evaluated Cost" but not necessarily the "Lowest Submitted Price" shall be awarded the Procurement Contract subject to compatibility/suitability of the item(s).
- 9) The bidder shall supply the article(s) as per approved specifications mentioned in the Contract Award. The article(s) not found in conformity with the approved specifications shall be rejected at the risk & cost of the bidder.
- 10) The Contract Award may be assigned at any time during the period of bid validity.
- 11) The successful bidder will have to deposit **Performance Security** @ **10%** of the value of Contract Award which is refundable after the satisfactory completion of supplies.
- 12) The amount of Performance Security is in addition to the amount of Bid Security which should be deposited by the successful bidder(s). Bid Security shall remain valid for a period of 28 days beyond the validity period for bids, whereas Performance Security shall be released ninety days beyond the date of completion of contract to cover defects liability period subject to final acceptance by the procuring agency in accordance with SPPRA Rules.



- 13) Placement of Contract Award will be subject to payment of Performance Security.
- 14) The Services shall be delivered to I.T. Department, through the concerned Officers as the case may be, against delivery challan in triplicate. Two copies of the bills and challan shall be retained by the I.T. Manager while the third copy shall be returned to the Service Provider for his own record.
- 15) The items should be supplied strictly in accordance with the approved samples.
- 16) The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least one month after issuance of contract award which may be increased or decreased due to demand of time/situation.
- 17) The Payment shall be subject to deduction of Income / Sales Tax at source, Satisfactory report of concerned officer, completion certificate and production of delivery challans as being delivered the stores in full quantity & quality.
- 18) SPPRA Rules-2010 (Amended 2019) shall strictly be followed.

### **10. EQUIVALENCY OF STANDARDS AND CODES**

Reference to brand name, catalogue number or country where used, they should always be read with followed by the words "or at least equivalent."

### **11. SCOPE OF WORK:**

- Parallel system development on permanent basis to extract image data from database to file system.
- Deployment of live system within 2 weeks.
- To ensure permanent solution of database that no mishap occur in future.
- Integration with existing Enrolment, Examinations and Registration System.
- Oracle 11g Database development
- Database Architecture, Administration and Tuning
- Client Server Architecture
- Handling PL/ SQL and Packages, Procedure, Views, User Defined Types (e.g. Object types), and other related objects and structures.
- Expertise of database performance monitoring and optimization
- Amendments in existing modules:
  - a) MS .Net framework based applications.
  - b) Desktop application with windows forms.
  - c) Web Application with ASP.Net Web Forms, ASP.Net MVC
  - d) Programming languages: C#, VB.Net, Html, CSS, JavaScript
  - e) .Net Report Designer / Viewer for Desktop and Web applications
  - f) Multi-User and Multi-Session Environment
  - g) Able to access anywhere via secure user ID
  - h) Maintain more than one session

- i) Audit Trail
- j) Application Logs
- k) Optimization of application performance
- 1) Provide the current position and the existing situation of each item
- m) Provide access for a reporting and retrieval tool that works across modules and generates the log report of Software errors.
- n) The Support should be secure fault-tolerant and highly for current scenarios.
- o) Technical manuals (if available) shall be provided of each item.
- p) Provide complete schedule of the Support program.

# SECTION-IV. SCHEDULE OF REQUIREMENTS

### **SCHEDULE OF REQUIREMENTS:**

The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least one month after issuance of contract award which may be increased or decreased due to demand of time/situation.



# SECTION-V. TECHNICAL / FINACIAL SPECIFICATIONS

S.No.	SPECIFICATION	RATES INCLUDING ALL GOVT. TAXES	TOTAL
1	Image Data Extraction (Off-Load) to File System		
2	One Year Support Cost		



	Rupees In Words	Rupees In Figures
Total cost of the Bid: (as offered by the Bidder)		
3% (three percent) amount of the Bid Price Bid Security (Refundable)		
10% (ten percent) amount of the Contract Price Performance Security (Refundable)		

### **CONTRACT AGREEMENT**

THIS AGREEMENT is executed at KARACHI, on this day ------ Day of \_\_\_\_\_, 2020

### BETWEEN

M/s. Board of Intermediate Education, Karachi through its Secretary, at Board of Intermediate Education, Bakhtiyari Youth Center North Nazimabad, Karachi, hereinafter called and referred to as "BIEK" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

### AND

M/s. \_\_\_\_\_, having its office at \_\_\_\_\_, hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. \_\_\_\_\_, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

WHEREAS "BIEK" intends to obtain Services for the Image Data Extension (Off-Load) to File System Solution Development & Integration with existing examinations, enrolment & Registration System "THE Service Provider" has offered to provide said Services as per technical specifications of the work mentioned in the bidding documents "BIEK" having accepted the offer. "BIEK" hereby offer to appoint "THE SERVICE PROVIDER" as their official Service Provider for the Image Data Extraction (Off-Load) in respect with the Terms & Conditions of this contract. "THE Service Provider" hereby agrees to the offer of the "BIEK" in acceptance of the terms & conditions here in below forth.

### NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### ARTICLE –I DUTIES & SCOPE OF WORK

1.1 Requirement.

S.No.	Description	Total Contract Amount
1		

- 1.2 "THE SERVICE PROVIDER" agrees to provide services to "BIEK" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate with I.T. Manager, of the "BIEK" who will assist "THE SERVICE PROVIDER" in Supervision of proposed work.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 All logistic charges will be borne by "THE SUPPLIER"

### ARTICLE –II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SERVICE PROVIDER" hereby agrees and acknowledges for the periodic supervision of the work and to check the execution of work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agrees and acknowledges the acceptance of attending the meetings with the I.T. Manager "BIEK" as & when required.
- 2.3 "THE SERVICE PROVIDER" hereby agrees to provide services as per work scope provided in the bidding documents.

### ARTICLE –III REMUNERATION

- 3.2 Liquidity damages as per SPPRA Rules.
- 3.3 Payment for support will be made on monthly basis on production of invoice along with satisfactory services certificate by the I.T. Manager of the Board.
- 3.3 Payment will be made as per provisions of SPPRA Rules.
- 3.4 Performance Security 10% of total amount of work order should be submitted in shape of Pay Order before signing of Contract Agreement.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the Service Provider. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es) Challan(s) / Levy(ies), If any, on additional will be paid / borne by the Service Provider as per SRO Notification.

### ARTICLE –IV ARBITRATION

4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Chairman BIEK for arbitration / settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

### ARTICLE –V TERMINATION

5.1 "BIEK" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 day's notice.

### ARTICLE –VI INDEMNITY

6.1 "THE SERVICE PROVIDER" in its individual capacity shall indemnify and keep "BIEK" and any person claiming through BIEK fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of BIEK or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of service provided by the "BIEK" and any person claiming through the BIEK.

### ARTICLE –VII NOTICE

7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

### ARTICLE –VIII INTEGRITY PACT

- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the represents and warrants that it has fully declared the M/s. charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within the BIEK directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the BIEK, except that which has been expressly declared pursuant hereto.
- 8.3 M/s. \_\_\_\_\_\_accepts full responsibility and strict liability for making any false declaration / statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the BIEK under any law, contract, or other instrument, be stand void at the discretion of the BIEK.
- 8.4 Notwithstanding any right and remedies exercised by the BIEK in this regard, M/s. \_\_\_\_\_\_\_agrees to indemnify BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to BIEK in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. \_\_\_\_\_\_as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the BIEK.

### ARTICLE –IX MISCELLANEOUS

- 9.1 Any addition & alteration (s) made for item(s) as required by BIEK on the basis of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately / extra on 'Quantum Merit' basis before & on final material handed over to the "BIEK". After FINALAIZATION OF SAMPLE, if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 The terms & conditions of this AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 9.3 The contract will be effective from the date of issue of Purchase Order.
- 9.4 All terms and conditions of tender vide # BIE/AG/L&N/ /2020 will be the integral part of this agreement and can't be revoked.

**IN WITNESS WHEREOF** both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Secretary, "BIEK" NAME: CNIC#\_\_\_\_\_ Address:

M/s.\_\_\_\_\_ NAME: CNIC# Address:

2. \_\_\_\_\_

WITNESS:

CNIC# Address:

1.\_\_\_\_\_

CNIC# Address:



KARACHI-74700

SUMMARY OF TURN-OVER OF LAST THREE YEARS			
YEAR-2017 YEAR-2018 YEAR-2019			
TOTAL:			

### <u>GERTÍFÍGATE</u>

I/We have carefully read & understood the Terms & Conditions whatever has been stated herein the enclosed pages and abide to the same. I/We guarantee to supply/deliver/install the items exactly in accordance with the requirements and enclosed the Bid Security payable to Board of Intermediate Education, Karachi.

SIGNATURE WITH DATE:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
FULL NAME OF CONCERNED PERSON:	
CNIC NUMBER:	
POSITION HELD IN:	
PHONE NUMBER(S):	
MOBILE NUMBER(S):	
FAX NUMBER(S):	
NATIONAL TAX NUMBER:	
GENERAL SALES TAX NUMBER:	
STAMP OF THE FIRM:	
PAY ORDER NUMBER:	
BANK & BRANCH NAME:	
DATED:	
FOR RUPEES:	
DRAWN: as Bid Security is enclosed herewith.	