



GOVERNMENT HOLDINGS (PRIVATE) LIMITED

Bidding Document

for

Renewal and Upgradation of Microsoft 365 Subscription



Tender No.: GHPL/IT/16/04-25

Bid Submission: May 02, 2025 at 12:00 PM

Bid Opening: May 02, 2025 at 12:30 PM

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INVITATION TO BID

Government Holdings (Private) Limited (GHPL) invites bids renewal and upgradation of Microsoft 365 subscription. Detailed scope of work is provided at **Annexure-I**.

Bids are invited under a “Single Stage Two Envelope Bidding Process” which consists of Technical and Financial bids which shall be uploaded in PDF format on EPADS portal i.e. <https://eprocure.gov.pk>.

Bids prepared in accordance with the instructions provided in this bidding document must be uploaded on EPADS on or before **May 02, 2025**, at 12:00 pm. Technical bids will be opened on the same day at 12:30 pm. In case the day of bid submission and opening falls on a public holiday, next working day shall be considered as the deadline for the same.

Dy General Manager (HR & Administration),
‘Renewal and Upgradation of Microsoft 365 Subscription,
Government Holdings (Private) Limited,
5th & 7th Floors, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.

INSTRUCTIONS TO BIDDERS

The objective of “Instructions to Bidders” is to provide bidders information to submit bids in response to this Bidding Document (BD) according to the requirements defined in this BD and in the same order/sequence as set forth in this BD. Bidders are required to fulfill the below requirements for their bids:

- 1) Bidders downloading the BD from GHPL website (www.ghpl.com.pk) shall send an acknowledgment to GHPL by email at “procurement@ghpl.com.pk”. The acknowledgment shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared to such provided contact person(s). GHPL 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, multiple submissions of bids shall render the bidder disqualified.
- 3) The bidder will have to comply with all laws applicable in Islamic Republic of Pakistan.
- 4) Bid bond amounting to Rs. 50,000/- (Pak Rupees Fifty Hundred Thousand only) shall be submitted in the form of bank guarantee or pay order or demand draft in favor of GHPL. The bid bond shall be submitted before the bid closing deadline. No bid shall be entertained without a bid bond. Bid bond shall be retained for up to 180 days and the bids shall also remain valid up to 90 days from the date of Technical Bids opening. A bid bond format is attached herewith at **Annexure-V**. The bid bond shall be issued by a scheduled bank in Pakistan.
- 5) The bid bond of technically disqualified bidders will be returned and the bid bond of the technically qualified but financially disqualified bidders will be returned after publication of the final evaluation report or on the expiry of validity of the bid bond, whichever is earlier. The bid bond of the successful bidder will be released upon receipt of the required performance guarantee.
- 6) The bid bond may be forfeited in case of occurrence of any of the following:
 - a) Bidder withdraws its bid before the bid validity date;
 - b) 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 BD;
 - c) Successful bidder, fails to furnish the required performance guarantee as per BD requirement.
- 7) The bidders will submit their bid in accordance with the terms and conditions of the BD. All the pages of the Technical & Financial bids must be sequentially numbered. All the pages of the financial bid and Form of Bid (technical bid) must be stamped & signed by the representative authorized at clause 6 of the Form of Bid (**Annexure-IV**). All other pages of the technical bid must be stamped and initialed by the representative authorized at clause 6 of the Form of Bid.
- 8) GHPL 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 BD, on any account, for any reason. All amendment(s) shall be part of the BD and binding on the bidders. GHPL shall notify the amendment(s) in writing within a reasonable time prior to the bid submission date.

- 9) GHPL may, at its exclusive discretion extend the deadline for the submission of the bids in which case all rights and obligations of the GHPL 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, GHPL may request the bidders to extend their bid validity for another period not exceeding the original bid validity. The bidder who chooses not to extend their bid validity as may be required by GHPL; their bid will be deemed withdrawn and their bid bond shall be returned.
- 11) The language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 12) GHPL will respond by EAPDS/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 BD and cannot be referred as such and shall not be deemed legally binding. GHPL 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 GHPL.
- 13) GHPL may hold a prospective bidders' Pre-bid Meeting at GHPL Office in Islamabad as may be decided by GHPL to which prospective bidders will be invited. Prospective bidders may attend the Pre-bid Meeting at their own cost.
- 14) GHPL reserves the right to amend, modify, supplement, or withdraw this BD 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 technical bids as per the requirements mentioned in **Annexure-II**.
- 16) Duly completed, signed, and stamped **Annexure-VII: Price Schedule** shall be submitted as financial bid through EPADS. Prices will be quoted in Pak Rupees; any other currency will be rejected. While submitting their bids, bidders shall be responsible for including 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. GHPL 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 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 equivalent to 05% of the Contract value before signing of the Contract. The bidders shall be required to furnish the performance guarantee within fifteen working days from the receipt of notice of the successful bidder or the time as may be extended by GHPL. If the successful bidder fails to deposit performance bond within the time stated above, GHPL retains the right to cancel the notice for the award of tender, forfeit the bid bond and GHPL shall have the right to announce the second lowest bidder as the successful bidder. The performance guarantee shall be valid up to 180 days

or as may be extended by the Bidder from time to time. The performance guarantee in the form of bank guarantee shall be in accordance with the format provided at **Annexure-VI**.

- 18) The bidders participating in the bidding process are required to adhere to all the laws as promulgated by the Government of Pakistan for the time being in force. Upon completion of the bidding process, the terms and conditions as agreed between the parties will not be altered or amended.
- 19) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 20) The successful bidder shall sign a contract with GHPL as per the draft provided at **Annexure-VIII**. The successful bidder shall bear all costs associated with entering into the contract.
- 21) The bids will be rejected if any of the following shortcomings occur:
 - a. Documents required at Annexure-II (Technical Bid Requirements)
 - b. Signed "Form of Bid", as per format given in **Annexure-IV**, with an official stamp affixed on it is not provided;
 - c. Form of Bid is not submitted in original, on bidder's letterhead and with signatures, as required, and official stamp. Copy (whether scanned colour copy or photocopy) would not be acceptable;
 - d. Bid bond is not submitted;
 - e. Bids must contain Certificate of Incorporation, Company/Firm's Registration Certificate, SECP registration, etc. (whichever applicable).
 - f. An affidavit to the effect that bidder is an independent company/firm, and not the agent, subsidiary, or holding of any company/firm having business relationship with GHPL in any manner whatsoever.
 - g. Bids submitted without FBR registration certificates and bidder not appearing on Active Tax Payer list of FBR;
 - h. Bid having not fully filled-in/quoted price schedules or quoted in currency other than Pak Rupees (PKR);
 - i. Bid is un-signed, partial, conditional, alternative, late;
 - j. Bidder(s) has been found blacklisted during evaluation stage or prior to the award of contract;
 - k. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified; and
 - l. Bidder(s) engages in corrupt or fraudulent practices during the process.
- 22) The bids will be evaluated as per the evaluation criteria provided at **Annexure-III**. Bidders are required to secure at least 65 Technical Score (TS) on overall basis for technical qualification. Financial bids of technically qualified bidders will be opened in the presence of their representatives who choose to attend.
- 23) The bidders shall bear all costs/expenses associated with the preparation and submission of the bids and GHPL shall in no case be responsible/liable for those costs/expenses.
- 24) The bids shall be opened at the specified time and place in the presence of the authorized representatives of the bidders who choose to attend.

- 25) During the examination, evaluation, and comparison of the bids, GHPL at its sole discretion may ask any bidder for clarifications. 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.
- 26) Bids submitted via email or fax shall not be entertained.
- 27) GHPL does not accept:
- a) any responsibility arising in any way for any errors in or omissions from 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 advisors 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.
- 28) 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.
- 29) The decision of GHPL shall be final and GHPL will not be liable for any loss or damage to any party acting in reliance thereon.
- 30) GHPL reserves the right to forfeit the Bid Bond and/or blacklist any Bidder who breaches any terms and conditions of this BD.
- 31) The prospective bidder may request clarification on any aspect of this BD till **May 02, 2025**. Any request for clarification must be sent in writing to:
- Dy. General Manager (HR & Administration),
Government Holdings (Private) Limited,
E-mail: procurement@ghpl.com.pk

ANNEXURE-I: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**1. SCOPE OF WORK**

- i. GHPL intends to upgrade and renew currently implemented Microsoft 365 subscription as per below technical specifications.
- ii. The contractor/successful bidder must ensure timely renewal and upgradation of Microsoft 365 subscription on or before current subscription expiry date June 26, 2025.
- iii. The quoted subscription (i.e. Microsoft 365 Business Standard and Microsoft Business Premium) must include all the applications/services/licenses as mentioned on OEM (i.e. Microsoft web portal).
- iv. The contractor/successful bidder must be responsible to provide OEM and local onsite support if and when required.
- v. The contractor/successful bidder will provide additional Microsoft 365 services (Licenses, etc.) as and when required by GHPL during the contract period on the pre-agreed applicable cost of that particular year.

2. TECHNICAL SPECIFICATIONS

Sr. No.	Description	Quantity (Nos.)	Expiry Date
01	Microsoft 365 Business Standard	82	June 26, 2025
02	Microsoft 365 Business Premium	11	

ANNEXURE-II: TECHNICAL BID REQUIREMENTS

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

Sr. No.	Necessary Eligibility Information	Reference Page in Bid	Attached (Yes/No)
1.	Technical Compliance as mentioned in Scope of Work		
2.	The company must provide previous supply and installation record of Microsoft 365 Subscription (i.e. PO(s)/Contract(s))		
3.	Evidence of company/ Firm/ Sole Proprietorship Incorporation Certificate/ Chamber Registration (whichever is applicable; copy required)		
4.	The company must be OEM Authorized Reseller (i.e. Attach certificate copy)		
5.	Affidavit on stamp paper, declaring that company is not blacklisted by any government agency/authority. (To be uploaded scanned of original)		
6.	Proof of NTN/GST (if applicable)		
7.	Integrity Pact (if applicable)		

Note:

All pages of the Technical Bid must be sequentially numbered, stamped, and signed/initialed by the representative authorized at clause 6 of the Form of Bid.

ANNEXURE-III: EVALUATION CRITERIA

The evaluation committee shall evaluate the bids on the basis of responsiveness to the scope of work and evaluation criteria provided herein. The following criteria shall be used for evaluating the technical competencies of the bidders. Bidders are required to secure at least 65 Technical Scores on an overall basis for technical qualification.

Technical Evaluation Criteria				
Sr. No.	Descriptions	Points	Maximum Points	(Attachments)
1	Compliance with Annex – D (Technical Specifications Sheet)		30	Attach Technical Proposal / specification sheets
	As per Specification (Annex- D)	30		
	Otherwise	0		
2	Microsoft 365 Subscription Implementation and support provided during last 10 years		30	Attach past PO/ Contract Copies
	More than 10 Clients	30		
	05 to 10 Clients	20		
	01 to 04 Clients	10		
3	Company Existence		20	Company registration/incorporation certificates
	More than 10 years	20		
	01 to 09 years	10		
4	Reseller Status		20	Attach Authorization Certificate
	OEM Authorized Reseller	20		
	Otherwise	0		
	Total Marks Awarded		100	
	Passing Criteria			
				65 Marks

ANNEXURE-IV: FORM OF BID

Government Holdings (Private) Limited (GHPL),
Renewal and Upgradation of Microsoft 365 Subscription,
Petroleum House, 5th & 7th Floors,
Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9211236-37

Sir

Reference your Tender No. _____ for _____.

1. We, hereby submit our complete bid along with all the requirements as per the Bidding Documents (BD). We acknowledge that GHPL is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. 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 BD or as communicated by GHPL, the performance security as per the requirements of the BD.
3. We agree to abide by this BD for a period of one hundred and eighty (90) days from the technical 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.
4. We hereby undertake and confirm that M/s [name of Bidder] 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.
5. We submit herewith our bid, Technical & Financial, electronically on ePADS original in PDF and have submitted the bid bond to GHPL before the bid closing deadline.
6. 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 Bidder] to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to GHPL in all matters including but not limited to clarifications etc., in connection with our bid 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 been done by us.
7. The decision of GHPL shall be final and GHPL will not be liable for any loss or damage to any party acting in reliance thereon.
8. We have gone through the terms/conditions of this BD and have found the document in whole as non-biased to any particular company/bidder/vendor or product/ brand. We hereby undertake and firmly bind ourselves to abide by/ comply with all sections/conditions of this BD. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.
9. 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.



10. 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 GHPL.
11. We acknowledge that GHPL reserves the right to blacklist any Bidder who breaches any terms and conditions of this BD.

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: _____

Acceptance by representative authorised at Clause 6 above:

Signatures of Authorised Representative: _____

Name and Title: _____

Name & Address of Firm: _____

Cell No.: _____

e-mail address: _____

Mailing address: _____



ANNEXURE-V: BID BOND FORMAT

(ON NON-JUDICIAL STAMP PAPER AT APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Government Holdings (Private) Limited (GHPL),
5th & 7th Floors, Petroleum House, Ataturk Avenue, G-5/2,

Islamabad

Dear Sirs,

In consideration of Messrs. _____ hereinafter called the "Bidder" having submitted the accompanying bid for _____ (Tender No. _____) and in consideration of value received from _____ we hereby agree to undertake as follows:

1. To make un-conditional payment of Rs. 50,000/- (Pak Rupees Fifty Thousand only) upon your written demand without further recourse, question or reference to the Bidder or any other person, in the event of the withdrawal of the aforesaid bid by the Bidder before the end of the period specified in the bid, after the opening of the same for the validity thereof; or if no such period to be specified, within 180 days after said opening or in the event that the Bidder within the period specified thereof the Bidder shall fail to execute such further contractual documents, if any, as may be required by GHPL or on the Bidder's failure to give the Performance guarantee as may be required.
2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non-compliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the written intimation.
3. No grant of time or other indulgence to, or composition, or arrangement with the Bidder in respect of the aforesaid bid with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.
4. The bid bond shall be binding on us and our successors in interest and shall be irrevocable.

For and on behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)



ANNEXURE-VI: PERFORMANCE GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER AT APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Government Holdings (Private) Limited (GHPL),
5th & 7th Floors, Petroleum House, Ataturk Avenue, G-5/2,

Islamabad.

Subject: Surety Guarantee for Rs. _____/- (Pak Rupees _____ Only) on behalf of [insert Bidder name] as performance guarantee for _____, (Tender No. _____).

Dear Sirs,

In the sum of Rs. _____/- (Pak Rupees _____ Only)
To you in Islamabad.

In consideration of your having issued the award of contract for _____, (Tender No: _____) to M/s..... called the Bidder and in consideration for value, received from Bidder, we [Insert name of the Bank] (a banking company incorporated under Companies Act, 2017 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at [Insert address] (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment of Rs. _____/- (Pak Rupees _____ Only) at any time on your written demand(s) without further resource, question or reference to Bidder or any other person, in the event of default or non-performance and/or non-fulfillment by Bidder of his obligation's liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations, and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Company and to make payment accordingly within 03 (three) days of receipt thereof.
3. The performance guarantee shall come into force on [Insert date] and shall remain in full force, operative, effective, and binding upon us for up to 180 days or as may be extended by the Bidder from time to time. The Surety shall notify GHPL in the event that the Bidder does not apply for renewal of this performance guarantee ten days prior to the expiry date of this performance guarantee or as extended from time to time.
4. That on grant of time or other indulgence to amendment in the terms of the contract by contract with Bidder in respect of the performance of his obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.



5. This performance guarantee shall be binding on us, our successors including successors in interest, administrators, and legal representatives, and shall be irrecoverable.
6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Bidder.
7. No delay or failure to exercise any right or remedy under this performance guarantee by GHPL shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by GHPL shall be valid unless made in writing and duly signed by concerned representatives of the GHPL.
8. No set-off counterclaim, reduction, or diminution of any obligations that the Surety has or may have against GHPL shall be available to the Surety against GHPL in connection with any of the Surety's obligations to GHPL under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counterclaim, and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to GHPL, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to GHPL such additional amount necessary to ensure that GHPL receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
9. The performance guarantee shall be binding upon and insure to the benefit of GHPL and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits, and obligations under this performance guarantee except with the prior written consent of GHPL.
10. No payment to GHPL under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by GHPL.
11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.
12. Ten days before the expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and on behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)

ANNEXURE-VII: PRICE SCHEDULE

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 (Nos.)	Unit Price (without Taxes) (PKR/ USD)	Total Price (without Taxes) (PKR/ USD)	Applicable Taxes (PKR/ USD)	Total Prices (inclusive of all applicable taxes) (PKR/ USD)
1st Year						
01	Microsoft 365 Business Standard	82				
02	Microsoft 365 Business Premium	11				
2nd Year						
01	Microsoft 365 Business Standard	82				
02	Microsoft 365 Business Premium	11				
3rd Year						
01	Microsoft 365 Business Standard	82				
02	Microsoft 365 Business Premium	11				
Total Prices (inclusive of all applicable taxes) (PKR/ USD) – In Figures						
Total Prices (inclusive of all applicable taxes) (PKR/ USD) – In Words						
Applicable Taxes (Bidders must mention applicable tax type and percentage) Tax(s) Type: _____ Tax(s) Percentage: _____						

Note:

- 1- All prices may be quoted in PKR/US Dollars; however, the payment shall be made in Pak Rupees (including all applicable taxes) at 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.
- 2- A contract will be placed with the successful bidder for a period of three years and payment will be made on annual basis.
- 3- Financial evaluation will be made based on the total cost of three years.
- 4- All the pages of the financial bid must be sequentially numbered, stamped, and signed by the representative authorized as per clause 6 of the Form of Bid.
- 5- Financial quote must cover rate(s) inclusive of all applicable taxes, duties, and charges/levies

and in accordance with the scope of work and the same will be considered for evaluation on date of financial bid opening. All numbers/figures in the financial quote should be clearly mentioned, otherwise, the quote shall be considered non-responsive.

- 6- Any arithmetic errors in the financial proposal shall be corrected as follows:
- a. If there is a discrepancy between the amounts in figures and words, the amount in words shall prevail;
 - b. If there is a discrepancy between the unit rate and the total rate, the unit rate shall be considered, and the total cost will be calculated by multiplying the unit rate with the required quantity;
 - c. The revised, corrected amounts, as detailed above, will be communicated to the bidder, who will be required to accept the revised calculations. If the bidder does not accept, the bid shall be rejected, and the bid bond shall be forfeited.
- 7- Applicable taxes (Sales Tax, Levies, Duties, etc.) shall be on account of buyer as per prevailing rates.
- 8- 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: _____

ANNEXURE-VIII: FORM OF CONTRACT

CONTRACT FOR RENEWAL AND UPGRADATION OF MICROSOFT 365 SUBSCRIPTION

BETWEEN

GOVERNMENT HOLDINGS PRIVATE LIMITED

AND

A large, faint watermark of the GHPL logo is centered on the page. It consists of the letters 'GHPL' in a light blue, blocky font, with a large red flame shape to its right. A horizontal line is drawn across the middle of the page, passing behind the watermark.

This contract for provision of services related to the Renewal and Upgradation of Microsoft 365 Subscription (hereinafter called the “**Contract**”) is made the _____ day of the month of _____, 2025, by and between

Government Holdings (Private) Limited (GHPL), a company established under the laws of Pakistan, having its registered office at 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 referred to as “**Contractor/Partner**”) 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 Contractor/Partner may be collectively referred to hereinafter as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

1. GHPL carried out competitive bidding process for provision of services related to Renewal and Upgradation of Microsoft 365 Subscription in accordance with the scope of work as fully described in Annexure-I to this Contract (the “**Services**”).
2. Contractor/Partner warranted and represented that it has requisite knowledge, expertise, relevant experience and capability to provide the Services in accordance with the terms and conditions of the bidding documents and qualified as successful bidder.
3. Contractor/Partner, 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 Contractor/Partner 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.
- 1.2 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 three (03) years. Contractor/Partner shall commence the Services immediately on becoming this Contract effective. GHPL may, at its sole and absolute discretion, extend duration of the Contract.

2 PRICE AND PAYMENT

- 2.1 In consideration of providing the Services, GHPL shall pay Contractor/Partner the Contract amount as per following schedule within 30 days upon the satisfactory completion and acceptance of the Services and provision of original error free invoice.

Sr. No.	Item Name	Quantity (Nos.)	Unit Price (without Taxes) (PKR/ USD)	Total Price (without Taxes) (PKR/ USD)	Applicable Taxes (PKR/ USD)	Total Prices (inclusive of all applicable taxes) (PKR/ USD)
1st Year						
01	Microsoft 365 Business Standard	82				
02	Microsoft 365 Business Premium	11				
2nd Year						
01	Microsoft 365 Business Standard	82				
02	Microsoft 365 Business Premium	11				
3rd Year						
01	Microsoft 365 Business Standard	82				
02	Microsoft 365 Business Premium	11				
Total Prices (inclusive of all applicable taxes) (PKR/ USD) – In Figures						
Total Prices (inclusive of all applicable taxes) (PKR/ USD) – In Words						

- 2.2 Payment shall be subject to the relevant applicable tax laws as amended or substituted from time to time, and withholding or adjustment of tax 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 Contractor/Partner will provide additional Microsoft 365 services (Licenses, etc.) as and when required by GHPL during the contract period on the pre-agreed applicable cost of the particular year.
- 2.4 Payment shall be made annually in Pak Rupees (including all applicable taxes) at exchange rate prevailing on the date of payment.
- 2.5 Contractor/Partner 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, before signing of this Contract. The bank guarantee shall be unconditional, on demand and without recourse to Contractor/Partner. The amount of the bank guarantee shall be equal to 05% of the Contract Value. The performance guarantee shall initially be valid up to 180 days. Contractor/Partner shall be obligated to extend the bank guarantee for the further successive periods as may be advised by GHPL. For the avoidance of doubt, Contractor/Partner 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, either Party 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 Contractor/Partner, without prejudice to any other remedy for breach of contract available to GHPL, GHPL may by written notice to Contractor/Partner, terminate this Contract immediately if Contractor/Partner 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 Contractor/Partner shall be encashed forthwith and Contractor/Partner shall not be entitled for payment for any Services rendered under this Contract.
- 3.4 Contractor/Partner irrevocably agrees that Article 6 (Confidentiality) and Article 7 (Governing Law and Dispute Resolution) shall survive termination or expiry of this Contract.

4 GENERAL OBLIGATIONS OF CONTRACTOR/PARTNER

- 4.1 Contractor/Partner shall provide the Services with due diligence and efficiency and shall observe sound professional practices, employ appropriate resources and methods and shall exercise such skill and care in the performance of the Services as are consistent with recognized professional standards. Contractor/Partner warrants that the product developed in result of the Services, i.e. Renewal and Upgradation of Microsoft 365 Subscription, shall be fit for purpose.
- 4.2 Contractor/Partner shall act at all times so as to protect the interests of GHPL.
- 4.3 At all times during this Contract, Contractor/Partner shall remain compliant with all applicable laws without any obligation or liability on GHPL.
- 4.4 Contractor/Partner shall not knowingly employ or contract with an illegal alien to perform work under the Contract. Contractor/Partner shall verify or attempt to verify through proper police verification process that Contractor/Partner does not employ any illegal aliens.
- 4.5 Contractor/Partner acknowledges that all terms and conditions detailed in scope of work as fully described 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

Contractor/Partner shall furnish GHPL such information relating to the Services as GHPL may request.

6 CONFIDENTIALITY

- 6.1 Contractor/Partner agrees that in respect of this Contract, GHPL, its shareholder, directors, employees and contractors and any of GHPL subsidiaries, respective shareholder(s), directors, employees and employees, Contractor/Partner shall at all times hold and cause its employees assigned under this Contract to be held confidential any information, data, record and forms of whatsoever nature reviewed, received, conceived and/or services, i.e. Renewal and Upgradation of Microsoft 365 Subscription in result of the Services under this Contract.

- 6.2 In the event Contractor/Partner or its employees assigned under this Contract are required to disclose any information under any law for the time being in force, Contractor/Partner shall immediately notify GHPL of such requirement in writing.

7 GOVERNING LAW 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

Contractor/Partner 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 REMEDIES FOR DEFAULT

In case of failure by the Contractor/Partner to perform according to the Contract, including but not limited to failure to obtain necessary licenses or to provide all the Services by the agreed delivery date, GHPL may, after giving the Contractor/Partner reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- i. Obtain all or part of the Services from other sources, in which event GHPL may hold Contractor/Partner responsible for any excess costs occasioned thereby;
- ii. Refuse to accept delivery of all or part of the Services;
- iii. Terminate the Contract;
- iv. Impose liquidated damages pursuant to para 10.2.

10 LIQUIDATED DAMAGES FOR DELAY:

- 10.1 In the event the Contractor/Partner fails to deliver any or all of the Services within the period agreed in the Contract, GHPL either shall allow an extension in the delivery period pursuant to a written request by the Contractor/Partner with justifications or deduct the amount as per para 10.2.
- 10.2 If the Contractor/Partner fails to deliver any or all of the Services or perform any of the services within the time period specified in the Contract, GHPL may, without prejudice to any other rights and remedies deduct from the total price stipulated in the Contract, an amount of 1.25% per week for 8 weeks (with a cap of 10%). Thereafter, GHPL shall have the right to terminate the Contract and recover the damages by way of forfeiting the Performance Security.

11 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.



12 MODIFICATION

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

13 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.

14 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.

15 INDEMNIFICATION

Contractor/Partner 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 Contractor/Partner, its employees assigned under this Contract or otherwise arising out of the performance of the Services under this Contract including the matters enumerated in the Appendix to this Contract.

16 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 Contractor/Partner by the _____ 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 Contractor/Partner:

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 **Contractor/Partner**

.....
(Signature)

.....
(Signature)

.....
(Name in block capitals)

.....
(Name in block capitals)

.....
(Designation)

.....
(Designation)

Witness 1: _____

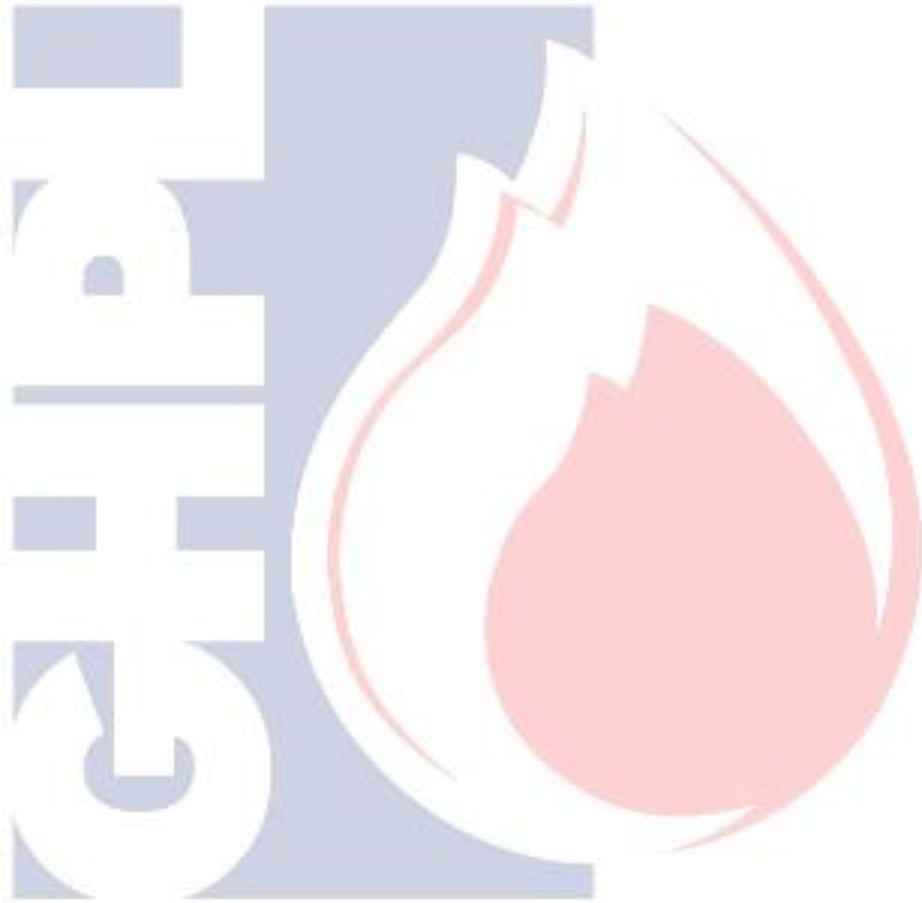
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Witness 2: _____

Witness2: _____

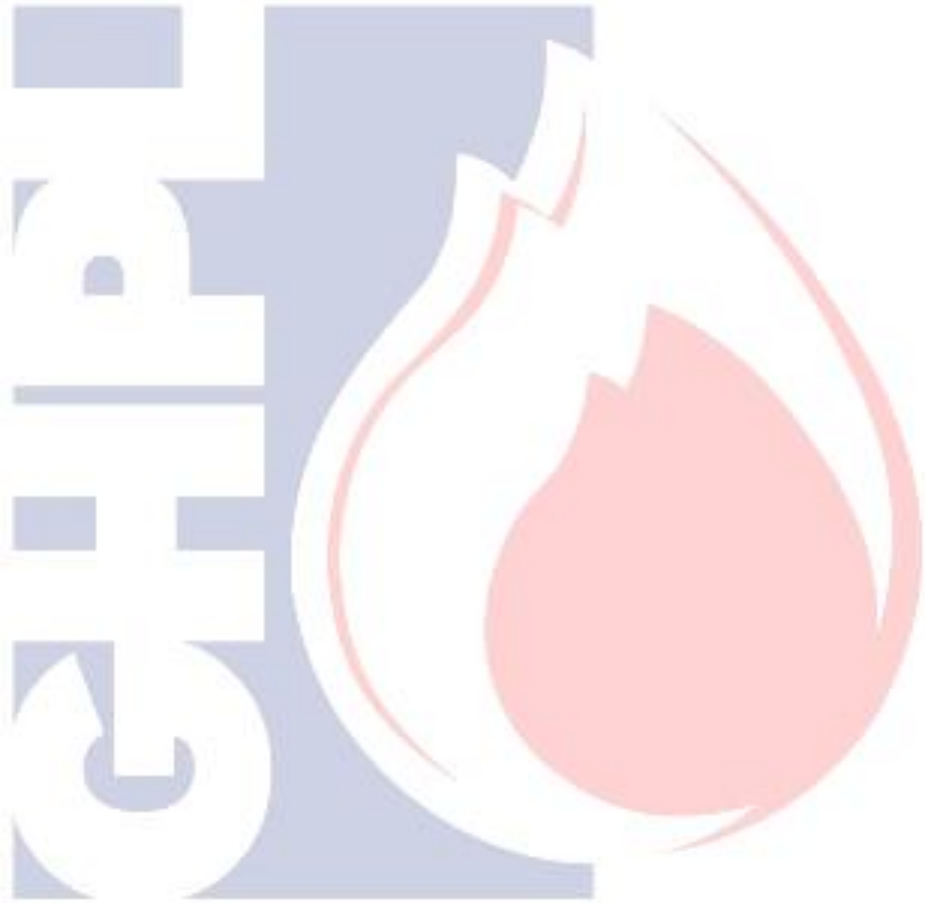
Appendix-I (Scope of Work)

[to be inserted as per successful application]



Appendix-I (Price Schedule)

[to be inserted as per successful application]





ANNEXURE-IX: INTEGRITY PACT

Dated: _____

We, M/s _____ hereby declare 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 to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GHPL.

Name of Bidder: _____

Signature: _____