

REF: GM (P) CAC/CONT/Review of Implementation of Oracle ERP system /2020

M/S _____

SUB:Professional Services for Oracle ERP Post Implementation Review.

Dear Sirs,

We are pleased to invite your sealed tenders for the item 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:-

A) SUBMISSION OF TENDER

1. You are required to send your tenders addressed to General Manager Procurement, PIA Supply Chain Management Building, JIAP Karachi latest by **01-06-2020 at 10:30 hrs.** 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 General Manager Procurement, 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 Chairman Tender Committee in this respect shall be final and binding.

3. Bidders are required to submit a Pay Order of Rs. 3000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders).

B) EARNEST MONEY(Local Bidders Only)

The Tender should be accompanied a Pay Order payable (valid for 180 days from the date of tender opening) equivalent to 2% of total bid value in the name of M/S PAKISTAN INTERNATIONAL AIRLINES as interest free Earnest Money (Refundable). Earnest Money in shape of pay order or Bank Guarantee / Insurance Guarantee and any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without Earnest Money shall not be considered.

C) SECURITY DEPOSIT(Local Bidders Only)

The successful tenderer upon award of Contract / Purchase Order will be required to furnish security deposit (Pay Order OR Bank Guarantee / Insurance Guarantee) in the amount equivalent to **10%** of total tender value stated in the Letter of Acceptance 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.

D) Instruction 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.

E) **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

F) **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) Schedule “A” duly filled in, signed and sealed.
- b) Original Pay Order or Bank Guarantee 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 Procurement, 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.

G) 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.

H) Duration of Contract

The term of the agreement will be proposed by the bidder and will be accepted by the Customer, however the term cannot exceed six (06) months and can be extended by the Customer for another (3)months if needed..

Yours truly,

Muhammad Usman Akhtar
GM Procurement
Supply Chain Management PIA Head Office, Karachi.
Ph: 021 9904 3081, 9904 4101
Email: khijzpk@piac.aero, contract.administration@piac.aero



REQUEST FOR QUOTATION

Professional Services for Oracle ERP Post Implementation Review



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ABOUT PIA

Pakistan International Airlines Company Limited (PIACL) is the national flag carrier of Pakistan and is in the business of air transportation of passengers and cargo and related activities. PIA's primary focus is to serve the Pakistani community at large and travelers across the globe in general. The airline has its offices and stations located across the world.

INTRODUCTION

PIACL has implemented the ORACLE-ERP (EBS) with partnership of local vendor for replacement of legacy systems.

Following are the high-level details of implementation at PIA.

*Functional:-

Financial Modules

- General Ledger
- Payables
- Receivables
- Cash Management
- Fixed Asset
- Oracle Treasury
- Oracle Internet Expenses

SCM Financial Modules

- Oracle Purchasing
- Oracle Inventory
- Oracle Order Management
- Landed Cost Management
- Oracle Procurement Contracts
- Oracle Sourcing for Purchasing
- Oracle iProcurement
- Supplier Lifecycle Management
- Oracle iSupplier

HCM Financial Modules

- I-Recruitment
- Performance Management
- Payroll Domestic/International

All Others

- Maintenance- Oracle Enterprise Asset Management (eAM)
- Maintenance- Oracle Self-Service work Requests for Oracle eAM
- Oracle Project Management - Costing
- Medical - Administration System
- Integration with RAPID
- Integration with Provided Fund
- Integration with AIMS
- Load Balancer

- Firmware Upgrade
- Tape Backup Issue
- VM Consolidation
- SOA Suite for Oracle Middleware
- Web Center Portal
- Identity & Access Management Suite Plus
- Audit Trail
- Single Sign On
- Single Incumbent

All these modules consist of both the standard oracle processes as well as customized processes developed by the implementation vendor as per requirements of PIA & based on the outcome of the following processes.

- i) AS-IS process study
- ii) TO-BE design process
- iii) Gap Analysis
- iv) Functional Design Document – Identified Customization Requirements
- v) Integration

Objective:

PIA intends to have through review of the ERP implementation for all the procured modules its design and effective controls and process utility in order to bring further efficiency in the system. The board purposes for Post-Implementation Review:

- To ascertain the degree of success from the project, in particular, the extent to which it met its objectives, delivered benefits, and addressed the specific requirements as originally defined in what documents.
- To examine the efficacy of all elements of the working business solution to see if further improvements can be made to optimize the benefit delivered.
- To study and access the existing system.
 - Identify GAP / RISK / system Weaknesses / Opportunity in business designs specifically highlighting internal control issues as per best practices, design issues, process issues (resulting in inefficient).
 - Recommendation for quick-win, long-term fixing, Business process revision to improve future project work and solutions.

In this regard quotations are requested from the established firm, which is registered in Pakistan to provide such services.

SCOPE OF SERVICES

PIA intends to enter into a contractual arrangement with a successful bidder to provide services with Oracle resources (On-site “PIA HEAD OFFICE KARACHI”) comprising of Technical Experts and Functional Consultant led by Lead auditor.

Scope of the exercise will mainly cover the following areas:

1. Evaluate Effective Design and usage of ERP:
 - a. Mapping & alignment of business process into ERP with suggestions for process improvement, if any,
 - i. Understand the existing business processes and existing ERP application
 - ii. Identify the gaps in the existing processes and suggest appropriate process redesign solution available in the (PIA’s purchased) application
 - iii. Identify overlapping, unused, unmapped and redundant processes / application
 - iv. Integration and linking of various modules
 - v. Review of management reports/departmental reports/ identify the gap and proposed fixes in internal controls
2. Adequacy and efficiency of ERP ICT infrastructure / Utilization
 - a. High Availability: Review of ICT Architecture of ERP system for high availability, BCP & uptimes
 - b. Replication between the Data Centre and DR Centre.
 - c. Identify / Recommend KPI for ERP functionality / sustainability
3. Validations of governance structure and controls in ERP
 - a. Review existing functional structure, validations, checks and internal controls in the ERP system and to suggest Industry Best Practices where ever applicable.
4. Evaluation of Security Measures
 - a. Review of security measures implemented in ERP system and work-stations
5. Skill development of users –existing & for future
 - a. Identify any learning and development opportunities for the existing users
6. Interfacing with Associate system (Non-Oracle)
 - a. Review major challenges in integration with associate systems & suggest the appropriate way out
7. Reporting and data analytic
 - a. Review major challenges in management reporting and data analytics & suggest the appropriate way out
8. Monitoring and performance
 - a. Identify KPI for ERP technical / functionality
9. Vendor SLA
 - a. Review & identify “Post-go-live support” operational needs.
 - b. Review and re-define Third-party vendor SLAs with clear roles and responsibilities.
10. Information system Audit in an ERP environment (In light of ISA 315, 330)
Identify and assess the risks of material misstatement, whether due to fraud or error, at the financial statement and assertion levels.
11. Evaluate “ERP Post Implementation Warranty and Support” and assessment

CONCLUSIONS AND RECOMMENDATIONS: TheNext Steps:

The findings and recommendations will be presented to:

- The solution's business owners
- The leading participants in the project, and other parties who may be concerned with the results. Specific actions should be proposed to address any further work that is recommended.
- As remedial work to be performed by the original project team,
- For line management to address through user education and procedures etc,
- As further phases of development involving new projects.

PROJECT ORGANIZATION:

For realizing the overall business and technological /functional objectives, a fully resourced IT team is collaborating with PIA's management, through various stages of this project. Together the team reports to Project Steering Committee that has been set-up to oversee the progress and provide support from different department.

Bidding is open to all firms meeting the following requirements

- The firm must be registered with Sales Tax Registration Department and should be in possession of valid NTN number. Copies of the certificates must be provided with the bid.
- The firm must provide on letter head, Name of organization, details of offices across Pakistan and location of Head office, size of company (number of employees), number of years of being incorporated (at least last five (05) years in existence).
- The firm to provide the list of customers with the similar services provided in last 5years. The duration of each provided services MUST be mentioned along with the numbers of HR provided and the name, contact information of the beneficiary organization
- The firm shall be fully responsible for the provision of the licenses required by the IT Human Resource (provided under this contract) for developer's environment or software tools including OS, software applications, IDEs, APIs, etc....
- PIACL will deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered.
- IT Personnel deputed by the firm must have their own hardware (laptops, smart phones, or other relevant equipment) during their engagement at PIACL
- Affidavit from the firm that its team MUST fulfil the technological experience, expertise of tools as mentioned for any future requirements during the life of the contract.
- Affidavit from the firm that IT HR will keep the confidentiality of all the projects, code, and initiatives performed under this contract.
- Affidavit that the company has never been blacklisted by any government/semi government/autonomous body or private company.
- Provide organizational chart covering management structure and key personnel (technical, administrative, and managerial)
- The Financial Proposal shall be inclusive of all taxes
- Provide details on history of litigations, if any

INSTRUCTIONS

- Eligible Contractors
- For the purpose of this RFP all parties receiving or responding to this RFP are considered bidders or potential contractors and have been identified throughout the RFP accordingly. This will be a "Single Stage Two Envelope" Bidding Processl.

- The Contractors are invited to submit a detailed Technical Proposal and an item wise Commercial Proposal for Services required for the assignment as named in the ERP Post Implementation review. The proposal will be the basis for the ultimate execution of a contract with the selected successful Contractor(s).
- Information relating to evaluation of proposals and recommendations concerning awards will not be disclosed to the Contractor or to other persons not officially concerned with the process. The Contractor shall maintain complete confidentiality of its proposal and shall not disclose the proposal or any terms thereof to any unrelated person or any third party. The Contractor shall also keep confidential all its discussions with PIA.
- By submitting a Proposal, the Contractor agrees to be legally bound by the terms and conditions set out in this RFP. The Proposal will be considered as a binding offer from the Contractor subject to acceptance by PIA.
- PIA will not be bound to accept the lowest or any Proposal and will not be committed to any Proposal until a contract has been executed. PIA, in its absolute discretion and without liability to any party, may decide at any time to amend the RFP, extend the deadline for submission of Proposals or amendments to the Proposals or terminate the RFP process in whole or in part.

Cost of Bidding

- The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will in no case be responsible or liable for those costs.

Assurance

- The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods / Services pursuant to the Contract, within the time set forth therein.

Amendment of Bidding Documents

- At any time prior to the deadline for submission of bid, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment.
- The amendment shall be part of the bidding documents will be notified by website.
- In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Client may, at its discretion, extend the deadline for the submission of bid.

Language of Bid

- The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

Period of Bid Validity

- Quotation MUST be valid for (180) days from the date of opening and once contract is awarded quotation MUST be valid for the duration of the contract.

Bid Preparation

- The Bid Bond to be enclosed in a separate envelope, labelled as “Bid Bond”, and which should be sealed. It must be ensured that bid bond should not be in the same envelope as the financial proposal. In the technical bid, Firm must confirm on company’s letter head that the Bid Bond is being submitted as required by PIACL.
- Envelope for financial proposals should clearly mark: “Financial Proposal”. Two hard copies of Technical Proposal and Financial proposal are required. Soft copies of both Technical proposal and financial proposal must be provided along with bid envelopes in inerasable format.
- Main Envelope for Technical proposal should clearly mark “Technical Proposal”. Main envelope for technical proposal should contain 02 hard copies and 02 soft copies of the technical proposal (each

being physically separated, bound, sealed and labelled as “Technical Proposal”). Each envelope should contain similar supporting documents.

- Detail of technical specifications is mentioned under Evaluation Criteria Section: Stage-1 (a) & Stage-1 (b) and evaluation will be done as per tables mentioned in Stage-1 (a) & Stage-1 (b). Bidders MUST provide all details required in Stage-1 (a) & Stage-1 (b).
- It is mandatory for all the firms to fill up the TABLE (A, B, C) as per prescribed format mentioned in Annexure-I.
- All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
- The successful vendor shall be required to deposit in the form of a Bank Guarantee, a Performance Bond upon execution of the contract, the bond should be equivalent to 10% of actual services. This Bank Guarantee shall be issued by a scheduled bank operating in Pakistan and shall be kept valid from the date of issue, and should cover the contract duration.
- PIACL reserves the right to reject any or all the proposals, submitted in response to this tender notice prior to acceptance.
- Incomplete proposals shall be rejected.

Award of Contract

Acceptance of Bid and Award Criteria

- The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Evaluation Criteria and having the lowest financially evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.

Notification of Award

- Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that his bid has been accepted.
- The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
- The enforcement of the Contract shall be governed by Rule 44 of the PPRA-2004.

Signing of Contract

- After the notification of award, the Procuring Agency shall send the successful Bidder the Contract Form.
- The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document.
- If the successful Bidder, after completion of all formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de- barred from future participation, whether temporarily or permanently. In such situation, the Procuring Agency may award the contract to the next lowest evaluated Bidder or call for new bids.

Performance Bond

- On the date of signing of Contract, the successful Bidder shall furnish a Performance Bond equivalent to 10% of the bid value.
- The Bid Security submitted by the successful bidder may be adjusted or returned against the Performance Bond.
- The Bid Security Submitted by the unsuccessful bidders will be returned after the declaration of the Successful bidders.
- Failure to provide a Performance Bond by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.
- The Performance Bond submitted by the successful bidder shall be returned to the Bidder upon successful completion of deliverables.

PROPOSAL SUBMISSION GUIDELINES

SCHEDULE OF EVENTS

Event	Date*
Release of RFP	
Submission of request for Clarification, if any, from bidders (written/email contract.administration@piac.aero , khiarpk@piac.aero	22-05-2020
PIA response to the bidders	

*Subject to change at PIA's sole discretion

INQUIRIES

All questions and any form of communications with PIACL regarding this RFP must be in writing and only be directed to the RFP Contact named in schedule of events of this RFP unless otherwise advised in writing from the RFP Contact. Verbal responses to enquiries are not binding on any party. A Pre-Bid meeting may likely be called upon bidder's request.

EVALUATION OF BID

Evaluation shall be done at Individual Bid Price. Bidders MUST quote against category (Technical / Commercial), incomplete or partially filled bids will be considered as non-responsive.

SELECTION CRITERIA

Bids of the bidder whose proposal complies with all the mandatory requirement, will be evaluated for technical and financial requirements for total marks of 100. Selection will be made on the combine weightage of technical and financial proposals. Weightage factor is as under:

Technical Proposal: 50%

Financial Proposal: 50%

Sr. No	Summary of Technical Proposal Evaluation	Score Weight	Maximum Score
1	Initial Screening	MUST provide all the requested information as per “ <i>Stage-1 (a)</i> ” to qualify for the technical evaluation. Bidder MUST use Annexure-I as template to provide information.	
2	Firm’s Technical Capacity	50%	500
3	Financial Proposal	50%	500
Total		100%	1000

Two Stage Evaluation

Stage-1 (a): Preliminary evaluation (Initial Screening) of bids will be done on the basis of following parameters: (**Bidder must provide all following information in Technical Envelope**)

General terms and conditions compliance	Status
The firm must be registered with Sales Tax Registration Department and should be in possession of valid NTN number. Copies of the certificates must be provided with the bid.	
The firm must provide on letter head, Name of organization, details of offices across Pakistan and location of Head office, size of company (number of employees), number of years of being incorporated (at least last five <u>05</u> years in existence).	
The firm to provide the list of customers with the similar services provided in last 5 years. The duration of each provided services MUST be mentioned along with the numbers of HR provided and the name, contact information of the beneficiary organization	
Provide detailed documentation on financial capability and yearly growth rate (business revenue) in past five (05) years.	
A bid bond, in the shape of a Bank Draft/Pay Order in the name of PIACL, equivalent to the amount of Rs. 5,000/- should be submitted along with the tender. Bidder must certify that in case of selection the Performance bond equivalent to 10% of selected bid value as per actual will be submitted	

Affidavit from the firm that its HR MUST fulfil the technological experience, expertise of tools for any requirements during the life of the contract.	
Affidavit from the firm that its HR will keep the confidentiality of all the projects, code, and initiatives performed under this contract.	
Affidavit that the company has never been blacklisted by any government/semi government/autonomous body or private company.	
Provide organizational chart covering management structure and key personnel (technical, administrative, and managerial)	

Stage-1 (b): Detailed evaluation will be done for the firms who qualify the preliminary evaluation mentioned above. The qualification means “yes” to all the mentioned clauses along with the valid supporting document required in the preliminary evaluation.

In detailed evaluation, the **Evaluation & Award Committee** will verify the compliance with specifications mentioned in the following table:

Firm’s Technical Capacity

Firm’s Technical Capacity	
Terms and Conditions	Max Marks
Number of relevant Technical Staff available on pool <i>Calculation Criteria:</i> 1-20 personnel – 30 points, 21-50 personnel – 75 points, 51+ personnel - 100 points	100
Number of similar services provided in Pakistan *Firm MUST provide evidence of satisfactory performance certificate from their customer <i>Calculation Criteria:</i> 1-3 Customers – 40 points, 4-6 Customers – 100points, 7+ Customers – 200 points	200
The assignment will require the services of a firm/consultancy Company with Technical / Functional Skill & Competence in at least (3) full life cycle (Oracle EBS) implementation /Audit experienced. <i>Calculation Criteria:</i> <i>Threeimplementation/ Audit per category with 80% or above – 50Points</i> <i>Four implementation/ Audit per category with 80% or above – 100 Points</i> <i>Fiveor more implementation/ Audit per category with 80% or above – 200 Points</i>	200
Total	500

Stage-2: Technically qualified firms having lowest evaluated bid (Combined Firm’s Technical Capacity & Financial Proposal) shall be awarded the contract.

Evaluation of Financial Proposal																
Terms and Conditions	Max Marks															
<p>Example of a Bid Cost Evaluation</p> <p>When the total cost of each bid has been established, these costs should be converted to a score out of 500. Since the lower the cost the better, the lowest cost should be awarded a score of 100.</p> <p>All other bids should be scored using the formula:</p> $\text{Bid's Score} = 500 \times (\text{lowest total cost} / \text{bid cost})$ <p>Example:</p> <p>Three bids are received. The total cost for each is:</p> <table style="margin-left: 40px;"> <tr><td>Bid A</td><td>Rs 120</td></tr> <tr><td>Bid B</td><td>RS 124</td></tr> <tr><td>Bid C</td><td>Rs 142</td></tr> </table> <p>The cost score for each bid is:</p> <table style="margin-left: 40px;"> <tr><td>Bid A =</td><td>$500 \times 120/120 =$</td><td>500</td></tr> <tr><td>Bid B =</td><td>$500 \times 120/124 =$</td><td>483.87</td></tr> <tr><td>Bid C =</td><td>$500 \times 120/142 =$</td><td>422.53</td></tr> </table>	Bid A	Rs 120	Bid B	RS 124	Bid C	Rs 142	Bid A =	$500 \times 120/120 =$	500	Bid B =	$500 \times 120/124 =$	483.87	Bid C =	$500 \times 120/142 =$	422.53	500
Bid A	Rs 120															
Bid B	RS 124															
Bid C	Rs 142															
Bid A =	$500 \times 120/120 =$	500														
Bid B =	$500 \times 120/124 =$	483.87														
Bid C =	$500 \times 120/142 =$	422.53														
Total	500															

Annexure – I

CHECKLIST & QUOTATION

Bidder MUST fill out Table (A, B, C) listed in this section and submit (hard and soft copy) as part of their proposal as Annexure – X

NOTE: INCOMPLETE OR NON-COMPLIANCE TO THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY THE BIDDER

TABLE – A

NAME OF THE FIRM: _____		
GENERAL TERMS AND CONDITIONS COMPLIANCE	YES/NO	Requested information located on Page # of the submitted Bid
The firm must be registered with Sales Tax Registration Department and should be in possession of valid NTN number. Copies of the certificates must be provided with the bid.		
The firm must provide on letter head, Name of organization, details of offices across Pakistan and location of Head office, size of company (number of employees), number of years of being incorporated (at least last five <u>05years in existence</u>).		
The firm to provide the list of customers with the similar services provided in last 5years. The duration of each provided services MUST be mentioned along with the numbers of HR provided and the name, contact information of the beneficiary organization		
Provide detailed documentation on financial capability and yearly growth rate (business revenue) in past five (05) years.		
A bid bond, in the shape of a Bank Draft/Pay Order in the name of PIACL, equivalent to the amount of Rs. 5000/- should be submitted along with the tender. Bidder must certify that in case of selection the bid bond equivalent to 10% of selected bid as per actual will be submitted as and on required by the PIACL		
Affidavit from the firm that IT HR MUST fulfil the technological experience, expertise of tools as mentioned in Clause 2: Categories of Required HR: for any future requirements during the life of the contract.		
Affidavit from the firm that IT HR will keep the confidentiality of all the projects, code, and initiatives performed under this contract.		
Affidavit that the company has never been blacklisted by any government/semi government/autonomous body or private company.		
Provide organizational chart covering management structure and key personnel (technical, administrative, and managerial)		

The assignment will require the services of a firm/consultancy Company with Technical / Functional Skill & Competence in at least (3) full life cycle (Oracle EBS) implementation /Audit experienced.		
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TABLE – B

NAME OF THE FIRM: _____	
TERMS AND CONDITIONS	Requested information located on Page # of the submitted Bid
Number of relevant Technical Staff available on pool	
Number of similar services provided in Pakistan *Firm MUST provide evidence of satisfactory performance certificate from their customer	
The assignment will require the services of a firm/consultancy Company with Technical / Functional Skill & Competence in at least (3) full life cycle (Oracle EBS) implementation /Audit experienced.	

TABLE – C

QUOTATION			
NAME OF THE FIRM: _____			
Sr. No	Category #	Services description	Total cost (PKR) for services. *inclusive of all taxes and/or other cost (if any)
1	I	Post-Implementation Review (PIR) of Oracle EBS Implementation in PIACL	
2	II	Empty row.	
Total			

Draft Contract

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

Dated:

THIS Contract is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Karachi Airport (Hereinafter called the "PIACL" or "Purchaser") of the one part

AND

[name of the Contractor], having its head office at _____ (hereinafter referred to as the "Contractor" which expression shall where the context so admits include its successors and assigns) of the SECOND PART.

The PIACL and the Contractor may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

RECITALS

WHEREAS,

- (a) The purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser invited the bids through process as defined in applicable laws whereby after completing the process the bid of the for the provision of certain services as described in Tender Document; and the bid of the Contractor has been selected after technical and financial evaluation.
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. Term:

- 1.1. The term of the agreement will be proposed by the bidder and will be accepted by the Customer, however the term cannot exceed six (06) months and can be extended by the Customer for another (3) months if needed.

2. Services:

- 2.1. Contractor shall provide the PIA with all those Services under this Agreement including those services outlined in Scope of Work. The services shall be provided on as and when required by the PIA and shall be in accordance with Payment Card Industry (PCI)/ DSS and other related standards.

3. Approvals:

- 3.1. Contractor shall obtain and maintain in force at all times during the Term all licenses, approvals, consents, authorizations and licenses necessary to provide the Services to the PIA as per the terms of the Agreement including without prejudice to the generality hereof the requisite licenses, approvals from State Bank of Pakistan (SBP) or any other relevant authority, agency or body.
- 3.2. The PIA shall obtain and maintain in force at all times during the Term all licenses, approvals, consents, authorization and licenses necessary to avail the Services.

4. Force Majeure:

- 4.1. No delay or failure in performance by either Party hereto shall constitute default hereunder or give rise to any claim for loss, costs, damages and expenses if, and to the extent, such delay or failure is caused by force majeure. Unless such force majeure substantially frustrates performance of this Agreement, force majeure shall not operate to excuse, but only to delay, performance.
- 4.2. Force majeure is an occurrence beyond the control and without the fault or negligence of the Party affected and which said Party is unable to prevent or provide against by the exercise of reasonable diligence including but not limited to: acts of God or the public enemy; changes in applicable law; war, rebellion, civil disturbances, sabotage, riots, floods that could not reasonably have been anticipated; fires, explosions, or other catastrophes which are not within the reasonable control of the Party (“Force Majeure Event”).

5. Liabilities:

- 5.1. Neither Party shall be liable to the other for (i) libel, slander, or infringement of copyright from or in connection with the transmission of communications hereunder, (ii) any claim arising out of any act or omission of the other Party or its employees, agents or contractors ; or (iii) any claim arising out of a breach in the privacy or security of communications transmitted over the facilities or other property of Contractor and Contractor will not be liable for any unlawful or unauthorized use of the Equipment or Services by the PIA, its employees or agents (including all its employees, directors and sub-contractors).
- 5.2. Contractor shall not be liable in respect of Services provided to the PIA for any indirect, incidental or consequential loss, including loss of expected profits and any third-party liabilities.

6. Suspension/Termination/ of the Agreement:

- 6.1. The occurrence of any of the following events of default by either Party which if not cured within the time period permitted (if any) to cure, shall give rise to the right on the part of the other Party to terminate this Agreement; provided, however, that no such event shall be an event of default by a Party (i) if it results from a breach by the other Party or (ii) if it occurs as a result of or during a Force Majeure event:
 - 6.1.1. the passing of a resolution by the shareholders of either Party for the winding up of such Party;
 - 6.1.2. the voluntary filing by either Party of a petition of bankruptcy, moratorium, or other similar relief; the appointment of a provisional liquidator in a proceeding for the winding up of either Party after notice to such Party and due hearing, which appointment has not been set aside or stayed within ninety (90) days of such appointment; the making by a court with jurisdiction over either Party of an order winding up such Party that is not stayed or reversed by a court of competent authority within thirty (30) Days;
 - 6.1.3. faulty, inefficient, defective or deficient transmission/ provision of the Services which is not remedied within ten (10) days after notice of the defect is given;
 - 6.1.4. suspension or outage of the Services for a period of 10 days or longer or cumulative periods together and excess of 15 days subject to clause 7 and 9.
 - 6.1.5. Any material breach by either Party of this Agreement, which is not remedied within ten (10) days after notice from the other Party to the Party in breach, which notice states that a material breach of such agreement has occurred that could result in the termination of such agreement, identifies the breach in question and demands remedy thereof.
- 6.2. Where the PIA wishes to cancel at any time after the commencement of Services then PIA shall pay Contractor an amount equivalent to one(01) months service charges or give Contractor a one(1) months’ notice, in writing
- 6.3. Notice of Termination: If either Party commits any breach of this Agreement and fails to remedy it within the applicable cure period agreed between the parties, if any, the Party not in default may by written notice immediately terminate this Agreement.

6.4. Upon expiration or termination of this Agreement, the Parties shall have no further obligations hereunder except for obligations that arose prior to such expiration or termination and obligations that expressly survive such expiration or termination pursuant to this Agreement.

7. Waiver:

7.1. Failure by either Party to exercise any rights under this Agreement in any one or more instances shall not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement shall not be deemed a waiver of any other default or continuing default, as the case may be.

8. Dispute Resolution

8.1. The PIACL and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

8.2. If, after thirty working days, from the commencement of such informal negotiations, the PIACL and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The seat/place of arbitration shall be at Karachi, Pakistan. The award shall be final and binding on the parties.

9. Statutes and Regulations

9.1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

9.2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.

9.3. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

10. Confidentiality:

10.1. Contractor and the PIA, to the extent of their contractual and lawful right to do so, shall exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this Agreement. All information relating to the Agreement provided by either Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is hereby deemed to be confidential and proprietary information (“Proprietary Information”). The obligation of a Party in relation to the Proprietary Information shall not apply to that information which:

10.1.1. now or hereafter enters the public domain through no fault of that party; or

10.1.2. can be proved to have been in the possession of that party at the time of disclosure and which has not been previously obtained, directly or indirectly, from the other party hereto as evidenced by the receiving party’s written records; or

10.1.3. otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality at the time of disclosure; and

10.1.4. is required to be disclosed by any applicable law, governmental order, decree, regulation, license or rule to which the relevant party is subject.

11. Notices:

11.1. All notices provided for herein (other than routing communications concerning the services to be provided hereunder) shall be given in writing, and shall be mailed by registered or certified mail, return receipt requested be addressed to the nominated point of contact.

12. Payment:

12.1. No advance payments shall be made.

- 12.2. PIA shall make the payments monthly or receipt of invoice from the Contractor, after verifying its correctness. The invoice should be accompanied by the detailed payment gateway and online authentication transactions along with uptime reports for verification by the PIACL's authorities.
- 12.3. Payment terms for implementation would be decided mutually.

13. Subcontracting:

- 13.1. The vendor will not subcontract or delegate or permit anyone other than the vendor's personnel to perform any of the work, service or other performance required of the vendor under this agreement. In the event of the vendor's transferring or assigning the order whole or part to anyone without PIACL's permission, he shall be considered as having thereby committed a breach of agreement in question and shall make the order liable to be cancelled and the security money shall be liable to be forfeited.

14. Service Level Agreement

- 14.1. PIACL will notify the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the PIACL, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- 14.2. Though the contract will be signed only with the selected principal Bidder, it shall be the selected Bidder's responsibility to ensure that the quality of work contracted with agents/associates/partners will not be compromised and will be in tune with industry standards.
- 14.3. Services delivered by the vendor should comply with the mutually agreed SLA and any violation of SLA will attract mutually agreed penalties.

15. Prices/Service Fee

The Services Fees/Prices quoted by the Contractor at the time of bid shall be locked during the whole period and or during the period extension of this contract The Contractor shall not charge prices/fees for the Services provided/supply and for other obligations discharged, under the Contract, varying from the prices/service fee quoted by the Contractor.

16. Security Deposit

At the time of the execution of this Agreement the Contractor shall deposit in cash (10% of total contract value) as interest free security deposit with the Authorized Office of PIACL. PIACL shall have the right to recover / adjust all liabilities of the Contractor from the amount of Security deposit furnished/deposited by the Contractor. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the contractor after deduction of all the outstanding amounts and/or dues recoverable from the Contractor in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

17. Recoveries

When any amount is recoverable from the Contractor due to any default under this Agreement, PIACL shall be entitled to deduct any such amount from the pending invoices and /or through Security Deposit including without limitation other lawful means from the Contractor whether due in respect of this or any other Agreement and /or from any other due amount lying with PIACL and the Contractor will have no objection on recovery of the same by PIACL.

18. Indemnity

- 18.1. The Contractor undertakes and agrees to indemnify and hold harmless PIACL, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this contract whether due to performance / non-performance or poor performance of any services under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to

indemnify shall be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc. are proven to have been attributed beyond doubt solely to the Contractor.

18.2. If the Contractor assigns this Agreement to any other party in contravention of this Article, PIA in its discretion may terminate this agreement and / or black list and debar the Contractor for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

19. Assignment

19.1. The Contractor may assign or sub-contract its obligations under the Contract, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all the expenses of assignment shall be borne by Contractor including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.

19.2. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

20. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**

For **[full legal name of the Contractor]:**

Signature:

Signature:

Name:

Name:

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

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 an arrangement 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 time the sum of any commission, gratification, brief, 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)

GM Procurement,
Supply Chain Management,
Pakistan International Airlines,
Karachi.

Subject: Undertaking to Execute the Contract

Dear Sir,

1. We/I, the undersigned bidder do hereby confirm, agree and undertake 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 understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.
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 PIA until three months after expiry of the contract period and will be subjected to deductions if any and or extension if required under the contract/agreement.
5. That in event of our / my failure to execute the formal contract within the period of seven days specified by PIA the Earnest money held by PIA, shall be fortified and we / I shall not question the same.

Bidder's Signature _____

Name in full _____

Designation _____

Address _____

Phone / Fax # _____

CNIC _____

Seal _____

Date _____