

# PAKISTAN MINERALS PRIVATE LIMITED

Invitation to Bid

for

“Subscription Based Email and Collaboration Solution”

Tender No. PMPL/EM/02



Head of HR, Admin & CSR  
Pakistan Minerals Private Limited  
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**PAKISTAN MINERALS PRIVATE LIMITED**  
**BID FOR SUBSCRIPTION BASED EMAIL AND COLLABORATION SOLUTION**

**INVITATION TO BID**

1. Pakistan Minerals Private Limited (hereinafter referred to as ‘PMPL’ or the ‘Company’) is a key player in the Reko Diq Project, focused on the development of one of the world's largest copper-gold deposits. The Company, hereby invites bids for subscription-based email and collaboration solution at 5th floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
2. Single stage one envelope process will be adopted where the bidders are required to submit their bids in accordance with this Bid Document.
3. The bidders may download the tender document from the Company’s website i.e. <https://www.ghpl.com.pk/PMPLtenders>
4. Bids must reach on or before **February 12, 2024** (‘Closing Date’) at 03:00pm at PMPL office, Administration Department. Bids will be opened at 03:30pm on same day at PMPL’s office and bidders’ authorized representative(s) will be allowed to attend the bid opening.
5. Bidders are requested to go through “Bid Data Sheet” to acquaint themselves with the details on the bidding process including Company’s correspondence details, bid submission deadline, bid opening date, bid validity, deviations, technical and financial bid submission details. Bids to be submitted in accordance with the procedure as set out in the Bid Document.
6. The Bidder must be registered with FBR for the GST and Income tax, if applicable.
7. PMPL reserves the right to accept/reject any or all bids or to annul the bidding process in its entirety without assigning any reason and without assuming any liability as per Rule 33(1) of PPRA Rules.
8. The Bidder must provide the information of its postal address, telephone numbers, fax number, NTN number, sales tax registration number, email address and names of the key person(s) in their organization.
9. This letter is not to be construed in any way as an offer of contract. In case of award of contract, this bid may, however, form the basis for a contract between Bidder and PMPL.
10. Bidders are requested to acknowledge receipt of these BID DOCUMENTS by E-mail to [procurement@ghpl.com.pk](mailto:procurement@ghpl.com.pk) and confirm their intent to bid. This will allow PMPL to send technical clarifications if needed.

Sincerely,

**Head of HR, Admin & CSR**  
**Pakistan Minerals Private Limited**  
**Email: [procurement@ghpl.com.pk](mailto:procurement@ghpl.com.pk)**

## **SECTION 1: INSTRUCTIONS TO BIDDERS**

### **A. INTRODUCTION**

- 1) **General:** The Company invites sealed bids for subscription-based email and collaboration solution.
- 2) **Eligible Bidders:** Bidders should not be associated, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Company to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Bid Documents.
- 3) **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and PMPL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

### **B. BID DOCUMENTS**

- 4) **Examination of Bid Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bid Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the result of evaluation of its Bid.
- 5) **Clarification of Bid Documents:** A prospective Bidder requiring any clarification of the Bid Documents may notify the Company in writing through email. The response will be made in writing through email to any request for clarification of the Bid Documents that it receives earlier than one (01) week prior to the deadline for the submission of Bids.
- 6) **Amendments of Bid Documents:** Not later than one week prior to the deadline for Submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid Documents. All prospective Bidders that have acknowledged receipt of the Bid Documents will be notified in writing of any amendment(s). In order to afford prospective Bidders reasonable time in which to take the amendment(s) into account in preparing their offers, the Company may, at its discretion, extend the deadline for the Submission of Bids.
- 7) **Bidder Confirmation for Participation in Bidding Process:** Bidder will confirm participation in bidding process by sending confirmation email to Company on the email address [procurement@ghpl.com.pk](mailto:procurement@ghpl.com.pk) at least one week prior to the deadline for the submission of bids.

### **C. PREPARATION OF BIDS**

- 8) **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company shall be written in the English language.
- 9) **Documents Comprising the Bid:** The Bid must provide the following documents establishing Bidder's eligibility and qualification:

- **SECTION 2: Bid Data Sheet**
- **SECTION 3: Bid Submission Form**
- **SECTION 4: Technical Compliance Sheet**
- **SECTION 5: Financial Compliance Sheet**
- **Attachments required:**
  - **Annex – A (Organization Information)**
  - **Annex – B (Eligibility Response Check List)**
  - **Annex – C (Technical Evaluation Criteria Sheet)**
  - **Annex – D (Technical Specifications)**
  - **Annex – E (Form of Contract)**
  - **Annex – F (Integrity Pact)**

**10) Bid Currencies/Bid Prices:** All prices shall be quoted in USD. The bidder shall indicate on the appropriate Price Schedule the unit price (where applicable) and total Bid Price (inclusive & exclusive of all taxes) of the proposed services. It may, however, be clarified that all payments for the services shall be made in Pak Rupees (including of all applicable taxes) at exchange rate prevailing on the date of payment after verification of invoices

**11) Period of Validity of Bids:** Bids shall remain valid for 90 days after the date of bid submission described herein. In exceptional circumstances, PMPL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

#### **D. SUBMISSION OF BIDS**

- a. Bidders submit their bids by hand or post at the office located at Floor 5<sup>th</sup>, Petroleum House, Ataturk Avenue, G-5/2, Islamabad not later than 03:00pm PST sharp on February 12, 2024.
- b. For sake of clarity it may be noted that single stage one envelope procedure will be adopted. Each bid shall comprise one single envelope containing financial and technical proposal.
- c. Bids shall be properly sealed, signed on each page and prominently labeled "Subscription-Based Email and Collaboration Solution" and marked for the attention of the "**Head of HR, Admin & CSR**". Any Bid which does not fulfill the requirements mentioned in the Bid Documents will be considered as non-responsive and will be rejected.
- d. BIDDERS will not be permitted to withdraw or amend/revise their bids after submission to the PMPL.
- e. Technical Bid must be accompanied by a Bid Bond in form of a demand draft/pay order/bank guarantee equivalent to PKR 100,000/- drawn in favor of "*Pakistan Minerals Private Limited*" otherwise bid will be rejected. The Bid Bond of unsuccessful BIDDERS will be returned in thirty (30) days after bids opening date. The Bid Bond of successful BIDDER will be replaced by performance bond equivalent to 05% of the contract price at the time of signing of work order/contract. The successful bidder will require to sign the contract and submit the performance bond within ten (10) working days after intimation by PMPL to the successful bidder, failing which, the Company shall have the right to announce the second lowest bidder as the successful bidder. The bid bond will be forfeited in case the SUCCESSFUL BIDDER fails or delays to sign

the fully termed contract or fails to submit performance bond within stipulated time.

- f. PMPL may, at any time prior to the time specified for submission of bids, issue modification(s) in this Bid Document or any of its *annexes in the form of an addendum*, either in response to a clarification and/or amendment requested by BIDDERS or whenever the PMPL considers it appropriate to issue such clarification and/or amendment to BIDDERS. Clarifications and/or amendments shall be addressed to all BIDDERS who have confirmed to submit the bid.

## 12) Deadline for Submission of Bids/Late Bids:

- 12.1 Bids must be delivered to the Company's office on or before the Bid Closing Date and time specified in Bid Data Sheet Section-2
- 12.2 The Company may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 (Amendments of Bid Documents) of Instructions to Bidders, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3 Any Bid received by the Company after the Bid Closing Date will be rejected and returned unopened to the Bidder. It is the Bidder's responsibility to ensure that bids are received in the office of PMPL well within the specified time. Bids must be submitted by hand or by post.
- 12.4 Any bids sent by fax or by electronic means will not be entertained.

## E. OPENING AND EVALUATION OF BIDS

### 13) Opening of Bids:

- 13.1 The Company will open all Bids, at the time, on the date and at the place specified in Section-2 of this Bid Document, in the presence of Bidders' Representatives who choose to attend. The Bidders' Representatives who are present shall sign attendance sheet evidencing their attendance.
- 13.2 The Bidders' names, bid modifications (if any) or withdrawals, and the presence or absence of requisite bid bond and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening. Non-responsive bids shall only be rejected after bid opening with reasons to be recorded in written by the Company.

- 14) **Clarification of Bids:** To assist in the examination, evaluation and comparison of bids, PMPL may at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.

### 15) Evaluation of Bids:

- 15.1 Prior to the detailed evaluation, PMPL will determine the substantial responsiveness of each bid. A substantially responsive bid is one which conforms to all the terms and conditions (as provided in Annex-B). Any bidder failing to provide the documents as mentioned in Annex-B shall be technically disqualified from the bidding process.

- 15.2 PMPL will carry out detailed technical evaluation (As per Annex-C) of the bids so as to confirm that a bid is complete in all respect and whether it conforms to the requirements as set out in the Bid Documents and bidder is technically qualified.
- 15.3 Arithmetical errors may be rectified subject to the condition that it will not change the financial quotation of the Bids. It may be clarified that in case of any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail. If the Bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 15.4 **Technical Evaluation Criteria:** The Technical Proposal of eligible bidders will be evaluated using the required specification mentioned in Scope of Work. Technical qualification shall be decided on the basis of criteria as provided with this Bidding Document and enclosed as Annex-C. The bidders securing at least 65 marks shall be declare technically qualify.
- 15.5 **Financial Evaluation:** The financial bids of only the technically qualified bidders will be considered for financial evaluation. The work order will be awarded to the bidder whose bid found most advantageous i.e. technically qualified and financially lowest.

## F. AWARD OF CONTRACT

- 16) **Notification of Award:** Prior to the expiration of the period of bid validity and after fifteen days of the publishing of the bid results on PPRA website, the Company will issue the work order to successful bidder. The Bidder may only accept the work order and returning an acknowledgement copy of work order, by timely delivery of the goods in accordance with the terms of the work order/bid document, as herein specified. Acceptance of the work order shall govern the rights and obligations of the parties.
- 17) **Award Criteria:** The Company will issue a work order to the successful bidder. The Company reserves the right to accept or reject any bid, to annul the bid process and reject all Bids at any time prior to award of Contract/issuance of work order, without incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the Company's action.
- 18) **Signing of Work Order/Contract:** Within ten (10) working days of receipt of the work order the successful bidder shall sign, date and return it to the Company.
- 19) **Performance Security:** The successful bidder shall provide the performance bond equivalent to 05% of the work order/contract price at the time of receiving of the work order in the form of a demand draft/pay order in favour of "*Pakistan Minerals Private Limited*". The Performance Bond will be returned after three months of successful delivery of services under the work order/contract.
- 20) **Schedule of Payment:**
- i. All payments shall be made upon the successful completion of project deliverables as per scope of work (Annex-D). Bidder shall raise an invoice with respect to goods/services supplied to the Company. The invoice must include Services Delivery Note/Final Acceptance Note (post installation and testing)/Project Completion Certificate (issued by the Company), whichever is applicable.

- ii. The payment(s) shall be subject to a satisfactory report of completion of work from all concerned. PMPL will pay the invoices after completion of necessary approvals within 30 days after receipt of the invoice.
- iii. All payments shall be transferred directly to the bidders provided bank account in Pak Rupees (PKR).
- iv. No payment shall be made to the bidder in advance.
- v. The payment shall be made to the bidder only when it is on the Active Taxpayers List (ATL) of FBR. If the bidder is not in ATL at the time of processing of invoice, no payment shall be made until the bidder appears in ATL of FBR.
- vi. The relevant applicable tax laws shall be applied on invoices and payment. Taxes shall be deducted at source as per applicable laws at the time of payment.

**21) Confidentiality:** The bidder shall keep all the information pertaining to bidding process especially evaluation of bid, confidential.



### SECTION 2: BID DATA SHEET

The following specific data for the goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Deadline for Submission of Bids:	<b>03:00 PM on February 12, 2024 (Pakistan Standard Time)</b>	
Opening of Bids	<b>03:30 PM on February 12, 2024 (Pakistan Standard Time)</b>	
Bids to be received at:	<b>Pakistan Minerals Private Limited, 5<sup>th</sup> Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad</b>	<b>Attention: “Head of HR, Admin &amp; CSR” Sealed Bid No: <u>PMPL/EM/02 – Subscription-Based Email and Collaboration Solution</u> Deadline: On or before February 12, 2024 at 03:00pm (Pakistan Standard Time)</b>
Delivery:	7 <sup>th</sup> Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.	
Goods for use in (Country):	Pakistan.	
Bid Validity Period:	90 days.	
Language of the Bid:	English.	
Written communication must be directed to PMPL office:	Attention; <b>Head of HR, Admin &amp; CSR</b> PMPL, Islamabad E-Mail: <a href="mailto:procurement@ghpl.com.pk">procurement@ghpl.com.pk</a>	
Requests for additional information:	Must be received at least seven (07) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.	

**SECTION 3: BID SUBMISSION FORM**

**Must be duly completed by the Bidder and returned with the Bid**

**To:**

**Head of HR, Admin & CSR  
Pakistan Minerals Private Limited  
5<sup>th</sup> Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad  
+92-51-9211236-37, +92-51-92112 39-40**

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver services.

**We undertake, if our Bid is accepted, to deliver the goods/services in accordance with all requirements mentioned in this TOR will be fulfilled** and to deliver same to the designated point(s) within the delivery time.

We understand that you are not bound to accept any Bid you may receive.

Name of Bidder		
Address of Bidder		
Authorised Signature		Date:
Name of Representative		
Signature (Representative)		

**SECTION 4: TECHNICAL COMPLIANCE SHEET TO BE COMPLETED BY BIDDER**

<b>To be filled and attached with the Technical Bid in order to Qualify</b>		
<b>Sr. No.</b>	<b>Attributes</b>	<b>Status/Response of the Bidder</b>
<b>1</b>	<b>Principal/ Authorized Dealer/ Re-seller</b>	
<b>2</b>	<b>Office Detail / Outlets</b>	
<b>3</b>	<b>Major Cliental list</b>	
<b>4</b>	<b>Technical Assistance &amp; Support Details</b>	
<b>5</b>	<b>OEM Certifications</b>	
<b>6</b>	<b>Delivery Timelines in Terms of Weeks/Months</b>	

**Note:** The bidder must provide the supporting documents.

**Signature and Stamp of the Bidder:** \_\_\_\_\_

### SECTION 5: FINANCIAL COMPLIANCE SHEET

**Financial Compliance Sheet (FCS) to be completed by Bidders. Separate Financial Cost including all Taxes and allied charges must be provided.**

Sr.No.	Item Name	Quantity	Annual Price for 1 <sup>st</sup> Year USD	Annual Price for 2 <sup>nd</sup> Year USD	Annual Price for 3 <sup>rd</sup> Year USD	Total Annual Prices (inclusive of all applicable taxes) USD
01	O365 E3 Sub (Annual subscription)	25 Users				
02	Defender O365 P1 Sub (Annual subscription)	25 Users				
03	Installation, Configuration & Technical Support Services of Microsoft Partner	3 Years				
<b>Total Annual Prices (inclusive of all applicable taxes) USD</b>						

**Note:**

- i. Bidders have to mention unit rate. PMPL have rights to increase/decrease the quantity of licenses at the time of order placement;
- ii. All prices must be quoted in US Dollars;
- iii. The Contract shall come into force on the effective date and will remain effective for a period of three years which may be extended further by the mutual consent of the Parties.
- iv. Payment shall be made in Pak Rupees (including of all applicable taxes) at exchange rate prevailing on the date of payment after verification of invoices;
- v. Applicable taxes (Sales Tax, Levies, Duties etc.) shall be on account of buyer as per prevailing rates.

**Please confirm hereafter:**

Payment terms: \_\_\_\_\_

Offer Validity: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Name of authorised Representative: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature and Stamp:** \_\_\_\_\_

**ANNEX-A: ORGANIZATION INFORMATION**

<b>Organization Information</b>		
<b>Sr. #</b>	<b>Required Information</b>	<b>Response</b>
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
4	General /Sales Tax Number	
5	Status of Organization (whether company, partnership or otherwise)	
6	Name and designation of 'Head of Organization'	
7	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
8	Name and designation of 'Contact Person':	
	Phone/s:	
	Email:	
	Fax:	
	Mobile:	

**ANNEX-B: ELIGIBILITY RESPONSE CHECK LIST**

<b>Eligibility Response Checklist</b>			
<b>Sr. No.</b>	<b>Necessary Eligibility Information</b>	<b>Attach Documents Yes /No</b>	<b>Reference Page in Bid</b>
1	Technical Compliance as mentioned in Annex-D		
2	The company must provide previous supply record of Email services		
3	Provide last 02 years audited financial statement		
4	Last two years minimum average turnover of the Company must be 25M (Twenty-Five Million Pak Rupees).		
5	Technical expertise available for this support (complete list of technical manpower to be provided indicating position, qualification, certification and experience)		
6	List of support offices available throughout the country specifically in Islamabad		
7	List of clients where bidder has provided the same nature of services.		
8	Bidder must be providing services in Pakistan for at least 03 Years.		
9	Microsoft Licensing Solution Provider (LSP) Certificate		
10	Company Profile with brief about the firm with years of establishment.		
11	Affidavit on stamp paper, declaring that company is not blacklisted by any government agency/authority. (Original required)		
12	Proof of NTN/GST (if applicable)		

**Note: The bidder must provide the supporting documents.**

### ANNEX-C: TECHNICAL EVALUATION

Technical specification as provided in Annex-E should be fully complied in order to proceed further with the technical evaluation criteria. Relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded

Technical Evaluation Criteria				
Sr. No.	Descriptions	Points	Maximum Points	(Attachments)
<b>1</b>	<b>Compliance with Annex-D (Technical Specifications Sheet)</b>		<b>30</b>	Attach Complete BOQ of Proposed Hardware with specification sheets
	As per Specification (Annex-D)	<b>30</b>		
	Otherwise	<b>0</b>		
<b>2</b>	<b>Company existence</b>		<b>10</b>	Company Registration Certificate
	5 Years or More than 5 years	<b>10</b>		
	Less than 5 years	<b>05</b>		
<b>3</b>	<b>Existing Clientele</b>		<b>20</b>	Attach Valid PO/ Contract Details
	Above 5	<b>20</b>		
	1 to 5 (2 numbers for each)	<b>10</b>		
<b>4</b>	<b>Solution Existence in years</b>		<b>15</b>	Attach Valid Solution History or Versions Documents
	More than and Equal to 5 years	<b>15</b>		
	Otherwise	<b>0</b>		
<b>5</b>	<b>Support Offices</b>		<b>15</b>	Attached Valid Proof
	Islamabad	<b>15</b>		
	Any other city in Pakistan	<b>10</b>		
<b>6</b>	<b>Support Response Time</b>		<b>10</b>	Attached Valid Proof
	Support response time within 12 hours.	<b>10</b>		
	Support response time within 24 Hours	<b>05</b>		
	<b>Total Points Awarded</b>		<b>100</b>	
	<b>Passing Criteria</b>			<b>65 Marks</b>

**Mandatory Requirements:** Information submitted by the bidder without documentary evidences shall not be considered for award of points.

### ANNEX-D: TECHNICAL SPECIFICATIONS

1. The BOQ is as under:

Sr. No.	Item Description	UOM	Quantity (Nos.)
1	O365 E3 sub	User	25
2	Defender O365 P1 sub	User	25
3	Installation, Configuration & Technical Support Services of Microsoft Partner	Years	03

2. The successful bidder will be required to provide comprehensive Microsoft technical email support services for the following:

Sr.No.	Key Features	Standard
1	Email Users	25
2	Access to support knowledge base	24/7
3	Technical support via email	24/7
4	Technical support via phone	24/7
5	Technical support via remote session	24/7
6	Onsite support availability	24/7/365 – At PMPL HO Islamabad (in case of problem)
7	Latest Software Releases, software updates, critical fixes and patches.	-
8	Basic incident handling	Yes



**ANNEX-E: FORM OF CONTRACT**

CONTRACT FOR SUBSCRIPTION BASED EMAIL AND COLLABORATION SOLUTION

BETWEEN

PAKISTAN MINERALS PRIVATE LIMITED

AND

---

THIS CONTRACT is made the \_\_\_\_\_ (“Effective Date”) by and BETWEEN:

1. \_\_\_\_\_, a company registered under the laws of Pakistan and having its registered office at \_\_\_\_\_ (“Company”); which expression wherever the context so permits shall mean and include its successor-in-interest and permitted assignees of the one part; and
2. \_\_\_\_\_ a company registered under the laws of Pakistan and having its registered office at \_\_\_\_\_ (“Supplier”); which expression wherever the context so permits shall mean and include its successor-in-interest and permitted assignees of the one part.

“Party” means the Supplier, as the context so requires, and “Parties” shall include both PMPL and Supplier, unless the context otherwise so requires;

**Whereas**, the Company initiated the bidding process to secure the “Subscription Based Email and Collaboration Solution”;

**Whereas**, the Supplier, selected through bidding process, has agreed to provide the same to the Company.

**Now, therefore**, in consideration of mutual covenants and agreements the parties hereby agree as follows: NOW IT IS HEREBY AGREED as follows:

### 1. SOLUTION AND RELATED SERVICES

- A. Email and Collaboration Solution (“Solution”) are hereinafter deemed to include, without limitation, as per Annex-D.
- B. Supplier further agrees to supply under this Contract and shall also include services ancillary to the supply of the Solution including, without limitation, transportation and such other obligations as required under this Contract.

### 2. EFFECTIVE DATE AND PERIOD

The Contract shall come into force on the effective date and will remain effective for a period of three years which may be extended further by the mutual consent of the Parties.

### 3. CONTRACT PRICE

The Contract Prices as mentioned below are fixed for the term of this Contract. The applicable taxes will be charged prevailing at the time of invoice.

Sr.No.	Item Name	Quantity	Annual Price for 1 <sup>st</sup> Year USD	Annual Price for 2 <sup>nd</sup> Year USD	Annual Price for 3 <sup>rd</sup> Year USD	Total Annual Prices (inclusive of all applicable taxes) USD
01	O365 E3 Sub (Annual subscription)	25 Users				
02	Defender O365 P1 Sub (Annual subscription)	25 Users				

03	Installation, Configuration & Technical Support Services of Microsoft Partner	3 Years				
<b>Total Annual Prices (inclusive of all applicable taxes) USD</b>						

**Note:**

- i. Payment shall be made in Pak Rupees at exchange rate prevailing on the date of payment.
- ii. Applicable taxes (Sales Tax, Levies, Duties etc.) shall be on account of buyer as per prevailing rates.

**4. INVOICE AND PAYMENT**

- i. All payments shall be made upon the successful completion of project deliverables as per Annex-D. Bidder shall raise an invoice with respect to goods/services supplied to the Company. The invoice may include Services Delivery Note/Final Acceptance Note (post installation and testing)/Project Completion Certificate (issued by the Company), whichever is applicable.
- ii. The payment(s) shall be subject to a satisfactory report of completion of work from all concerned. PMPL will pay the invoices after completion of necessary approvals within 30 days after receipt of the invoice.
- iii. All payments shall be transferred directly to the bidders provided bank account in Pak Rupees (PKR).
- iv. No payment shall be made to the bidder in advance.
- v. The payment shall be made to the bidder only when it is on the Active Taxpayers List (ATL) of FBR. If the bidder is not in ATL at the time of processing of invoice, no payment shall be made until the bidder appears in ATL of FBR.
- vi. The relevant applicable tax laws shall be applied on invoices and payment. Taxes shall be deducted at source as per applicable laws at the time of payment.

**5. INSPECTION AND ACCEPTANCE:**

- i. The Solution shall be subject to inspection and testing by PMPL or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by PMPL.
- ii. If any inspection or test is made on the premises of the Supplier or its supplier with the consent of PMPL, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the Solution/services shall be made as soon as practicable after delivery, but failure to inspect and accept or reject Solution/ shall neither relieve the Supplier from responsibility for non-conforming Solution nor impose liabilities on PMPL therefrom. The Supplier shall provide and maintain an inspection, quality, and control system covering the Solution/Services which is acceptable to PMPL. Records of all inspection work by the Supplier shall be kept complete and made available to PMPL during the performance pursuant to this Order and for twenty-four (24) months thereafter or for such other period as may be specified in this Order. Copies of all material certifications and test results shall be submitted to PMPL upon request.

## **6. FITNESS OF SOLUTION INCLUDING PACKAGING**

- i. Supplier warrants that the Solution conform to the specifications and are fit for the purposes for which the Solution is specifically used, as well as for purposes, in locations and under circumstances made known to the Supplier by PMPL. Supplier warrants that the Solution is free from defects.
- ii. The Supplier also warrants that the Solution are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the Solution during delivery to their ultimate destination. Any deviation from agreed specification will not be agreed. Immediate replacement would be made if the products will not be found original and as per specification document.

## **7. WARRANTY**

The Supplier warrants and certifies that it will provide all the repair/maintenance and support services without expense to PMPL, any Solution or components which prove to be defective in Quality/Functionality within a period of 36 months from the date such Solution are delivered to and accepted at the final destination indicated in the Contract.

## **8. INDEMNIFICATION**

The Supplier shall indemnify, hold and save harmless and defend at its own expense PMPL, its personnel, agents, representatives, and its affiliates from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.

## **9. CHANGES**

- i. PMPL may at any time by written instruction make changes within the general scope of this Contract. Subject to PPRA Rules 2004, If any such change causes an increase or decrease in the quantity and price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall either be amended or terminated or reissued accordingly.
- ii. Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Supplier of the notification of change: providing, however, that PMPL may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of scope of contract. However, nothing in this Clause shall excuse the Supplier from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against PMPL unless it is in writing and signed by a duly authorized representative of PMPL.

## **10. TERMINATION**

- i. PMPL may terminate this Contract, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services

to a close in a prompt and orderly manner and shall not undertake any forward commitment from the date of receipt of notice of termination.

- ii. In the event of Termination for Convenience, no payment shall be due from PMPL to the Supplier except for Solution already delivered prior to termination and for the cost of such necessary work as PMPL may request the Supplier to complete.

## **11. REMEDIES FOR DEFAULT**

In case of failure by the Supplier to perform according to this Contract, including but not limited to failure to obtain necessary licenses or to make delivery of all of the Solution by the agreed delivery date, PMPL may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- i. Procure all or part of the Solution/Services from other sources, in which event PMPL may hold Supplier responsible for any excess costs occasioned thereby;
- ii. Refuse to accept delivery of all or part of the Solution/Services;
- iii. Terminate this Contract;
- iv. Require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule;
- v. Impose liquidated damages pursuant to para 12.

## **12. LIQUIDATED DAMAGES FOR DELAY**

If the Supplier fails to deliver any or all of the Goods/Services or perform any of the services within the time period specified in the Purchase Order, PMPL may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Purchase Order, deduct an amount of 1.25% per week for 8 weeks (with a cap of 10%). Thereafter PMPL shall have the right to terminate the Purchase Order & forfeit the Performance Security. Bidder will maintain a performance guarantee during the initial term of this agreement and will be refreshed annually till the termination of the Contract.

## **13. FORCE MAJEURE**

The Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of an event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force. Force Majeure shall not include Supplier's inability to procure materials, equipment etc. or to pay its suppliers, vendors or workers etc. or any other event involving Supplier's financial disability or inconvenience.

## **14. ASSIGNMENT AND INSOLVENCY**

- i. The Supplier shall not, except after obtaining the prior written approval of PMPL, assign, transfer, pledge or make other disposition of this Contract or any part hereof or any of the Supplier's rights or obligations under this Contract to any third party.

ii. Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, PMPL may, without prejudice to any other right or remedy, terminate this Contract by giving the Supplier written notice of such termination.

**15. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of PMPL.

**16. OBSERVANCE OF THE LAW**

The Supplier shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**17. DISPUTE RESOLUTION**

Any dispute arising out of this agreement shall, as far as possible, be settled through mutual resolution. However, in case a dispute is not resolved through amicable settlement the dispute will be resolved in accordance with the provisions contained in Arbitration Act 1940. The place of Arbitration will be Islamabad.

IN WITNESS WHEREOF the Contract has been executed for and on behalf of the Parties on the date first written above by their duly authorized representatives as evidenced below.

For and on behalf of **the Company**

For and on behalf of **the Supplier**

.....  
(Signature)

.....  
(Signature)

.....  
(Name in block capitals)

.....  
(Name in block capitals)

.....  
(Position in Company)

.....  
(Position in Company)

Witness 1: \_\_\_\_\_  
\_\_\_\_\_

Witness 1: \_\_\_\_\_  
\_\_\_\_\_

Witness 2: \_\_\_\_\_  
\_\_\_\_\_

Witness 2: \_\_\_\_\_  
\_\_\_\_\_

**ANNEX-E: INTEGRITY PACT**

Contract No: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

M/s \_\_\_\_\_ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Pakistan Minerals Private Limited (PMPL) or any of its officers and employees or any other entity owned or controlled by PMPL through any corrupt business practice.

Without limiting the generality of the foregoing, M/s \_\_\_\_\_ represents and warrants that it has fully declared the fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from PMPL, except that which has been expressly declared pursuant hereto.

M/s \_\_\_\_\_ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PMPL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s \_\_\_\_\_ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PMPL under any law, contract or other instrument, be voidable at the option of PMPL.

Notwithstanding any rights and remedies exercised by PMPL in this regard, M/s \_\_\_\_\_ agrees to indemnify PMPL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PMPL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s \_\_\_\_\_ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PMPL.

Name of Buyer: Pakistan Minerals Private Limited

Signature: \_\_\_\_\_

Name of Seller/Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_