



GOVERNMENT HOLDINGS (PRIVATE) LIMITED

Invitation to Bid

For

“Renewal of Subscription Based Email and Collaboration Solution”



ITB Document No: GHPL/IT/09/04-24

Bid Closing Date: April 29, 2024 at 03:00 PM

Bid Opening Date: April 29, 2024 at 03:30 PM



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GOVERNMENT HOLDINGS (PRIVATE) LIMITED
BID FOR RENEWAL OF SUBSCRIPTION BASED EMAIL AND COLLABORATION
SOLUTION

INVITATION TO BID

1. Government Holdings (Private) Limited (hereinafter referred to as 'GHPL' or the 'Company') hereby invites bids for renewal of subscription-based email and collaboration solution at GHPL Office 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. www.ghpl.com.pk and from EPADS i.e. <https://eprocure.gov.pk>.
4. The Bids shall be uploaded in PDF format on EPADS portal i.e. <https://eprocure.gov.pk> and a hard copy of the bids must reach on or before **April 29, 2024 ('Closing Date')** at 03:00 pm at GHPL's office, Administration Department. Bids will be opened at 03:30 pm on the same day at GHPL'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. GHPL reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids as per Public Procurement Regulatory Authority (PPRA) Rule-33.
8. The Bidder must provide the information of its postal address, telephone number, 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 GHPL.
10. Bidders are requested to acknowledge receipt of these BID DOCUMENTS by E-mail to procurement@ghpl.com.pk and confirm their intent to bid. This will allow GHPL to send technical clarifications if needed.

Sincerely,

Dy. General Manager (HR & Administration),
Government Holdings (Private) Limited,
E-mail: procurement@ghpl.com.pk



SECTION 1: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1) **General:** The Company invites sealed bids for renewal of subscription-based email and collaboration solution as per the requirements mentioned below:

Sr. No.	Description	Quantity (Nos.)
1	Microsoft 365 Business Basic Licenses (Renewal)	72
2	Microsoft 365 Business Premium Licenses (Renewal)	11
3	Microsoft 365 Business Basic Licenses (New)	10

- 2) **Eligible Bidders:** Bidders should not be associated, directly or indirectly, with a firm or any of its affiliates that 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 GHPL 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 to procurement@ghpl.com.pk. The response will be made in writing 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 a confirmation email to Company at the email address 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**
- **SECTION 6: General Terms and Conditions**
- **Attachments required:**
 - **Annex – A (Organization Information)**
 - **Annex – B (Eligibility Response Check List)**
 - **Annex – C (Technical Evaluation Criteria Sheet)**
 - **Annex – D (Scope of Work)**
 - **Annex – E (Form of Contract)**
 - **Annex – F (Integrity Pact)**

10) **Bid Currencies/Bid Prices:** All prices shall be quoted in Pak Rupees. 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 goods and services it proposes to supply under the contract. The bidder may quote in other currencies and for evaluation purposes the rate of exchange shall be the selling rate of State Bank of Pakistan, prevailing on the date of opening of financial bids. It may, however, be clarified that all payments for the goods and services shall be made in Pak Rupees (including all applicable taxes) at the exchange rate prevailing on the date of payment.

11) **Period of Validity of Bids:** Bids shall remain valid for 90 days after the date of bid submission described herein. In exceptional circumstances, GHPL 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 shall submit the PDF file of the technical & financial bid on EPADS and submit the hard copy of the bid by hand or post at the office of GHPL located at Floor 5th, Petroleum House, Ataturk Avenue, G-5/2, Islamabad not later than 03:00 pm PST sharp on April 29, 2024.
- b. For sake of clarity it may be noted that a single stage one envelope procedure will be adopted. Each bid shall comprise one single envelope containing a financial and technical proposal.
- c. Bids shall be properly sealed, signed on each page, and prominently labeled **“Renewal of Subscription Based Email and Collaboration Solution”** and marked for the attention of the “DGM (HR & Administration)”. Any Bid which does not fulfill the requirements mentioned in the Bid Documents will be considered non-responsive and will be rejected.
- d. BIDDERS will not be permitted to withdraw or amend/revise their bids after submission to the GHPL.
- e. Technical Bid must be accompanied by a Bid Bond in the form of a demand draft/pay order/bank



guarantee equivalent to PKR 100,000/- drawn in favor of “Government Holdings (Private) Limited” otherwise bid will be rejected. The Bid Bond of unsuccessful bidder(s) will be returned in thirty (30) days after bid opening date. The Bid Bond of successful bidder will be replaced by a performance bond equivalent to 10% of the contract price before signing of a contract. The successful bidder will be required to submit the performance bond within ten (10) working days after intimation by GHPL 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 the performance bond within the stipulated time.

- f. GHPL 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 bidder(s) or whenever the GHPL considers it appropriate to issue such clarification and/or amendment to bidder(s). Clarifications and/or amendments shall be addressed to all bidder(s) who have confirmed to submit the bid.

12) Deadline for Submission of Bids/Late Bids:

- 12.1 Bids must be uploaded on EPADS and a hard copy of the bid document shall reach 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 GHPL 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 an 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 writing by the Company.



14) Clarification of Bids: To assist in the examination, evaluation, and comparison of bids, GHPL 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, GHPL will determine the substantial responsiveness of each bid. A substantially responsive bid 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 GHPL will carry out a detailed technical evaluation (As per Annex-C) of the bids to confirm that a bid is complete in all respects 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 based on criteria as provided with this Bidding Document and enclosed as Annex-C. The bidders securing at least 65 marks shall be declared technically qualified.
- 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 is 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 sign a contract with successful bidder. By signing of a contract, the bidder is required to timely deliver the goods/services in accordance with the terms of the contract.
- 17) Award Criteria:** The Company will sign a contract with 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, without incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the Company's action.
- 18) Performance Security:** The successful bidder shall provide the performance bond equivalent to 10% of the contract price prior to signing of a contract in the form of a demand draft/pay order/bank guarantee in favor of "Government Holdings (Private) Limited". The Performance Bond will be returned after three months of successful delivery of goods/services under the contract.

19) 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 for goods/services supplied to the Company. The invoice must include Goods 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. GHPL 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 to invoices and payments. Taxes shall be deducted at source as per applicable laws at the time of payment.

20) Confidentiality: The bidder shall keep all the information about the bidding process especially evaluation of the 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:	03:00 PM on April 29, 2024 (Pakistan Standard Time)	
Opening of Bids	03:30 PM on April 29, 2024 (Pakistan Standard Time)	
Bids to be received at:	Government Holdings (Private) Limited (GHPL), 5th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad	Attention: “DGM (HR & Administration)” Sealed Bid No: <u>GHPL/IT/09/04-24 - Bid for Renewal of Subscription Based Email and Collaboration Solution</u> Deadline: On or before April 29, 2024 at 03:00 pm (Pakistan Standard Time)
Delivery:	7 th 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 GHPL office:	Attention; DGM (HR & Administration) GHPL Islamabad E-Mail: procurement@ghpl.com.pk	
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:

**DGM (HR & Administration)
Government Holdings (Private) Limited
5th 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 goods/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 delivered the 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

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

Note:

- i. Necessary supporting documents are required to be attached to the technical proposal/bid.
- ii. GHPL reserves its right to carry out a technical inspection at the Site, with prior notice, during the evaluation process and verify the infrastructure available at the offered site for evaluation purposes. GHPL, along with the consultants of the company may carry out such an inspection.

Signature and Stamp of the Bidder: _____



SECTION 5: FINANCIAL COMPLIANCE SHEET

Financial Compliance Sheet (FCS) to be completed by Bidders.

Sr. No	Item Name	Quantity (No.)	Unit Price (without Taxes) Rs.	Total Price (without Taxes) Rs.	Applicable Taxes Rs.	Total Prices (inclusive of all applicable taxes) Rs.
01	Microsoft 365 Business Basic Licenses (Renewal)	72				
02	Microsoft 365 Business Premium Licenses (Renewal)	11				
03	Microsoft 365 Business Basic Licenses (New)	10				
Total Prices (inclusive of all applicable taxes) Rs.						

Note:

- i. A contract will be placed with the successful bidder for a period of one year which may be extended further by the mutual consent of the Parties and payment will be made on annual basis on the same prices.
- ii. Bidder will ensure to provide the additional licenses as may be required during the contract period at the same price for that particular period.
- iii. Applicable taxes (Sales Tax, Levies, Duties, etc.) shall be an account for buyer as per the prevailing rates.
- iv. All prices may be quoted in PKR/US Dollars; however, the payment shall be made in Pak Rupees (including of all applicable taxes) at the exchange rate prevailing on the date of payment. For the purpose of comparison of bids quoted in different currencies, the price shall be converted into US Dollars and for evaluation purposes the rate of exchange shall be the selling rate, prevailing on the date of opening of financial bids.
- v. Bidders are required to complete the FCS and provide all the data as listed below:

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

Organization Information		
Sr. #	Required Information	Response
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

Eligibility Response Checklist			
Sr. No.	Necessary Eligibility Information	Attach the documents YES /NO	
1	Technical Compliance as mentioned in Scope of Work		
2	The company must provide previous supply record of Email and Collaboration solution (i.e. PO's)		
3	Authorized Dealer/Reseller of the proposed solution		
4	Evidence of company/firm/sole proprietorship/incorporation/membership registration (Evidence required)		
5	Affidavit on stamp paper, declaring that Company is not blacklisted by any government agency/authority. (Original required)		
6	Proof of NTN/GST (if applicable)		

Note: The bidder must provide the supporting documents.

**ANNEX-C: TECHNICAL EVALUATION**

Technical specification as provided in Annex-D 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

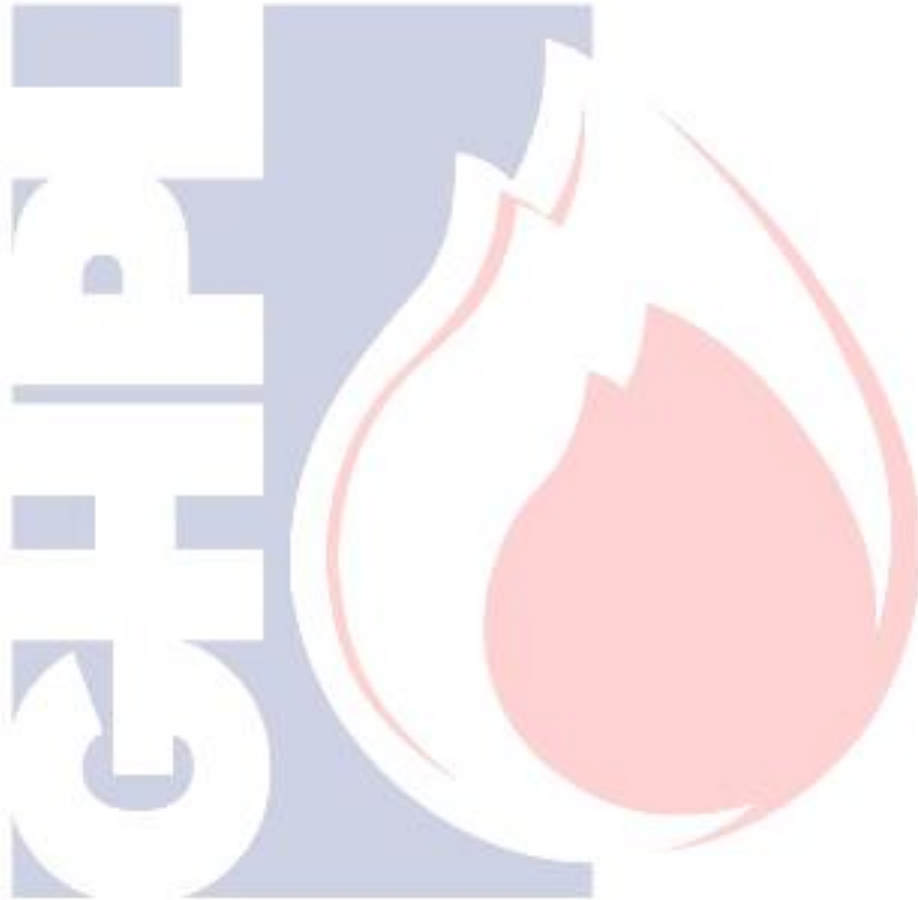
Technical Evaluation Criteria				
Sr. No.	Descriptions	Points	Maximum Points	(Attachments)
1	Compliance with Annex – D (Technical Specifications Sheet)		30	Attach Product literature, manual, specifications sheet etc.
	As per Specification (Annex- D)	30		
	Otherwise	0		
2	Company Existence		10	Company registration/incorporation certificates
	5 Years or More than 5 years	10		
	Less than 5 years	05		
3	Existing Clientele		20	Attach past PO/Contract Copies
	Above 10	20		
	1 to 10 (1 number for each)	10		
4	Solution Existence in Years		15	Attach Valid Solution History or Versions of Documents
	More than and Equal to 10 years	15		
	Otherwise	0		
5	Support Offices		15	Attach Valid Proof
	Islamabad	15		
	Any other city in Pakistan	10		
6	Support Response Time		10	Attach Singed/Stamped SLA
	Support response time within 04 hours	10		
	Support response time within 08 hours	05		
	Total Marks Awarded		100	
	Passing Criteria			65 Marks

Mandatory Requirements:



- Bidder who has been blacklisted by the Government / Semi-Government / Autonomous body shall be considered ineligible (affidavit confirming this to be provided with the proposal).
- Bidder who has not submitted affidavit that the information provided in their bid proposal is true shall be considered ineligible.
- Information submitted by the bidder without documentary evidences shall not be considered for award of points.

Notes: Minimum Passing Marks is 65%.



ANNEX-D: SCOPE OF WORK

- i. GHPL intends to renew its licenses for Microsoft 365 subscriptions for one year as per below technical specifications and quantity.

Sr. No.	Description	Quantity (Nos.)
1	Microsoft 365 Business Basic Licenses (Renewal)	72
2	Microsoft 365 Business Premium Licenses (Renewal)	11
3	Microsoft 365 Business Basic Licenses (New)	10

- ii. Serial no. 01 and 02 pertain to the renewal of existing licenses whereas an additional ten (10) licenses are required as per serial no. 3 to integrate in the same contract/existing tenant.
- iii. Tenant details will be shared upon the request of interested bidders.
- iv. Successful bidder will be required to ensure the delivery of services by 20th June, 2024.



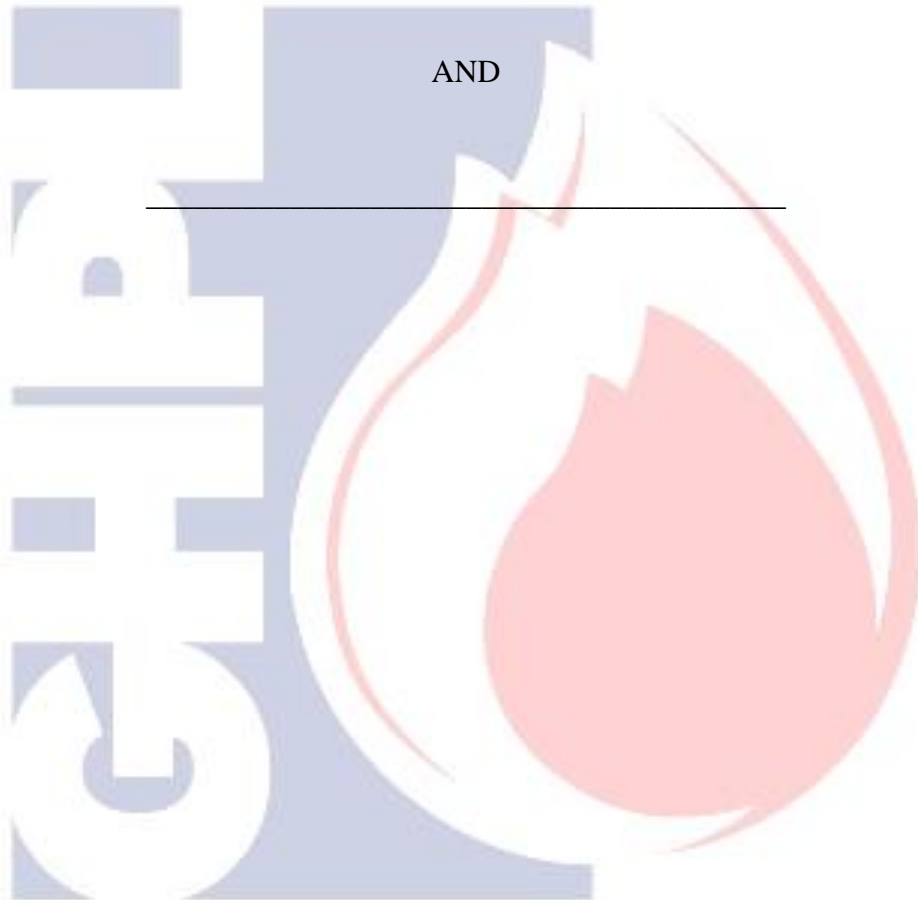
ANNEX-E: FORM OF CONTRACT

CONTRACT FOR RENEWAL OF SUBSCRIPTION BASED EMAIL AND COLLABRATION
SOLUTION

BETWEEN

GOVERNMENT HOLDINGS PRIVATE LIMITED

AND





This contract for provision of Services (hereinafter called the “**Contract**”) is made the _____ day of the month of _____, 2024, by and between

Government Holdings (Private) Limited (GHPL), a company established under the laws of Pakistan, having its registered office on Floor (5th & 7th), Petroleum House, Ataturk Avenue, G-5/2, Islamabad (hereinafter referred to as “**GHPL**”) which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assigns, of the one part;

and

M/s _____, a company established under the laws of Pakistan, having its registered office at _____ (hereinafter called “**Service Provider**”) which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assigns, on the other part.

Both GHPL and Service Provider may be collectively referred to hereinafter as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

1. GHPL carried out a competitive bidding process for renewal of subscription-based email and collaboration solution in accordance with the scope of work as fully described in Appendix–I to this Contract (“**Services**”).
2. Service Provider warranted and represented that it has requisite knowledge, expertise, relevant experience, and capability to provide Services in accordance with the terms and conditions of the bidding documents and qualified as a successful bidder.
3. Service Provider, being successful bidder, has agreed and warranted to GHPL that it shall provide the required Services to GHPL in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto enter into to this Contract on the following terms and conditions:

1. APPOINTMENT AND TERM

- 1.1 Service Provider is hereby appointed as the service provider to perform the Services in consideration of the price set forth in this Contract.
- 1.2 Service Provider undertakes and agrees that it shall provide the Services and carry out the Services under this Contract in accordance with the scope of work as fully described in Appendix–I with all due diligence, care, efficiency, and economy and to the acceptable standards.
- 1.3 This Contract shall become effective upon the signing by the Parties and shall, unless terminated earlier in accordance with the terms hereof, remain in force and effect for a period of one (01) years. GHPL may, at its sole and absolute discretion, extend duration of the Contract with mutual consent of the Parties.

2. PRICE AND PAYMENT



- 2.1 In consideration of providing the Services, GHPL shall pay Service Provider the fee calculated in the manner as described in the Price Schedule attached to this Contract as Appendix–II, which is fixed as per terms and conditions set forth therein.
- 2.2 All payments shall be subject to the relevant applicable tax laws as amended or substituted from time to time, and tax withholding or adjustment at such rates as required by the applicable law shall be deducted or adjusted, as the case may be, at the time of payment.
- 2.3 GHPL shall make payment to Service Provider after submission of invoice. GHPL shall verify the invoices in line with the Price Schedule and subject to the provisions of this Contract including clause 3.3 and release the adjusted payment within thirty (30) days.
- 2.4 Prior to signing of this Contract, Service Provider shall furnish a performance guarantee to GHPL in the form of a bank guarantee or pay order or demand draft issued by a scheduled bank in Pakistan acceptable to GHPL. The bank guarantee shall be unconditional, on demand and without recourse to Service Provider. The amount of the bank guarantee shall be equal to 10% of the fee prescribed in the Price Schedule (Annexure-II). The performance guarantee shall initially be valid up to 180 days. Service Provider shall be obligated to extend the bank guarantee for the further successive periods as may be advised by GHPL. For the avoidance of doubt, Service Provider shall ensure that there shall exist at all times during the Contract period a valid and enforceable bank guarantee in favor of GHPL.

3. TERMINATION

- 3.1 Notwithstanding the term of the Contract in Article 1, GHPL may terminate this Contract by serving on the other thirty (30) days' prior written notice.
- 3.2 Notwithstanding clause 3.1, in the event of any breach or non-performance or non-compliance of any obligation under this Contract by Service Provider, without prejudice to any other remedy for breach of contract available to GHPL, GHPL may by written notice to Service Provider, terminate this Contract immediately if Service Provider fails to rectify or remedy such breach or non-performance or non-compliance, as the case may, within ten (10) days (or such other period as GHPL may agree in writing) of the receipt of the said notice.
- 3.3 If the Contract is terminated under clause 3.2, then the performance guarantee as submitted by Service Provider shall be encashed forthwith and Service Provider shall be entitled to payment for the period during which Services are provided.

4. GENERAL OBLIGATIONS OF SERVICE PROVIDER

- 4.1 Service Provider shall provide the Services with due diligence and efficiently and shall exercise such skill and care in the performance of the Services as are consistent with recognized professional standards.
- 4.2 Service Provider shall act at all times so as to protect the interests of GHPL, and shall take all reasonable steps to keep the Service Provider site secure in accordance with the provisions of this Contract.



- 4.3 Service Provider shall be obligated to keep valid and updated all the licences provided under this Contract. Service Provider shall be responsible, at its own cost and expense, to replace the licenses with the valid/updated/replaced licenses.
- 4.4 At all times during this Contract, Service Provider shall remain compliant with all applicable laws including labour laws and any of its contracts in connection with the Services without any obligation or liability on GHPL.
- 4.5 Service Provider shall not knowingly employ or contract with an illegal alien to perform work under the Contract. Service Provider shall verify or attempt to verify through proper police verification process that Service Provider does not employ any illegal aliens.
- 4.6 Service Provider acknowledges that all terms and conditions detailed in Annexure – I are substantial part of this Contract and agrees to perform or, as the case may be, comply with each of such term and condition.

5. INFORMATION

Service Provider shall furnish GHPL such information relating to the Services as GHPL may from time to time reasonably request.

6. CONFIDENTIALITY

- 6.1 Service Provider agrees to hold and cause its employees to be held confidential any information relating to this Contract, GHPL, its employees and information, record, data and related material backed up/stored, for a period commencing with the signing date and ending five (05) years following the expiry or termination of this Contract.
- 6.2 In the event Service Provider or its employees are required to disclose any information under any law for the time being in force, Service Provider shall immediately notify GHPL of such requirement in writing.

7. GOVERNING LAWS AND DISPUTE RESOLUTION

- 7.1 This Contract shall be governed, construed and interpreted in accordance with the laws of Pakistan.
- 7.2 Any question or dispute arising out of or in connection with this Contract shall, as far as possible, be settled amicably through mutual negotiations between the Parties in good faith within thirty (30) days after the date the disputing Party delivers return notice of the dispute to the other Party. Failing an amicable settlement within a reasonable period, such dispute shall be settled through arbitration by a sole arbitrator conducted in accordance with the Arbitration Act, 1940 for which the venue will be Islamabad.

8. ASSIGNMENT

Service Provider shall not assign or transfer this Contract, in whole or in part, to any other party without the prior written consent of GHPL, which consent shall be at GHPL's sole and absolute discretion.

9. ENTIRE AGREEMENT



This Contract constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Contract.

10. MODIFICATION

This Contract may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

11. SEVERABILITY

If any of the provisions of this Contract becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Contract, rather the Contract shall be construed as if it does not contain the pertinent invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Contract.

12. ENFORCEMENT AND WAIVER

The failure of a Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

13. INDEMNIFICATION

Service Provider shall indemnify and hold harmless GHPL, its directors, officers, employees, contractors, and agents from and against any or all claims, damages, losses, and expenses (including litigation costs) arising out of or resulting from acts or omissions of Service Provider, its employees or otherwise arising out of the performance of the Services under this Contract including the matters enumerated in the Schedules to this Contract.

14. AUTHORIZED REPRESENTATIVE

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract, may be taken or executed on behalf of Service Provider by the [_____] or his designated representative (name & address) and on behalf of the GHPL by [_____].

ADDRESSES OF THE PARTIES:

For the GHPL:

**Government Holding (Private) Limited,
Floor 5th & 7th, Petroleum House Building,
Sector G-5/2, Islamabad**

For Service Provider:



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names the date first written above.

For and on behalf of **GHPL**

For and on behalf of **Service Provider**

.....
(Signature)

.....
(Signature)

.....
(Name in block capitals)

.....
(Name in block capitals)

.....
(Designation)

.....
(Designation)

Witness 1: _____

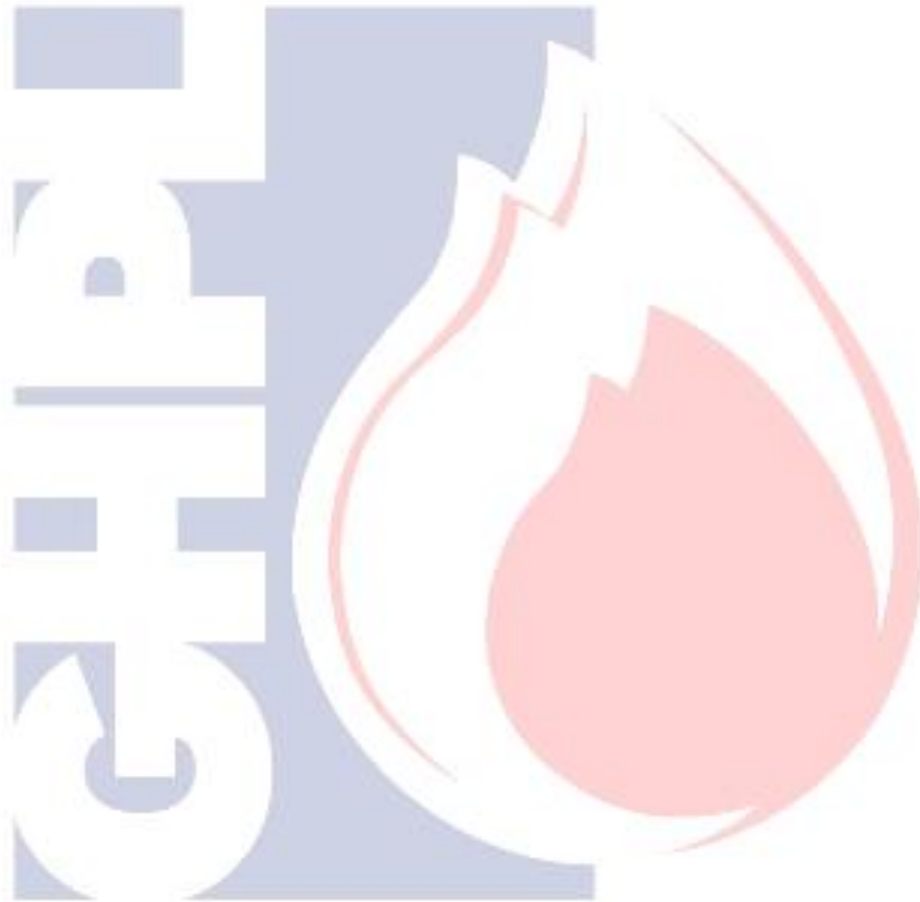
Witness 1: _____

Witness 2: _____

Witness 2: _____

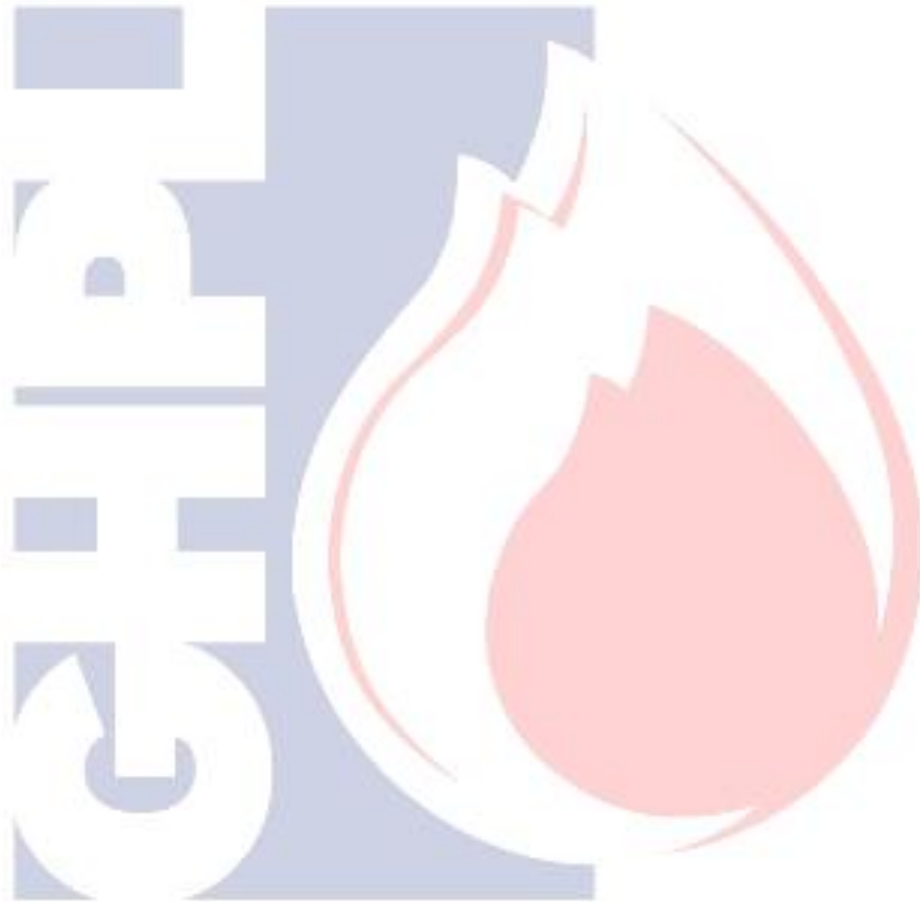


APPENDIX-I (SCOPE OF WORK)





APPENDIX-II (PRICE SCHEDULE)





ANNEX-F: 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 Government Holdings (Private) Limited (GHPL) or any of its officers and employees or any other entity owned or controlled by GHPL 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 GHPL, 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 GHPL 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 GHPL under any law, contract or other instrument, be voidable at the option of GHPL.

Notwithstanding any rights and remedies exercised by GHPL in this regard, M/s _____ agrees to indemnify GHPL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GHPL 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 GHPL.

Name of Buyer: Government Holdings (Private) Limited

Signature: _____

Name of Service Provider: _____

Signature: _____