



INVITATION FOR PRE-QUALIFICATION
OF FIRMS/ SERVICE PROVIDERS FOR
ORACLE ERP-(EBS) OEM SUPPORT, DEVELOPMENT AND
INTEGRATION RELATED SOLUTIONS AND SERVICES
THROUGH
OPEN FRAMEWORK AGREEMENTS

National Electric Power Regulatory Authority
NEPRA Tower, Attaturk Avenue (East)
G-5/1, Islamabad
Phone No: 051-2013200 Fax: 051-9210215
www.nepra.org.pk



National Electric Power Regulatory Authority
NEPRA

Tender No. 7/2024

INVITATION FOR PRE-QUALIFICATION
OF FIRMS/ SERVICE PROVIDERS FOR
ORACLE ERP-(EBS) SUPPORT SERVICES AND SOLUTIONS THROUGH
OPEN FRAMEWORK AGREEMENTS

National Electric Power Regulatory Authority (NEPRA), a statutory body constituted under Act of Parliament (XL of 1997) to regulate the provisions of electric power sector. NEPRA invites applications from Oracle OEM Authorized firms/service providers for Support, Development and Integration related solutions through Open Framework Agreement(s) and are:

- 1) Registered with Income Tax /Sales Tax Departments
- 2) In active taxpayers' list of the FBR
- 3) Having minimum three (03) years relevant experience
- 4) Oracle Authorized firms/service providers
- 5) Min. Four (04) Nos. of Oracle ERP – (EBS) Professionals
- 6) Min. Four (04) Nos. of Certified Oracle ERP – (EBS) Professionals
- 7) Not blacklisted in the public/private sector in Pakistan or abroad.

2. Bids, prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PADs on or before **18th July, 2024 @ 1400 hours**. Technical proposals will be opened on the same day at **1430 hours**. This advertisement and necessary tender documents are also available on NEPRA & PPRA websites at www.nepra.org.pk/tenders and www.ppra.org.pk respectively and may be downloaded free of cost.

Director General (Administration/HR)
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SECTION - I

Schedule to Tender

Sr. No	Activity Description	Schedule
1.	Tender No.	<u>7/2024</u>
2.	Sale of Pre-Qualification Document (PQD)	From June 24, 2024 to July 18, 2024 Pre-Qualification document can be collected from the office of Assistant Director (Admin), NEPRA or downloaded from PPRA / NEPRA websites free of cost.
3.	Time & Last Date of Depositing EOI	July 18, 2024 upto 1400 hrs
4.	Time & Date of Opening of Tender Bid	July 18, 2024 at 1430 hrs
5.	Services to be Offered	Oracle ERP- (EBS) related Support, Services & Solutions
6.	Period of Contract	03 years from the date of award of contract.
7.	Amount of Bid Security to be deposited	Rs. 50,000/-; in the form of Pay Order/ Demand Draft/Call Deposit in favor of NEPRA
8.	Amount of Performance Security	5% of the total work awarded

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1. INTRODUCTION:

National Electric Power Regulatory Authority (NEPRA), has been established as an independent Regulatory Authority under section 3 of Generation, Transmission and Distribution of Electric Power, Act 1997 for regulating the provision of electric power sector in Pakistan.

This Pre-Qualification Document (PQD) enlists the criteria for Oracle Authorized firms/service providers interested in engaging with NEPRA through Open Framework Agreement(s).

2. OBJECTIVE:

NEPRA desires to acquire services of Oracle Authorized firms/service providers for Support, Development and Integration services for its Oracle – ERP (EBS). Selected vendor shall provide support services for all acquired modules.

Section – II

3. EXISTING ENVIRONMENT & SCOPE OF WORK:

Existing Environment:

ERP (EBS) system is hosted at NEPRA HQ Server Room in Islamabad.

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

Oracle Financial Module: -

- Oracle General Ledger
- Oracle Payables
- Oracle Receivables
- Oracle Cash Management
- Oracle Assets
- Oracle Payroll
- Oracle HRMS

Scope of Work: -

Scope includes but not limited to the below listed General Scope, all the related Support Services Scope for implemented module on As-Is basis.

Support Services Scope as and when required basis: -

- a) Provide implementation-level certified resource to offer timely resolution of issues that may affect the Oracle application or the environment on which the applications run.
- b) Provide Technical and Functional support for various modules like Accounts Payables, Accounts Receivables, General Ledger, Cash Management, Payroll, Fixed Assets, Human Resources etc. and further implement modules if required
- c) Enhance old reports and design new reports for Oracle E-Business Suite R12 modules.
- d) Development and maintenance of reports, as required by the business.
- e) Implement any further Oracle E-Business Suite instances as per requirements
- f) Any bugs, errors, issues related to the system that result in the non-availability of system features or hampers usage of the systems are covered under these support services, and will be fixed
- g) Technical Support for all applications

 

- h) Troubleshoot existing custom programs
- i) Monitoring the health of the environment and applications usability.
- j) Database and Application health-check
- k) Provide key and end users with functional and technical assistance and guidance to optimize the solution's use and adoption
- l) Install patches and updates and upgrades for application/database and database tuning/performance monitoring
- m) Analyze, Plan, and Execute Oracle release upgrade as and when required
- n) Performance of periodic impact analysis and testing for products release and maintenance activities.
- o) Provide refresher and induction training to users on the use of the various products.
- p) Troubleshoot and monitor system & network problems: end-user utilization, server Traffic, usage and performance, network security access and space usage and follow up for resolution.
- q) Prepare and maintain documentation of processes, procedures and troubleshooting guides.

General Scope: -

- On-Site team will work during Office Hours at NEPRA premises at Islamabad
- Vendor will also arrange and ensure the presence of Support Person(s) on weekend and public holidays, as and when required.
- Vendor shall provide services as per the below Service Level Matrix is as under:

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

Classification of Severity Levels: -

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

Critical (S-1):

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

High (S-2):

- a) A user is unable to use an Oracle applications production system or system critical feature as and the issue affects a significant number of users.

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

Low (S-3):

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

Information Request Only (S-4):

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

4. ELIGIBLE BIDDERS:

Only those companies and firms who have valid Income Tax & Sales Tax registration certificates can participate.

Section – III

5. MANDATORY & TECHNICAL REQUIREMENTS:

Sub-Section – I

Mandatory Requirements

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

Sr. No.	Parameter	YES	NO
1.	Active Tax Payer + Sales tax registration		
2.	Min. Three (03) Years of Incorporation Time		
3.	Prior Oracle ERP implementation and support experience/service providers		
4.	Company Profile & Documentation		
5.	Experience of Implementation in Min. (02) Two Public Sector Organizations		
6.	Financial Soundness (Average Annual Turnover of Min. PKR 20 Million)		
7.	Minimum Four (04) Nos. of Oracle ERP – (EBS) Professionals		
8.	Minimum Four (04) Nos. of Certified Oracle ERP – (EBS) Professionals		

Note: Evidences of aforesaid parameters must be provided.




Sub-Section – II

Technical Requirements

Total marks are 100 out of which Min. 50% marks in each category are mandatory and overall 70% marks are required (i.e. **70 marks out of 100**), otherwise the bid will be disqualified

S. No.	Requirements	Marks	Documents/ Description
01.	Number of Years in business	Max: 20 Marks	Relevant Registration Certificate
		3 to 5 Years = 10	
		5 to 8 Years = 15	
		8 + Years = 20	
02.	Oracle ERP Implementation/Services in Min. (02) Two Public Sector Organizations	Max: 20 Marks	PO/Contract or Project's/Services Cycle and Customer Reference
		2 to 4 Projects = 10	
		4 to 6 Projects = 15	
		6 + Projects = 20	
03.	Number of Oracle ERP – (EBS) Support Human Resource (Min. 4)	Max: 20 Marks	CVs of the Resources
		4 Support = 10	
		4-6 Support = 15	
		6 + Support = 20	
04.	Number of Certified Oracle ERP – (EBS) Professionals (Min.4)	Max: 20 Marks	CVs of the Resources along with Certificate Copies
		4 Certified Professionals = 10	
		4 to 6 Certified Professionals = 15	
		6 + Certified Professionals = 20	
05.	Proof of Financial Soundness (Average Annual Turnover of Min. PKR 20 Million)	Max: 20 Marks	Evidence must be provided
		PKR 20 Million = 10 Marks	
		PKR 20 to 40 Million = 15	
		PKR 40 Million & Above = 20	

6. INSTRUCTIONS TO SUBMIT THE PROPOSAL (PQD)

The bidders are directed to complete the following forms and submit with signature and seal on every page:

Sr. No.	Forms	Page#	Flags
1	UNDERTAKING	09	F/A
2	BASIC INFORMATION OF APPLICANT	11	F/B
3	AFFIDAVIT FOR NON-BLACKLISTING OF FIRM	12	F/C
4	CONFLICT OF INTEREST	13	F/D

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7. GENERAL TERMS AND CONDITIONS

1. Bid Security amounting to Rs. 50,000/- (refundable) in the form of Pay Order/ Call Deposit in favor of NEPRA must be attached with the submitted bid(s). No bid will be accepted without the bid security.
2. Successful bidder(s) will submit 5% of the total amount, as Performance Security Deposit (refundable) along with the work agreement, which will be released only upon successful completion of the work awarded.
3. Oracle related services and solutions through Open Framework Agreement shall be made by the successful bidder(s) at NEPRA Tower without any extra/additional charges with the issuance of call off order /work order.
4. Firm/ Service Provider should be registered with relevant Registrar of firms. Company/firm should appear Active Taxpayer list (ATL) of income and sales tax issued by FBR. The bidder(s) must attach substantial evidence with the bid regarding their registrations, experience and an affidavit that the firm has not been blacklisted by any Government/Semi Government organization.
5. Firm/ service provider should not outsource Oracle related services to any local/foreign 3rd party.
6. Foreign companies having their local representation Branch office in Pakistan can also apply, subject to registration with FBR or relevant registrar of firms in Pakistan.
7. Firm/ service provider should not be a blacklisted firm/company in Public/Private sector within Pakistan or abroad, due to any factor including but not limited to unsatisfactory performance, breach of general/specific instructions or NDA, corrupt practices and/or any fraudulent activity.
8. Firm should have documented policies and procedures.
9. While assessing the firm/service provider, NEPRA may review several key areas of discipline including but not limited to profiles of certified individuals/resources, policies, Information sharing policy and procedure, Tools and reporting methodology.
10. List of approved Firms/ Service Providers will be published on NEPRA website and will be updated on regular basis.
11. Upon being listed under firms/service providers approved list, NEPRA reserves the right to conduct a full assessment at any given point of time, which may require re-submission of all relevant documents submitted at the time of pre-qualification or any other additional document which may be required for additional scrutiny.
12. In case of violation of any clause in the NDA, the approved firm/ service provider, is mandated to provide information including necessary details to NEPRA. In that case, NEPRA reserves the right to remove its name from pre-qualified firm/ service provider list and initiate legal proceedings wherever necessary.
13. NEPRA reserves the right to revise Firm/ Service Provider Pre-Qualification Criteria at any given point of time on need basis. Approved Firms/ Service Providers shall be apprised prior to revision of this criteria.
14. NEPRA shall evaluate the Prequalification Proposals in a manner prescribed in advance and may reject any Proposal which doesn't conform to the specified requirements.
15. For each call off order, NEPRA shall call up quotations in sealed envelope as annexed (F/B) to this document from the pre-qualified firms/ service providers on its panel and award the work to the firm/service provider who quoted the lowest rates; however, if two or more pre-qualified firms/ service providers quote same rates for either of the job assignments, **the bidder/firm/service provider who may provide the required services in the shortest possible time, will be given preference.**
16. After the pre-qualification, the shortlisted firms/ service providers will have to sign the agreements within 7 days after intimation by NEPRA; otherwise, will be debarred from the right of placement on

NEPRA's panel.

17. Payment to the selected firms/service providers will be made by NEPRA within two weeks on production of the following subject to deduction of all taxes as per government law:
 - (a) Bill(s) in original
 - (b) Delivery Challan(s)
 - (c) NEPRA Purchase Order(s)
 - (d) Work Completion Certificate
18. The bidder himself will be responsible for ensuring that the EOI submitted is in accordance with the instructions stated herein. Any EOIs not submitted within the prescribed deadline will not be considered / entertained.
19. The bidder cannot modify or withdraw his bid after submission.
20. NEPRA reserves the right to forfeit the performance security deposit in case of breach of any clause of the contract by the contractor.
21. Sealed PQD along-with required documents must be delivered to this office by 18th July, 2024 @ 1400 hrs and will be opened the same day @ 1430 hrs in the presence of available participants.
22. NEPRA may on need basis pre-qualify new firms/service providers during continuity of framework agreements in terms of Regulation 16(A)(5) of PPRA Rules, with previously pre-qualified firms/service providers.
23. NEPRA reserves the right to accept or reject all bids as per PPRA rules.
24. Bidders are also required to submit the details on the prescribed proforma attached herewith the tender documents for correspondence. Moreover, the bidders are also required to provide complete profile, details if required.

Name of the Bidder: _____

UNDERTAKING:

That the information submitted in the Pre-Qualification Documents is true; whereby, found false or deceptive, NEPRA reserves the right to disqualify the bidder from existing and all of the future biddings as per PPRA Rules.

Seal and Signature of the bidder with date:

BASIC INFORMATION OF APPLICANT

Prospective Applicant

- (a) Name: _____
- (b) Address of the corporate headquarters and its branch office (s), Pakistan: _____
- (c) Branches/Sub-offices/Subsidiaries Overseas (if any): _____
- (d) Date of incorporation and / or commencement of business: _____
- (e) Type (corporation, partnership, etc): _____
- (f) Telephone No: _____
- (g) Cell No: _____
- (h) Fax: _____
- (i) Email: _____
- (j) NTN Registration No. _____ and STN _____
- (k) Registration with professional body: _____

Details of individual (s) who will serve as the point of contact / Communication for the Bidder's company:

- (a) Name: _____
- (b) Designation: _____
- (c) Address: _____
- (d) Telephone No. _____
- (e) Cell No. _____
- (f) E-mail address: _____
- (g) Fax No. _____

Signature & Seal of Authorized
Representative

Affidavit for Non-Blacklisting of Firm
[PRINT ON STAMP PAPER]

Non-judicial stamp paper (with a value of Rs. 100)

Date: _____

AFFIDAVIT

It is hereby solemnly confirmed and declared that M/s _____, is
declaring on oath that the Applicant:

- is not in *bankruptcy* or liquidation proceedings;
- has *never* been declared *ineligible/blacklisted* by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- is not making any *misrepresentations* or concealing any material fact and detail;
- has not been convicted of, fraud, *corruption*, collusion or money laundering;
- is not aware of any conflict of interest or potential *conflict of interest* arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- does not fall within any of the circumstances for *ineligibility* or disqualifications

(Stamp of Company)
(Signatures of Authorized Rep)

Company Name

Attestation by Oath Commissioner and/or Notary Public

CONFLICT OF INTEREST**Undertaking**

I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

- i. No NEPRA official or employee has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- ii. No NEPRA official's or employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- iii. No retired or separated NEPRA official or employee, who has been retired or separated from the organization for less than two (2) years has an ownership interest in vendor's company.
- iv. No NEPRA official or employee is contemporaneously employed or prospectively to be employed with the vendor.
- v. Vendor hereby declares it has not and will not provide gifts or hospitality of any rupee value or any other tokens to any NEPRA official or employee to obtain or maintain a contract.
- vi. Please note any exceptions below:
 - a. Vendor Name: _____
 - b. Vendor Phone No: _____
 - c. Conflict of Interest Disclosure:
 - i. Name and designation of NEPRA Official, employee or immediate family members with whom there may be a potential conflict of interest: _____
 - ii. Relationship to official: _____
 - iii. Interest in vendor's company: _____
 - iv. Any Other Information: _____

4. I certify that the information provided is true and correct by my signature below:

Name & Signature of Vendor: _____

Date: _____

CNIC /NTN No: _____

Witness Information:

1. Name: _____

2. CNIC No.: _____

3. Name: _____

4. CNIC No.: _____

CALL OFF ORDER / CALL UP QUOTATIONS

To,
ABC, Resident Off,
Islamabad/Rawalpindi.
Tel:

Subject: **CALL OFF QUOTATION FOR ORACLE SERVICES/SOLUTIONS**

In pursuance of Pre-Qualification Document No./2024 and the Open Framework Contract Agreement between NEPRA and your Company/Firm, the call off order is placed for providing the following Oracle services/solutions in terms of relevant provisions of the pre-qualification documents and contract agreement:

Sr. No.	Description	Unit Price without GST	GST	Total Price inclusive of Tax
1.	(As and when required)			
Total Price (PKR) without Tax:				
Total GST (PKR):				
Total Price Inclusive of Taxes (PKR):				

2. You are required to fill in the table above and submit rates within seven (07) days of issuance of this call off order at the office of Director General (Admin./HR), NEPRA Tower Attaturk Avenue (East), G-5/1, Islamabad in a sealed envelope.
3. Non-Disclosure Agreement NDA will be signed after award of the work

Director (Administration)

Submission:

I hereby take on to provide the above-mentioned services within__number of days after receipt of the work order from NEPRA.

Seal of Bidder
(Name of Bidder)
Date:_____

Contract Agreement

Provision of Oracle Services & Solutions at NEPRA Tower

THIS AGREEMENT for Provision of Oracle Services & Solutions at NEPRA Tower (Hereinafter called the "Agreement") is made on ___ day of ___ 2024.

Between

National Electric Power Regulatory Authority (NEPRA) (hereinafter referred to as the "Client", which expression shall, where the context so permits, be deemed to include its successor-in-interest and permitted assigns) of the one part;

And

M/s _____ (hereinafter referred to as the "Contractor") of the other part;
(The Client and Contractor shall, hereinafter collectively be referred to as the "parties" and individually as the "party")

Recitals

- i) Whereas, the Contractor has shown its intention to provide Oracle services and solutions at NEPRA Tower, Attaturk Avenue (East) G-5/1, Islamabad;
- ii) Whereas, the Client is desirous to hire the services of the Contractor and the Contractor has agreed to provide the same to the Client in consideration of the agreed payments to be made by the Client to the Contractor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Parties agree and covenant as follows:

Scope of Work

The contractor agrees for the provision of the Oracle services and solutions at the NEPRA Tower Islamabad.

As per Section – II "As & When Requires"

Section – IV

CURRENCY OF AGREEMENT

The Agreement shall come into force immediately upon signing by both parties and shall remain valid for three years.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNDER SET THEIR HANDS ON THE DAY AND THE YEAR FIRST WRITTEN ABOVE.

For and on behalf of the Client (NEPRA)

For and on behalf of Contractor M/s

(Tufail Ahmed)
Director (Administration)

()
CEO

1. WITNESS

Name: _____

CNIC No. _____

2. WITNESS

Name: _____

CNIC No. _____

16. Pre-qualification process.-

(1) The procuring agency engaging in pre-qualification shall announce, in the pre-qualification documents, all information required for pre-qualification including instructions for preparation and submission of the pre-qualification documents, evaluation criteria, list of documentary evidence required by suppliers or contractors to demonstrate their respective qualifications and any other information that the procuring agency deems necessary for pre-qualification.

(2) The procuring agency shall provide a set of pre-qualification documents to any supplier or contractor, on request and subject to payment of price, if any.

Explanation.- For the purposes of this sub-rule price means the cost of printing and providing the documents only.

(3) The procuring agency shall promptly notify each supplier or contractor submitting an application to pre-qualify whether or not it has been pre-qualified and shall make available to any person directly involved in the pre-qualification process, upon request, the names of all suppliers or contractors who have been pre-qualified. Only suppliers or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings.

(4) The procuring agency shall communicate to those suppliers or contractors who have not been pre-qualified the reasons for not pre-qualifying them.

***16A. Procurement of common use items, services and commodities through framework agreements.-**

(1) The Procuring Agency shall arrange the procurement through framework agreements of recurrent or common use items, services including maintenance services and those commodities, whose market prices fluctuate during the term of the agreement, for a maximum period of three years.

(2) The procuring agency shall prepare provisional annual estimates including description, specifications, statement of requirements and quantities, based on rational demand estimates.

(3) Based on such estimate, procuring agency shall initiate the prequalification proceedings for selection of suppliers and service providers.