

OIL & GAS DEVELOPMENT COMPANY LIMITED



TENDER ENQUIRY NO. PROC-FOREIGN/CB/SCM-SYS/3181/2017

E-PROCUREMENT SOLUTION FOR OGDCL



OIL & GAS DEVELOPMENT COMPANY LIMITED
SUPPLY CHAIN MANAGEMENT DEPARTMENT
SERVICES SECTION

OGDC HOUSE
JINNAH AVENUE,
ISLAMABAD – PAKISTAN

PHONE : +92-51- 92002 2144
EMAIL: irshad_muhammad@ogdcl.com
POST CODE : 44000

SUBJECT: LETTER FOR INVITATION TO BID FOR HIRING OF SERVICES FOR E-PROCUREMENT SOLUTION FOR OGDCL AGAINST TENDER ENQUIRY NO: PROC-FOREIGN/CB/SCM-SYS/3181/2017.

1. INTRODUCTION

Oil and Gas Development Company Ltd (OGDCL) is Pakistan’s leading E&P sector company, having operations at about 50 locations and fields in all the four provinces. The Company is listed and traded on all three stock exchanges of the country with highest market capitalization. Recently the Company, through GDR process, has also been listed on London Stock Exchange. More details about the Company can be obtained from its website www.ogdcl.com.

2. OBJECTIVE

OGDCL Intends to hire subject Services as per Annexure-A. Interested bidders are required to submit their bids strictly as per Terms of Reference (TOR) / scope of work (Annexure-A) and instructions to bidders given in this tender document.

3. Sealed bids are hereby invited under Competitive Bidding (CB) procedure from eligible bidders from the countries maintaining bilateral trade relations with Pakistan for Services as listed in the Terms of Reference (TOR) “Annexure-A” of the attached Tender Documents. **The prices may be quoted as per details mentioned in TOR “Annexure-A”.**

4. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

4.1 Bids will be accepted only if the materials / services and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan. Bidder (s) participating in bidding process for provision of service (s) to OGDCL should invariably be registered with Provincial Revenue Authority at the time of submission of its bid to OGDCL.

4.2 Each bid valid for minimum 180 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB/Summit Bank, for an amount mentioned in clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank, except NIB Bank/Summit, in accordance with the format as per Annexure-B of the tender Documents.

4.3 Bid Bond through telex / fax shall not be acceptable.

- 4.4 On acceptance of the bid by the Purchaser the successful bidder shall be required to furnish Performance Bond / Bank Guarantee for an amount equivalent to 10 % of the Contract value for the required Services in US Dollars or in currency of Bidder or equivalent in Pakistan Currency as per Annexure-C.
5. The Purchaser does not take any responsibility for collecting the bids from any Agency. Your authorized representative may attend the Tender opening if desired. The request for extension of closing date and time shall not be entertained and tender received after closing time or date shall be returned to Bidder unopened.
 6. The Purchaser reserves the right to increase or decrease the quantities / Scope of Work and accept or reject any or all bids or cancel any or all items at anytime without assigning any reasons thereof.
 7. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.
 8. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms & Conditions of the Tender Enquiry.
 9. **TIME AND PLACE FOR SUBMISSION FO BIDS.**

Bids must be delivered / dropped in the tender box / OGDCL reception at time & date mentioned in Press Tender Notice” at the following address:-

Manager (SCM) Foreign

Oil & Gas Development Company Limited
Supply Chain Management Department
OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,
Jinnah Avenue, Islamabad (Pakistan)
Phone No. 92-51-920022144 Email:
irshad_muhammad@ogdcl.com

10. OPENING OF BIDS

Bids will be opened at the time and date mentioned in Press Tender Notice on the place noted above.

11. Any company registered at places e.g. Vigin, Cayman, Nausa, Jersy and Bohaman Islands shall not be entertained and bids if submitted shall be rejected.

12. TWO ENVELOPE BIDDINGS

1. Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure;** therefore, the bidders shall submit original and copy of their Technical and one original financial bid.
2. Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.

3. Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. The envelope containing Technical Bid must be marked clearly **“Technical Bid”** and containing Financial Bid must be marked clearly **“Financial Bid”** along with indication on the envelopes as **“ORIGINAL”** and **“COPY”**.
13. The Technical Bid will be opened at first and evaluated. The Financial Bid of only those bidders will be opened who are declared technically Responsive.
14. The Financial Bid must be complete in all aspects and comparable. Conditional Prices and/or Prices mentioned other than Rate Format/Financial Evaluation Criteria, may not be accepted. In case, the Bidder is not charging any rate and/or the rates are not applicable, Zero (0) must be clearly mentioned.
15. The contract / service order will remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure “A”. Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.
16. The interested bidders may confirm their willingness to submit bid proposals at least ten (10) working days before the last date for bid submission, giving complete mailing address, email etc.
17. No alternation in OGDCL’s uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.
18. The Bank Guarantee, in any form, issued by NIB/Summit Bank shall not be accepted.

MANAGER (SCM) FOREIGN
OIL & GAS DEVELOPMENT COMPANY LIMITED
PHONE: 0092-51-92002 2144
Email: irshad_muhammad@ogdcl.com

INSTRUCTIONS TO BIDDER

1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT

- 1.1 Bids valid for minimum of 180 days from the date of opening of bids, must be accompanied by Bid Bond (to be attached with **Technical Proposal**) in the form of a Bank Guarantee for an amount of USD/Pak Rupees(*mentioned at Clause-31*) and valid for 210 days from the date of opening of bids. The Bank Guarantee should be issued by a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB/Summit Bank, in accordance with the Format at **Annexure-“B”**.
- 1.2 Bid Bonds through fax shall not be acceptable.
- 1.3 On acceptance of Bid by the purchaser, the successful Bidder shall, within 15 days of the receipt of Letter of Intent (LOI) furnish an acceptable performance Bond/Bank Guarantee for an amount equivalent to 10% of the total contract value in US\$ or equivalent in Pak Rupees, issued by Pakistani Scheduled Bank or Branch of a Foreign Bank operating in Pakistan, except NIB/Summit Bank, in accordance with the Format at Annexure-C.
- 1.4 The Terms and Conditions form an integral part of Tender Enquiry and must be taken into consideration before submitting your quotation.
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency. Your authorized representative may attend the Tender Opening if desired. The requests for extension of closing date and time shall not be entertained and tender received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.6 The purchaser reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accept or reject any or all bids or may cancel any or all items at any time without assigning any reasons therefore.

2. THE BIDDING DOCUMENTS COMPRISE OF THE FOLLOWING

- a) Instructions to Bidders
- b) Terms of Reference / Scope of Work, (Annexure-**A**)
- c) Format of Bid Bond (Annexure-**B**).
- d) Format of Performance Bond/ Bank Guarantee (Annexure-**C**)
- e) Format of Bidding Form(Annexure-**D**)
- f) Format of Integrity and Ethics undertaking (Annexure-**E**)
- g) Affidavit for Not Black Listing (Annexure-**F**)
- h) Date Summary Sheet to be attached with technical bid (Annexure-**G**)
- i) Date Summary Sheet to be attached with financial bid (Annexure-**H**)
- j) Draft Contract /Draft Service Order (Annexure-**I**)

3. TIME AND PLACE FOR SUBMISSION OF BIDS

Sealed Bids in duplicate as per clause-18 of Instructions to bidders given in this document must be delivered / dropped in the office detailed as per time and date given in Press Tender Notice.

4. OPENING OF BIDS

Bids will be opened at OGDCL House, Islamabad, as per time and date given in Press Tender Notice.

5. PREPARATION OF PROPOSAL

Contractors will prepare their bids in two parts i.e. Technical Proposal (Part-I) and Financial Proposal (Part-II). Technical bid shall consist of one original and one copy whereas financial bid shall consist of original only and both the bids should be sealed in separate envelopes.

TECHNICAL PROPOSAL

Technical Proposal should demonstrate firm's capability to provide the required Services and its understanding of the requisite tasks set forth in the Tender Document. Availability of the following information / documents in the technical proposal must be ensured for proper evaluation of the bid.

(i). Requested information/ sheets, in full with reference to the instructions given in **Terms of Reference/ Scope of Work** at Annexure-**"A"**.

(ii). Background, organization and experience of bidding firm and of any firm that would be associating with for the purpose of providing the services for this project/contract. A list of past and present major work(s) of similar nature / type i.e carried out, or being carried out, by bidding and associate firm, if any with evidence in shape of work completion certificate or duly signed contract.

(iii). General approach or methodology proposed for carrying out job including all detailed information, as may be deemed relevant.

(iv). Unpriced draft agreement.

(v). Unpriced copy of financial bid.

If the bid is submitted by a joint venture of two or more companies, then the portion(s) of the project work to be carried out by each joint venture partner shall be very clearly identified.

Name, qualification, employment record and detailed professional experience of each expert, to be assigned for providing the proposed services, with particular reference regarding similar assignments undertaken by the bidder should also be provided in the bid. In proposing the personnel for this work, it will be encouraged to associate with domestic contractor(s) who are qualified to provide part of the services required.

Association agreement shall be provided by the joint venture partners with the technical bid accepting responsibility for the successful completion of the project separately and jointly.

FINANCIAL PROPOSAL: Financial Proposal should contain:

- (i) This tender document duly signed and stamped by the bidder.
- (ii) Duly filled in "Format For Rates" in accordance with instructions given in **Terms of Reference /Scope of work (TOR)** at (Annexure-"A").

All pages of the bid proposal shall be signed and stamped by duly authorized representatives of the bidder. Proof of authorization shall be furnished in the form of valid written power of attorney, which shall accompany the bid. The person signing the bid shall initial all pages of the bid where entries are made.

BID PRICE:

- a. Bid price shall be inclusive of all taxes (except Provincial Sales Tax/ ICT Tax on services), duties, levies, charges etc.
- b. The prices should be quoted in USD. However payment to all Pakistan based companies will be made upon completion of the project as per TOR through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- c. To Foreign based Companies, the payment will be made in US\$ at actual against verified invoices through Irrevocable Letter of Credit (LC) upon completion of the project as per TOR.
- d. The prices charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.

6. COST OF BIDDING.

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

7. ADDITIONAL SERVICES

Contract price will be subject to adjustment as a result of addition/reduction in scope of work. However, unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from OGDCL. Rates and quantum of any additional job, not covered in the scope of work shall be subject to approval of OGDCL.

8. UNSKILLED LABOUR

Unskilled labor for handling tools and equipments will be on account of bidder.

9. LANGUAGE OF BIDDING

The bid must be prepared and submitted in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, the English language shall prevail.

10. BID VALIDITY

10.1. The Bid shall remain valid and open for acceptance for a period of 180 days from the specified date of tender opening.

- 10.2. In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid.

11. ALTERNATIVE BIDS

11.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as “**Main Bid**” and “**Alternative Bid**”. Alternative Bids which don’t conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.

11.2 A Bidder, who wishes to have its Alternative bid(s) considered on an equal basis with all other (Main) bids, must submit a **Bid Bond** for each Alternative bid. An Alternative bid must be submitted in a sealed envelope clearly marked “**Alternative Bid**”, separate from the Main bid.

12. BID BOND

12.1 The bidder shall furnish with the **Technical bid proposal**, as part of his bid, a bid bond for an amount of US\$ /Pak Rupees (*mentioned at Clause31*).

12.2 The Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft, CDR or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB/Summit Bank, for an amount mentioned in Clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.

12.3 Any bid not accompanied by the requisite Bid Bond is likely to be declared non-responsive. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after he has executed the contract.

12.4 The bid bond may be forfeited if a bidder withdraws his bid during the period of bid validity or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

12.4.1 Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or

12.4.2 Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

Note:

“As regards to the requirement of Bid Bond, PPRA rule does not distinguish between any private or public entity, therefore, bidders are required to submit bid bond irrespective of their status as private bidder or public sector bidder”.

Non submission of bid bond of required value by the bidders shall summarily result in disqualification of their bid.

13. AMENDMENT OF BIDDING DOCUMENTS

13.1 At any time prior to the deadline for submission of Bids, OGDCL may, for any reason, whether at its own initiative or in response to a clarification requested by

13.2 a prospective Bidder, modify the Bidding Documents by amendment.

13.3 The amendment shall be part of the Bidding Documents, and will be notified to all the prospective bidders by uploading the same on OGDCL website.

13.4 Any clarification / Amendment issued shall be posted on OGDCL website or through press corrigendum.

14. CLARIFICATION(s) / QUERIES OF TENDER

The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from;

Manager I/C (System)
5th Floor, OGDCL House Jinnah Avenue, Blue Area Islamabad
Telephone: (92-51) 920023604
Email: saleem@ogdcl.com

Manager (SCM) Foreign
Oil and Gas Development Company Ltd,
Jinnah Avenue, Islamabad, Pakistan
Phone #: 0092-51-920022144
Email: irshad_muhammad@ogdcl.com

For requests of all clarifications in regard to the information contained in Tender Documents made over the telephone shall not be entertained. All inquiries about the tender made to OGDCL and OGDCL's response will be made known all the bidders by posting on OGDCL website without disclosing identity of the bidder who made the enquiry.

15. CONTRADICTIONS, OBSCURITIES AND OMISSIONS

The Bidder should likewise notify the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid. Such enquiries, clarifications, queries with reference to clause - 14 above must reach the above named not later than two weeks before the bid submission date otherwise the same will not be responded by OGDCL.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1 The original bid, together with the required copies must be delivered to OGDCL at the address specified in clause-18, not later than the time and date specified in *Press Tender Notice*.

16.2 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause-13, in which

case all rights and obligations of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 16.3 Bids will be opened in presence of the bidder's representative who chooses to attend the bid opening at the time and date mentioned in the Tender Notice or on the extended date with reference to clause - 16.2.
- 16.4 The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "LATE".
- 16.5 If the envelopes are not marked as instructed below, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 16.6 In case due date bids opening falls on holidays, the bid will be opened on next working day.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 17.1 Bidder may modify or withdraw his bid after submission, provided that written notice of the modification or withdrawal is received by OGDCL prior to the prescribed deadline for submission of bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid.
- 17.3 No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
- 17.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

18. SEALING, MARKING AND TRANSMISSION OF THE BID

- 18.1 Your detailed "**Technical Proposal**" and "**Financial Proposal**" should be submitted in one original and one copy of each in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:

(a) Bid against TENDER ENQUIRY NO. ((As per Press Advertisement)).
Do not open before ((As per Press Advertisement)) **Hours (PST) of Bid opening date** ((As per Press Advertisement)).

TECHNICAL PROPOSAL

(Description as per Press Tender Notice)

Manager (SCM) Foreign

OGDCL House, Jinnah Avenue, Islamabad.

Ph: # 051-920022144, email: irshad_muhammad@ogdcl.com

(b) Bid against TENDER ENQUIRY NO. (As per Press Tender Notice)

Do not open before (As per Press Tender Notice)

Hours (PST) of Bid opening date: (As per Press Tender Notice)

FINANCIAL PROPOSAL

(Description as per Press Advertisement)

Manager (SCM) Foreign

OGDCL House, Jinnah Avenue, Islamabad.

Ph: # 051-920022144, email: irshad_muhammad@ogdcl.com

18.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.

18.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

19. LATE BIDS

Any Bid received after deadline for submission of Bids prescribed by OGDCL pursuant to Clause- 16 above will be rejected and returned unopened to the bidder.

20. BID OPENING

The Bid shall be opened publicly in the Procurement Department of OGDCL by the Tender Opening Committee in the presence of Bidder's representatives who choose to attend the bid opening at the time and date specified in Press Tender Notice or on the extended date with reference to clause- 16.2 above.

21. EVALUATION OF PROPOSALS

Technical proposal of the bid shall be reviewed first to determine / check its technical responsiveness and conformity with the requirement of bid. The technical evaluation shall be carried out on the basis of information /data spelled out at Annexure "A"/ITB provided with this document. Technically responsive and financially lowest evaluated bidder in line with the bid evaluation criteria given in the scope of work /TOR will be considered for award of job.

22. CRITERIA FOR SUMMARY REJECTION

Bidder should ensure to submit their bids meeting following summary criteria failing which their bids are likely to be considered non responsive for detailed evaluation.

- 22.1 The Bid must be prepared in the English Language.
- 22.2 The Bid must be unconditionally valid for 180 days from the date of Bid Opening.
- 22.3 The Technical bid must be accompanied with the duly signed and stamped "Bidding Form" given at Annexure "D" of the tender documents without any exception/ deviation.
- 22.4 Bids should not be submitted in the form of Telex or Telegram.
- 22.5 Bid must reach before as mentioned in the Tender Notice or as per clause- 16.
- 22.6 Technical Bid must be accompanied by a bid bond as specified in Clause – 12.
- 22.7 Direct fax bid shall not be acceptable. However, fax bid in sealed envelope confirming all other formalities as stated above will be acceptable provided original bid is received by OGDCL within 07 days of the Bid Opening Date failing which such bid will be considered non-responsive.
- 22.8 The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job (if required).
- 22.9 The Purchaser will evaluate and compare only the substantially responsive bids.
- 22.10 Bids determined to be substantially responsive will next be checked for any material error in computation.
- 22.11 Technical bid must be accompanied by Affidavit (Annexure-F) for Not Black Listing on Non-Judicial Stamp Paper of Rs. 100/-. The procedure of Black

Listing is available at OGDCL website at following link:
<http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf>

23. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids OGDCL may at its discretion, ask the Bidder for clarification of his Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

24. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 24.1 To be eligible for award of contract, bidders shall have to provide satisfactory evidence to OGDCL of their eligibility, capability and adequacy to carry out the contract effectively up to the end. All bids submitted shall include updates of the information on technical capability and firm's history that includes experience, list of similar projects carried out as per requirement of the Scope of work / TOR.
- 24.2 Proof of requirements mentioned at Sub-clause-24.1 must be submitted by the bidder along with the bid.
- 24.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - 24.3.1 The bids and JV Agreement shall be signed and provided with the technical bid so as to be legal binding on all partners.
 - 24.3.2 One of the partners shall be nominated, as being in charge and its authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - 24.3.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.
 - 24.3.4 All partners of the joint venture shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under clause-24.3.2 as well as in form of bid and the form of Agreement (in case of successful bid). A copy of the agreement entered into the joint venture partners shall be submitted with the bid.

25. COMPANY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

OGDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to justify the affected bidder or bidders of the grounds for OGDCL's action.

26. GENERAL TERMS AND CONDITIONS

After opening the bids, OGDCL will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

- 26.1 OGDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required experience certificates/ evidence, sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words shall prevail.
- 26.3 A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents, affects in any substantial way the scope, instruction to Bidders, quality or prescribed completion schedule or which limits in any substantial way, OGDCL's right or the bidders' obligation under the Contract.
- 26.4 A bid determined to be non-responsive will be rejected by OGDCL and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 26.5 OGDCL may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
- 26.6 To assist in determining a bid's responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
- 26.7 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
 - a) Reliability and efficiency of the offered Service.
 - b) Financial standing of the supplier.
- 26.8 The award of the Contract/Service Order shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid, after considering all factors and who meets the requisites of Schedule of Requirement (Scope of Work/Bid Format).
- 26.9 The purchaser shall notify by fax/letter, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management/Governmental approvals have been obtained.
- 26.10 The bidders may lodge a written complaint for redressal of their grievances and disputes to Committee for Redressal of Grievances & Settlement Dispute within fifteen (15) days of the placement of the Technical Evaluation Report on the web.

27. PERFORMANCE BOND / BANK GUARANTEE

- 27.1 Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond for an amount equivalent to 10% of contract value as per specimen at "Annexure-**C**".
- 27.2 The bank guarantee / performance bond shall remain valid and in full force and effect during validity of the contract.
- 27.3 The validity of Bank Guarantee / Performance Bond shall be extended by the contractor if the completion of contract is delayed, whether in whole or in part.

- 27.4 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the contractor.
- 27.5 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 27.6 The Bank Guarantee must be as per format attached at Annexure-"C" and must be either from a Pakistan scheduled bank or from a branch of foreign bank operating in Pakistan, except NIB/Summit Bank, acceptable to OGDCL.
- 27.7 The proceeds of the Performance Bond shall be payable to the company (OGDCL) as compensation for any loss resulting from the contractor's failure to complete its performance obligations under the contract.

28. EMPLOYMENT OF PAKISTANI NATIONALS

- 28.1 The Contractor will be required to employ Pakistani Qualified & experienced nationals in its operation if available. In order to employ the expatriate professionals if needed, the contractor will ensure that all out efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the area where the operation is being performed.
- 28.2 In case of non availability of qualified / experienced Pakistani nationals for the contractual services, the contractor will reasonably make efforts to train Pakistani nationals in such a manner to replace gradually the expatriate professionals.

29. SIGNING OF CONTRACT

Within 15 days after notification to the successful bidder regarding acceptance of his bid, the contract incorporating all agreements between the parties will be signed.

30. SOURCE OF FUNDS.

The Project will be financed out of funds of the Company (OGDCL).

31. AMOUNT OF BID BOND

Amount of bid bond referred to in Clause-12 of Instruction to Bidders, and Annexure-"B" of this tender enquiry shall be **USD 20,000/- (US Dollars Twenty Thousands Only) or Equivalent Pak Rupees** must be attached with technical bid. **Original Bid Bond, Bidding form (Annexure D), Un-priced copy of Financial Bid, Affidavit (Annexure-F) and signed and stamped copy of Draft Contract (Annexure-I) are required to be submitted along with the Technical Bid/Proposal.**

32. DEADLINE/ TIME AND PLACE FOR SUBMISSION OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS)

Sealed bids as per Clause-18 of Instructions to bidders of this tender enquiry must be delivered / dropped in the office detailed therein until ***(As per Press Tender Notice)*** Pakistan Standard Times ("PST") on ***(As per Press Tender Notice)***.

33. OPENING OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS)

Bids will be opened at *(As per Press Advertisement)* ("PST") on ***(As per Press Tender Notice)*** at OGDCL House, Islamabad, Pakistan.

34. SEALING, MARKING AND TRANSMISSION OF THE BID (REFER CLAUSE -18 OF INSTRUCTIONS TO BIDDERS)

34.1. Your detailed “Technical Proposal” and “Financial Proposal” should be submitted in one original and one copy of each in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:-

(a) Bid against TENDER ENQUIRY NO. (As per Press Tender Notice)

Do not open before (As per Press Tender Notice) (PST) of Bid opening date: (As per Press Tender Notice)

TECHNICAL PROPOSAL

(Description as per Press Tender Notice)

Manager (SCM) Foreign

OGDCL House, Jinnah Avenue, Islamabad.

Ph: 051-920022 2144, email: irshad_muhammad@ogdcl.com

(b) Bid against TENDER ENQUIRY (As per Press Tender Notice)

Do not open before **(As per Press Tender Notice)** (PST) of Bid opening date: **(As per Press Tender Notice)**.

FINANCIAL PROPOSAL

(Description as per Press Tender Notice)

Manager (SCM) Foreign

OGDCL House, Jinnah Avenue, Islamabad.

Ph: 051-92002 2144, email: irshad_muhammad@ogdcl.com

- 34.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 34.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.
35. Material Deficiencies which will lead to disqualification

- (i) Failing to get minimum qualifying marks in the technical evaluation
- (ii) Reflect or demand of deviation from TOR of this Tender Enquiry will lead to disqualification.

Annexure “A”

**TERMS OF REFERENCE (TOR)
FOR E-PROCUREMENT SOLUTION FOR OGDCL**

BID BOND

Oil & Gas Development Company Limited,
OGDCL House, Jinnah Avenue,
Blue Area, Islamabad.

Guarantee No.....

Date of issue.....

Date of expiry

Amount.....

Dear Sir,

In consideration of M/s.....
herein after called "THE BIDDER" having submitted the accompanying Bid with
reference to OGDCL tender enquiry No. **PROC-FOREIGN/CB/SCM-SYS
/3181/2017** and in consideration of value received from (the Bidder above), we
hereby agree to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of **USD 20,000/- (US Dollars Twenty Thousands Only)/or equivalent Pak Rupees** upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - a) Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
 - b) Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,
(BANKERS)**

PERFORMANCE BOND/BANK GUARANTEE

Oil & Gas Development Company Limited,
OGDCL House, Jinnah Avenue,
Blue Area, Islamabad.

Guarantee No.....
Date of issue
Date of expiry
Amount.....

Dear Sir,

Ref; our Bank Guarantee No. _____ in the sum of
_____ Account _____ in consideration
of you having entered into Contract
No. _____ Dated _____ with _____
_____ Called Contractor and in consideration for value received from
CONTRACTOR. We hereby agree and undertake as followings:

1 To make unconditional payment to you as called upon of (10%) ten percent of the Contract value of the contract price mentioned in the said contract, on your written FIRST and SIMPLE demand without further recourse, question or reference to CONTRACTOR or any other person in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations, liabilities, responsibilities under the said contract of which you shall be the sole judge.

2 The accept written intimation from you as conclusive and sufficient evidence of the existence of the default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.

3 This Performance Bond shall remain valid and in full force and effect upto _____ or issue of statement of discharge by your authorized representative or return of original guarantee whichever is earlier.

4 That no grant of time or other indulgence to, amendment in the terms of the Contract by Agreement between the parties, or imposition or Agreement with CONTRACTOR in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments there under.

5 This is an independent and direct obligation guarantee and shall be binding on us and our successors interest and shall be Irrevocable.

6 This guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.

7 The Guarantor Bank Warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

(B A N K E R S)

BIDDING FORM

Date..... Tender
Enquiry No.

To
Oil & Gas Development Company Limited,
OGDCL House, Plot # 3013,
Blue Area, Islamabad
Gentlemen,

Having examined the scope of work and Instructions to bidders of Invitation to Bids, the receipt of which is hereby acknowledged, we the undersigned, offer to supply the services (Nature of Service) to OGDCL in conformity with the scope of work and Instructions to bidders at the rates mentioned in our Bid Proposal or other such sums as may be ascertained in accordance with the said conditions.

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service withindays of the mobilization notice issued by OGDCL

3 We agree to validate bid unconditionally for the period of 180 days from the date of opening the same and it shall remain binding upon us and may be accepted thereof, shall constitute a binding contract between us.

4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.

5. We further certify that all the contracts / orders placed on us by OGDCL / JV Partners have been executed timely and as per terms & conditions of the Contract / order without any unsettled dispute.

6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.

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

8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this.....days of.....2016,

Name & Signature.....in the Capacity of.....

duly authorized to sign tenders for and on behalf of.....
(Name of the firm in block capital Letters)

Address.....

Telex No.....Fax No.....Phone No.....

Witness

1.
(Name) (Signature)

2.
(Name) (Signature)

(On official letter-head of the bidder)
To be signed by the
Chief Executive of the
Bidding company or a representative
duly Authorized by board Resolution.

INTEGRITY AND ETHICS UNDERTAKING

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- i. That we will not directly or through any other person of firm, officer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit of facilitation payment in order to obtain in exchange any advantages of any kind whatsoever during the tender process or during the execution of contracts.
- ii. That we have not and will not enter with other bidders into any undisclosed agreement or undertaking either formal or informal to restrict competitiveness sort to cartelise in the bidding process.
- iii. That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- iv. That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- v. That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of the contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award process.

We also accept and undertaking to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or execution.

For and on behalf of _____

Tender No _____

Mandatory for participation in Bidding Process

A F F I D A V I T
(To be attached with Technical bid)

I, _____ S/o _____ aged _____
years _____ working as Proprietor/Managing Partner/Director of M/s _____
_____ having its
registered office at _____ do hereby
solemnly affirm and declare on oath as under:

1. That I am competent to swear this affidavit being proprietor/one or the partners/ Director of M/s _____
2. That M/s _____ is a proprietorship/partnership firm/company is participating in tender process conducted by OGDCL.
3. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s _____ and my/our firm/group/company/ sister concern / associate company have not been black listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at _____ on _____ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

DATA SUMMARY SHEET (To be attached with Technical bid)

Following information must be stated categorically:-

COMPLETE NAME, ADDRESS, EMAIL,

PHONE & FAX NUMBER OF BIDDER

NAME, ADDRESS, PHONE, FAX NO &

EMAIL OF LOCAL AGENT IN PAKISTAN (IF ANY

VALIDITY OF BID:

BID BOND SUBMITTED BY

ADDRESS OF BANKER WITH

ACCOUNT NO & SWIFT CODE FOR L/C OPENING (WHERE APPLICABLE)

IN CASE OF JV PARTNERS (NAME OF LEAD PARTNER NAME OF ALL OTHER JV PARTNERS COPY OF JV

AGREEMENT CLEARLY STATING THE RESPONSIBILITY OF EACH PARTY TO BE ATTACHED WITH THE TECHNICAL BID

NTN & GST NUMBER (FOR PAKISTAN

BASE COMPANY ONLY

ANNEXURE – ON NON-JUDICIAL STAMP
PAPER DULY ATTESTED BY NOTARY

PUBLIC TO BE ATTACHED WITH
TECHNICAL BID.

PROVINCIAL REGISTRATION NUMBER

(if applicable)

DATA SUMMARY SHEET (To be attached with financial bid)

Following information must be stated categorically:-

COMPLETE NAME ADDRESS EMAIL,

PHONE & FAX NUMBER OF BIDDER

NAME, ADDRESS, PHONE, FAX NO &

EMAIL OF LOCAL AGENT IN PAKISTAN (IF ANY

VALIDITY OF BID:

ADDRESS OF BANKER WITH AC

COUNT NO & SWIFT CODE FOR L/C
OPENING (WHERE APPLICABLE)

NTN & GST NUMBER (FOR PAKISTAN
BASE COMPANY ONLY

TOTAL QUOTED PRICE AS PER OGDCL
TOR

DRAFT CONTRACT

**CONTRACT NO. PROC-FOREIGN/CASE NO. /
NAME OF SERVICES**

THIS **Contract for hiring of (Name of Services) (“Contract”)** is made at Islamabad as of this----- day of -----/year of execution, by and between

Oil & Gas Development Company Limited , a body corporate, having its office at OGDCL House, Jinnah Avenue, Sector F-6, Islamabad (hereinafter referred to as the “Company” which expression shall include its successors and assigns) and

M/s (Name of Contractor or Consultant as the case may be) having its office at address..... (hereinafter referred to as the “Contractor / Consultant” which expression shall include its successors and assigns)

Contractor/ Consultant and Company may hereinafter be collectively referred to as the “Parties” and each individually as a “Party”.

WHEREAS, The Company is desirous of hiring timely, efficient and reliable (Name of Services)services under rate running contract for a period of (period)on as and when required basis.

AND WHEREAS, the Company invited bids for providing Name of Services through Tender Enquiry No. PROC-SERVICES/Case No..... and the Contractor / Consultant through its Bid Proposal No..... Dated warrants and represents for providing efficient and reliable Name of Services

WHEREAS, the Contractor / Consultant is engaged in the business of rendering the desired services to various E & P companies and it hereby expresses its ability and willingness to provide the desired services along with necessary equipment, type of Contract.

NOW THEREFORE, in consideration of the promises and mutual undertaking and covenants hereinafter set forth, the Parties hereby agree as follows:

SECTION 1. SCOPE OF WORK

Description of Scope of Work (As described in TOR/Tender enquiry)

SECTION 2. TERM:

The initial term of this Contract shall be -----months/years from the date of execution till completion of the job whichever is later. Any extension in the term of Contract will be subject to mutual consent of both the parties.

SECTION 3. CONTRACT DOCUMENTS:

The following documents shall be deemed to form and be read and construed as integral part of this Contract:

- (a) This Contract.
- (b) Company's LOI.
- (c) Company's Tender documents
- (d) Contractor's Technical & Financial bid and all correspondence/ clarification made thereafter.

Any inconsistency between the above documents of this Contract shall be resolved by giving precedence in the order in which they are listed above.

SECTION 4. PRICING TERMS:

- 4.1 The Services under this Contract shall be rendered at an estimated Cost of _____ as detailed below:
- 4.2 All prices charged under this Contract shall remain firm during the period of this Contract.
- 4.3 The prices should be quoted in USD. However payment to all Pakistan based companies will be made upon completion of the project through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- 4.4 To Foreign based Companies, the payment will be made in US\$, at actual against verified invoices through Irrevocable Letter of Credit (LC) upon completion of the project.
- 4.5 However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- 4.6 To avoid delay in payment, it is essential that the invoices shall:
 - (a) be duly signed and stamped and type-written in English.
 - (b) be identified by the Contract number.
 - (c) contain sufficient description of services provided by the Contractor.
 - (d) state the location of the Company where Services have been provided.
 - (e) state the period of Services, duly verified with sign and stamp of Head of Department.
 - (f) be precise and strictly in accordance with the Contract.
 - (g) contain any other information deemed essential either by the Contractor or by the Company.
 - (h) Invoices must be submitted to Manager Accounts for onward submission to concerned Manager for verification.

SECTION 5. TAXES AND DUTIES:

- 5.1 The contract price includes all direct taxes, duties, fees, levies and any other relevant charges payable/ applicable on the last date of submission of main/supplementary financial bid inside and outside Pakistan, except if OGDCL imports material in its own name it will bear duties/ import taxes/ port charges. The Contractor will be responsible for all the direct taxes (present or future) with respect to income/ payments of total contract amount, under the scope of the contract.

- 5.2 Indirect taxes (Provincial Sales Tax/ Islamabad Capital Territory Sales Tax) in Pakistan will be borne by OGDCL at actual where applicable. The contract price will be adjusted for any subsequent changes in the rates of indirect taxes as made applicable thereafter by the relevant authorities in Pakistan.
- 5.3 Any direct taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the Contractor and its subcontractor and /or by the expatriate personnel deputed by the Contractor and its sub-contractor in connection with its performance under the Contract shall be the sole and exclusive responsibility of the Contractor.
- 5.4 The Contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.
- 5.5 The Company shall have the right, as provided under the laws of Pakistan to meet its obligations and in particular to deduct from the payment due to the Contractor (against entire contract value including supplies and / or services components etc as applicable) , income tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on production of current and valid documentary evidence by the Contractor from competent tax authorities in Pakistan and pay such amount to appropriate authorities.
- 5.6 The Contractor shall also be responsible for any income taxes levied on the Contractor's and its sub-contractor's expatriate personnel, under the laws of Pakistan and for all social security issuances and other contributions for the Contractor's expatriate personnel regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- 5.7 The Contractor shall keep the Company duly informed about the steps taken by the Contractor in order to meet its obligations under the Contract and provide the necessary documents to the Company in this connection.
- 5.8 The Contractor shall indemnify the Company against any claim which might occur due to noncompliance by Contractor of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.
- 5.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract

SECTION 6. ADJUSTMENT OF CONTRACT PRICE:

The Contract value (price) shall be subject to adjustment as a result of addition / reduction in scope of work. However unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from the Company. Rates and quantum of any work, not covered in the scope of work shall be subject to approval of Company.

SECTION 7. CONTRACTOR'S OBLIGATIONS:

- 7.1 The Contractor warrants and represents that all Services along with necessary equipment provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance and provision of the Services.

- 7.2 The equipments, tools and materials utilized by the Contractor in performance of this Contract shall be handled and utilized with due care and diligence and proper record of consumables etc shall be maintained and made available to the Company upon request.
- 7.3 The Contractor shall secure and maintain during the performance of this Contract, all licenses, permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Company has the right to inspect such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such request.
- 7.4 Contractor shall employ and depute for the execution of Services, persons who are careful, skilled and experienced in their profession. The Company' shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of Services who, in the sole opinion of Company, misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for the Services without the permission of the Company.
- 7.5 Contractor and its personnel shall, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company.

SECTION 8. DECLARATION:

- 8.1 The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, and privilege or other obligation or benefit from Company through any corrupt business practices.
- 8.2 Without limiting the generality of the foregoing, the 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, Contractor, 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.
- 8.3 The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8.4 The 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 rights and

remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.

- 8.5 Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the 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 form from Company.

SECTION 9. PERFORMANCE BOND/SECURITY DEPOSIT:

The Contractor shall provide to the Company, within fifteen (15) days of the award of the Contract, a Performance Bond in the form of an irrevocable, independent, unconditional, direct obligation of the bank and first and simple demand guarantee of a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB/Summit Bank, in the amount equivalent to 10% (Ten percent) of the total contract value in Pak Rupees/US\$ strictly in accordance with the format given at LOI to cover and secure the Contractor's faithful performance and execution of this Contract. The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Bond shall be borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force effect until -----/extendable six (06) months beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract.

SECTION 10. LIABILITIES:

- 10.1 Each party shall defend, indemnify and hold the other party harmless from and against any claim INCLUDING THIRD (3rd) PARTIES arising out of (i) loss or damage to its own property, and / or (ii) death of or injury to its own personnel.
- 10.2 Each party shall be liable for, and shall defend, indemnify and hold the other Party and its members/affiliates, co-ventures (if any), contractors or subcontractors, and it's and their respective employees, directors, officers, agents and invitees harmless from and against. all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses, expenses and liabilities of any kind and character arising out of third party property damage (including death) caused by the indemnifying Party's negligence during the performance of the Contract.
- 10.3 Notwithstanding any other provision of this Contract, Company shall defend, indemnify and hold harmless the Contractor from and against all liabilities, claims, damages, losses and costs relating to or resulting from (a) through (e) below, including any and all personal injury, death and loss of or damage to the drilling rig, vessel or platform and all other property arising there from (except if caused by Contractor's Gross Negligence or willful misconduct):
- (a) damage to or loss of or impairment to any well (including the casing) or well bore;
 - (b) killing of or the bringing under control of any well:

- (c) damage to or loss of any reservoir or productive formation, or subsurface minerals or structure or the loss of oil or gas therefore in;
- (d) blowout, fire, explosion, catering , or any uncontrolled well condition;
- (e) pollution, as well as containing, controlling and cleaning up any pollution, contamination or debris.

Gross Negligence or Willful Misconduct means any act or failure to act (whether sole, joint or concurrent) by a person that was intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another person which the person acting or failing to act knew, or should have known, would result from such act of omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it: (i) constituted mere ordinary omission or oversight; or (ii) was done or omitted in accordance with the express instructions or approval of all parties."

The liability clause will be applicable to both parties i.e. OGDCL and the contractor and therefore its ambit and scope will be interpreted accordingly.

SECTION 11. INDEMNITIES:

- 11.1 Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other including without limitation business interruptions, loss of profits, loss of use of assets, loss of data and loss of contracts, and each Party shall hold the other Party harmless in respect thereof.
- 11.2 The Contractor shall indemnify the Company against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company connection therewith, shall be charged in to and paid by the Contractor in full.

SECTION 12. LIQUIDATED DAMAGES:

- 12.1 If the contractor fails to deliver any or all of the goods/services within the time periods(s) specified in the Contract, the purchaser shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks upto maximum extent of 10% of the contract value.
- 12.2 In case the purchaser is satisfied that the delayed/defective services/shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10 % of the contract value of the delayed/defective shipment provided that the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delayed. The Purchaser may however, impose Liquidated Damages as per clause 12.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.

12.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

SECTION 13. PATENT RIGHTS:

The Contractor shall protect, indemnify and hold the Company harmless from and against all claims, proceedings, demands, damages, costs, charges and expenses whatsoever for or on account of infringement of any patent rights, design, trade-mark, industrial design or name or other protected rights in respect of any design, method, machine work, material etc. used for or in connection with the Services.

SECTION 14. DIRECTIONS:

The Contractor and its personnel must, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company or its representative.

SECTION 15. CONFIDENTIALITY:

15.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.

15.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, rig, installation or existing facilities of the Company.

15.3 The Contractor further undertakes that it shall not, except with the prior written consent of the Company:

- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - a) the Contract or its terms and conditions,
 - b) the nature or extent of Services carried out by the Contractor,
 - c) the method, materials, or equipment used and personnel employed, or
 - d) any other Company information in the possession of the Contractor.
- ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

SECTION 16. DEFAULT:

- 16.1 If the Contractor is unable or unwilling to perform its Services in accordance with terms of the Contract, the Company may obtain conforming Services from other sources, in which case, the Contractor shall be liable to the Company for the increased cost, if any, incurred by the Company for procuring such Services from other sources.
- 16.2 The Contractor shall also be in default under the Contract if the Contractor (a) fails to fully and timely perform any of its material obligations under the Contract (b) becomes insolvent or seeks relief under the bankruptcy laws.

SECTION 17. ARBITRATION:

- 17.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either Party may give written notice to the other for appointment of an expert to resolve the dispute. The expert shall be preferably a Pakistani national and shall have at least ten years of experience in the relevant technical field.
- 17.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other party give notice in writing within fifteen (15) days after receipt of the notice of designation of the second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.
- 17.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.
- 17.4 The expenses of arbitration shall be charged equally to the Parties unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

SECTION 18. TERMINATION:

- 18.1 In the event of default by the Contractor, the Company shall have the right to terminate the Contract for cause, by giving written notice effective ten (10) days after the date of such notice, unless otherwise specified therein. If the Contractor

cures such default within the ten (10) days period, or provides evidence to satisfy the Company that such default does not exist. In addition to any other remedy available under law or in equity, the Company shall be entitled to recover all actual damages, costs and losses incurred by the Company as a result of default by the Contractor.

- 18.2 The Company shall have the right to terminate the Contract, in whole or in part, without any cause at any time upon thirty (30) days' prior written notice. Upon receipt of such notice of termination, the Contractor shall promptly cease all further Services under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Services performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.

SECTION 19. FORCE MAEJEURE:

- 19.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightening, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non availability of raw materials, rains disturbances, other labour disputes or non availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Services and the Company shall not impose penalty.

- 19.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

SECTION 20. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION:

The Contractor / Consultant hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor / Consultant are intact, valid and possessed by the Contractor / Consultant and shall be maintained during the performance of this Contract.

The Company has the right to inspect, or demand for such licenses, permits, authorization and certificates and the Contractor/ Consultant shall forthwith comply with such inspection on demand.

SECTION 21. PHOTOGRAPHY AND ADVERTISING:

- 21.1 The Contractor undertakes that neither the Contractor nor any of its employees shall, except with the prior written consent of the Company shall take, any ground or aerial photographs of the site, rig, installation or existing facilities at or around the work site.
- 21.2 The Contractor further undertakes that neither the Contractor nor any of the Contractor's personnel shall, except with the prior written consent of the Company:
- i. make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - the Contract or its terms and conditions,
 - the type or extent of the works, services, jobs required to be carried out by the Contractor,
 - the method, materials, or equipment used and personnel employed,
 - any information in the possession of the Contractor as to the operations of the Company.
 - ii. Disclose or convey any of the matters or information referred to in (a) above to any employees of the Contractor not directly concerned with the Contract.

SECTION 22. SECURITY:

- 22.1 Company shall provide appropriate site security including, as from time to time may be necessary, security personnel and security services at the work site or during transportation of personnel and equipment to and from the work site.
- 22.2 It is the express intent of the Parties that any delay in the performance of Services or provision of equipment, or part thereof related directly or indirectly to security issues shall under no circumstances be deemed a breach of Contractor's obligation under the Contract.

SECTION 23. INSURANCE DEMURRAGE:

- 23.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:
- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Services in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
 - (b) All risk insurance cover for the Services and Equipment including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.

- (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.
- (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.

23.2 The Contractor shall indemnify the Company against all suits, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company in connection therewith, shall be charged to and paid by the Contractor in full.

SECTION 24. EMPLOYMENT OF PAKISTANI NATIONALS

The Contractor shall employ qualified Pakistani nationals for its Services, if available. If necessary, Contractor may employ expatriate professionals only after making all out efforts to employ Pakistani nationals. The Contractor shall make reasonable efforts to train Pakistani nationals in order to gradually replace its expatriate staff. Unskilled workers if needed for the Services shall be hired from the area where the Services are being performed.

SECTION 25. ASSIGNMENT:

The Contractor shall not sub-contractor or assign either whole or part of its obligations under this Contract without the prior written consent of the Company and such consent if given shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults and negligence of any sub Contractor, its personnel or agents as fully as it they were the acts, defaults or negligence of the Contractor, or its personnel.

SECTION 26. ENTIRE CONTRACT:

The documents mentioned in Section-3 of this Contract constitute the entire understanding between the Company and the Contractor on the subject matter and supersede all prior discussions, communications and agreements regarding the subject matter, whether written or oral.

SECTION 27. AMENDMENTS:

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the duly authorized representative of the Company and the Contractor.

SECTION 28. GOVERNING LAW:

This Contract shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

SECTION 29. ERADICATION OF CORRUPTION:

All vendors, Suppliers, Contractors, Consultants and alike are encouraged to inform the Managing Director and Heads of Departments in case where any Company's employee asks for any type of favour whether monetary or in kind. You can contact the M.D. and Heads of Departments on the following addresses, phone numbers, faxes or e-mail:

- i MD & CEO
Oil & Gas Development Company Limited
OGDCL House, Blue Area, Islamabad.
Tel No. 051-9209701
Fax No. 051-9209708
E-mail: md@ogdcl.com
- ii GM (SCM)
Tel No. 051-920023540
Fax No. 051-9209859
Email:rashid_mahmud@ogdcl.com

SECTION 30. NOTICES:

Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service or facsimile to the address of the Parties as follows:

To the Company: Manager (_____)
Oil & Gas Development Company limited
OGDCL House, Jinnah Avenue, Sector F-6
Blue Area, Islamabad, Pakistan
Telephone: 0092 - 51-92002____
Facsimile: 0092 - 51-

To the Contractor: Mr. _____ . M/s _____
Address:- _____
Telephone: 0092 - _____
Facsimile: 0092 - _____

Notices shall be deemed served when received by the addressee.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

COMPANY

CONTRACTOR

Signature_____

Signature_____

Name _____

Name _____

Position _____

Position _____

Witness _____

Witness _____

Witness _____

Witness _____



Terms of Reference (TOR)

For

E- Procurement Solution for OGDCL

TENDER ENQUIRY NO. PROC-FOREIGN/CB/SCM-SYS/3181/2017

Note: Bidders are advised to carefully review and examine the enclosed Tender Documents and provide complete information required in this TOR. The Tender Documents contains required information necessary for preparation of the Bid. However, it is the sole responsibility of the Bidder to become fully informed about existing and expected conditions that may affect performance of its obligations under the Contract. In case of any conflict between tender document including all its annexure and TOR (Annexure-A), TOR (Annexure-A) shall prevail.

1.0 OVERVIEW

OGDCL is a public sector company, following PPRA rules and; use public tendering process and direct quotation for seeking proposal from potential vendors. Based on the criteria, single envelope and two envelope sealed bidding for technical and commercial response is followed. Currently, Oracle Purchasing and Payable Modules are used for creation of Requisition, SOR and Purchase Order; and payment of invoice.

2.0 OBJECTIVE

OGDCL intend to acquire “**On Premises E-Procurement solution**” that can be integrated seamlessly with the current Oracle ERP Application and Microsoft Exchange Environment, and to provide on-line end-to-end automation of procurement processes. The solution should provide multi-envelope bidding (Qualification, Technical and Commercial envelopes) to accommodate:

- **Vendor pre-qualification** (at a project/tender level), including tender opening processes in accordance with public procurement protocols as well as committee approvals;
- **Technical evaluation** (of shortlisted vendors) from technical department following approval of technical envelope opening protocols/workflows in accordance with public procurement legislation by a nominated committee; and
- **Commercial evaluation** (of technically shortlisted vendors) by Financial Evaluation Committee (FEC) and order placement approval from a nominated committee in accordance with public procurement rules/OGDCL rules.

3.0 SCOPE OF WORK

The contractor shall be required to provide the following:

1. Fully off-the-shelf, on-premises E-Procurement solution for performing an end-to-end tendering process related to the procurement of Materials, Services and Agreements with the below mentioned futuristic scope related to online functionalities;
 - Templated Tender Management, including governance and control protocols, process flow mapping, task management, approvals to Delegation of Authority, project team discussions, as well as associated scheduling with customizable notifications and alerts to stakeholders for various procurement related activities throughout the process.
2. Integration with Oracle EBS and Microsoft Exchange (as further described below under ‘Integration with ERP’)
3. Support and Change Management for Vendors with regards to Onboarding, Training, Refreshers to effectively participate in the OGDCL Tenders.
4. Consulting Services for the implementation of said solution.
5. Complete gap analysis of OGDCL procurement process.
6. Complete Bidding process (from tender creation, publishing to the Evaluation and Award of Bids as well as Negotiations, approval workflows etc.) can be carried out within the system, including:
 - a. Vendor Pre-Qualification
 - b. Qualification, Technical and Commercial evaluation including commercial / price optimization comparative with historical data
 - c. Purchase Committee approvals at different stages of the Tender in accordance to OGDCL requirements

- d. Reports to track tender / procurement status, scheduling and outstanding bids / tenders
 - e. Surrogate bidding so that vendor technical and commercial bid can be maintained on behalf of the vendor in two stages that is technical bid at the time of technical bid opening date and commercial bid at the time of the commercial bid opening date.
 - f. Advanced negotiation capabilities to drive sustainable cost savings
7. Perform bid evaluation (qualification, technical and commercial comparison) for multiple suppliers
 8. Collaborative work environment where buyer, user, approvers and suppliers can interact and procurement status of each item is available in the system.
 9. Ensure availability of Full Audit trail within the system.
 10. Implement process for all type of tenders/ procurement including imports, local, stock material, non-stock material and consignment material. It includes Service contracts and long term outline agreements.
 11. Configure purchasing document forms where required with company logo, contact information and other details.
 12. Implementation of approval workflows for qualification, technical, commercial evaluation and approval from committee members.
 13. Training and Change Management support for End users, Business Analyst and System administrators and provide relevant training material and configuration documentation.
 14. Define project management procedures and guidelines to be adopted for the Project.
 15. Analyze Company's business processes and user requirements. (It is anticipated that there will be a total of up to 30 core users and up to 100 Support users)
 16. Review As-Is procurement process and develop To-Be process.
 17. Provide user level, management, analytical and status reports (approx. 50)
 18. Ensure system generated purchasing documents (e.g. technical and financial evaluation report, approval templates, MOM, etc.)
 19. Understand and define the workflow among all departments engaged in procurement process.
 20. Features and Complete intelligence module, drilled down facilities, Dashboards.
 21. The bidder will be required to provide the list of Hardware / Dependencies required from OGDCL.
 22. The bid should include risk associated with the proposed project.

The above is the minimum requirement, however the project to be completed as per requirement and any other mutually agreeable terms.

Integration with ERP

To achieve end-to-end integrated Procurement Process for improved visibility. Following Oracle integration points shall be implemented:

- a. Purchase Requisition
- b. Purchase Order / Contract
- c. Vendor Master
- d. Payment of Invoice

Costing Mechanism

Contractor shall elaborate the licensing mechanism whether licensing is based on number of users, number of materials and/or number of locations. Licensing cost per unit shall be given with mention of

minimum licenses being proposed. Contractor shall mention the volume discounts which are given with the increase in the quantity of the license purchased.

After Sales Support

Contractor shall provide standard procedures for after sale support that address the needs of both internal (within OGDCL) and external stakeholders (outside OGDCL, e.g. our Vendors). Problem resolution response time shall be specified in the proposal along-with problem escalation methods. Contractor shall also provide On-site support with local support staff. It will also include System/Product/Database Administration Support and periodic backups/restore.

4.0 FINANCIAL BID FORMAT

| | Module | | | Yearly Cost | Years | Total | |
|---|---|-----|----------------------|-------------|-------|-------|-------------------|
| A | On Premises Sourcing Module - Annual Subscription / Software License cost | | | | 5 | | |
| | Nos of Users | | Cost Per User | | | | Total Cost |
| | Core User | 30 | | | | | |
| | Support User | 100 | | | | | |
| B | One Time Implementation including Oracle ERP integration and Implementation Cost for A. | | | Lump sum | | | |
| C | Support Cost for implemented modules (Product Support, license renewal, onsite/off site support) | | | | 5 | | |
| | Total A + B + C | | | | | | |
| | Applicable Taxes | | | Included | | | |
| | Grand Total | | | | | | |

| | Optional cost for cloud model | | Annual Cost | Years | Total | |
|--|--|--|-------------|-------|-------|----------------------|
| | Per user annual subscription fees for cloud model (Optional) | | | 5 | | |
| | Nos of Users | | | | | Cost Per User |
| | Core User | | | | | |
| | Support User | | | | | |

1. Financial Evaluation will be made based on sum of item A, B & C including taxes.
 2. The Bidders are required to quote the Cost of Cloud Model Separately as optional cost, which will not be made part of financial evaluation.
 3. Quoted costs shall be valid for five years.
- * The implementation cost includes Kick-off meeting (on-site), requirement gathering with OGDCL team (on-site), system design and configuration (on-site / off-site), User Acceptance Testing (on-site) and hands-on training (on-site) for system administrators and class-room trainings for end-users.
- * The Vendor shall provide costing in accordance to financial proposal forms, and failure to quote accordingly may lead to disqualification.
- * OGDCL reserves right to award Contract/PO/establish LC in Phases/parts.

5.0 TECHNICAL EVALUATION.

Bidder shall meet the following requirements and provide appropriate supporting documents and must obtain 75% Marks to qualify technically. The Bidder must obtain 70% Marks in each Category to qualify technically.

| # | Description | Bidder's Compliance Yes/No | Max Points |
|----|---|--------------------------------------|------------|
| 1. | <p>Company Profile Including;</p> <ul style="list-style-type: none"> Place and year of Incorporation/Registration, Company offices across Pakistan, Number of employees in each office, skill set available in company, Core business area etc. Last three years audited financial statements. <p>Please provide the documentary evidence.</p> | | 20 |
| 2. | <p>Past Experience / Past Performance:</p> <ul style="list-style-type: none"> Years of experience (minimum 10 years) Number of e-procurement projects executed in Worldwide Number of e-procurement projects executed in Pakistan (minimum 5) Number of e-procurement projects executed with public sector organizations (specially E&P Companies). <p>Please provide the documentary evidence i.e. Completion Certificate and Satisfactory performance certificates from clients where required.</p> | <p>10</p> <p>5</p> <p>5</p> <p>5</p> | 25 |
| 3. | <p>Project Team</p> <ul style="list-style-type: none"> Enclose detail CVs of team associated with project (Will remain attach with the Project throughout Project Life Cycle). | | 15 |
| 4. | <p>Understanding and Compliance with requirements of tender document/TOR/SOW/all licensing and other requirements:</p> <p>The proposal should address each work area in sufficient detail to demonstrate a clear understanding of the Services to be provided. The bidder should provide evidence of sufficient planning to show that JOB will be accomplished as required and on schedule. The proposal shall contain CV of the staff to be deputed for the complete Project. Bidder shall identify dependencies, Projects Risk, Proposal shall contain complete introduction of the Product, and complete Project Plan/Schedule.</p> | | 25 |
| 5. | <p>Off-the-self solution for backward integration with Oracle ERP Release 12 (Purchasing and AP modules).</p> | | 15 |

The proposal shall be technically evaluated in line with the evaluation criteria.

Attached (Yes/No)

- Details of Clients and previous E- Procurement Implementations
- Details of E- Procurement Consultants

| Technical Evaluation Criteria | | |
|--------------------------------------|--|-----------|
| a. | Proposed solution meets Project Objectives mentioned in this tender document. | Mandatory |
| b. | Proposed solution is Commercially off the Shelf product and not the customized or developed from the ground up software | Mandatory |
| c. | Proposed solution has Oracle integration capability | Mandatory |
| d. | Proposed solution uses certified and secure interfaces | Mandatory |
| e. | Proposed solution shall offer all the below standard module for following requirement areas: 1) On Premises E- Procurement Portal as per OGDCL guidelines 2) Electronic Tendering with bidding styles as per PPRA Rules 3) Qualification, Technical and Commercial Bid Evaluation System with right for relevant users 4) Supplier Bid Submission Capability 5) Sourcing and Management Information Reporting Capability 6) Supplier Qualification Evaluation Capability 7) Secure Correspondence Tool for Suppliers and internal OGDCL users 8) Electronic Bid Opening Process via Bid Opening Committees as per PPRA Rule. 9) Procurement Spend Specific Reuse-able Templates 10) Compulsory Questionnaire Feature to secure supplier's technical or commercial responses on mandatory areas 11) Approval Workflow 12) Open Display of OGDCL Tenders on E- Procurement portal accessible for public information. | Mandatory |
| f. | Proposed solution provides option for surrogate bidding having support mechanism for suppliers. | Mandatory |
| g. | Proposed solution provides option for OGDCL stakeholders to collaborate for developing sourcing documents | Mandatory |
| h. | Proposed solution should have a continuous improvement cycle. | Mandatory |

| | | |
|----|---|-----------|
| i. | Bidder company is providing such products and services for at least 10 years in Pakistan | Mandatory |
| j. | Vendor must provide affidavit certifying no outstanding litigation cases or company has been blacklisted. | Mandatory |
| k. | There shall not be any cost charged to bidders or suppliers (for usage) | Mandatory |
| l. | Vendor must provide copy of valid NTN, Sales tax, Provisional services tax certificate (For locally registered firms only) | Mandatory |
| m. | Vendor must provide Audited statement of account for last three years | Mandatory |
| n. | Proposed solution shall facilitate Mobility (Mobile apps for using the application) | Optional |
| o. | Bidders are required to provide the Hardware and other critical resource requirements required for implementation. | Mandatory |

6.0 VENDOR QUALIFICATION

Any award to be made pursuant to this TENDER DOCUMENT will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Contractor's responsiveness to the TENDER DOCUMENT and the total price quoted for all items covered by the TENDER DOCUMENT. The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Contractor or Contractors:

1. Completion of all required responses in the correct format.
2. The extent to which Contractor's proposed solution fulfills the Company's stated requirements as set out in this TENDER DOCUMENT.
3. An assessment of the Contractor's ability to deliver the indicated services in accordance with the specifications set out in this TENDER DOCUMENT.
4. The Contractor's stability, experiences, and record of past performance in delivering such services.
5. Availability of sufficient high quality consultants with the required skills and experience for the specific approach proposed. (Resource requirement shall be pre-defined by the contractor and all designated resources shall remain available for the duration of the project)
6. Overall cost of Contractor's proposal (The contractor shall be required to assess total requirement and submit firm lump sum cost with detailed breakup) The supplier shall not charge any extra cost to OGDCL during the period of the Contract.
7. Compliance to OGDCL's terms and conditions.

7.0 PAYMENTS:

Implementation Cost

- **Ten (10) percent** of the one time implementation cost will be paid as Advance Payment against Bank Guarantee of equivalent amount as per requirement of OGDCL. The said Advance Bank Guarantee shall remain valid till issuance of Successful Implementation Certificate by OGDCL. *(In case of non-submission of Advance Bank Guarantee, this payment will be released after 30 days of successful implementation and Go Live on issuance of Successful Implementation Certificate by OGDCL.)*
- **Ninety (90) percent** payment of one time implementation cost will be paid after 30 days of successful implementation and Go Live on issuance of Successful Implementation Certificate by OGDCL.

Annual Subscription / Software License cost

- Payment of annual subscription / software License cost of Procurement Module as mentioned in Bid Price Schedule will be paid as per IT Industry Standard Practice i.e. Advance at the start of annual license period against advance bank guarantee of ten (10) percent of the amount of annual subscription / software License cost upon submission of advance payment invoice duly verified by OGDCL.
- However 1st Annual license period will start after 30 days of successful implementation and Go Live and so on for the remaining Annual License period.

Annual Support Cost for implemented modules

- Payment for Annual Support cost will be paid at the end of each year. This period shall start from the date of issuance of Successful Implementation Certificate by OGDCL

Note: *All Payments will be made after varication of Invoices by System and SCM Department.*

8.0 TRAINING/ WORKSHOP

The participating vendor must ensure that annual training for OGDCL key users from Information Technology & Procurement Departments are planned as the same would assist in enhancing system knowledge about the annual release of the E- Procurement technology. These key users from OGDCL would assist in the planning and execution of successful E- Procurement Strategy for OGDCL's E- Procurement Initiative.

9.0 DELIVERABLES (to be provided in hard copy and electronic PDF file)

At the commencement of the project, OGDCL requires following to be delivered:

1. Project management plan. A descriptive summary to be provided, how to proceed with the project with milestone target /achievement.

2. Communication plan.
3. Project documentation standards.
4. Training plan for buyers and suppliers.
5. Test Cases for successful testing of the solution
6. E- Procurement solution providing functionalities that meet all business requirements as set out in Project Scope of this tender document.
7. Required Configuration, Templates, Workflows and Trainings to achieve the objective.
8. Integration with Oracle ERP system
9. Complete Procedural Manual, Training help manual, Configuration Manual, Technical administration manual, Total Graphical workflows.
10. OGDCL customize Standard Operating Procedure (SOPs) for OGDCL End Users and Suppliers

OGDCL also requires written documentation of processes, help manuals and future recommendations associated with this project. The documentation shall consist of the following:

1. Help manual for all features and functionalities of the software
2. Maintenance & support model
3. Technical design document for system customization/customized reports
4. Design considerations for future enhancements of system

10.0 COMPLETION PERIOD

The vendor will be required to complete the implementation of E- Procurement Solution within Five (05) Months from the date of signing of contract. Total duration of Contract will be five (05) years.

11.0 DOCUMENTS REQUIREMENT

The vendors are required to submit documentary evidence wherever possible with the required technical and financial criteria keeping in view the ultimate objective to demonstrate maximum professionalism to carry out the project scope successfully.

12.0 TRANSITION / EXIT PLAN

The Vendor shall (at no cost to OGDCL) prepare an exit plan during the Implementation Phase and submit it to OGDCL for Approval (the "Exit Plan").

The Vendor shall have regard to the Exit Strategy and the following objectives (the "Exit Objectives") when producing, updating and implementing the Exit Plan and the Service Transfer Plan:

(A) The purpose of the exit process is to enable the Vendor to cease supplying the Services, or part thereof, and for a Vendor to perform equivalent (or similar) services;

- (B) The Vendor should provide such assistance and information to a New Vendor as necessary to enable as efficient and effective a transfer of services as possible;
- (C) Data shall be presented in a reasonable format that is capable of being utilized by any New Vendor;
- (D) It is critical to identify a process for the successful migration of Data to any new system or service;
- (E) The Vendor shall ensure that Data is not compromised during the exit process;
- (F) The Vendor shall not impose any barriers or restrictions to the smooth transition of Services to a New Vendor without any costs of such transition;
- (G) There shall be no adverse impact on Customer experience in relation to the Scheme during the exit process;
- (H) Timely development and agreement of plans describing exit activity, and compliance with these plans;
- (I) The Service Provider shall participate in planning and coordinating and co-operate with New vendor, Other Service Providers and the New Service Provider(s); and
- (J) The Vendor shall continue to perform the Services during the exit process without disruption or deterioration of the Services and in accordance with Agreement.

The Vendor shall revise the Exit Strategy from time to time throughout the Term to take into account changing technologies and any changes to the scope or nature of the Services, including any Change subject to OGDCL approval. The Vendor shall make such amendments to the Exit Strategy as OGDCL may reasonably require from time to time.

13.0 THIRD PARTY CERTIFICATE

The Vendor will produce a certificate issued by independent party to ensure that E-Procurement Solution is implemented as per TOR and fulfill all security and compliance standards. Cost shall be borne by Vendor. OGDCL shall have the right to confirm authenticity of the submitted certificate.

14.0 CLARIFICATIONS

Clarification, or any other information, if required can be obtained by addressing OGDCL whose addresses are given below:

Manager I/C (System)

5th Floor, OGDCL House Jinnah Avenue, Blue Area Islamabad

Telephone: (92-51) 920023604

Email: saleem@ogdcl.com

Manager (SCM) Foreign

1st Floor, OGDCL House Jinnah Avenue, Blue Area Islamabad

Telephone: (92-51) 920022144

Email: irshad_muhammad@ogdcl.com

15.0 PERFORMANCE BANK GUARANTEE

The contractor shall be required to submit the Performance Bond as per tender document as follow:-

- a. The PBG must be for 10% of 1st time implementation cost + Annual subscription cost/License Fees + Annual on Site/Off Site Support which shall remain valid for 18 Months from the date of successful implementation and Go live and issuance of successful implementation certificate.
- b. The amount of PBG related to 1st time implementation cost + Annual license cost will be released after 18 Months from the date of successful implementation and Go live and issuance of successful implementation certificate. The contractor will be required to keep intact the PBG for the amount related to Annual on Site/Off Site Support for entire duration of contract till close out of the Project/Transition/Exit.

16.0 ADDITIONAL TERMS

- The bidder shall provide a “*certificate of compliance/acceptance*” of complete tender document along with the bid.
- The bidder shall provide the secrecy declaration along with bid.
- Format of Advance Bank Guarantee is given in TOR.
- The Bidder shall submit the Bid Bond along with technical bid as per instruction given intender document.

SECRECY DECLARATION

Oil & Gas Development Company Limited
Islamabad
(Pakistan)

Tender Enquiry No. PROC-FOREIGN/CB/SCM-SYS/3181/2017
(E-PROCUREMENT SOLUTION FOR OGDCL)

We the undersigned _____ having our principal office at _____ (hereinafter referred to as the Bidder) hereby declare to Oil & Gas Facility Company Limited, Islamabad – Pakistan (hereinafter referred to as OGDCL) to accept the following terms and conditions on which OGDCL is prepared to communicate to the Bidder certain Confidential Information as hereinafter defined:

1. DEFINITIONS

- 1.1 The Project shall mean E-Procurement Solution for OGDCL.
- 1.2 “Confidential Information” shall mean any knowledge and information in connection with the Project at any time disclosed to the Bidder by or on behalf of the OGDCL in writing, or in any other form or acquired by the Bidder from the OGDCL, as well as all data derived from such knowledge and information at the time of such disclosure or acquisition is not:
- in the free and lawful possession of the Bidder or
 - part of public knowledge or literature.
- 1.3 “Confidential Record” shall mean all manuals, specifications, drawings, letters, telexes and any other material containing Confidential Information. For the purpose of Clauses 2 and 5 Confidential Information shall include Confidential Record.
- 1.4 The Confidential Record shall be such information as may be given by OGDCL.

2. CONFIDENTIALITY

2.1 The Bidder

- shall preserve and cause its employees to preserve the secrecy of all Confidential Information.
- Shall not except with the prior written consent of OGDCL and subject to the conditions contained in Clause 5, for any purpose other than the performance of the contracts for the Project or the preparation and submission of a bid for the Project.
 - i) disclose to any third party or enable any third party to note that fact that the Bidder has been invited to submit a bid for the Project and/or, if applicable, the fact that the Project has been entrusted to the Bidder.
 - ii) reproduce, copy or use, or disclose to, place at the disposal of or use on behalf of any third party or enable any third party to peruse, copy or use, any Confidential Information

2.2 The undertakings under clause 2.1 above shall continue in so far as the Confidential Information in question has not:

- become part of public knowledge or literature, or
- been disclosed to the Bidder by a third party (other than one disclosing on behalf of OGDCL) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.

3. **COPYRIGHT**

The copyright in the Confidential Record shall, in the absence of any express provision to the contrary be vested in OGDCL.

4. **RETURN OF CONFIDENTIAL RECORD**

Upon completion of the Project, or if it is decided that the Project will not be entrusted to the Bidder, upon notification to the Bidder of such decision, the Bidder shall return to OGDCL all Confidential Record.

5. **THIRD PARTY**

The Bidder shall ensure that under the terms of this Secrecy Declaration any of the Confidential Information comes to the knowledge and/or in the possession of any third party, the Bidder shall require from such third party that it shall abide by stipulations equivalent to those contained in this Secrecy Declaration.

Agreed and accepted this _____ day of _____.

Signature:

Name:

Position:

ADVANCE PAYMENT BANK GUARANTEE

Oil & Gas Development Company Limited,
OGDCL House, Jinnah Avenue,
Blue Area, Islamabad.

Guarantee No.....
Date of issue
Date of expiry
Amount.....

Dear Sirs,

Since you have awarded M/s (Name and address of Contractor) hereinafter called "The Contractor" Contract No. _____ dated _____ hereinafter called "The Contract" for Design, Fabrication, Supply and Commissioning of Dehydration Units for UCH-II Development Project.

AND WHEREAS you have agreed to pay to the Contractor an Advance (Down) Payment of US\$. _____ or in Pak Rs. _____ against a bank guarantee for safeguarding the earlier mentioned Advance (Down) payment.

AND WHEREAS we _____ (the Guarantor) hereby irrevocably and unconditionally guarantee the payment to you of US\$ _____ equivalent Pak Rs. _____ representing the amount of the Advance (Down) Payment and accordingly covenant and agree as follows:

- a) Upon your first and simple demand in writing We (the Guarantor) shall immediately and forthwith pay you the amount of guarantee without any recourse to Contractor/account party or any other party and without any question, contestation, deferment and asking for any statement of default, reason or justification.
- b) Any payment made hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
- c) The covenants herein contained constitute unconditional and irrevocable, independent and direct obligations of the Guarantor. No alteration in the terms of the Contract or in the extent or nature of the work to be performed thereunder and no allowance of time by you or other forbearance or concession or any other act or omission by you which but for this provision might exonerate or discharge the Guarantor shall in any way release the Guarantor from any liability hereunder.
- d) This Guarantee shall remain valid and in full force till successful Design, Fabrication, Supply and Commissioning of Dehydration Units and issuance of Acceptance Certificate or issue of statement of discharge by your authorized representative or return of original guarantee whichever is later.
- e) This Guarantee shall be binding on us and our successor in interest.
- f) This Guarantee shall be construed in accordance with laws and regulations of Islamic Republic of Pakistan.

FOR AND ON BEHALF OF
Signature & Seal

GUARANTOR (BANK)

17.0 OTHER REQUIREMENTS / COMPLIANCE

Technical Proposal should be submitted covering the following details;

| 1 | Supplier Onboarding and Lifecycle Management |
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| Item | Question |
| Q1.01 | Does your solution enable suppliers to self-enroll and to provide any required information via a configurable, guided onboarding process? Does this process include the capture of any category specific data? |
| Q1.02 | Does your solution support the creation of unique questions and forms to capture important supplier information at various stages, including during the registration process? |
| Q1.03 | Does your system automatically populate supplier data across the application (i.e., does your system manage supplier data in a robust way to ensure questions answered during one phase are automatically populated and updated across other areas of the procurement suite)? |
| Q1.04 | Does your system allow users to search and identify suppliers based on key information such as their metadata, responses to questions, status, participation, etc.? |
| Q1.05 | Does your solution support the creation of a customized category tree that allows suppliers to select their areas of interest? |
| Q1.06 | Does your solution support the use of conditional logic to capture additional information based on an earlier supplier response (e.g., based on the category they selected or their response to an earlier question)? |
| Q1.07 | Does your procurement suite offer configurable supplier account activation processes? Examples of this include: <ul style="list-style-type: none"> · Automated activation of all new requests · Manual activation by approved users · Conditional activation (i.e., where activation is only achieved after a predetermined minimum level of response has been provided) |
| Q1.08 | Does your solution provide users with seamless access to supplier cross-module data in real time to allow robust decision making (for example showing a supplier's status when considering to be invited to an RFx)? |
| Q1.09 | Does your solution roll critical supplier data up to a configurable dashboard for users to see important milestones and events? |

| 2 | Sourcing |
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| Item | Question |
| Q2.01 | Does your solution support the creation of projects of work for Sourcing initiatives? Describe how these projects draw together related system activities and any subsequent benefits. |
| Q2.02 | What workflow capabilities does your solution have with relation to Sourcing projects? Please identify the key benefits, controls and capabilities this functionality offers. |
| Q2.03 | Describe the process by which end users' purchase requests are able to be captured, consolidated and converted into sourcing projects. Include any information on how these requests can be imported from external solutions (such as an ERP). |
| Q2.04 | Describe how users are able to work collaboratively to survey the internal marketplace, identify user needs and build corresponding RFX events. |
| Q2.05 | Describe the process by which users are able to advertise their sourcing events to suppliers to ensure maximum exposure and market engagement. |
| Q2.06 | Does your solution support "open" RFX events where suppliers can self-enroll and participate? |
| Q2.07 | Does your RFX solution support the building of online web forms for streamlined and structured data capture and analysis? Please describe any unique aspects of these forms. |
| Q2.08 | Does your RFX solution support users with the ability to create content offline via a spreadsheet and then upload the content? |
| Q2.09 | Can RFX events be separated into overarching forms or envelopes (such as "Qualification", "Functional" and "Commercial") to enable appropriate weighting? Describe how this division impacts later stages of the RFX, such as during RFX response opening, committee approvals and evaluation phases. |
| Q2.10 | Are suppliers' responses to library questions pre-populated to speed up their response completion activities (e.g. where the same question has been asked and answered during the registration process or a previous RFX event)? |
| Q2.11 | Does your solution support the weighting of each question within a sourcing event for the purposes of automatic scoring, supplier disqualification and stakeholder guidance? |

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| Q2.12 | Are users able to track all key supplier activities, including (but not limited to) accessing the event details, downloading of important documents, reading messages, and submitting a response? |
| Q2.13 | Does your solution support advanced/ complex event evaluation capabilities, including (but not limited to): <ul style="list-style-type: none"> · Evaluation teams which can be dedicated to specific bid components or sections · Automatic scoring of questions, including pre-defined mandatory fail criteria · Evaluator group weightings and suggested score rollups for final oversight · Side by side bid and outlier analysis |
| Q2.14 | Does your solution have any automated processes that are in place to ensure suppliers are informed of any changes made to a running RFX event? Please provide details. |
| Q2.15 | Does your solution support multi-lot sourcing events, where a supplier is directed to complete an overarching RFX event in conjunction with a number of underlying sub-events? Describe how the suite ensures the validity and completeness of each supplier's total response in this scenario. |
| Q2.16 | Does your solution support a multi-round procurement process? Please describe any limits to the number of rounds that can be run. |
| Q2.17 | Describe the level of support your system has for forward and reverse auctions, including (but not limited to) English, Dutch, Japanese, Value based and Time formats. |
| Q2.18 | Describe the linkages between the key stages of a sourcing project, including the movement of data from one event to another, and including (but not limited to): <ul style="list-style-type: none"> · Moving from a RFI to RFQ · Creating a new round or additional commercial negotiation rounds process · Moving from a RFX to an Auction · Awarding a RFX to a contract |
| Q2.19 | Describe the method by which buyers and suppliers are able to communicate throughout the sourcing process. Include specific details on how buyers can respond to clarification questions and to distribute responses to all suppliers when appropriate. |
| Q2.20 | Describe how buyers are able to communicate and share important content with one another during the project lifecycle. |

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| Q2.21 | Does your solution allow an administrator to create customized event level forms to capture important business information from buyers? |
| Q2.22 | Does your solution support the use of templates when creating new events? |
| Q2.23 | Does your solution roll critical sourcing data up to a configurable dashboard for users to see important milestones and events? |
| 3 | Business Intelligence & Analytics |
| Item | Question |
| Q3.01 | When viewing large lists of data, are users able to export the onscreen content directly to standard business formats such as spreadsheets? |
| Q3.02 | Does your procurement suite offer the ability for users to export targeted key content within the suite (e.g., a supplier's RFX response or the results of an Auction)? Please provide examples where applicable. |
| Q3.03 | Does your solution offer a simple reporting capability that allows end users to search key system data and return results in lists? |
| Q3.04 | Does your solution offer an advanced analytical capability with access to core system data? Please describe the high-level capabilities of this offering. |
| Q3.05 | Does your advanced analytical capability offer any predefined or scripted reports off-the-shelf? Please provide details of these reports as they align to the scope of OGDCL's requirements. |
| Q3.06 | Does your advanced analytical capability offer approved users the ability to design and distribute customized reports via an online report builder? |
| Q3.07 | Are users able to schedule reports to run at predefined times? Please describe how these are distributed to users. |
| Q3.08 | Does your organization offer customers any offline reporting capabilities via a managed service? Please provide details of the service, including examples of the typical types of reports that customers request from this service. |
| 4 | Implementation and Account Management |

| Item | Question |
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| Q4.01 | Please provide details of how you would implement your procurement suite within our business. Please include your high level implementation plan and user adoption approach. |
| Q4.02 | Who would be the key staff involved in the deployment of your procurement suite for our account? Please provide details of their experience, role and responsibilities. |
| Q4.03 | Please provide details of your ongoing account management process, including any periodical performance reviews you would conduct. |
| Q4.04 | Do you have a mechanism to provide customers with access to senior staff within your business? |
| Q4.05 | How do you gather product improvement and enhancement requests from existing customers? Please provide details of how these are collated and fed back into your business to influence the product roadmap. |
| Q4.06 | Do you hold any regional user groups, customer conferences, networking events, or forums? Please provide details. |
| Q4.07 | Please provide details of any customer satisfaction surveys or benchmarking exercises that you conduct. |
| 5 | Security, Integration and Support |
| Item | Question |
| Q5.01 | Please provide details of the support offered to users within the system, including (but not limited to): · Their ability to retrieve forgotten credentials and passwords without help desk support · Help documentation and user guides · User communities and support forums · Details of any other support features such as tool tips, classroom training, etc. |
| Q5.02 | Is your procurement suite and support available in multiple languages? Please provide details of each supported language and how these interact with user-created content such as category trees, forms, etc. |

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| Q5.03 | Please provide details on your system's ability to integrate with other systems such but not limited to ERP and warehouse management solutions. |
| Q5.04 | Please provide details of your help desk and user support offering. |
| Q5.05 | What has been your system's uptime and availability over the past 12 months? Please detail how your system's uptime and availability is measured or calculated. |
| Q5.06 | Please provide a high level system roadmap for your procurement suite. |
| Q5.07 | Please provide details of the accessibility options available within your procurement suite. |
| Q5.08 | Please provide details of any certifications achieved by your organization or solutions. |
| Q5.09 | Please provide details of any industry benchmarks or surveys your organization has participated in. |
| Q5.10 | Please provide a high level summary of your procurement suite's architectural and security design, including (but not limited to): <ul style="list-style-type: none"> · Minimum system requirements · Encryption · Redundancy and disaster recovery · Security controls · Anti-virus and patch management · Audits · Logging · Backup and archiving |