

PROCUREMENT OF
OPEN SOURCE ENTERPRISE RESOURCE PLANNING
(ERP) SOLUTION

TENDER NO: KPOGCL/Re-Tender/568/2023

Pre-Bid Meeting: 04-Sept-2023, 11:00 am

Closing Time: 12-Sept-2023, 11:00 am

Opening Time: 12-Sept-2023, 11:30 am

CONTENTS

BASIC DATA SHEET	3
1. PURPOSE.....	4
2. KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL).....	4
3. TERMS OF REFERENCE & DELIVERABLES	4
4. FUNCTIONAL REQUIREMENTS / MODULES OF THE ERP SOLUTION	7
5. CHECK LIST FOR FIRM	13
6. PROCESS OF HIRING AND PROPOSAL INSTRUCTION	13
7. CONTENTS OF TECHNICAL PROPOSAL	14
8. LETTER OF INVITATION.....	15
9. TECHNICAL EVALUATION CRITERIA (TEC).....	15
10. FINANCIAL EVALUATION CRITERIA (FEC).....	17
11. SELECTION FOR AWARD.....	20
12. General Conditions	21
13. Conflict of interest	22
14. Fraud & Corruption	23
15. Proposal validity	23
16. Only One Proposal.....	23
17. Proposals Instructions	23
18. Language, Preparation of Proposal	24
19. Time Frame for Commencement and Completion.....	24
20. Confidentiality	24
21. Dispute Resolution.....	25
22. Clarification of Items Contained in This BIDDING DOCUMENTS Document.....	25
23. Responsibilities of Firm.....	26
24. No Obligation	26
25. Disclaimer by KPOGCL.....	26
Annexure- A	28
Annexure- B.....	30
Bid Bond.....	30
PERFORMANCE BOND/BANK GUARANTEE	32

BASIC DATA SHEET

1	<p>Name of the Assignment is: Procurement Of Open Source Enterprise Resource Planning (ERP) Solution</p> <p>The Name of the PE's official (s): Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) Address: 3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan. Telephone: +92 91-9216283 Fax: - +92 91-9216295</p>
2	The method of selection is: Open Competitive Bidding, following KPPRA Rule Single Stage, Two Envelope.
3	Financial Proposal to be submitted together with Technical Proposal: Yes
4	The Proposal submission address is: CEO KPOGCL 3 rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan.
5	Proposals must be submitted not later than the following date and time: 12-Sept-2023, 11:00 am Pre-Bid Meeting: 04-Sept-2023, 11:00 am Opening Time: 12-Sept-2023, 11:30 am
	Proposals validity: 90 days after Bid opening
6	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: E-mail: tariq.scm@kpogcl.com.pk cc: ceo@kpogcl.com.pk
7	A bid bond of Amounting equal to 02% of Total Bid shall be deposit as a bid security.
8	Performance guarantee of total 10% of contract value.
9	The format of the Technical Proposal to be submitted is: Form Tech-1
10	Amounts Payable by the KPOGCL to the Firm under the contract to be subject to Pakistan tax Laws.
11	Firms to state cost in the national currency i.e. PKR only.
12	Firms must submit the original and 02 copies of the Technical Proposal, and the original of the Financial Proposal.
13	Documentary proof for Technical Evaluation Table-1 otherwise missing documents will be given zero marks. & check list is mandatory.

1. PURPOSE

KPOGCL seeks to adopt the best practices in finance management & accounting, human resource management and procurement & inventory management. It is expected that the ERP Solution will facilitate embedding these best practices and processes into the operations of KPOGCL, doing away with non-value adding/redundant processes in the various functions to make them efficient and compliant.

KPOGCL intends to realize following key benefits from ERP Solution Implementation:

- Integrating business processes and data across the organization;
- Standardizing processes within the organization;
- Creating single source of information for the organization wide data; and
- Providing online access to information to facilitate better organizational planning, communication and collaboration, for KPOGCL team

2. KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL)

Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) incorporated in 2013, we are committed to conduct business in an honest, ethical, transparent and legal manner. KPOGCL is an oil & gas exploration and production company fully owned by the Government of Khyber Pakhtunkhwa and Provincial Holding Company. It gets its inspiration from the Energy Apex Committee and Board of Directors. Its actions are governed by the ethical values and principles that we share. The Company is in relentless pursuit to be seen as a role model in the corporate community by its conduct, transparency, openness, growth, par excellence and business practices. All this depends on the Company's personnel, as they are the ones who are at the forefront of the Company's affairs with the outside world. All directors and employees have to be familiar with their obligations in this regard and have to conduct accordingly. This Code of conduct in general is in accordance with Company's core values, goals and objectives that must be interpreted and applied within the framework of laws and customs in which the Company operates. This code will be obligatory for each director and employee to adhere to.

3. TERMS OF REFERENCE & DELIVERABLES

To achieve this goal, KPOGCL is seeking a comprehensive turnkey proposal covering Software Implementation and Post Go-Live Support of an Open source ERP Solution. KPOGCL is expecting from the vendor to complete/implement the project within six months. The ERP Solution shall be modular and scalable to cater for future needs of KPOGCL and must available in a single cloud (public or private).

KPOGCL is requiring all essential modules of ERP i.e. Finance & Accounts, Fixed Asset Management, Human Capital & Payroll Management, Procurement & Inventory Management, Recruitment, Onboarding, Employee Performance & Goals Management, and Employee Training Management.

KPOGCL has divided the required modules of the cloud-based ERP Solution in following two categories:

A. Core ERP System: Finance & Accounts, Budget Management & Control, Fixed Asset Management, Human Capital & Payroll Management, Procurement & Inventory Management.

B. HRM System: Recruitment, Onboarding, Employee Performance Management and Employee Training Management.

For avoiding any confusion, both “Core ERP System” and “HRM System” shall jointly be called “ERP Solution” in the remainder of this document.

KPOGCL requires that at least, the Core ERP System shall be native to the proposed ERP solution whereas HRM System may be a native component/module or a separate module. However, the bidder shall be responsible for supply, installation, configuration, testing, commissioning and support of the complete “ERP Solution”.

Vendor’s Responsibilities:

1. The Vendor is expected to specify, furnish, deliver, install and support required modules of the ERP Solution. Installation and configuration of development or test instance of the ERP Solution would be responsibility of the vendor.
2. The Vendor will be responsible for suggesting the Hardware & Network Infrastructure specifications necessary to access the proposed ERP Solution online.
3. The Vendor shall be responsible for managing ERP software including but not limited to applying patches, updates, configuration updates, under a subsequent support contract.
4. KPOGCL currently is using an ERP Solution. Some legacy data conversion/migration would be required, the Vendor is expected to assist KPOGCL in the conversion of both electronic and manual data in to the new system. The Vendor will also be responsible for data import and validation into the ERP Solution and data for import will be provided in CSV format.
5. For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to KPOGCL staff during the development of needed reports, via technical training on the system tools available for custom report generation.
6. Vendor must be able to;
 - i. Complete gap analysis and provide end to end integrated and automated process.
 - ii. Training and Change Management support for End users and System administrators and provide relevant training material and configuration documentation.
 - iii. Define project management procedures and guidelines to be adopted for the Project.
 - iv. Company will share business processes and user requirements and Vendor will review as-Is processes.
 - v. Implement the solution and associated management information reporting.
7. Project Management services
 - i. KPOGCL intends to complete the ERP Solution implementation project within four to six months. The Vendor is required to plan the project to ensure these timelines.

- ii. Deployment of a competent team having expertise in the relevant modules of the ERP Solution and specific functional areas.
 - iii. Scheduling the activities so as to complete the ERP Solution implementation project with all the functional areas of KPOGCL within the agreed time frame.
8. Training and documentation
- i. Training all the system/power users on train-the-trainer model.
 - ii. Assist in documentation of processes, which will be done by KPOGCL staff.
 - iii. Training the key executives for monitoring performance and using reports effectively.
9. Support services
- i. Facilitating user adoption
 - ii. Operations of help desk and refresher training, during support period
10. Training
- Training will be required in two main areas:
- (a) Technical Staff, and**
 - (b) Key System Users.**

Key System Users are currently identified as Key Users/Business Process Owners.

The Vendor will be required to develop a Training plan to ensure that all identified System Users and Technical Support Staff is trained in the use and support of the system.

The Vendor is required to provide presentation materials for training users. The User Staff training materials must cover, at a minimum, the following topics:

a. Systems Overview

- Data inputs.
- Outputs and reports produced.
- Major systems business processes

b. Systems Usage

- Entering data and data validation.
- Data correction and user help features.
- Menu and system functions.
- Problem recovery.
- Report contents.
- Report generation.
- Search and inquiry features.
- Systems Operation.
- Backup scheduling.

11. System Documentation and Manuals

Vendor shall provide material for use by KPOGCL as part of the initial training (these are different from the training material for the trainings) and on-going operational support.

12. ERP Solution implementation activities

The Core implementation Activities: The methodology shall be well-defined and structured in approach. It should adhere to the best practices of ERP Solution implementation and should cover the following broad phases or work elements

1. Project Preparation
2. System Study/Business Process Design Documentation provided by KPOGCL
3. Configuration/Customization of ERP
4. Integration, Testing & User Acceptance
5. Data Migration
6. User and Technical training
7. Cut over and making the ERP Solution “usage ready”
8. Post implementation support / hyper care

4. FUNCTIONAL REQUIREMENTS / MODULES OF THE ERP SOLUTION

a) Finance, accounts & budget management general ledger module

- 1) Monthly, quarterly, half yearly and annual financial statements based upon actual expenditures and income of joint ventures, company G & A and other income.
 - Financial statements preparation.
 - Definition / grouping of GL codes in accordance with items to be clubbed under each financial statement head.
 - Format to be specified for each component of financial statements i-e Balance sheet, income statement, Statement of changes in equity, Cash flow statement and supporting schedules including fixed asset schedule.
 - Flexibility in definition of reporting format and report extraction to allow incorporation of any changes .
- 2) Year wise comparison of budget vs budget, actual vs actual and budget vs actual.
 - Defining budget code for each budget item classified under Revenue budget, Production budget, Capex Budget, Operational budget and investment budget, in line with implemented Chart of Accounts
 - Separate Project/Joint Venture budget provisioning.
 - Preparation of budgeted financial statements.
 - Entry of each category of income, expense or asset against budget code.
 - Monthly Comparison reports for actual and budgeted items in the form of variance analysis as specified in other sections and in accordance with Performa attached..
- 3) Banking: receipts, payments, investments, bank reconciliation, maintenance of sufficient bank balances. Printing of cheques.

- Defining vouchers for recording of bank receipts, payments and transfers and approval of the same by the competent authority.
 - Procedures and format for preparation of bank reconciliations on monthly basis.
- 4) Petty Cash Maintenance
 - Defining in the system imprest limit for petty cash.
 - Defining in the system maximum amount which can be paid through petty cash.
 - Summary report for all petty cash payment in a month
 - 5) Company Fixed Assets recording, maintenance, calculation of depreciation etc
 - Acquisition of assets, through procurement process
 - Comparison with Budget at the time of PR, PO, Payment etc.
 - Retirement of assets & recording disposal of fixed asset
 - Change asset type from one type to another
 - Advance Payment Against Fixed Asset
 - Depreciation Run at Month End
 - Month Year End Closing
 - Cost Center Planning
 - Actual Cost/Revenue Allocation
 - 6) Project Accounting
 - Production reports joint venture wise for any particular period. (Period here includes each day, week, month, quarter or year)
 - Monitoring of project Budget and comparison with actual expenditure.
 - 7) Taxation
 - Auto Tax Deductions and calculation of all types of applicable taxes on payments and salaries.
 - Details of tax deducted at source
 - Recording Withholding Tax Deducted with Challan
 - Rate of tax to be applied that should be subject to change.
 - 8) Ratio analysis
 - Calculation of profitability, liquidity and investment ratios as per given formulas

b) Basic HR & PAYROL

- 1) Creation of Organogram
- 2) Creation of Organizational Departments
- 3) Creation of Positions
- 4) Assignment of Employees or Applicants to Positions
- 5) Cost Assignment of Organizational Departments
- 6) Manpower planning and budgeting
- 7) Personnel administration
 - Hiring of Employee

- 8) Confirmation of Employee
- 9) Transfer of Employee
- 10) Promotion of Employee
- 11) Leaving of Employee
- 12) Time management i.e. attendance recording
- 13) Entry of Employee Attendance
- 14) Employee attendance record
- 15) Employee leaves
- 16) Employee Overtime calculations
- 17) Updating Time records to Payroll
- 18) Payroll and posting to accounting
- 19) Run Payroll
- 20) Check Payroll for errors
- 21) Rectify errors if any
- 22) Check Payroll Reports for errors
- 23) Payroll activity completion
- 24) Post Payroll transactions to Finance Module / GL Accounts

c) Human Resource Management Module

- 1) Recruiting & Reporting Requisition Management
- 2) Candidate Management Candidate/Resume Search
- 3) Hire & Onboard
- 4) Recruiting Reporting/Analysis
- 5) Applicant Tracking, Shortlisting, Interview Scheduling etc
- 6) performance management and periodic review (end to end)
- 7) continuous performance management
- 8) employee development areas
- 9) learning management system (LMS) content storage
- 10) tracking employees learning

d) Supply Chain Management Module (procurement , inventory, fixed assets)

- 1) System should be able to support purchase requisitions for purchases of services, assets and mixed purchases (service and inventory).
- 2) System should have the ability to configure PR approval hierarchy and automatically determine who is authorized to approve purchase requisition based on material type, department, cost center etc. (order and number of required approvals can vary based on the total value of the requisition).
- 3) System should be able to transfer capital job number mentioned on Purchase requisition to purchase order
- 4) System should allow users to raise urgent purchase requisitions which will be tagged and reported separately.
- 5) System should allow the users to be able to track PR statuses.

- 6) System should require mandatory approval from designated approvers in case of certain items exceeding a set amount.
- 7) The Purchase requisition should be able to capture all pertinent data.
- 8) System should have budget check and control feature at PR level.
- 9) System should have the ability to generate request from quotation based on purchase requisition and also should have the ability to support request for quotation for purchases (applicable to purchases above certain value).
- 10) System should have the ability to enter vendor's quotations and store the history in the system.
- 11) System should be able to store vendor quotation in the system (key in details or file upload) and also should have ability to compare quotations from multiple vendors.
- 12) System should provide integrated interface to suppliers for entering required details and other communication with KPOGCL.
- 13) A public facing web portal for e tendering and bidding which would post/upload bids etc and have an interface with ERP system through API.
- 14) System should have the ability to manage and track complaints to vendors.
- 15) System should be able to generate comprehensive executive summary of purchasing cases.
- 16) System should allow for the auto creation of purchase orders with reference to the approved quotations and indents.
- 17) System should track when LOI was issued or what details formed part of it.
- 18) System should provide for entering Performance bond details.
- 19) System should automate creation of RFQs from Third Party Inspectors in specific cases and cater to inspection details entry.
- 20) System should have the ability to enter purchase order manually and also creation of purchase orders for inventory items, on stock items, assets, services and capital projects.
- 21) System should have the ability to track revision number and dates for changed purchase orders through logs.
- 22) System should be able to include supplier's lead time for a procurement material.
- 23) System should be able to send purchase order approval on-line / via email and approve the purchase order electronically.
- 24) System should have ability to create PO with multiple delivery dates for one item and with individual quantities for each delivery for a single warehouse (scheduling order).
- 25) System should support multiple shipping / freight terms and also have ability to include miscellaneous charges on PO.
- 26) System should have ability to match invoices with PO receipts.
- 27) Vendors can issue confirmations to the relevant purchasing organization indicating their compliance or non-compliance with scheduled delivery dates. Confirmations (maintenance and monitoring) should be possible.
- 28) System should allow editing a PO before receiving.
- 29) System should follow same approval hierarchy for amended Purchase order, previously approved.

- 30) System should be able to keep track of changes in PO through logs.
- 31) System should offer a process for services receipt marking and invoice matching.
- 32) System should provide project wise costing of service contracts and their tracking against milestones of projects.
- 33) System should provide automated solution for calculation of tax and maintenance of tax information.
- 34) System should provide a mechanism for submission of performance bank guarantees and bid bonds online.
- 35) Notifications for on-hand stock positions are required at the time of raising PR
- 36) System should maintain separation of local and foreign bidders.
- 37) System should track buyer wise PR assignment.
- 38) System should provide budget check notifications before payments
- 39) System should be able to reserve budget against purchases in the year they relate to.
- 40) System should maintain detailed revision histories of all important control documents through logs.
- 41) System should offer easy to use reports and offer intelligent dashboard based reporting.
- 42) System should keep track of repeat Purchase Orders.
- 43) System should report and maintain PO discount details.
- 44) Mechanism is required for reporting and alerts based on late delivery of contract goods and services, Liquidated Damages (LD), calculation of LD charges if required.
- 45) System should be capable of tracking/record of Pay Order deposited in KPOGCL Account and afterword its release by Accounts Department against procurement cases.
- 46) All relevant processes based on best practices with regards to Procurement of Fixed Assets, control items, inventory and its management.

e) Project Deliverables

It is expected that the project will move from one phase to the next only when the deliverables of that phase are delivered.

Deliverables acceptance criteria:

1. The acceptance criteria for each phase is the submission and acceptance of all deliverables specified for that phase. The formal acceptance by KPOGCL of the phase deliverables constitutes completion of the phase and approval to launch the next phase.
2. Vendor will meet with KPOGCL Project Manager to review the applicable templates, tailored to accommodate the needs of the project, and agree on the scope of each of the major deliverables for that phase. This will be agreed in writing

3. KPOGCL team will give a go ahead to move from one project milestone to the other project milestone only after the deliverables of a particular project milestone are accepted by the KPOGCL POC.

f) Support

During post go live implementation support period, the Vendor shall provide Help Desk Services for reporting errors and malfunctions and for trouble shooting problems for a defined period. Vendor's Help Desk Services shall be web-based and/or by telephone lines and/or via e-mail. Vendor's Help Desk Services shall include, but are not limited to, the following services:

1. Assistance related to questions on the use of the software solution;
2. Assistance in identifying and determining the causes of suspected errors or malfunctions in the software solution;
3. Advice on detours or workarounds for identified errors or malfunctions, where reasonably available; and
4. Information on errors previously identified;
5. Onsite support - On-site support for specific agreed upon instances, for which advance notice will be given

g) ERP Solution Requirements:

Sr. Module

1. Finance, Accounts & Budget Management
2. Human Capital & Payroll Management
3. Procurement & Inventory Management
4. Self Service Users for Procurement & Inventory (raising requisitions, issuance of GRN etc.)
5. Gen Users (Payroll, attendance etc.)
6. Developer User

• Number of Employees for Payroll Processing = minimum _____

Number of Users _____ (give module wise details)

The Proposed Core ERP System should allow KPOGCL to reallocate user types to other user types (Change access and permission levels).

5. CHECK LIST FOR FIRM

1. MANDATORY DOCUMENTARY PROOFS/EVIDENCES FOR CHECKLIST ARE REQUIRED ALONG WITH TECHNICAL PROPOSAL, BID SHALL BE CONSIDERED NON-RESPONSIVE.

6. PROCESS OF HIRING AND PROPOSAL INSTRUCTION

S.No	Mandatory Requirements	Yes	No
1	Registration with FBR and KPRA with Active Status.		
2	Bidders to provide proof of registration of business in form of Certificate of Incorporation issued by SECP, certificate of registrar of firms,		
3	Average Annual turnover of at least PKR 30 million during last 3 years of the firm. In case of JV, applicable on lead member.		
4	At least 3 years of experience Implementation Services of ERP Solutions. In case of JV, applicable on lead member. Bidders to provide copies of contracts/POs/WOs etc. of earliest projects undertaken, related to Implementation Services of ERP Solutions.		
5	In case of JV, complete JV agreement along with bifurcation of roles, responsibilities and services to be provided. JV agreement must be signed by the authorized representatives of all members of JV.		
6	The bidder, or in case of JV at least one member, must have experience and facilities/personnel for end user trainings.		
7	The bidder must have its presence (office/branch office or permanent resources) in the following cities of Pakistan: • Islamabad / Rawalpindi or Peshawar. Confirmation to be provided on Company’s Letterhead along with the address of the office locations and/or name(s) of the permanent resources.		
8	The Service Level Agreement (SLA) – System Availability Percentage of “Production” instance of Proposed Cloud ERP Solution must be at least 99.5% during each month of the year. Confirmation through a certificate/letter/email to be provided.		
9	A certificate/affidavit on Stamp paper indicating that the firm is not blacklisted by any Government/Autonomous Body in Pakistan and that all the documents, statements and information provided with the proposal are complete, true and correct in all aspects		
10	Company profiles with details of head office and sub offices across the country and in KPK		

The interested Bidders should be engaged following a Single Stage, Two-Envelopes Procedure for hiring method. The submittals shall be evaluated through a separate technical and financial appraisal with 70% and 30% weight age, respectively.

Financial bids of only the Technically Qualified Bidders shall be opened.

Fax, email and non-registered delivery by post mail proposal shall not be considered.

Bids submitted must include bidder’s covering letter on its letterhead containing

- i. Project title/subject: _____
- ii. Bidder's name: _____
- iii. Name of authorized person: _____
- iv. Bidder E mail/Cell No. (phone, fax): _____
- v. Name and address of bidder and authorized person

One original and two copies of the Technical proposal are to be submitted in a sealed envelope marked "TECHNICAL BID" with the bidder name and address clearly written.

A fixed price fee based FINANCIAL PROPOSAL must be submitted in sealed envelope. Bidder must clearly mark outside of the envelope as "FINANCIAL BID" along with the bidder name and seal it properly.

Quality Assurance Guidelines

The service shall be the best quality for their respective purposes and shall be free from all defects, latent or otherwise. Any portion of the software implementation found defective or unsuitable shall be promptly removed, replaced or corrected by Firm without additional charge to KPOGCL.

Failure by Firm to meet KPOGCL's quality requirements i.e. adequately fulfilling the TORs for the modules, shall constitute breach of contract and shall entitle KPOGCL to terminate the contract.

7. CONTENTS OF TECHNICAL PROPOSAL

- i. Company complete profile along with all relevant details and expertise.
- ii. Brief Profiles of the proposed team members having relevant experience and qualification.
- iii. A summary table along with detailed description of assignments under taken and supporting documents substantiating previous experience.
- iv. Office address with information on contact person and contact numbers in Islamabad, Rawalpindi or Peshawar.
- v. List of current clients.
- vi. Copy of NTN, GST & KPST.

8. LETTER OF INVITATION

Date: _____

Name _____

Add: _____

Dear Mr./Ms:

1. The *Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)* (hereinafter called “Procuring Entity”) now invites proposals to provide the following services: _____ . More details on the services are provided in the Terms of Reference.
2. A firm will be selected according to procedures described in this Bidding Documents in accordance with the KPPRA Rules 2014.
3. The Bidding Documents includes the following documents:
 - a. Letter of Invitation
 - b. Instructions to Firms
 - c. Terms of Reference
 - d. Technical Proposal –Tech Tables 1
 - e. Financial Proposal - Tables 2,3,4
4. Please inform us in writing at the following address 3rd Floor, Ali Tower, University Road (Opposite Custom House) Peshawar, Pakistan , upon receipt:
 - (a) that you have received the Letter of Invitation

Yours sincerely,

Nasir Khan

A-CEO KPOGCL

9. TECHNICAL EVALUATION CRITERIA (TEC)

- 8.1. The Technical Proposal envelope shall not include any financial information. A Technical Proposal containing financial information will be declared non responsive. For your response to the Bidding Documents to be considered by KPOGCL, interested firms must respond to this Bidding Documents in all respects.
- 8.2. A Bid having secured at least 60% in aggregate in Technical will be considered responsive for opening of the Financial Bid i.e. weighted average 42 marks out of 70.
- 8.3. Each responsive Proposal will be given a technical score (TS). Proposal(s) shall be rejected at this stage if it does not respond to important aspects of the Bidding Documents

and particularly the Terms of Reference (TOR) or if it fails to achieve the minimum technical score indicated above.

8.4. The proposal will be evaluated based on following factors:

Table-1-Technical Evaluation Criteria for ERP System

Sr. No.	Descriptions	Points	Obtained Points
A	Relevant ERP implementations experience 05 Marks for each completed project (proof of completion certificate) maximum 05 projects. □ 0 Marks for irrelevant, incomplete, and partial implementations	25	
B	Number of Years the firm has been in ERP consultancy/implementation practice in Pakistan: 01 Mark for each year	10	
C	Proposed Work Plan and Approach/Methodology *	20	
D	User interface/User Experience, Ease of use and Reporting (Maximum Marks 20) KPOGCL will require a demonstration/presentation during technical evaluation	20	
E	Active Certified partner of =05 marks Not active but was a certified partner in last 05 years = 2.5 marks Not certified = 00	05	
F	Project Manager/Director/ lead implementer with diverse industry experience of implementing ERP Solutions). Must be a qualified person holding relevant degree in the field of IT or a Chartered Accountant or an MBA. Experience shall be relevant with Organizations providing IT/ERP//software solutions. 20 years or more = 10 marks 15 upto 19 years = 7.5 marks 10 upto 14 years =5 marks 05 upto 09 years = 2.5 marks Less than 05 years = 0 marks	10	
G	No. of qualified experienced IT/Software professionals staff (05) 02 Marks for each professional having relevant degree with 03 or more years of relevant experience with reputed organizations.	10	
Total		100	

*** C. Work Plan Approach/Methodology include:**

1. **Project Plan:** The project timelines, resources and expertise deployed for the project. This RFP should be used to provide the following:
 - a) Project plan

- b) Resource loading
- 2. **Training Methodology:** The Training methodology in line with requirements mentioned in “*TORs & Deliverables*” of this RFP clause 3.
- 3. **Support Methodology:** The Post Implementation Support methodology in line with requirements mentioned in “*TORs & Deliverables*” of this RFP.
- 4. **Additional Information or Materials:** Use this section to include any additional information or materials that are relevant to KPOGCL but not specifically requested in another section of this RFP.

10. FINANCIAL EVALUATION CRITERIA (FEC)

Financial Evaluation Criteria/ (FEC)

The prices should be inclusive of all applicable Government taxes and only in Pak Rupees (PKR). Bidders are required to submit their financial bids as per following format. Quoted prices must include all software and necessary services to make the system specified fully operational for the intent, function and purpose.

Sr.	Description	Amount (all-inclusive in PKR)
1.	ERP System- Core ERP Implementation Fee as per RFP requirements.	
2.	ERP System- HRM System Implementation Fee as per RFP requirements.	
3.	ERP System- Data Center Fee as per RFP	
4.	Post Implementation Annual Support Fee for ERP Solution. (Impact for 03 years of quoted annual support fee will be considered for bid evaluation purpose)	
5	Other costs (if any)	
GRAND TOTAL WITH TAXES		

The Quoted prices must be inclusive of out of pocket expenses and all kind of taxes, duties, charges/levies applicable in Pakistan. Responsibility to include all and current taxes is that of the bidders. Any changes in taxes or government levies during the contract period shall be applicable as per law.

Payment Schedule:

1. ERP Solution Implementation Charges: Payment charges can be made based on agreed upon milestones
2. ERP Solution Implementation Services Charges: The payment of ERP Solution Implementation & Support Services shall be made as per the following schedule:
 - 2.1. Project Preparation Phase – 15% payment will be released on submission of Project Plan
 - 2.2. Business Blueprint Document / System Design Phase – 25% payment will be released on System Design document submission
 - 2.3. User Training & Acceptance Testing – 35% payment will be released on completion
 - 2.4. Cut over and making the ERP Solution “Usage Ready” / Go Live – 15% payment will be released on completion
 - 2.5. Complete deployment – 10% payment will be released on completion of “User Adoption Support”
3. Post Implementation Offsite Support Services Charges: The payment shall be made monthly in arrears.
4. Other Additional Service Charges (i.e., Post Implementation Onsite Support Services/Change Requests / Customizations / Reports): The payment shall be made on completion of the services.

Note:

1. In the event the product or service is provided at no additional cost, the item should be noted as “no charge” or words to that effect.
2. KPOGCL is seeking a comprehensive turnkey proposal covering Software Implementation, Configuration and Training of ERP Solution. All prices quoted must include all software and necessary services to make the system specified fully operational for the intent, function and purpose stated herein.
3. All charges/costs required to complete this project and any associated and recurring costs, such as support shall be included in the proposal. Any price component which is not mentioned explicitly in the price schedule by the bidder shall be deemed to be included in the quoted price and the successful bidder shall be required to complete the project/all components in the quoted price.
4. No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include, as applicable, verification/coordination of order, software installation, testing, training and Vendor travel charges.
5. All the pages of the financial bid must be sequentially numbered, stamped and signed by the representative authorized at clause 6 of the Form of Bid.
6. The bidder is required to bear the cost of personal laptops/desktops/IT equipment etc. required by each project team member of the bidder for completing their tasks related to the project, during the entire period of the contract.
7. Expenses for all/senior executives of the bidder to attend the review meetings or meeting of the steering committee should be borne by the bidder.
8. All telephone/mobile communication costs between the project team at the project sites and the bidder’s other offices will be borne by the bidder.

9. The bidder is expected to price fully in the commercial proposal for all the services being provided by it to KPOGCL. Any assumptions about possible future recovery of the underpriced items shall be at the risk of the bidder.
10. The bidder should provide all prices, quantities as per the prescribed formats. The bidder should not leave any field blank. In case the field is not applicable, bidder must indicate “0” (zero) in all such fields.
11. It is mandatory to provide breakup of all taxes, duties and levies wherever applicable and/or payable.
12. If, during the Contract Period, there is any change in the applicable Laws in Pakistan with respect to taxes and duties quoted in the commercial proposal which increases or decreases the cost incurred by the Bidder in performing the Services, then such payments, otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly. Such increase or decrease in the contract shall be valid on the sales tax invoice submitted on or after the date of such changes brought into force only.
13. KPOGCL reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated. Prices quoted in the bid must be firm and final and shall not be subject to any change.
14. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately as Breakdown of Cost Components.
15. Correction of errors
 - i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be performed before submission, failing which the figures for such items may not be considered.
 - ii. Arithmetic errors in proposals will be corrected as follows:
 - a. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the financial proposal, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the overall proposal price shall govern.
 - i. All fees / rates quoted are inclusive of all Government applicable taxes.
 - ii. All the taxes will be deducted at the time of payment as per government applicable Laws/Rules. Requests for Currency fluctuation adjustments shall not be given.
 - iii. In case of WHT Exemption, provide exemption certificate or Government SRO, as the case may be.
 - iv. No hidden/administrative/services charges will accepted.

- v. In case of GST/KPST Exemption/percentage differentiation, Provide Certificate or Government SRO, as the case may be.
- vi. Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to KPOGCL, the Bank Guarantee/Performance Bond for an amount equivalent to 10% of contract value. Annexure-C
- vii. The Bank Guarantee/Performance bond shall remain valid and in full force and effect during validity of the contract.
- viii. The validity of Bank Guarantee/Performance Bond shall be extended by the Bidder if the completion of contract is delayed.
- ix. The cost incurred for establishing the Bank Guarantee/Performance Bond or any extension thereof shall be to the account of the Bidder.
- x. The Bank Guarantee/Performance Bond will be discharged after completion of the contract.
- xi. The lowest evaluated Financial Proposal (FL) will be given the maximum financial score of 100 %. The financial bids will be evaluated as follows for respective bidders.

$$FM = 100 \times FL / F$$

Where:

FM = Financial Marks

FL = Lowest financial bid

F = Cost of the proposal under consideration

11. SELECTION FOR AWARD

The selection for award shall be made to the bidder whose proposal is most advantageous to the KPOGCL, taking into consideration the Technical factors listed above and the total proposed price across all contract periods.

Final Evaluation Criteria:

$$TM \times 0.7 = TTM$$

$$FM \times 0.3 = TFM$$

$$GT = TTM + TFM$$

Where:

TM : Technical Marks

FM : Financial Marks

TTM : Total Technical Marks

TFM : Total Financial Marks

GT : Grand Total

The bidder scoring the highest Grand total will be offered the contract.

Firm will submit professionals list, related working experience and completed projects list/details.

12. GENERAL CONDITIONS

- a. All procedure, evaluations shall be according to KPPRA Act & Rules.
- b. The competing firms should be listed with Sales Tax and Income Tax Authorities.
- c. Technical and Financial proposals should be submitted at the following address following **KPPRA Rule 37(4)** by time/date, **11:00Am, 12 Sept, 2023, Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL), 3rd Floor, Ali Towers, Opposite Customs House, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.**
- d. Bids are liable to be rejected if they are not conforming to the terms, conditions and specifications stipulated in the BID Solicitation Documents.
- e. The Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL”. Both the envelopes should be then placed in one large envelope clearly marked “**KPOGCL/Re-Tender/568/2023 having subject “OPEN SOURCE ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION”** and dropped in a box kept at KPOGCL Head Office. Alternatively, Proposal may also be sent to CEO, KPOGCL by means of courier, Pak Registered Post, by hand etc. so that it reaches before the time/date as per Clause 17.
- f. KPOGCL does not take any responsibility for delayed arrival of the bid.
- g. The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE CONSULTANCY FIRM (ANNEXURE-A) of this Bidding Documents should be duly signed and attached with the Technical Proposal Forms.
- h. Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- i. The firm should be registered with **Khyber Pakhtunkhwa Revenue Authority (KPRA) following KPPRA Rule 37(A).**
- j. Bidders shall bear all costs associated with the preparation and submission of their proposals and contract signing. The KPOGCL is not bound to accept any proposal, and

reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders or giving any reason.

- k. From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the KPOGCL on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence KPOGCL in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- l. Technical Committee of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.
- m. KPOGCL will require a demonstration/presentation during technical evaluation.
- n. KPOGCL reserves the right to cancel or rejected all bids/ proposals at any time prior to its acceptance as per KPPRA Rule 47(1).
- o. All queries must be sent to:

HOD SCM,

Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)

3rd Floor, Ali Towers, Opposite Customs House,

University Road, Peshawar,

Khyber Pakhtunkhwa, Pakistan.

E-mail: tariq.scm@kpogcl.com.pk

Cell: +92 333-1518390

ceo@kpogcl.com.pk,

13. CONFLICT OF INTEREST

KPOGCL policy requires that Bidders provide professional, objective, and impartial advice and at all times hold KPOGCL's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of KPOGCL. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. A Bidder (including its Personnel and Sub-Bidders) that has a business or family relationship with a member of the KPOGCL staff who is directly or indirectly involved in any part of the preparation of this Tender document, the selection criteria and the Contract, may not be awarded the Contract for this assignment, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within KPOGCL.

14. FRAUD & CORRUPTION

It's KPOGCL's policy to require that Bidders, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, KPOGCL follows the instructions contained in Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules, 2014.

15. PROPOSAL VALIDITY

The proposals shall remain valid for **Ninety (90) Days** after the deadline for submission of Proposals. During this period, Bidder shall maintain the availability of Professional staff nominated in the Proposal. The KPOGCL will make its best effort to complete negotiations, if any within this period. If the need arise; however, the KPOGCL may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal. Bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. If the negotiations process is extended between service provider and KPOGCL till the expiry of the bid validity the Firm is bound to extend the validity to avoid wastage of time of both the parties.

16. ONLY ONE PROPOSAL

The Firm shall only submit single proposal. If a Firm submits or participates in more than one proposal, such proposals shall be disqualified.

17. PROPOSALS INSTRUCTIONS

All proposals must be sent to:

Mr. Nasir Khan

Acting Chief Executive Officer (A-CEO),

Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)

3rd Floor, Ali Tower, Opposite Custom House,

Main University Road Peshawar,

Khyber Pakhtunkhwa, Pakistan.

E-mail: ceo@kpogcl.com.pk

cc: tariq.scm@kpogcl.com.pk

Tel: +92 91-9216283, +92 91-9216029

Fax: +92 91 9216295

Following KPPRA Rule 37(4), Proposals are due at above address not later than **11:00 am**, on **12, Sept 2023** and opening shall be at **11:30 am**, on **12, Sept 2023**.

Pre-Bid Meetings: Pre-Bid Meeting will be held at on **11:00 am on 04, Sept 2023** at KPOGCL H.O. Peshawar.

Note- if Pre-Bid Meeting/ Tender Opening dates falls on public holidays then next working day will be considered.

18. LANGUAGE, PREPARATION OF PROPOSAL

- a. The Proposal and correspondence exchanged by the Bidder/Firm and the Client shall be written in English language.
- b. In preparing their Proposal, Bidder/Firm is expected to examine in detail the documents comprising the Bidding Documents. Material deficiencies in providing the information requested may result in rejection of a Proposal.

19. TIME FRAME FOR COMMENCEMENT AND COMPLETION

Commencement of Services: The Selected Firm within one week (07) calendars day from the date of Contract signing shall start the project for implementation of the Open Source Enterprise Resource Planning (ERP) Solution as mentioned in the TORs of this Bidding Documents.

20. CONFIDENTIALITY

1. Any data/assignment provided by the KPOGCL or which the Bidder/Firm or its employees have access to, or which they acquire directly or indirectly under this Tender or during the performance of this Tender, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Bidder/Firm or any one claiming through it without the prior written consent of the KPOGCL is strictly prohibited. All Confidential Information shall be the sole property of the KPOGCL. The Bidder/Firm hereby agrees not to disclose said data, information, and any interpretations thereof, or data/assignment derivative there from or any information relating to KPOGCL facilities, installations and operations etc. to unauthorized parties or person. The obligations under these provisions shall survive the termination or expiry of the Contract.
2. The Bidder/Firm further undertakes that it shall not, except with the prior written consent of the KPOGCL:
 - a. 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:

- i. The Contract or its terms and conditions,
 - ii. The nature or extent of Services carried out by the Firm,
 - iii. The method, materials, or equipment used and personnel employed, or
 - iv. Any other KPOGCL information in the possession of the Firm.
- b. Disclose or convey any of the matters or information referred to in (i) above to any employees of the Bidder/Firm not directly concerned with the Contract.

21. DISPUTE RESOLUTION

- a) Any and every dispute, difference or question which may arise between the parties out of this agreement or relating to means, operation of this agreement or the breach thereof shall be first settled by the parties by an attempt at amicably settling the dispute through mutual negotiations. In case the disputes, differences or questions cannot be settled amicably or satisfactorily by correspondence or by mutual discussion within 15 days after receipt by one party of the other party's request for amicable settlement, it shall be referred to a CFDR (Centre for Dispute Resolution) or any other accredited/trained Mediator.
- b) In case the mediation fails the dispute shall be referred to Arbitration in accordance with the Arbitration Act 1940. Arbitration proceedings shall be held at Peshawar and arbitration award shall be final and binding on the parties.
- c) In case court proceedings are to be commenced over any issue/dispute arising out of or in relation with this contract, courts at Peshawar, Khyber Pakhtunkhwa have the exclusive jurisdiction.

22. CLARIFICATION OF ITEMS CONTAINED IN THIS BIDDING DOCUMENTS DOCUMENT

The Proposal as well as all related correspondence exchanged by the Bidders and the KPOGCL shall be written in English.

Clarifications may be requested not later than 05 days before the submission date.

At any time before the submission of Proposals, the KPOGCL may amend the BIDDING DOCUMENTS by issuing an addendum/corrigendum in writing or by standard print media. The addendum shall be sent to all Firms and will be binding on them. Firms shall acknowledge receipt of all amendments. KPOGCL may allow Firms reasonable time in which to take the

amendments into account in their Proposals. However, depending upon the nature of amendments, KPOGCL may or may not, extend the deadline for the submission of Proposal.

23. RESPONSIBILITIES OF FIRM

The complete study is the sole responsibility of the firm, which includes gathering and obtaining information, data and analytical tools needed for successful and timely completion. The Government of Khyber Pakhtunkhwa through the KPOGCL shall interact with the firm. Chief Executive Officer (CEO), KPOGCL shall be the focal person. He may nominate other person(s) on need basis by providing all contact information to the firm focal person as per the contract. The Firm should give the declaration as per (**Annexure–A**) by the person responsible and authorized by the firm in this behalf on Firm’s Letter head.

24. NO OBLIGATION

This Bidding Documents does not obligate the KPOGCL to award a contract or complete the process, and the Department reserves the right to cancel the solicitation if it is considered to be in its best interest. The KPOGCL further reserves right to reject one or all proposals before opening of bids, extend any deadlines or require for additional information without assigning any reason whatsoever.

25. DISCLAIMER BY KPOGCL

This Disclaimer is pertinent to this Document for potential stakeholders.

The information forecast analysis, assumptions and opinions contained herein have been compiled or arrived at solely based on information obtained from publically available information. Such information has not been independently verified and no guarantee, representation or warranty, expressed or implied is made as to its accuracy, completeness or correctness. Nothing contained in this Document is, or shall be relied upon as, a promise or representation by KPOGCL. All such information is subject to change without notice and such changes could be due to unforeseen circumstances. This Document is for information purposes only and does not purport to be a complete description of the subject matter referenced to herein.

Any estimate, projection, opinion, forecast, analysis and valuation contained in this Information & Document involves significant elements of subjective judgment and analysis, which may or may not be correct. No representation is made that any estimate, projection or forecast will be achieved. The actual future events may vary significantly from the estimates, projections,

forecasts or valuation and each estimate, projection, forecast or valuation is based on a number of assumptions and is subject to matters which are outside the control of KPOGCL.

Accordingly, KPOGCL shall not be liable for any loss or damage whatsoever arising as a result of any person acting or refraining from acting in reliance on any information, forecast analysis and opinion contained herein.

The recipients of this Information & Documents are expected to carry out their own independent evaluations on the transaction contemplated herein taking into consideration macro-economic variables and other relevant conditions. Further, the recipients of this Information & Document are advised to obtain independent tax, legal, accounting & alike opinions prior to making any decision.

ANNEXURE- A

Declaration by an authorized signatory of the Bidder/firm

I (Name)_____

(Designation)_____

(Firm's Name)_____

1. I am an authorized signatory of the Bidding Firm, mentioned in the Technical and Financial proposal and above, I attest that I am competent to sign this declaration and execute this Tender document;
2. I have carefully read and understood all the terms and conditions of the Tender document and undertake to abide to them;
3. The information/documents furnished along with the Technical & Financial Proposals are true and authentic to the best of my knowledge and belief. I/we am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.
4. I/we understand that Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) may require further information and we will duly provide that information in the time stipulated by KPOGCL, and that any non-supply of such information would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full name:_____

Date: _____

Seal:_____

NOTE: Please attach the above DECLARATION BY AN AUTHORIZED SIGNATORY OF THE FIRM to the Technical Proposal of this Tender document on firm Letter Head.

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: **Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)**
3rd Floor, Ali Towers, Opposite Customs House, University Road,
Peshawar, Khyber Pakhtunkhwa, Pakistan.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Implementation of Open Source Enterprise Resource Planning (ERP) Solution** in accordance with your Bidding Documents dated: _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: _____

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials] '. _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

NOTE: Please attach the above DECLARATION BY AN AUTHORIZED SIGNATORY OF THE FIRM to the Technical Proposal of this Tender document on firm Letter Head.

ANNEXURE- B

Bid Bond

KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL)

3rd Floor, Ali Tower, Opposite Custom House, Main University Road,
Peshawar, Pakistan.

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

Dear Sir,

In consideration of M/s.....

herein after called "THE BIDDER" having submitted the accompanying Bid with reference to Tender number: KPOGCL/Re-Tender/568/2023 and in consideration of value received from (the Bidder above), we hereby agree to undertake as follows:-

To make unconditional, immediate and forthwith payment of the sum ofupon 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 90 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:

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

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

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.

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.

This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.

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

Yours faithfully,

(BANKERS)

NOTE: Please attach the above BID BOND to the Financial Proposal of this Tender document and on Stamp Paper to the Technical Bid..

PERFORMANCE BOND/BANK GUARANTEE

KP Oil & Gas Company Limited,
KPOGCL House, Ali Tower,
University Road, Peshawar.

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

Dear Sir,

Ref: Our Bank Guarantee No. _____ in the sum of
_____ on Account of _____ Amount of
Contract/Job _____ In consideration of
you having entered into contract No _____ Dated _____ with
_____ called Contractor and in consideration of value received from
CONTRACTOR, we hereby agree and undertake as follows:

1. To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract value in Pak Rupees following KPPRA Rule 20,21) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation 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 and absolute judge.
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a 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. To keep this Guarantee in full force and effect from the date hereof until..... from the date of contract execution / mobilization Notice.
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.

5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-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.

Authorized Sign for Issuing Bank

Seal of the Bank