



GOVERNMENT HOLDINGS (PRIVATE) LIMITED

Invitation to Bid

for

Provision of Microsoft Power BI Subscription



ITB Document No: GHPL/IT/06/02-26
Bid Closing Date: February 26, 2026 at 12:00 PM
Bid Opening Date: February 26, 2026 at 12:30 PM

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GOVERNMENT HOLDINGS (PRIVATE) LIMITED
BID FOR PROVISION OF MICROSOFT POWER BI SUBSCRIPTION

INVITATION TO BID

1. Government Holdings (Private) Limited (hereinafter referred to as 'GHPL' or the 'Company') hereby invites e-bids for Provision of Microsoft Power BI Subscription.
2. A single-stage two-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 or 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> on or before **February 26, 2026 ('Closing Date')** at 12:00 pm. Bids will be opened at 12:30 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 the "Bid Data Sheet" to acquaint themselves with the details of the bidding process including the Company's correspondence details, bid submission deadline, bid opening date, bid validity, deviations, and technical and financial bid submission details. Bids are 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/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 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.

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 e-bids for Provision of Microsoft Power BI Subscription.
- 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 seeking clarification on the bid documents should seek such clarification in writing via EPADS at least one week prior to the bid submission deadline. Responses to such requests for clarification will be provided in writing through EPADS.
- 6) **Amendments of Bid Documents:** 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. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Company may, at its discretion, extend the deadline for the Submission of Bids. All communication related to amendments will be shared at EPADS portal.

C. PREPARATION OF BIDS

- 7) **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.
- 8) **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:**
 - **Annexure – A (Organization Information)**
 - **Annexure – B (Eligibility Response Check List)**
 - **Annexure – C (Technical Evaluation Criteria Sheet)**
 - **Annexure – D (Scope of Work)**
 - **Annexure – E (Integrity Pact)**

- 9) **Bid Currencies/Bid Prices:** All prices shall be quoted in Pak Rupees/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 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 the 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.
- 10) **Period of Validity of Bids:** Bids shall remain valid for 90 days after the date of bid submission described herein. A bid valid for a shorter period may be treated as non-responsive and thus will be rejected. 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 must submit their technical and financial bids in PDF format on EPADS on or before the bid closing deadline i.e. February 26, 2026 at 12:00 pm.
- b. For sake of clarity it may be noted that single stage two envelope procedure will be adopted. The bidders are required to prepare their bids in accordance with this Bid Document and the same shall be uploaded on EPADS before closing deadline.
- c. Bids shall be properly sequenced, signed on each page, and prominently labeled "**Provision of Microsoft Power BI Subscription**" and marked for the attention of the "DGM (HR & Administration)". Any Bid that 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. Bidders are required to submit a Bid Bond in form of a demand draft/pay order/bank guarantee equivalent to PKR 50,000/- drawn in favor of "Government Holdings (Private) Limited" before the bid closing deadline otherwise bid will be rejected. The Bid Bond of unsuccessful BIDDERS 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 05% of the annual subscription fee of each year (inclusive of all applicable taxes) which will be provided prior to issuance of the 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 accept the Contract or fails to submit 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 Annexures in the form of an addendum, either in response to a clarification and/or amendment requested by BIDDERS or whenever the GHPL considers it appropriate to issue such clarification and/or amendment to BIDDERS. Clarifications and/or amendments shall be shared at EPADS portal.

11) **Deadline for Submission of Bids/Late Bids:**

- 11.1 Bids must be uploaded on EPADS on or before the Bid Closing Date and Time specified in Bid Data Sheet Section-2.
- 11.2 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.
- 11.3 Any bids sent by other means will not be entertained.

E. OPENING AND EVALUATION OF BIDS

12) Opening of Bids:

- 12.1 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, at the time, on the date, and at the place specified in Section-2 of this Bid Document. The Bidders' Representatives who are present shall sign an attendance sheet evidencing their attendance.
- 12.2 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.

13) 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 through email.

14) Evaluation of Bids:

- 14.1 Prior to the detailed evaluation, GHPL 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 Annexure-B). Any bidder failing to provide the documents as mentioned in Annexure-B shall be technically disqualified from the bidding process.
- 14.2 GHPL will carry out a detailed technical evaluation (As per Annexure-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.
- 14.3 **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 Annexure-C. The bidders securing at least 65 marks shall be declared technically qualified.
- 14.4 **Financial Evaluation:** The financial bids of only the technically qualified bidders will be considered for financial evaluation. Financial evaluation will be based on the total prices inclusive of all applicable taxes. The contract will be awarded to the bidder whose bid found most advantageous i.e. technically qualified and financially lowest.

F. AWARD OF CONTRACT

- 15) Notification of Award:** Prior to the expiration of the period of bid validity and after fifteen working days of the publishing of the bid results on PPRA website, the Company will execute the contract with the successful bidder. The Bidder may only sign the contract and ensure the timely delivery of the services in accordance with the terms of the contract, as herein specified. Signing of the contract shall govern the rights and obligations of the parties.
- 16) Award Criteria:** The Company will execute the 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 the Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the Company's action.
- 17) Performance Security:** The successful bidder shall provide the performance bond equivalent to 05% of the annual subscription fee in the form of a demand draft/pay order/bank guarantee in favor of "Government Holdings (Private) Limited" prior to signing of the Contract. The performance bond shall be valid initially for 365 days. The bidder shall be obligated to extend the Performance bond or submit a revised Performance guarantee based on the annual subscription fee for the further successive periods as may be advised by GHPL.
- 18) 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 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.
- 19) 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:	12:00 PM on February 26, 2026 (Pakistan Standard Time)	
Opening of Bids	12:30 PM on February 26, 2026 (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/06/02-26 – Bid for Provision of Microsoft Power BI Subscription</u> Deadline: On or before February 26, 2026 at 12:00pm (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	Through EPADS (https://eprocure.gov.pk/) email Procurement@ghpl.com.pk	
Requests for additional information:	Must be received at least three (03) 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, Sector G-5/2,
Islamabad
Tel No.: +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 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: 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 (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	Annual Subscription of Microsoft Power BI Pro	17				
02	Annual Subscription of Microsoft Power BI Premium	03				
2nd Year						
01	Annual Subscription of Microsoft Power BI Pro	17				
02	Annual Subscription of Microsoft Power BI Premium	03				
3rd Year						
01	Annual Subscription of Microsoft Power BI Pro	17				
02	Annual Subscription of Microsoft Power BI Premium	03				
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:

- 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.
- 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 – A**ORGANIZATION INFORMATION**

Organization Information		
Sr. No.	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:	

ANNEXURE – B**ELIGIBILITY RESPONSE CHECK LIST**

The bidder is required to provide documentary evidences against each item of below table. The applications will be rejected if any of the shortcomings found in below table.

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/installation/support record of Microsoft Power BI 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.	Bid Bond of PKR 50,000/-		
8.	Integrity Pact (if applicable)		

Note: The bidder must provide the supporting documents.

ANNEXURE – C

TECHNICAL EVALUATION

The following criteria shall be used for evaluating the technical competencies of the bidders. Bidders are required to secure at least 70 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 Power BI Subscription Supply and support provided during last 05 years		15	Attach past PO/ Contract Copies
	More than 10 Clients	15		
	05 to 10 Clients	10		
	01 to 04 Clients	05		
3	Company Existence		15	Company registration/incorporation certificates
	More than 10 years	15		
	01 to 09 years	05		
4	Agreed Support Hours		10	(Mention or Attach Relevant Document)
	24 x 7	10		
	Otherwise	0		
5	Delivery Time		10	Mention Delivery Timelines in Technical Bid Documents
	Within 1 to 2 Weeks	10		
	Within 2 to 4 Weeks	05		
6	Reseller Status		20	Attach Authorization Certificate
	OEM Authorized Reseller	20		
	Otherwise	0		
	Total Marks Awarded		100	
	Passing Criteria			65 Marks

ANNEXURE – D**SCOPE OF WORK AND TECHNICAL SPECIFICATIONS****1. SCOPE OF WORK**

- i. GHPL intends to purchase Microsoft Power BI subscription as per below technical specifications.
- ii. The contractor/successful bidder must ensure timely purchase (first time) and renewal (subsequent) of Microsoft Power BI subscription.
- iii. The quoted subscription (i.e. Microsoft Power BI Premium and Microsoft Power BI Pro) must include all the applicable components as mentioned on OEM (i.e. Microsoft web portal).
- iv. The contractor/successful will ensure licenses are successfully added to the company's Microsoft 365 tenant
- v. The contractor/successful bidder must be responsible to provide OEM and local support if and when required.
- vi. The contractor/successful bidder will provide additional Microsoft Power BI Licenses (services, 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.)
01	Annual Subscription of Microsoft Power BI Pro	17
02	Annual Subscription of Microsoft Power BI Premium	03

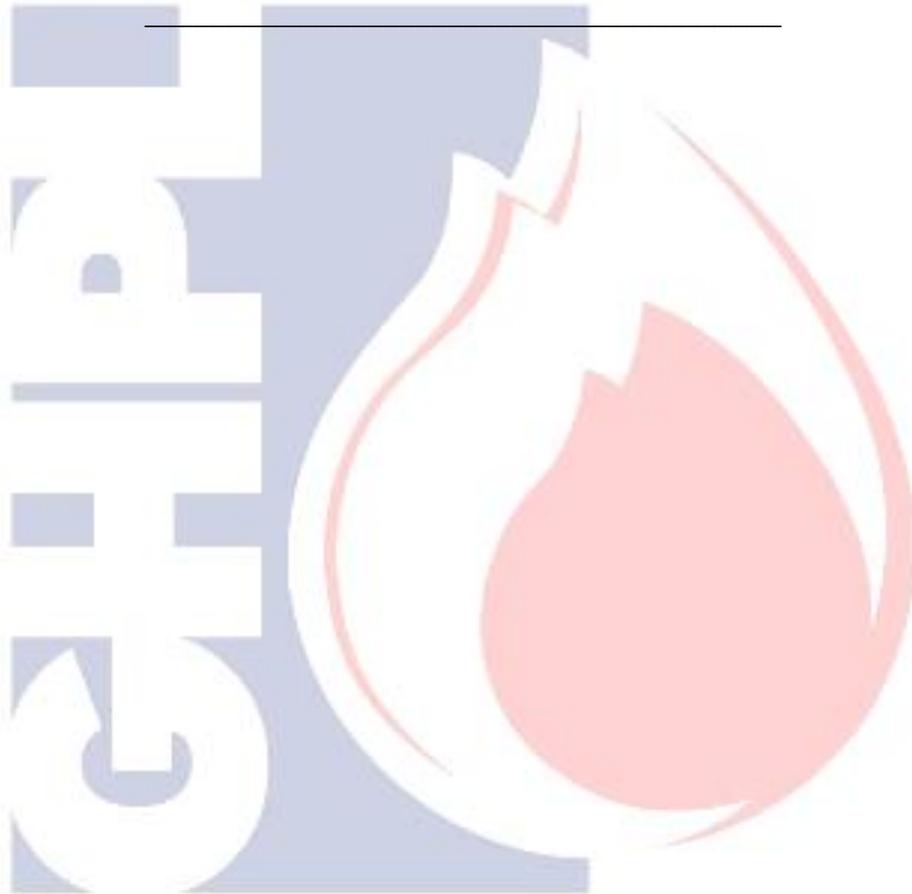
ANNEXURE-E: FORM OF AGREEMENT

CONTRACT FOR PROVISION OF MICROSOFT POWER BI SUBSCRIPTION

BETWEEN

GOVERNMENT HOLDINGS (PRIVATE) LIMITED

AND





This contract for provision of services related to the Provision of Microsoft Power BI 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 Provision of Microsoft Power BI 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	Annual Subscription of Microsoft Power BI Pro	17				
02	Annual Subscription of Microsoft Power BI Premium	03				
2nd Year						
01	Annual Subscription of Microsoft Power BI Pro	17				
02	Annual Subscription of Microsoft Power BI Premium	03				
3rd Year						
01	Annual Subscription of Microsoft Power BI Pro	17				
02	Annual Subscription of Microsoft Power BI Premium	03				
Total Prices (inclusive of all applicable taxes) (PKR/ USD) – In Figures						
Total Prices (inclusive of all applicable taxes) (PKR/ USD) – In Words						
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- 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 Power BI Licenses (services, 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.

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. Purchase, Renewal and Support of Microsoft Power BI 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. Purchase, Renewal and Support of Microsoft Power BI 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 PERFORMANCE GUARANTEE

- 16.1 Contractor/Partner furnished a performance guarantee to GHPL in the form of a bank guarantee no. _____ issued by _____. The bank guarantee shall be unconditional, on demand and without recourse to Contractor/Partner. The amount of the bank guarantee is PKR _____ (Pak rupees _____ only), inclusive of all direct and withholding taxes, but exclusive of indirect taxes i.e., sales tax. The performance guarantee shall initially be valid up to 365 days. Contractor/Partner shall be obligated to extend the bank guarantee or submit a revised Performance 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 favour of GHPL.
- 16.2 If the Contractor/Partner fails/delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, GHPL may, without prejudice to any other right of action/remedy it may have, forfeit Performance Guarantee of the Contractor/Partner.
- 16.3 Failure to provide required services within the specified time period will invoke a penalty equivalent to unpaid claim. In addition to that, the Performance Guarantee amount may be forfeited.
- 16.4 Provision of wrong/false information and/or documents as required during bidding stage and under this Contract may result in forfeiture of Performance Guarantee amount and the Contractor/Partner may not be allowed to participate in future Tenders.
- 16.5 On successful discharge of obligations/services by the Contractor/Partner, the Performance Guarantee shall be returned to the Contractor/Partner upon successful completion of contract period, or if terminated earlier, in accordance with the clauses of this Contract.

17 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: _____

Witness 1: _____

Witness 2: _____

Witness2: _____

Appendix-I (Scope of Work)





ANNEXURE-F

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, Sector G-5/2,
Islamabad

Dear Sirs,

In consideration of Messrs. _____ hereinafter called the "Bidder" having submitted the accompanying bid for _____ (ITB 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 G

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, Sector G-5/2,
Islamabad

Subject: Surety Guarantee for Rs. _____/- (Pak Rupees _____ Only) on behalf of [insert Bidder name] as performance guarantee for _____, (ITB 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 365 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 counter claim 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 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-H

INTEGRITY PACT

Dated: _____

We, 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 Seller/Bidder: _____

Signature: _____