

REF: GM CM/ERP SUPPORT SLA/ IT/01/23

RFP FOR ERP MAINTENANCE, SUPPORT AND DEVELOPMENT SERVICES

REF: GM CM/ERP SUPPORT SLA/ IT/01/23**Section 1 – RFP Bidding Information**

M/S _____

Sub: HIRING OF ERP MAINTENANCE, SUPPORT AND DEVELOPMENT SERVICES

Dear Sirs,

We are pleased to invite your sealed tenders for the item/ services mentioned above. In case of more than one schedule separate tender for each schedule should be furnished. The terms & conditions of the tender / supplies are given below:-

SUBMISSION OF TENDER

1. You are required to send your tenders addressed to GM Contract Management, PIA Supply Chain Management Building, JIAP Karachi latest by **13-03-2023 at 1030hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIACL Supply Chain Management Building latest by **10:30** hours on the specified date. You may also send your tenders through registered A/D mail addressed to GM Contract Management, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.
2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of GM Contract Management in this respect shall be final and binding.
3. **Bidders are required to submit a Pay Order of Rs. 10,000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).**

BID SECURITY (Local Bidders Only)

The tender should be accompanied by a Pay Order of **PKR 1,000,000.00** in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Bid Security (Refundable). Bid Security in any other shape shall not be accepted. Bid Security deposited against a running contract (s) purchase orders(s) shall not be transferable as Bid Security for any other tender. All tenders without Bid Security shall not be considered.

PERFORMANCE GUARANTEE (International & Local bidders)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee) in the amount equivalent to 10 % of total tender value as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit and balance amount if any shall be deposited as above.

Bidders must claim their deposit refund (Bid Security/Performance Guarantee) within 180 days of the financial bid opening (if rates are higher side) or completion of contract period/project (in case awarded) or in case of any earlier termination. The time barred CRs (receipts)/refund cases shall not be processed.

Instructions to Bidder:**PREPARATION OF TENDER** **“Single Stage Two Envelope Basis”**

The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “**TECHNICAL**” and “**FINANCIAL**” proposal.

On the given tender opening date only “**Technical Proposal**” will be opened in the presence of tenderers available.

The “**Financial Proposal**” shall be shown to the parties but will be retained with PIA without being opened.

After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.

PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.

Financial Proposals of the technically not-acceptable bids shall be remained **un-opened** till the completion of tender process.

PREPARATION OF TENDER - TECHNICAL PROPOSAL:

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications.

PIA’s requirements with Technical Specifications are given.

Bidders MUST:

- Be registered with Sales Tax Authorities; please attach copy of Registration Certificate (Local Bidders Only).
- Quote Rates, GST, and other taxes separately.
- Bid on Prescribed Performa issued by PIA.

- Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE, BEARING COMPANY'S STAMP**

PREPARATION OF TENDER – FINANCIAL PROPOSAL

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- a) Financial Evaluation duly filled in, signed and sealed.
- b) Original Pay Order for Earnest Money.
- c) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- d) The outer cover should bear address of the General Manager Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- e) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.

PRICES

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order /Contract.
- b) The Prices must be stated both in words and figures. Additional information, if any must be linked with entries on the Schedule to Tender.
- c) Offers must be valid for 180 days.

Duration of Contract

Term of the agreement will be three (03) years. Agreement will be renewable for further two (02) terms, each of one (01) year, subject to satisfactory performance with mutual consent of the Parties on same terms and conditions of the present agreement or otherwise agreed between the Parties at the time of renewal.

Yours truly,

Iftikhar M. Usmani
GM Contract Management
Supply Chain Management
PIA Head Office, Karachi.
Ph: 021 9904 4216, 9904 4101
Email: khijzpk@piac.aero,
contract.administration@piac.aero

Section 2 – Introduction

Objectives of This RFP

PIACL desires to acquire services of Oracle OEM Authorized Implementation Partner for Support, Development and Integration services for its Oracle – ERP (EBS). Selected vendor shall provide support services for all acquired modules. Support also includes provision of data/reports to different Auditors/ Govt. Agencies. Vendor shall propose FOC development Man-Days for the term of this contract for each year as per Sub Section 2 “Technical Requirement” of Section 9 and development Man-Days on cost as per Sub Section 3 “Financial Requirement” of Section 9 of this RFP. PIA may use the FOC Development Hours in a year for its sole discretion of development in any module or report. Selected Vendor shall also provide integration services for existing systems and acquired systems.

The term of this agreement will be three (03) years effective from the date of commencement of the services. Agreement will be renewable for further two (02) terms, each of one (01) year, with mutual consent.

Service providers may apply for the said services as Consortium or in Joint Venture.

- The Applicant may be either a single entity or a consortium of entities (the “Consortium”). The consortium may have two or more entities. An entity which is part of the Consortium is not permitted to be part of another consortium or apply in parallel as a single entity.
- In the event that the Applicant is a Joint Venture (“JV”) or a Consortium, then the

Applicant shall submit the following additional documents:

- a. Copy of the original JV/the Consortium agreement, which must clearly specify the lead entity.
- b. The documentation must outline precisely the responsibility of each member entity of JV/the Consortium.

At least one member-entity of JV/the Consortium must have Incorporation Certificate issued by Security and Exchange Commission of Pakistan.

Cost of the RFP

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

Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP

document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidder's risk and may result in rejection of the bid.

Bidders are requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail or through conference call at the address/ numbers mentioned in this RFP at any time before the date of submission.

Ownership of the RFP

The content of this RFP is a copy right material of PIACL. No part or material of this RFP document should be published in paper or electronic media without prior written permission from PIACL.

Section 3 – Existing Environment & Scope of Work

Existing Environment

ERP (EBS) system is hosted at PIACL Data Center in Karachi while DR Site is at NTC Data Center Islamabad. Following are the high-level details of implementation at PIA.

Functional:-

- **Financial Modules** Oracle General Ledger
- Oracle E-Business Tax
- Oracle Payables
- Oracle Receivables
- Oracle Cash Management
- Oracle Assets
- Oracle Treasury
- Oracle Internet Expenses

SCM Modules

- Oracle Purchasing
- Oracle Inventory
- Oracle Order Management
- Landed Cost Management
- Oracle Enterprise Asset Management
- Oracle Project and Costing Module
- Oracle Procurement Contracts
- Oracle Sourcing for Purchasing
- Oracle iProcurement
- Supplier Lifecycle Management
- Oracle iSupplier

HCM Modules

- Oracle Core HR

- Oracle Self Service HR
- Oracle Learning Management
- Oracle Performance Management
- Oracle Succession Planning
- Oracle I-Recruitment
- Oracle Time & Labour
- Oracle Payroll Domestic/International
- Oracle Compensation Work Bench
- Oracle BI HR
- Custom Passage Module
- Custom Health Care Management

Others

- Maintenance- Oracle Enterprise Asset Management (eAM)
- Maintenance- Oracle Self-Service work Requests for Oracle eAM
- Oracle Project Management - Costing

Scope of Work

Scope of Service Level Agreement (SLA)

SLA scope includes but not limited to the below listed General Scope, all the related Support Services Scope for implemented module on As-Is basis and as well as the Development Services Scope for new modules/services developed or integrated by the Vendor during the term of this contract.

General Scope

1. Vendor should have established and comprehensive Help Desk System through which complains can be logged in.
2. Vendor shall provide access to the complaint management system to PIA ERP team, to log issues and complaints for the support. The software will be used to escalate the support ticket to next levels.
3. 1st Level or Severity Level S- 4 - Support will be provided by PIA ERP team itself.
4. Vendor will provide level-2 Support Team if issue not resolved at level-1 by PIA Team.
5. On-Site team will work during Office Hours at PIA premises at Karachi, and/or Islamabad offices
6. Onsite Team should consist of following members
 1. Sr. Techno-Functional
 2. 2 Oracle EBS Developers
 3. 2 x Report Writers
 4. 3 Functional Resources (1 each for FIN, HCM, SCM)
7. Man Days will be considered as working day of 8 hours, however work on other days like holidays, will only be considered if authorized by designated PIA Officer.
8. Vendor will also arrange and ensure the presence of Support Person(s) on weekend and public holidays, as and when required.
9. The onsite resources shall abide by the discipline policies of PIA and their attendance will be marked as per PIA policies.
10. Vendor shall provide services as per the below Service Level Matrix is as under:

Type of request	Acknowledgement of request	Expected Time to Resolve/ Workaround
Critical (S-1)	Within One hours	3-5 hours
High Priority (S-2)	Within 2 hours	6-10 hours
Low Priority (S-3)	Within 4 hours	12-18 hours
Query (S-4)	Within 12 hours	24 hours

10.1 Classification of Severity Levels

Following classifications will be used to identify and prioritize incoming support requests:

A) **Critical (S-1):**

- a) A mission critical service is down, and no workaround is immediately available, for instance when users fail to access the production system for business operations
- b) Production system has been significantly impacted and makes the use of the Oracle ERP applications production system impossible
- c) The Oracle ERP applications production system is not functioning or is severely impaired.
- d) Oracle applications production system is down and is unable to restart or the problem resurfaces within hours of a restart.
- e) Oracle ERP applications production system experiencing severe performance degradation causing site to be unusable.
- f) The Oracle ERP applications production system is down or unavailable and the DR server is also not available resulting in the inaccessibility of the Oracle ERP applications system.
- g) Loss or corruption of data on an Oracle applications production system. A major component or function has failed in production.
- h) Oracle applications production system is halted or severely impacted by the problem.

B) **High (S-2):**

- a) A user is unable to use an Oracle applications production system or system critical feature as and the issue affects a significant number of users.
- b) A performance degradation of an Oracle applications production system that causes a high impact on system functionalities for a significant number of users.
- c) The Oracle applications production system is operational, but its functionality is seriously affected.
- d) Oracle applications production system is experiencing frequent failures which are addressed by restarting the system.
- e) A workaround is not possible, or a workaround exists but is unacceptable because of its impact on the service delivery.

C) **Low (S-3):**

- a) Any issue with the system that is not covered above

D) Information Request Only (S-4):

- a) Any user request for information that the PIA Level-1 Support cannot address.

Support Services Scope

- a) Any bugs, errors, issues related to the system that result in the non-availability of system features or hampers usage of the systems are covered under these support services, and will be fixed in accordance with service levels defined at Clause 6.1 of this section.
- b) Functional Support for all Modules mentioned in sub-section “Existing Environment” of this section.
- c) Support for system integration already developed on As-is basis as well as the integration done by the Vendor during the term of this contract
- d) Technical Support for all applications
- e) Troubleshoot existing custom programs
- f) Database and Application health-check
- g) Provide key and end users with functional and technical assistance and guidance to optimize the solution’s use and adoption
- h) Tracking, monitoring and escalation of issues at level-2 support

Development Services Scope

Vendor must provide 50 Development Man-Days FOC per year during the term of the contract.

Unutilized Man-Days will carry on and add up in next year’s FOC Man-Days. Vendor will:

- a) Provide estimates, complexity and feasibility of new developments (other than Essential)
- b) Understand and challenge (with market best practice) PIACL’s business requirements and transform them into clear and concise technical specifications with the ability and flexibility to conceive creative solutions if and where necessary;
- c) Make changes and configurations to the Solution as per approved change requests and deployment plans
- d) Follow a strict change control management process prior to any production configuration change
- e) Support the user acceptance testing process (e.g. UAT test scripts and UAT support)
- f) Provide immediate post go-live assistance for any solution change

- g) Customization such as ad-hoc approval workflows, business intelligence (BI) publisher reports, dashboards, ad-hoc Java packages development, definition of custom roles and responsibilities
- h) One Oracle Apps version Up-gradation per year (functional and technical both). This will be considered as single new process.
- i) Vendor will integrate third-party solutions.
- j) Training and technical guidance of internal ERP team/ resources.

Section 4 – Evaluation & Selection Process

Bid Evaluation & Selection

Evaluation of the bids against this RFP will follow Single Stage Two Envelope bidding process. Bidders shall submit two envelopes at the time of submission of the bid. One envelope, marked as “A-Technical Bid” shall contain all technical information and documents as laid out in the Section - 9 & 10. The second envelope, marked as “B-Financial Bid”, shall contain financial information and price of the solution offered by the vendor as laid out in the section- 9 & 10. Only technically qualified bidders shall be eligible for the opening of their respective Financial Bid.

The responses against this RFP will be evaluated as per requirements mentioned in Section-9 “**Evaluation Criteria**” of this RFP. For qualifying, bidders shall fulfill all the requirements as laid out in Sub Section-1 “Mandatory Requirements” of Section -9 “Evaluation Criteria”. If any of the mandatory requirements have not been met, the bid shall be considered disqualified straightaway and no further evaluation shall be performed beyond that point.

Moreover, bidders will have to secure 65% marks in the Sub Section-2 “Technical Requirement” of “**Evaluation Criteria**”. Scoring less than 65% will result in the bid’s disqualification. The weightage of a financial bid is 60% and the technical bid is 40%. The contract will be awarded on the combined weightage factor of technical and financial proposals which is 40%-60% respectively. The bid having the highest combined weightage will be considered as most advantageous. The following calculation method will be used:

Technical Marks Acquired x 0.4 = Technical Weightage
Financial Marks Acquired x 0.6 = Financial Weightage
Technical Weightage + Financial weightage = Combined weightage marks
The bidder having the highest combined weightage marks would be considered as a most advantageous bidder

Section 5 – Instructions to Bidders

A. The Bidding Document

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and PIACL will in no case be responsible or liable for those costs.

5.3 Content of Bidding Document

The Bid shall be in 2 separate envelopes, Envelope A and B. One envelope, marked as “A- Technical Requirements” shall contain all and documents as laid out in Sub-Section 1 Section - 9. The second envelope, marked as “B- Financial Requirements”, shall contain financial information as laid out in the Sub-Section 2 of section- 9.

5.4 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify PIACL through email at any time prior to the deadline for receiving such queries as mentioned in Section-1.

Any modification to the bidding documents which may become necessary shall be made by PIACL by publishing an Addendum to PIACL’s and PPRA websites.

5.5 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, PIACL may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in PIACL’s and PPRA websites. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, PIACL may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be published as corrigendum at PIACL's and PPRA websites.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

5.6 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. PIACL reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.7 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, PIACL may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.8 Format of Bid

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid only. In case of any discrepancy between them, the original (hard copy) shall govern.

5.9 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interrelations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

C. Submission of Bid

5.10 Bid Submission

The Bidder should bear all the costs associated with the preparation and submission of their bid and PIACL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section-1.

The offers should be made strictly as per the formats enclosed. No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Officers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.11 Bid Currency

All prices shall be expressed in PKR only.

5.12 Bid Language

The bid shall be in English Language.

5.13 Rejection of Bid

The bid is liable to be rejected if the bid document:

- a) Does not bear signature of authorized person.
- b) Is received through Fax / E-mail.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.
- h) No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.14 Deadline for Submission

The last date of submission of bids is given in Section-1. However, the last date of submission may be amended by PIACL and shall be notified through its website and newspapers by publishing corrigendum.

5.15 Extension of Deadline for submission of Bid

PIACL may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be intimated through PIACL and PPRA websites and Newspapers, in which case all rights and obligations of PIACL and Bidders will thereafter be subject to the deadline as extended.

5.16 Late Bid

Bids received after the scheduled time will not be accepted by the PIACL under any circumstances.

PIACL will not be responsible for any delay due to postal service or any other means. The decision of GM Contract Management in this respect shall be final and binding.

5.17 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

5.18 Right to Reject, Accept/Cancel the bid

PIACL reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. PIACL does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. PIACL also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

5.19 RFP Abandonment

PIACL may at its discretion abandon the process of the selection of bidder at any time before notification of award.

Section 6 - Bid Opening**6.1 Opening of Bids**

Bids will be opened in 2 stages:

Stage 1 – In the first stage the Envelope – A “Technical Proposal” will be open.

Stage 2 – Envelope – B “Financial Proposal” will be opened only of those bidders who will fulfill all requirements mentioned in “Technical Proposal”.

Section 7 - Bid Evaluation**7.1 Preliminary Examination of Bids**

PIACL will examine the bids to determine whether they are complete; whether required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order.

PIACL may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by PIACL and may not subsequently be made responsive by the Bidder by correction of the nonconformity. PIACL's determination of bid responsiveness will be based on the content of the bid itself. PIACL may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Bids

The Technical Evaluation will be based on the following broad parameters:

- a) Compliance to Technical Specifications, Mandatory, Technical & Financial information, Scope of Works and Terms & Conditions as specified in this RFP.
- b) PIACL reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them for evaluation purpose.
- c) Review of written reply, if any, submitted in response to the clarification sought by PIACL.
- d) To assist in the examination, evaluation and comparison of bids PIACL may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the substance of the bid shall be sought, offered or permitted.
- e) PIACL may interact with the Customer references submitted by bidder, if required.

7.3 Evaluation of Commercial Bids

Commercial bids of only the technically qualified short-listed bidders will be opened. Evaluation of commercial Bids will be done as per Sub-Section 3 "Financial Evaluation Criteria" of the Section-9.

Section 8 - Terms and Conditions

8.1 Letter of Intent

After selection of the bidder, and after obtaining internal approvals, PIACL will send Letter of Intent / Purchase Order to the selected Bidder.

Once the selected Bidder accepts the Letter of Intent the selected Bidder(s) shall furnish the Performance Guarantee to PIACL in shape of Pay order or Bank Guarantee.

8.2 Term of the Order/Contract

The term of the Contract will be for a period of 3 years, renewable for the further two terms of 1 year each with mutual consent. Contract effective date shall be communicated through Letter of Intent (LoI).

8.3 Acceptance Procedure

- Within 5 days of receipt of LOI, the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award. In such case the Bid Security or Performance Guarantee submitted by the bidder shall be forfeited.

8.4. Performance Guarantee

The Successful bidder shall, within 15 days of receipt of LOI, submit a Performance Guarantee in shape of pay order or Bank Guarantee (BG) equal to 10% of total value of the services' cost (exclusive of taxes).

8.5 Contract Duration and Termination

a) The Agreement shall be made for the term of Three (03) years from the Effective Date. After three years, the Agreement may be renewed subject to PIA requirement, and subject to satisfactory performance with mutual consent of the Parties on same terms and conditions of the present agreement or otherwise agreed between the Parties at the time of renewal for further two terms of One (01) year each.

For Insolvency: PIACL at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PIACL.

For Non-Performance: PIACL reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by PIACL).

b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to PIACL at the site.

c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to PIACL or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to PIACL or to an alternative 3rd party / vendor

nominated by PIACL. Where PIACL elects to transfer the responsibility for service delivery to a number of vendors, PIACL will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.

8.6 Dispute Resolution and Governing Law

1. The Parties shall endeavor to resolve any difference, dispute or matter arising under this Agreement, failing which either Party may refer it to arbitration before a mutually appointed sole arbitrator. The arbitration shall be conducted in accordance with the Arbitration Act, 1940 and the venue for arbitration shall be at Karachi.
2. This Agreement is governed by the laws of Islamic Republic of Pakistan. The parties hereby irrevocably consent to exclusive jurisdiction in the courts at Karachi Pakistan.

8.7 Terms Of Payment

Payment terms will be decided with selected vendor(s) later on with mutual consent at the time of agreement.

Section 9 – Mandatory & Technical Requirements

Sub-Section 1

Mandatory Requirements

Bidders must comply all the mandatory requirements. Failure to meet any shall straightway disqualify the bid and no further evaluation shall be take place.

S. No.	Description	Documents
1	Must comply and accept all the requirements and specifications mentioned in Scope of Work, technical specifications and terms & conditions of this RFP.	Attach compliance sheet (Y/N or further detail if required) for every point mentioned in these sections
2	Bidder must have office and resource pool in Karachi	Office address
3	Bidder must have experienced Developers/Functional resources on Oracle EBS for FM, HCM and SCM each (i.e., at least 3 Development or Functional resources 1 each for every module)	CVs of Functional and Development Resources
4	Bidder must have valid NTN and registered with SECP or relevant Authority	NTN and SECP or relevant Certificate
5	The bidder should not be currently blacklisted by any bank / institution/ Govt. agency in Pakistan or abroad	Affidavit
6	Bidder must have at least 2 customer references for which they have provided same services in Last 5 Years	Customer References
7	On-Site Support Team as defined in Scope of Work	
8	Bidder must have comprehensive Help Desk System	
9	Bidder must provide 50 FOC Man-Days for Development	

Sub-Section 2
Technical Requirements

Total marks are 100 weightage is 40%. Bidders must acquire 65% marks in this area to qualify, otherwise the bid will be disqualify.

S. No.	Requirements	Marks	Documents/Description
1	Number of years in business	15	SECP or relevant Registration Certificate.
		3-5 years = 5 6-9 years = 10 10+ years = 15	
2	ERP Project Implementation Cycle Experience (Project Lead Experience)	15	Project's Cycles and Customer References.
		1-2 Projects = 5 3-5 Projects = 10 5+ Projects = 15	
3	Customer references for which similar SLA Agreements have been done in last 5 years.	20	Projects' and customers' List along with customers' letter/ any document which verify the claim
		3-6 = 5 7-10 = 10 11+ = 20	
4	Number of Experienced Functional or Development Resources on Oracle EBS for FM, HCM and SCM.	20	CVs of Resources clearly mentioning the relevant experience on Oracle EBS FM, HCM and SCM modules.
		2-3 Support or Implementation Specialist for each specialization = 10 4+ specialist for each specialization = 20	
5	Online Support	15	Support Detail along with Escalation Matrix Diagram
		9x5x5 Support = 10 24x7x365 Support = 15	
6	FOC Man-Days/ Year over and above Mandatory 50 Man-Days	15	
		50+-100 = 5 100 - 300 = 10 300 + = 15	
Total Marks		100	

Sub-Section 3
Financial Requirements

a) The Applicant must submit audited financial statements/balance sheets of the latest financial year, supported by audit letters duly signed and stamped by an authorized representative. The Audited report shall be submitted along with the technical proposal.

b) The proposed number of man-days is for rate provision and bid price calculation purposes only. The 1000 Man-Days figure and their break-up are not a commitment, actual Man-Days/year may be more or less than this. The vendor shall provide Per-Man Day rates for each category mentioned in “Development Categories”. The development services will be acquired on as- and- when- required basis during the term of this contract at the rates specified by the vendor in the table given below. These rates will remain unchanged during the term of the contract (initial term). The bid price will be considered inclusive of taxes (if applicable). The total Marks of the Financial Bid are 100, and the Weightage of the Financial Bid is 60%.

c) Bid Cost will be calculated by combining the Total Cost of Table A and Table B inclusive of taxes. The formula is as under:

Total Cost of Table A + Total cost of Table B = Bid Cost (Inclusive of Taxes)

d) Marks distribution will be as under:

Lowest Bidder = 100 Marks

2nd Lowest = 75 Marks

3rd Lowest = 50 Marks

Rest of the Bidders = 25 Marks each

Development Categories & Rates (Table A) to be paid at actual on ‘As & When’ required basis.

S.No	Development Categories	Man-Days for 3 Years	Rate/Man-Day	Total Cost for 3 Years (Excl. Tax)	Applicable Tax	Total cost of Development for 3 years incl. of Taxes
1	Personalization of Forms	250				
2	Customization	250				
3	Application Development	250				
4	Report Development	250				

Support Cost (Table B)

Description	1 st Year	2 nd Year	3 rd Year
Support Cost			
Other Cost			
Total (Exclusive of Taxes)			
Applicable Tax			
Total cost of support for 3 years Inclusive of Taxes			

Total Cost ‘Table A’ for 03 Years including tax PKR	
Total Cost ‘Table B’ for 03 Years including tax PKR	
Grand Total ‘A+B’ for 03 Years including tax PKR	

Section 10
Annexure “A” - Bidder Information Form

Detail of the Bidder		
1	Name of the Bidder (Prime)	
2	Constitution of the Company (Public/Pvt)	
3	Valid Sales tax registration no.	
4	Valid SECP registration no.	
5	Name & Designation of the contact person to whom all references shall be made regarding this tender	
6	Company's Contact Number	
7	Contact Person's Number	
8	E-Mail of the contact person	
9	Email of the Company	
10	Website	
Summary of Financial Details (As per submitted audited report)		
11	Last Year Turn over	

Annexure B - Declaration for Clean Track Record

To
The General Manager Contract Management
Pakistan International Airlines Corporation Limited
Supply Chain Management Building
Old Karachi Airport

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for “**ERP Support, Maintenance and Development**”. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in Pakistan / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure C - Declaration for Acceptance of RFP Terms and Conditions

To
The General Manager Contract Management
Pakistan International Airlines Corporation Limited
Supply Chain Management Building
Old Karachi Airport

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **for “ERP Support, Maintenance and Development”**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure D - Declaration for Acceptance of Scope of Work

To
The General Manager Contract Management
Pakistan International Airlines Corporation Limited
Supply Chain Management Building
Old Karachi Airport

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for “**ERP Support, Maintenance and Development**”. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure E – Mandatory Requirements Compliance Matrix
(to be signed and stamped)

S. No.	Description	Documents
1	Must comply and accept all the requirements and specifications mentioned in Scope of Work, technical specifications and terms & conditions of this RFP.	Attach compliance sheet (Y/N or further detail if required) for every point mentioned in these sections
2	Bidder must have office and resource pool in Karachi	Office address
3	Bidder must have experienced Developers/Functional resources on Oracle EBS for FM, HCM and SCM each (i.e., at least 3 Development or Functional resources 1 each for every module)	CVs of Functional and Development Resources
4	Bidder must have valid NTN and registered with SECP or relevant Authority	NTN and SECP or relevant Certificate
5	The bidder should not be currently blacklisted by any bank / institution/ Govt. agency in Pakistan or abroad	Affidavit
6	Bidder must have at least 2 customer references for which they have provided same services in Last 5 Years	Customer References
7	On-Site Support Team as defined in Scope of Work	
8	Bidder must have comprehensive Help Desk System	
9	Bidder must provide 50 FOC Man-Days for Development	
10	The company's revenue must be over 35 Million as per last audited financial report	Last Year Audited Report

INTEGRITY PACT / DISCLOSURE CLAUSE**(To be submitted on Company's Letterhead)**

Declaration of Fees, Commissions and Brokerage Etc. Payable by the Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers of Goods, Services & Works _____ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

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

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

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

(To be submitted on Rs. 100 Stamp Paper)

General Manager Contract Management
Supply Chain management
Pakistan International
Airlines Karachi

Subject: Undertaking to Execute Contract

Dear Sir,

1. We/I, the undersigned tenderer do hereby confirm, agree and under take to do following in the event our/my tender for supply/ services of _____ to PIACL is approved and accepted:
2. That we / I will into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledge and which has been studied and under stood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIACL to doso.
3. That all expense in connection with the preparation and execution of the contract including stamp duty will be borne by us /me.
4. That we / I shall deposit with PIA the amount of security as specified in the contract which shall continue to be held by PIACL until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIACL the Earnest money held by PIACL shall fortified and we / I shall not question the same.

Tenderer's Signature _____

Name in full _____

Designation _____

Address _____

Phone /Fax# _____

CNIC _____

Seal _____

Date _____

Email Address _____