Inter State Gas Systems (Pvt) Limited

Tender No. ISGS/Proc/TE-IT-02/26-27

INVITATION TO e-BID

RENEWAL OF ORACLE FINANCIAL APPLICATION SOFTWARE UPDATE LICENSE AND TECHNICAL SUPPORT AGREEMENT WITH ORACLE

Inter State Gas Systems (Pvt) Limited (ISGS) is a company working under the auspices of Ministry of Energy (Petroleum Division), Government of Pakistan. ISGS invites electronic bids from eligible IT firms/suppliers, registered with Income Tax and Sales Tax Department, for renewal of Oracle financial application software update license and technical support agreement with Oracle. Interested bidders can register themselves electronically on e-PADS through https://eprocure.gov.pk/#/supplier/registration.

2. e-bidding documents containing detailed requirements, terms and conditions are available for the registered bidders on e-PADS at www.eprocure.gov.pk and www.isgs.com.pk.

3. The electronic bids, prepared in accordance with the instructions provided in the bidding documents, must be submitted by using e-PADS on or before **1500 hrs.** on **20 August 2026**. Manual bids shall not be accepted. Electronic bids will be opened on the same day at 1530 hrs. on www.eprocure.gov.pk. In case the day of bid submission and opening falls on a public holiday, the next working day shall be considered as the deadline for the same.

4. Notification of the GRC constituted in terms of Rule-48 of Public Procurement Rules, 2004 is provided on the procuring agency's website (www.isgs.com.pk), on e-PADS at www.eprocure.gov.pk and www.ppra.org.pk.

Chairman Tender Committee
Tender for Renewal of Oracle Financial Application Software Update License and Technical Support Agreement with Oracle
Inter State Gas Systems (Private) Limited
8th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9217667-9
Email: isgs.procurement@isgs.com.pk

BIDDING DOCUMENTS

RENEWAL OF ORACLE FINANCIAL APPLICATION SOFTWARE UPDATE LICENSE AND TECHNICAL SUPPORT AGREEMENT WITH ORACLE

Tender No. ISGS/Proc/TE-IT-02/26-27

Bid Submission: 20 August 2026 by 1500 Hrs.

Bid Opening: 20 August 2026 at 1530 Hrs.

TABLE OF CONTENTS

INVITATION TO e-BID

Inter State Gas Systems (Pvt) Ltd. (ISGS) invites e-bids for renewal of Oracle financial application software update license and technical support agreement with Oracle. Detailed scope of supply & services is provided at **Annexure-I**.

2. ISGS invites electronic bids from eligible IT Firms/Suppliers for renewal of Oracle financial application software update license and technical support agreement with Oracle. The bidding shall be conducted in line with the Single stage one envelope procedure enshrined in the Public Procurement Rules 2004 and relevant laws.

3. All bids must be accompanied by a Bid Securing Declaration in the format provided in the bidding documents.

4. e-bids prepared in accordance with the instructions provided in the bidding documents must be submitted using e-PADS on or before **20 August 2026** at 1500 Hrs. Bids will be opened on the same day at 1530 Hrs. in public and in the presence of bidders' representatives who choose to attend the opening at the address given below. In case the day of bid submission and opening falls on a public holiday, the next working day shall be considered as deadline for the same.

Chairman Tender Committee,
Tender for Renewal of Oracle Financial Application Software Update License
and Technical Support Agreement with Oracle,
Inter State Gas Systems (Private) Limited,
8th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.

INSTRUCTIONS TO BIDDERS (ITB)

The objective of "Instructions to Bidders" is to provide bidders information to submit their electronic bids in response to this tender notice, according to the requirements defined in this bidding document and in the same order/sequence as set forth in this document. Bidders are required to follow the below requirements for their bids:

1) Bidders downloading the bidding documents from ISGS website (www.isgs.com.pk) shall send an acknowledgement to ISGS by email at "*isgs.procurement@isgs.com.pk*". The acknowledgement shall have full contact details of nominated contact person(s). Any communication/response to the clarifications shall be shared with the nominated contact person(s). ISGS assumes no liability for non-receipt of communication/clarifications for such bidders who do not share the required contact details.
2) Each bidder shall submit only one bid, submission of multiple bids by the same bidder shall result in the rejection of the bid and render the bidder disqualified.
3) The bidder shall comply with all applicable laws of Pakistan.
4) The bidders shall sign and submit a Bid Securing Declaration (BSD) as per format placed at **Annexure-II**. No bid shall be entertained without BSD. The bids shall remain valid up to 60 days after the date of bids opening (bid opening date).
5) Unsuccessful Bidders' bid security will be discharged or returned as promptly as possible, however in no case later than sixty (60) days after the expiration of the period of bid validity prescribed at ITB 4. ISGS shall make no claim to the amount of the bid security, and shall promptly return the bid security document, after whichever of the following that occurs earliest:
   a) the expiry of the bid security;
   b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the biding documents;
   c) the rejection by ISGS of all bids;
   d) the withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.
6) The bid bond may be forfeited (in case of BSD, the bidder may be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings) in the event of occurrence of any of the following:
   a) A Bidder withdraws its bid before the bid validity date;
   b) A Bidder fails to extend the validity period of the bid bond to match any extension of the bid validity date in accordance with the terms and conditions of this bidding document;
   c) A Bidder does not accept the correction of errors pursuant to ITB 23; and
   d) In the case of successful bidder, if the bidder fails to:
      i) furnish the required performance guarantee as per bidding documents requirement.

ii) sign the contract.

7) The bidders will submit their electronic bids through e-PADS. All the pages of the bids must be sequentially numbered. All the pages of the price schedule and Form of Bid must be stamped & signed by the representative authorized at clause 7 of the Form of Bid (**Annexure-VI**). All other pages of the bid must be stamped and initialed by the representative authorized at clause 7 of the Form of Bid.

8) ISGS may, at any time prior to the deadline for submission of the bids, on its own initiative or in response to a clarification requested by the bidder(s), amend the bidding documents, on any account, for any reason. All amendment(s) shall be part of the bidding documents and binding on the bidders. ISGS shall notify the amendment(s) in writing within a reasonable time prior to the bid submission date.

9) ISGS may, at its exclusive discretion, extend the deadline for the submission of the bids in which case all rights and obligations of ISGS and the bidders, previously subject to the deadline, shall thereafter be subject to the deadline as extended.

10) Within the original validity of the bids, ISGS may request the bidders to extend their bid validity for another period not exceeding the original bid validity period. The bidder who chooses not to extend his bid validity as may be required by ISGS; his bid will be deemed withdrawn, and his bid bond will be returned.

11) The language of the bids shall be English and/or Urdu. Any printed literature/documents/certificates etc. furnished by the bidders in another language shall be accompanied by an English or Urdu translation which shall govern for purposes of interpretation.

12) ISGS will respond by electronic mail to any request for clarifications. A consolidated matrix of all queries along with respective responses will be sent to all prospective bidders without disclosing the details of the bidders. An SMS/text message or phone call will not be regarded as a communication for the purpose of this bidding document and can't be referred to as such and shall not be deemed legally binding. ISGS foresees that while clarifying a query, a bidder's identity may need to be disclosed due to the nature of the query, the bidder, in such case, will have no objection to such disclosure by ISGS.

13) ISGS may, at its sole discretion, decide to hold a prospective bidders' pre-bid meeting. The venue, date and time of the pre-bid meeting will be notified by ISGS. Prospective bidders may attend the pre-bid meeting at their own cost.

14) ISGS reserves the right to amend, modify, supplement, or withdraw this bidding document or extend the deadline for submission of the bid at any time and to reject all the bids received and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part.

15) Bidders shall submit their bids as per the requirements mentioned in **Annexure-III.**

16) Duly completed, signed, and stamped **Annexure-IV: Price Schedule** shall be submitted as financial bid. Prices will be quoted in PKR, any other currency will be rejected. While submitting the bids, bidders shall be responsible to include all applicable duties / taxes / levies etc. (Federal and/or Provincial) and out of pocket expenses in their quoted rates.

Omission if any shall be the sole responsibility of the bidder. All taxes and duties shall be borne by the bidder as per applicable laws. ISGS will not be responsible for any erroneous calculation of taxes, or any differences arising out of tax incidence and computation and shall be fully borne by the successful bidder.

17) The successful bidder shall be responsible to comply with applicable laws of Pakistan and fulfilling all requirements thereof.

18) <u>The bids will be rejected if any shortcoming occurs in the following</u>:

a. Signed "Form of Bid", as per format given at **Annexure-VI**, with official stamp affixed on it is not provided;

b. Form of Bid is not submitted in original, on bidder's letterhead and with signatures, as required, and official stamp;

c. BSD is not submitted;

d. Bid submitted without having FBR registration and bidder not being appearing on Active Taxpayer List (ATL) of FBR;

e. Bid having not fully filled-in/quoted price schedules or quoted in currency other than Pak Rupees (PKR);

f. Bid is un-signed, partial, conditional, alternative, late;

g. Bidder(s) has been found blacklisted during evaluation stage or prior to the award of contract;

h. Each bidder shall submit only one bid, multiple bid submissions shall render the bidder disqualified; and

i. Bidder(s) engages in corrupt or fraudulent practices during the process.

19) The bid(s) will be evaluated as per the evaluation criteria provided at **Annexure-VII**. The bidders are required to fulfill all the mandatory requirements for technical qualification.

20) The contract will be awarded to the most advantageous bidder on the least cost basis**.** Draft Contract Agreement available at **Annexure-V**.

21) In the case of a tie between the qualified bidders for quoting least cost, then preference will be given to the bidder having the oldest membership/partnership with Oracle.

22) Negotiations may be undertaken with the most advantageous bid relating to the following areas:

a) a minor alteration to the technical details of the statement of requirements;

b) reduction of quantities for budgetary reasons;

c) a minor amendment to the terms of the contract;

d) finalizing payment arrangements;

e) delivery arrangements;

f) the methodology for provision of related services; or

g) clarifying details that were not apparent or could not be finalized at the time of Bidding;

23) Bids will be checked for any arithmetic errors. Errors will be corrected as follows:-

a) if there is a discrepancy between unit prices 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, unless in the opinion of ISGS there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail, and the total shall be corrected; and

c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

24) The bidders shall bear all costs/expenses associated with the preparation and submission of the bids and ISGS shall in no case be responsible/liable for those costs/expenses.

25) Any bid received by ISGS after the deadline for submission of bids shall be returned unopened to such bidder. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's sole responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail / courier (not applicable for this tender).

26) The bids shall be opened at the specified time and place in the presence of authorized representatives of the bidders who chose to attend.

27) During the examination, evaluation, and comparison of the bids, ISGS at its sole discretion may ask any bidder for clarifications of its bid. The request for clarification and the response shall be in writing/email. However, no change in the price or substance of the bid shall be sought, offered, or permitted after bid submission.

28) Bids submitted via email or fax shall not be entertained.

29) ISGS shall not accept:

a) any responsibility for any errors or omissions in any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the Bidder or its advisers during the Bidding process and responses to requests for information/clarification and questions raised by a Bidder; or

b) any liability for any loss or damage suffered or incurred by the Bidder or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.

30) The Bidder agrees that:

a) it will conduct its own investigation and analysis regarding any information, statements or representations contained in the information and will rely on its own enquiries and seek appropriate professional advice;

b) it does not rely on any representation or warranty (express or implied) as to the accuracy, completeness, currency or reliability of the information.

31) The decision of ISGS shall be final and ISGS will not be liable for any loss or damage to any party acting in reliance thereon.

32) ISGS reserves the right to forfeit the Bid Bond and/or blacklist any Bidder who breaches any terms and conditions of this bidding document.

33) The prospective bidder may request clarification through e-PADS on any aspect of this bidding documents not later than three (03) days prior to the deadline for the submission of Bids. The request for clarification may also be sent in writing to:

Chairman Tender Committee,
Tender for renewal of Oracle financial application software update license and technical support agreement with Oracle,
Inter State Gas Systems (Private) Limited.
e-mail: isgs.procurement@isgs.com.pk

ANNEXURE-I: SCOPE OF SUPPLY & SERVICES

ISGS intends to renew the Oracle Financial Application Software Update License & Technical Support Agreement with Oracle effective Aug 2026-27 (CSI Number: 18711486). A copy of the previous support will be provided to the interested bidders on demand.

The successful bidder shall provide/renew the license and agreement within seven (07) days of signing the contract.

ANNEXURE-II: BID SECURING DECLARATION

[The bidder shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*
Bid No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of not more than six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn or modified our bid during the period of bid validity specified in the Form of Bid;

(b) Disagreement to arithmetical correction made to the bid price; or

(c) having been notified of the acceptance of our bid by the procuring agency during the period of bid validity, (i) failure to sign the contract if required by procuring agency to do so or (ii) fail or refuse to furnish the performance security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight (28) days after the expiration of our bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert **complete name of person signing the Bid Securing Declaration**]*

Duly authorized to sign the Bid for and on behalf of: *[insert **complete name of bidder**]*

Dated on ____________ day of __________________, _______ *[insert **date of signing**]*
Corporate Seal (where appropriate)

ANNEXURE-III: MANDATORY REQUIREMENTS

ISGS may visit the office(s) of the Bidders during the evaluation to verify the information provided in the bid.

Bidders shall use the following matrix as an index to their bid. The bids shall be evaluated in accordance with the documents provided as detailed below:

S/N	Attributes	Reference Page in Bid
1.	Complete company profile including name, registered office addresses, telephone, fax and e-mail address and web address (if any), complete contact details of the contact person, details of branch offices.	
2.	NTN/GST registration certificates/details.	
3.	Oracle Partner/ Distributer Certificate.	
4.	BSD as per requirements of the Bidding Documents.	
5.	Form of Bid as per the format given in **Annexure-VI**.	
6.	Duly filled in and signed & stamped **Annexure-IV**: Price Schedule.	

Note:

All pages of the bid must be sequentially numbered, stamped, and signed/initialed by the representative authorized at clause 7 of the Form of Bid.

ANNEXURE-IV: PRICE SCHEDULE

Sr.	Description	Period	Total Price (Tax Inclusive) (PKR)
1.	Renewal of Oracle Financial Application Software Update License and Technical Support Agreement with Oracle Effective August 2026-27 (CSI Number: 18711486)	Annual	
Total Amount (tax inclusive) in Words: ……………………………………………..			

Note:

- *All pages of the price schedule must be signed & stamped by the representative authorised at clause 7 of the Form of Bid.*

ANNEXURE-V: DRAFT CONTRACT AGREEMENT

RENEWAL OF ORACLE FINANCIAL APPLICATION SOFTWARE UPDATE LICENSE AND TECHNICAL SUPPORT AGREEMENT WITH ORACLE

BETWEEN

INTER STATE GAS SYSTEMS (PRIVATE) LIMITED

AND

[______________________________]

________________ 2026

[On judicial paper of Rs. 100/- or above]

This Contract is made as of the _______of **[month], 2026**

By and Between

Inter State Gas Systems Private Limited, a company incorporated under the laws of Pakistan, having its registered office at 8th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad (hereinafter referred to as "ISGS"), which expression shall where context so permits include its successors-in-interests and assigns of the one part;

And

[Full name of Successful Bidder], a [ ] incorporated under the laws of Pakistan having its registered office at [___________] (hereinafter referred to as "Contractor") which expression shall where the context so permits include its successors-in- interest and assigns of the other part;

RECITALS

WHEREAS

(A) ISGS intends to procure services for renewal of Oracle financial application software update license and technical support agreement with Oracle.

(B) The Contractor has qualified through competitive bidding and has agreed to successfully provide the required Services in accordance with the terms and conditions described herein.

(C) The Contractor represents and warrants to ISGS that it has the required professional skills, personnel and technical resources to provide required services on the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of mutual covenants set forth in this Contract, the Parties agree as follows:

1. **Definitions**

   (a) **"Contract"** means this Contract and includes all Schedules attached thereto or incorporated therein by reference;

   (b) **"Effective Date"** shall mean the date on which the Parties have signed this Contract;

   (c) **"Services"** means all services/supplies as agreed between ISGS and the Contractor and as defined in Clause 2;

(d) **"Party"** means a party to this Contract and the term **"Parties"** shall be construed accordingly;

1.1 Interpretation

For the purposes of interpretation and construction of this Contract:

(a) Words importing one gender include the others;

(b) Words importing the singular or plural number include the plural and singular number respectively;

(c) References to clauses and annexures are references to Clauses and Annexures in this Contract; and

(d) Headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Contract.

2. Scope of Supply and Services

The Contractor shall provide Services for renewing the Oracle financial application software update license & technical support agreement with Oracle effective August 2026-27 (CSI Number: 18711486).

The Contractor shall provide/renew the license and agreement within seven (07) days of the Effective Date.

3. Contract Term

The duration of the Contract shall be two months unless terminated earlier as per the provisions of this Contract.

4. Confidentiality of Contract Documents and Information

The Contractor or its employees shall keep the information confidential for a period of not less than three (03) years. The Contractor or its employees shall not, without ISGS's prior written consent, make use of the Contract, or any provision thereof, or any document(s), or information furnished by or on behalf of ISGS or any information coming into knowledge of the Contractor or its employees for purposes other than for performing services under the Contract. Disclosure of any information related to ISGS to any of Contractor's employees shall be on need to know basis and to the bare minimum extent.

5. Contract Language

The Contract and all documents relating thereto, sent, delivered, received or exchanged between the Parties shall be in English and/or Urdu language.

6. Warranty

The Contractor represents and warrants that it will perform services, obligations, duties and responsibilities with reasonable care and professional skills and complete the assignment of renewal of oracle professional services license in time. Further, it will be responsible for losses and damage caused due to negligence of the Contractor during the performance of

Services, obligations, duties and responsibilities and make them good and fault free solely at its own risk and cost and without any expenditure to ISGS.

7. Price and Payment

7.1 The total price of the Contract shall be [____________________ (amount in words:_________)] which are fixed till completion of all contractual obligations and are inclusive of all kinds of out-of-pocket expenses and taxes.

7.2 Hundred percent (100%) payment shall be made to the Contractor upon successful renewal/activation of licenses and issuance of G/SRN and receipt & acceptance of original error free invoices.

7.3 No payment shall be made to the Contractor in advance as mobilization advance or on any other account.

7.4 All payments shall be made via cross cheque in the PAK Rupees (PKR) in favor of the Contractor.

7.5 Taxes will be deducted at source as per applicable laws at the time of payment.

7.6 The payment shall be made to the Contractor only when it is on the Active Taxpayers' List (ATL) of FBR. If the Contractor is not in ATL at the time of processing of invoice, no payment shall be made until the Contractor appears in ATL of FBR.

7.7 If the progress of the work is not to the satisfaction of the management of ISGS, the management has the right to cancel the order, get the work done from third party selected in accordance with the Public Procurement Rules, 2004 and recover from the Contractor, the amount that ISGS has to pay in excess of the agreed amount under the Contract.

8. Contract Amendment

8.1 ISGS may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quantity of all the works in whole or in part.

8.2 The Contractor shall, within ten working days of receipt of the notice under sub-clause 8.1 submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change) to ISGS.

8.3 The Contractor shall not execute the change until and unless ISGS has authorized the said change through written change order served on the Contractor.

8.4 The change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply *mutatis mutandis* to the said change.

8.5 No variation in or modification in the Contract shall be made, except by written amendment signed by the Parties.

9. Assignment / Subcontract

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part.

10. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on ISGS, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, ISGS shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract or terminate the Contract at its sole discretion due to non-completion of the service within the agreed time.

11. Liquidated Damages

11.1 In case of delay or unsatisfactory performance from scheduled time of performance of obligations, the Contractor, on demand from ISGS, shall pay to ISGS at the rate of 0.2% of the Contract value for each day of delay not exceeding 10% of the Total Value of the Contract.

11.2 If the work is not executed up to the satisfaction of the management of ISGS and in accordance with the requirements, ISGS shall have the right to reject the service(s), terminate the Contract forthwith without incurring any liability whatsoever on any account. In addition to this, without limiting the right of ISGS, ISGS may charge damages not exceeding 10% of the Contract.

12. Blacklisting

12.1 If the Contractor fails or delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, ISGS may, at any time, without prejudice to any other right or remedy that it may have, blacklist the Contractor, either indefinitely or for a specified period for future tenders by ISGS.

12.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract, during procurement process or during the execution of the contract, ISGS may, at any time, without prejudice to any other right or remedy that it may have, blacklist the Contractor, either indefinitely or for a specified period, for future tenders by ISGS.

13. Termination for Default

13.1 If the Contractor fails or delays in performance of any of the obligations under the Contract or violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract ISGS may, at any time, without prejudice to any other right or remedy that it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as ISGS may allow in writing), after receipt of such notice.

13.2 If ISGS terminates the Contract for default, in whole or in part, ISGS may procure, upon such terms and conditions and in such manner as it deems appropriate, Equipment/ services / works, similar to those undelivered, and the Contractor shall be liable to ISGS for any excess costs for such similar Equipment/ services / works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

14. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, ISGS may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

15. Termination for Convenience

ISGS may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

16. Force Majeure

16.1 Force majeure shall mean any event, act or circumstances beyond the reasonable control of a Party that makes the performance of the Party under the Contract impossible. Force majeure shall include Act of God, natural calamities including flood, earthquake, war etc. not being an event, act or circumstance under the control of a Party. If by reasons of Force Majeure obligations under the Contract cannot be performed by the due date, then the date may be extended appropriately by ISGS at its sole discretion, keeping in view all the circumstances and requirements of ISGS.

16.2 The Contractor shall not be liable for liquidated damages, forfeiture of its performance security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

16.3 If a Force Majeure situation arises, the affected party shall, by written notice served on the other party, indicate such condition and the cause thereof. Unless otherwise decided by the Parties in writing, each Party shall continue to perform its duties under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17. Dispute Resolution

17.1 The Parties agree to amicably resolve any dispute, which may arise, under the Contract through good faith negotiations. In case of no resolution of the dispute by the authorized representatives, the matter shall be referred to the management of ISGS, which shall resolve the dispute, and its decision shall be final and binding. While the dispute is being resolved, the Parties shall not suspend the work and shall continue to perform their respective obligations under the Contract.

18. Statutes and Regulations

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

18.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all applicable laws, statutes, regulations and by-laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep ISGS indemnified against all losses and damages and liability of any kind for breach of any of the same.

19. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan. In case of any increase, decrease into existing taxes and duties etc. or imposition of any new tax shall be cost and benefit of the Contractor.

20. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and ISGS shall in no case be responsible / liable for those costs / expenses.

21. Notice

Any notice or request required or permitted to be given or made under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it has been delivered by hand or through registered mail, email or courier on the following address:

ISGS	***Contractor***
Mr. Hassan Raza Dy. Chief Manager (IT) Inter State Gas Systems (Pvt) Ltd. 8th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad. Phone: 92-51-9217 667 e-mail: Hassan.Raza@isgs.com.pk	[Name of Representative] [Designation] Land-line number: Cell number: e-mail address: Office Address:

22. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that Party to require such performance.

23. Order of Precedence

In case of any discrepancy between the main body of the Contract and Annexures incorporated therein by reference or otherwise, the main body of the Contract have preference and prevail over the Annexures.

24. Severability

In the event that any of these terms, conditions or provisions shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

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

For and on behalf of **ISGS**	For and on behalf of **Contractor**
____________________ [Name of authorized signatory] [Designation]	____________________ [Name of authorized signatory] [Designation]

ANNEXURE-VI: FORM OF BID

Chairman Tender Committee
Tender for renewal of Oracle financial application software update license and technical support agreement with Oracle,
Inter State Gas Systems (Private) Ltd. (ISGS),
Petroleum House, 8th Floor,
Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9217667-9

Sir

Reference your Tender No. ISGS/Proc/TE-IT-02/26-27 for renewal of Oracle financial application software update license and technical support agreement with Oracle.

1. We, hereby submit our complete proposal along with all the requirements as per the bidding documents.

2. We acknowledge that ISGS reserves the right to accept/reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.

3. If our bid is accepted and we are declared successful bidder, we at our own expense will provide, within the timelines as provided in the bidding documents or as communicated by ISGS, the performance guarantee as per the requirements of the bidding documents.

4. We agree to abide by this bidding document for a period of sixty (60) days from the bid opening date or any extension thereto granted, and it shall remain binding upon us and can be accepted at any time before the expiration of this period.

5. We hereby undertake and confirm that M/s [name of company] and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization of Pakistan and their cases regarding blacklisting are not under trial by any Court of Law.

6. We submit herewith our bid as one original in electronic format, including the requisite bid bond/BSD.

7. We do hereby appoint and authorize Mr./Ms. (full name and official address) who is presently employed with us and holding the position of [(designation)] in [name of the company] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject proposal including signing and submission of all documents and providing information/responses to ISGS in all matters including but not limited to clarifications etc., in connection with our proposal till the award of the contract. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.

8. The decision of ISGS shall be final and ISGS will not be liable for any loss or damage to any party acting in reliance thereon.

9. We have gone through the terms/conditions of this bidding document and have found the document in whole as non-biased to any particular company/contractor/vendor or product/ brand. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of this bidding document. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.

10. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid and our disqualification.

11. We declare that our bid is our only and final offer, and no unsolicited offer of any description shall be made for consideration of the ISGS.

12. We acknowledge that ISGS reserves the right to forfeit the Bid Bond and/or blacklist any Bidder who breaches any terms and conditions of this bidding document.

We remain,

Yours' sincerely

[Bidder's Official Stamp]

Authorized Signature:________________
Name and Title of Signatory: ________________
Name & Address of Firm: ________________
Cell No. of Signatory: ________________
e-mail address of Signatory: ________________
Mailing address of Signatory: ________________

<u>Acceptance by representative authorized at Clause 7 above:</u>

Signatures of Authorised Representative: ________________
Name and Title: ________________
Name & Address of Firm: ________________
Cell No.: ________________
e-mail address: ________________
Mailing address: ________________

____

ANNEXURE-VII: EVALUATION CRITERIA

The tender committee shall evaluate the bids based on responsiveness to the terms and conditions of the bidding documents and mandatory requirements provided herein.

Mandatory Requirements

Bidders are required to fulfil the mandatory requirements given below for technical qualification. Bids who do not fulfil the below requirements will be considered as disqualified.

Sr.	Attributes
1.	Complete company profile including name, registered office addresses, telephone, fax and e-mail address and web address (if any), complete contact details of the contact person, details of branch offices.
2.	Signed "Form of Bid", as per format given in **Annexure-VI**, with official stamp affixed on it.
3.	Form of Bid in original, on bidder's letterhead and with signatures, as required, and official stamp.
4.	BSD as per the format given at **Annexure-II.**
5.	FBR registration and bidder appearing on Active Taxpayer List of FBR;
6.	Oracle Partner/ Distributer Certificate.
7.	Duly filled in and signed & stamped **Annexure-IV**: Price Schedule.

A Contract will be awarded based on least cost basis to the most advantageous bidder who conforms with the terms and conditions of the bidding documents and fulfils all mandatory requirements mentioned above. The bidder shall submit a final quote inclusive of all kinds of taxes in the format provided at **Annexure-IV**.

NOTE:

a) *All payments to the contractor will be made in Pak Rupees (PKR) as per the mechanism mentioned in the draft Contract.*

b) *In case of a tie between the qualified bidders for quoting least cost, the bid of the bidder having oldest membership/partnership with the Oracle shall be considered.*