

Service Level Agreement (SLA) based support activities for the OPEC DMS and OPEC ODA

1. Introduction of OPEC

The Organization of the Petroleum Exporting Countries (OPEC) is a permanent intergovernmental organization composed of 13 oil-exporting countries. The OPEC Secretariat carries out the executive functions of the Organization, in accordance with the provisions of its Statute. The OPEC's Headquarters are located in Vienna, Austria.

The mission of OPEC is to coordinate and unify the petroleum policies of its Member Countries with the aim of ensuring the stabilization of oil markets, to secure an efficient, economic and regular supply of petroleum to consumers, a steady income to producers and a fair return on capital for those investing in the petroleum industry.

The Data Services Department (DSD) contributes to the studies and assessments produced by the Secretariat's Research Division by providing up-to-date and timely statistical data and reliable analysis, as well as the development of relevant software. Furthermore, it provides dependable references on oil and energy.

The Department's responsibilities also include provisioning reliable databases and software solutions to support the modelling capabilities of the Organization, and the production of one of its flagship yearly publications – the Annual Statistical Bulletin (ASB).

DSD consists of three sections: the Statistics Team, which provides data and analysis; the Development Team, which provides software, database/document management and intranet services; and the Information Centre Team, which provides research support, information collection and management services.

2. Questions and Inquiries

Questions and inquiries regarding this Request for Bid and any other attachments to this document shall be addressed to Dr. Mohamed Khalefa Sarrab, Development Team, Data Services Department not later than 10 March 2023.

Contact information:

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Project Overview

3. Project Scope and Requirements Overview

3.1 Project Scope

This document has been prepared to guide the service provider interested in working with OPEC in providing support for the operations of the OpenText Content Server (in further text DMS/ODA) infrastructure by following specific Service Level Agreements (to be agreed upon).

In detail, the service provider, in close collaboration with DSD and other involved departments and units, shall render support in case of incidents for DMS/ODA related activities run in the OPEC Secretariat. This might include providing ad-hoc support in case of malfunctioning of DMS/ODA related items (enumerated below) as well as e.g. application of security patches on a quarterly basis (unless different time schedule has been mutually agreed), and/or similar activities., for the following components of the infrastructure:

- OpenText Content Server (PROD and DEV environment)
- OpenText System Center
- OpenText Enterprise Connect

The bid should include the following information (wrt. offered SLA):

- Possible periods covered:
 - E.g. Working Days (e.g. Mo-Fr; Mo-Su)
 - Working hours (e.g. 8-18:00, 18-24:00, 0-24:00)
- Response times:
 - Based on the criticality maximum time to response (e.g. 1h, 3h, 6h):
 - Critical (system down)
 - Medium (issue to be resolved)
 - Regular (patch to be applied)
- Costs
 - If applicable – monthly fee for the combination of the periods covered and corresponding response time. If applicable included hours in the fee.
 - Hourly fee for consulting hours (regular day as defined in SLA packages, extra time – e.g. outside of the agreed time)
- Terms for consulting hours
 - If pre-paid hours are used for the services rendered, please define the expiry dates (if applicable)

Activities to be performed have to be approved to begin working on any issue related to the DMS/ODA infrastructure, including any of the tasks listed above. Working hours consumed on tasks with no prior authorization cannot be charged to the contract.

If for any of the described activities, a tentative maintenance periods is required, it has to be agreed on the exact date and timing. Those periods will be coordinated with the OPEC in

advance, in addition to identifying potential issues and downtime. Depending on its importance, part of the work can be prioritized and executed.

3.2 Extension and termination of services

The term of contract begins on the first day following the signature and runs initially for 36 months. In the absence of termination, and if agreed by the parties, the support contract is automatically extended for further 12 months.

The support contract can be terminated anytime by either party with a notice period of three months. Upon termination notice, the service provider and the OPEC must jointly coordinate the handover process of the files and documents related to the activities performed during the contract. At any case, service provider has to handover all above items no later than 2 weeks before the termination date.

The service provider must remove and delete all files and documents of any kinds related to the activities performed, if the services are terminated, with immediate effect after the completion of the handover process.

Instruction for Bidders

4. Submission of Bids

You are hereby requested to address your offer to the Secretary of the Contracts Committee in a sealed envelope, which shall be marked "Confidential". Any offer received after the expiration of the proposal submission deadline (30 days after the invitation letter has been sent) will not be accepted.

5. Equal Opportunities

OPEC will make every effort to ensure all Bidders/Vendors are treated fairly and equally throughout the entire invitation, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same information.

6. Bid Ownership

Once submitted, all Offers/Bids, including attachments, supplementary materials, addenda, etc. shall become the property of OPEC and will not be returned to the Bidder/Vendor.

7. Conflict of interest

OPEC aims to ensure that all Offers/Bids are given an objective and fair evaluation. The evaluation cannot be objective or fair if there is an actual, potential or perceived conflict of interest that would unfairly impact the evaluation and distort the results through bias. Therefore, it is required that you do not have a conflict of interest, professional, personal, or other interest that would conflict in any manner or degree in the final results of this process. Any Bidder/Vendor found to have a conflict of interest shall be disqualified.

No employee of OPEC, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof.

8. Non Collusion

The Bidder/Vendor shall guarantee that the Offer/Bid submitted is not a product of collusion with any other Bidder/Vendor and no effort has been made to fix the Offer/Bid price of any Bidder/Vendor or to fix any overhead, profit or cost estimate of any Offer/Bid price, in an effort to control who is selected in this process.

Selection Process

9. Evaluation Criteria

The evaluation criteria includes:

- **Technical Specifications and Professional Competence (TS/PC)** – where qualifications compliance with tender, track record/past performance will be evaluated.

It is expected that service provider delivers information about necessary knowledge and expertise to handle infrastructure maintenance, this might include: (1) relevant certifications, knowledge/expertise and short CV's of selected service provider employees that will carry out the activities, (2) experience in industry/similar uses cases with prominent examples, (3) any other relevant info.

- **Financial Specifications (FS)** - The Bidder/Vendor will submit a detailed explanation of the costs involved for the goods or services offered, and their final costs (excluding VAT)

Service provider shall provide detailed information about the hourly fees charged, both for business hours and outside of the business hours, as well as any other relevant cost information.

10. Declarations

The Bidder/Vendor shall sign the Declaration as per the text included at the end of this Annex.

11. Contract Award

When the review and selection process is concluded and all the necessary approvals acquired, the contract will be awarded to the selected Bidder/Vendor:

- Award will be by written contract with the selected Bidder/Vendor.
- OPEC reserves the right to cancel this Request for Bid.
- OPEC reserves the right to reject any or all Offers/Bids received. Furthermore, OPEC shall have the right to waive any informality or technicality in the Offers/Bids received, when it is in the best interest of the OPEC.

12. General Terms Applicable

- OPEC neither makes nor assumes any contractual obligation by issuing this Request for Bid, receiving and evaluating Bidder/Vendor's Offers/Bids or making preliminary selections.
- OPEC reserves the right to negotiate individually or simultaneously with several Bidders/Vendors and to terminate negotiations at any time without incurring any liability. OPEC reserves the right to reject any or all Bids. OPEC does not commit itself to select a Bidder/Vendor based solely on fee or any other criteria. All agreements, commitments and conditions are subject to approval, which is at the sole discretion of OPEC.
- OPEC reserves the right to amend this Request for Bid at any time prior to the selection of a Bidder/Vendor, as well as to cancel the selection process at any time prior to the signature of a contract.
- Current standards and/or requirements are not to be construed as future standards and/or requirements.
- By responding to this Request for Bid, the Bidder/Vendor acknowledges that all information revealed, obtained or developed in the course of and in connection with this Request for Bid shall be considered and treated as confidential and proprietary information of OPEC. The Bidder/Vendor acknowledges that OPEC may reveal information about its business operations and plans in the course of the Request for Bid process and the Bidder/Vendor must agree not to disclose any such confidential information that may be obtained in the course of preparation of the respective Bid.
- Pricing and terms provided to OPEC will not be disclosed to any other third party without the prior consent of the Bidder/Vendor.
- The Bidder/Vendor shall bear all costs associated with the preparation and submission of its Bid. Under no circumstances, OPEC will be held responsible or liable for these incurred costs, regardless of the outcome of the bidding process.
- As part of the evaluation process, OPEC may request a meeting and/or a call to address any clarification prior to final selection.

DECLARATION BY SUPPLIER/SERVICE PROVIDER

I, _____ the undersigned, and representative of (Vendor's name) (the "Vendor") submitting a Offer/Bid in respect of (Procurement Process), hereby declare and confirm that the Vendor:

- does not have any conflict of interest in connection to the Request for Bid process or the award of the contract. A conflict of interest may arise in particular as a result of economic interests, political affinities, family or any other relevant connection or shared interest with OPEC or any related party
- will inform OPEC, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;
- must immediately take action to rectify any situation that may generate conflicts of interest. In face of a lack of action, OPEC may do any of the following:
 - (a) require the Vendor to take further action within a specified deadline;
 - (b) decide not to award a specific contract to the Vendor.
- has not made, and will not make, any offer of any type whatsoever from which an advantage can be derived under the contract;
- all the funds it uses for the execution of the contract with OPEC have a licit origin.
- have not granted, sought, attempted to obtain or accepted and will not grant, seek, attempt to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- understands that OPEC reserves the right to verify this information and that it is aware of the consequences which may derive from any false declaration in respect of the information required by the OPEC as a condition of participation in the contract procedure.
- By signing this declaration, the Vendor accepts the obligations stemming thereof. In the case where the Vendor's name) does not respect any of the terms and conditions of the Request for Bid and/or the provisions of this declaration, OPEC may take all appropriate legal actions, and notify to the local authorities any situation that merits so.

Signed:

Authorized Representative: _____
(Signature over printed name) Position

Date signed: _____