

Standard Bidding Document

PROCUREMENT OF MICROSOFT 365 LICENSES, IMPLEMENTATION, MIGRATION, CONFIGURATION AND SUPPORT SERVICES (Non-Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 3	CORR-P124618-003
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September 28, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Privatisation Commission (Privatisation Commission)** has reserved Funds for the procurement planned for FY **2026-27**. The **Privatisation Commission (Privatisation Commission)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"PROCUREMENT OF MICROSOFT 365 LICENSES, IMPLEMENTATION, MIGRATION, CONFIGURATION AND SUPPORT SERVICES"** with the reference of **"P124618"**
2. The **Privatisation Commission (Privatisation Commission)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/124618>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, October 5, 2026 11:00 AM**. E-bids will be opened on the same day at **Monday, October 5, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **<https://vendors.epads.gov.pk/>**.

A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. **Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **BDS**, it shall reject the bids.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

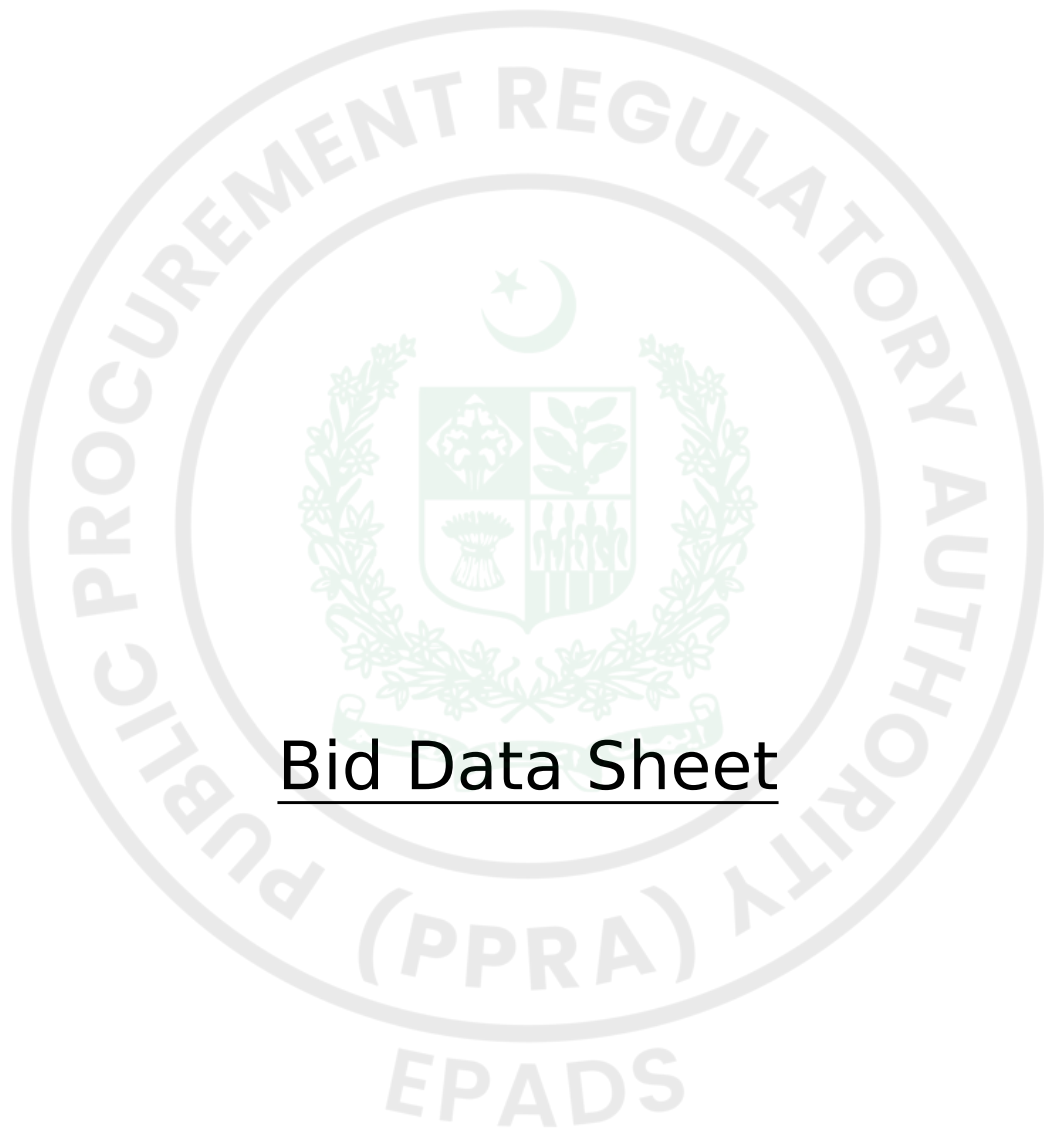
H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Privatisation Commission (Privatisation Commission)**

The subject of procurement is: **PROCUREMENT OF MICROSOFT 365 LICENSES, IMPLEMENTATION, MIGRATION, CONFIGURATION AND SUPPORT SERVICES**

Expected commencement date: **Friday, January 15, 2027**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P124618**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Wednesday, September 30, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Privatisation Commission (Privatisation Commission)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. List of required documents mentioned in Bidding Documents MS365 Licenses under Eligibility Criteria and Evaluation Criteria must be attached with the bid.

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, October 5, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, October 5, 2026**

Time : **11:30 AM**

BDS Clause Number 19

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Company (Private Limited)	FBR (NTN)
Company (Public Limited)	FBR (GSTN)
Company (Holding Company)	SECP
Company (Limited by Guarantee)	Registrar of Firms

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	70
Technical Evaluation Criteria	
Scope must be as per the complete Scope of Work at Section 4 below and technical specifications. (Qualitative)(Doc Required)	30
The bidder must have Experience in successful implementation and migration experience of Microsoft 365 (Exchange Online, Teams, SharePoint Online, OneDrive, Microsoft Entra ID, tenant) for at least three (03) organizations having 100 or more users during the last five (05) years. (Qualitative)(Doc Required)	30
Detailed implementation methodology including tenant (hardening up to L-5) and identity/security architecture, migration plan (for existing mailboxes), testing approach, rollback plan, training plan and knowledge transfer plan. (Qualitative)(Doc Required)	20
Proposed Implementation and onsite support Team shall possess minimum five (05) years Microsoft 365 implementation and administration experience and relevant Microsoft certifications as mentioned in section 5 para d) (Qualitative)(Doc Required)	20

Required Services

Lot Title : PROCUREMENT OF MICROSOFT 365 LICENSES, IMPLEMENTATION, MIGRATION, CONFIGURATION AND SUPPORT SERVICES

Bid Security : 325000 PKR

Position	Delivery Schedule	Quantity
Microsoft 365 Business Premium	Address: 4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory Schedule: 20 Days Quantity: 44/Qty	44/Qty
Microsoft 365 Business Standard License(with Teams)	Address: 4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory Schedule: 20 Days Quantity: 26/Qty	26/Qty
Microsoft 365 Business Premium License with Copilot	Address: 4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory Schedule: 20 Days Quantity: 3/Qty	3/Qty

Position	Delivery Schedule	Quantity
Configuration & Implementation of PC tenant, domain, Exchange online, client and core Apps	Address: 4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory Schedule: 60 Days Quantity: 1/job	1/job
2 months onsite resource support after Go - Live	Address: 4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory Schedule: 60 Days Quantity: 1/job	1/job
4 months remote support	Address: 4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory Schedule: 120 Days Quantity: 1/job	1/job

Related Services :

No



Services Specifications

Lot Title : PROCUREMENT OF MICROSOFT 365 LICENSES, IMPLEMENTATION, MIGRATION, CONFIGURATION AND SUPPORT SERVICES

Position: Microsoft 365 Business Premium

Specifications / Requirements:

Microsoft 365 Business Premium License

Position: Microsoft 365 Business Standard License(with Teams)

Specifications / Requirements:

Microsoft 365 Business Standard License (with Teams)

Position: Microsoft 365 Business Premium License with Copilot

Specifications / Requirements:

Microsoft 365 Business Premium License with Copilot

Position: Configuration & Implementation of PC tenant, domain, Exchange online, client and core Apps

Specifications / Requirements:

Configuration & Implementation of PC tenant, domain, Exchange online, client and core Apps

Position: 2 months onsite resource support after Go – Live

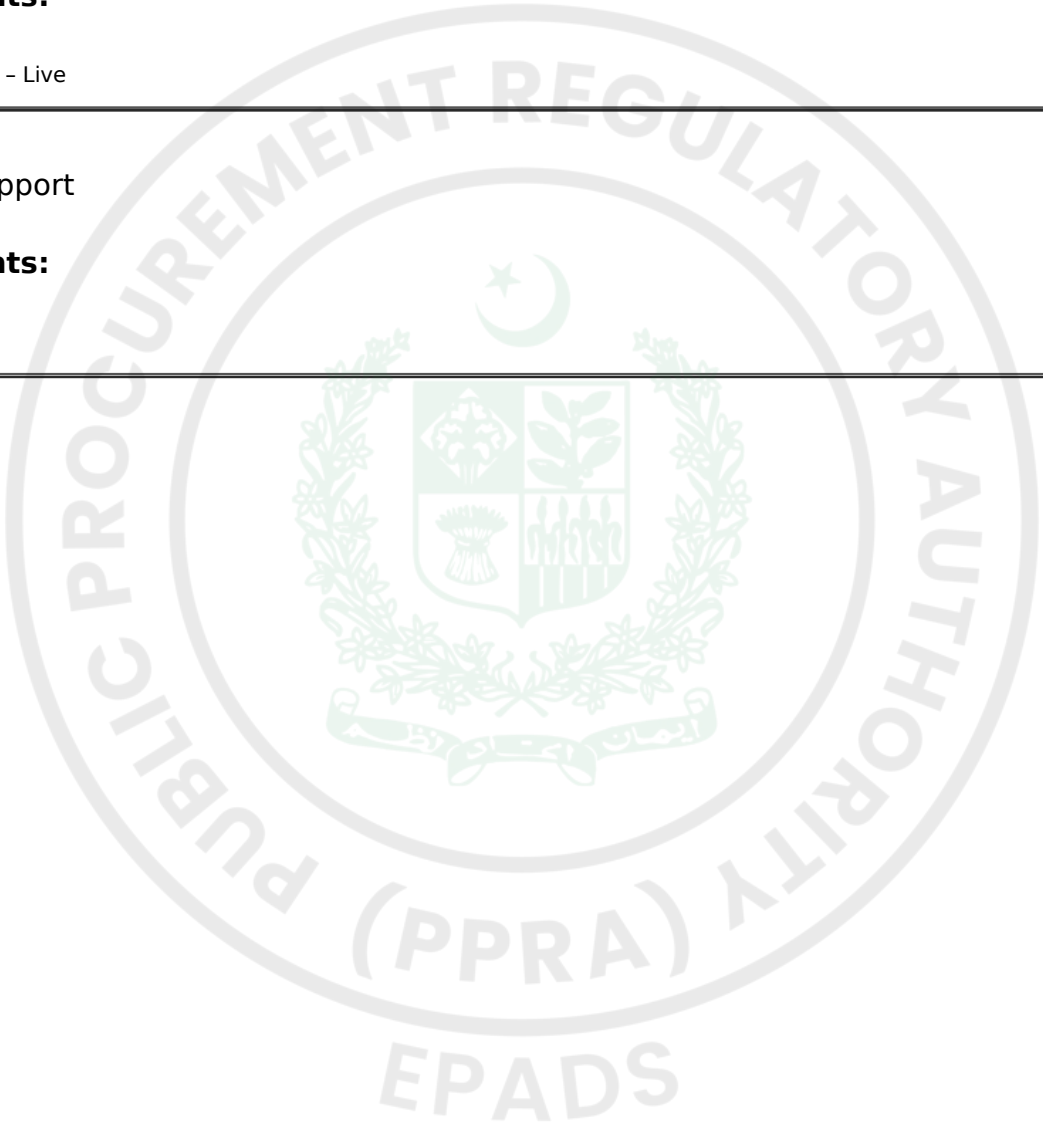
Specifications / Requirements:

2 months onsite resource support after Go – Live

Position: 4 months remote support

Specifications / Requirements:

4 months remote support



Scope of Work

Microsoft 365 licenses for a period of one (01) year, extendable for further two (02) years with same prices subject to applicable approvals of Privatisation Commission with the following requirements:

S. No.	License	Quantity
1	Microsoft 365 Business Premium	44
2	Microsoft 365 Business Standard (with Teams)	26
3	Microsoft 365 Business Premium with Copilot	3

Note: The quantities above are based on the requirement communicated for 73 Microsoft 365 licenses. The bidder shall provide a detailed financial bifurcation for each license category. The final quantities may be adjusted by Privatisation Commission based on approved requirements and available budget. During the contract period, PC reserves the right to procure additional Microsoft 365 licenses at the same quoted unit rates. Any additional licenses procured during the subscription period shall be charged on a prorated basis for the remaining subscription term, in accordance with Microsoft's licensing policies.

The Supplier will design, provision, configure new Microsoft 365 cloud environment from scratch which includes domain migration & configuration, deployment (Tenant, Exchange, SharePoint, Teams) and training for technical staff and end-users and a dedicated 6-month onsite support resource.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

- 30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- 30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.
- 30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

- 31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Privatisation Commission (Privatisation Commission), Deputy Director 4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is:PROCUREMENT OF MICROSOFT 365 LICENSES, IMPLEMENTATION, MIGRATION, CONFIGURATION AND SUPPORT SERVICES

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Privatisation Commission (Privatisation Commission), Deputy Director
4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory
+92-333-586-5117
ddfl@privatisation.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Privatisation Commission (Privatisation Commission), Deputy Director
4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory
+92-333-586-5117
ddfl@privatisation.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.05% to 20.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Banker's Cheque

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge

of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.





Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P124618**

To: **Privatisation Commission (Privatisation Commission), Deputy Director 4th Floor Kohsar Block
Pak Secretariat, Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Privatisation Commission (Privatisation Commission), Deputy Director 4th Floor Kohsar Block Pak Secretariat, Islamabad Capital Territory**

(hereinafter called “the Procuring Agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **PROCUREMENT OF MICROSOFT 365 LICENSES, IMPLEMENTATION, MIGRATION, CONFIGURATION AND SUPPORT SERVICES (P124618)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. *[add here: any other documents]*

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

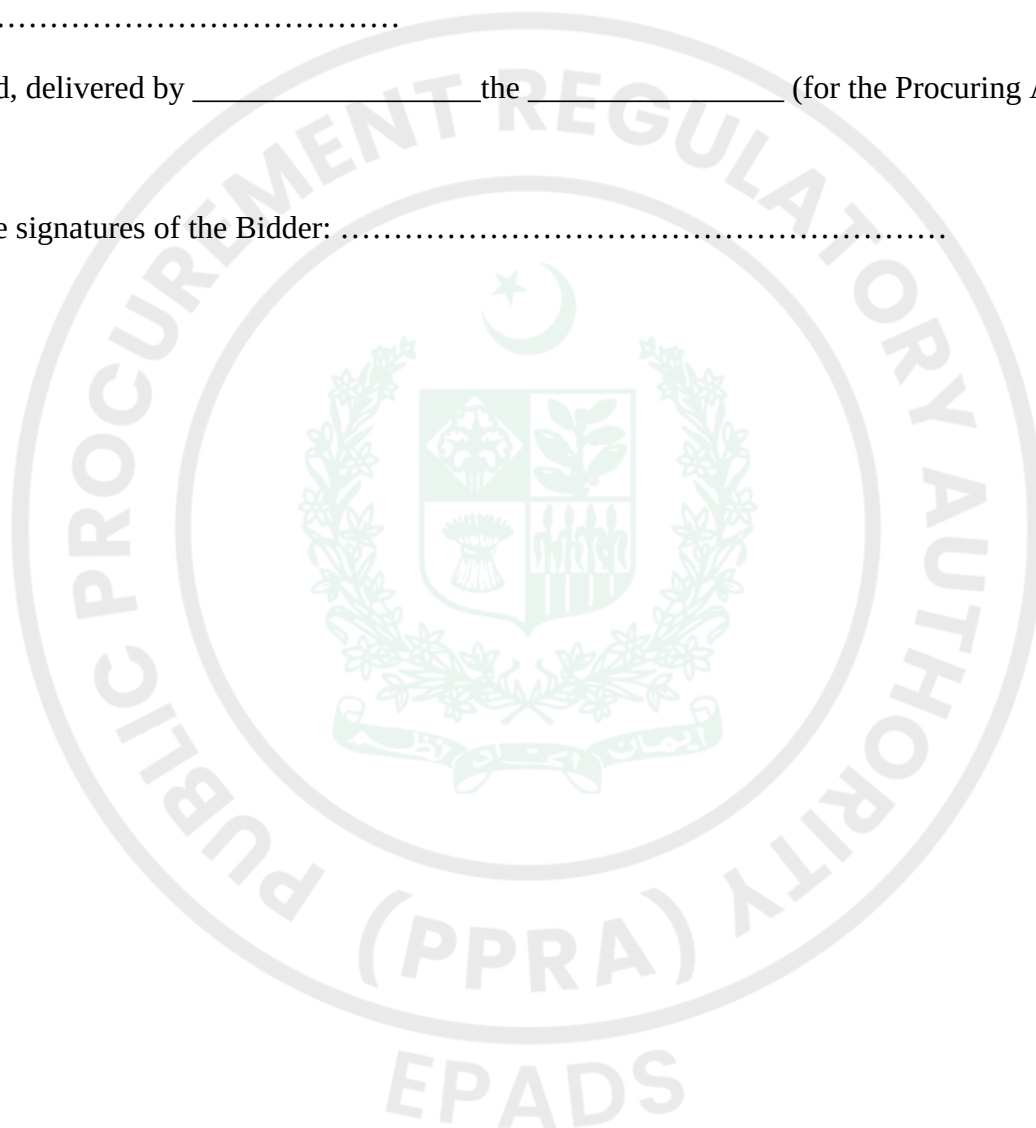
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] 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 GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **Privatisation Commission (Privatisation Commission), Deputy Director 4th Floor Kohsar Block
Pak Secretariat, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

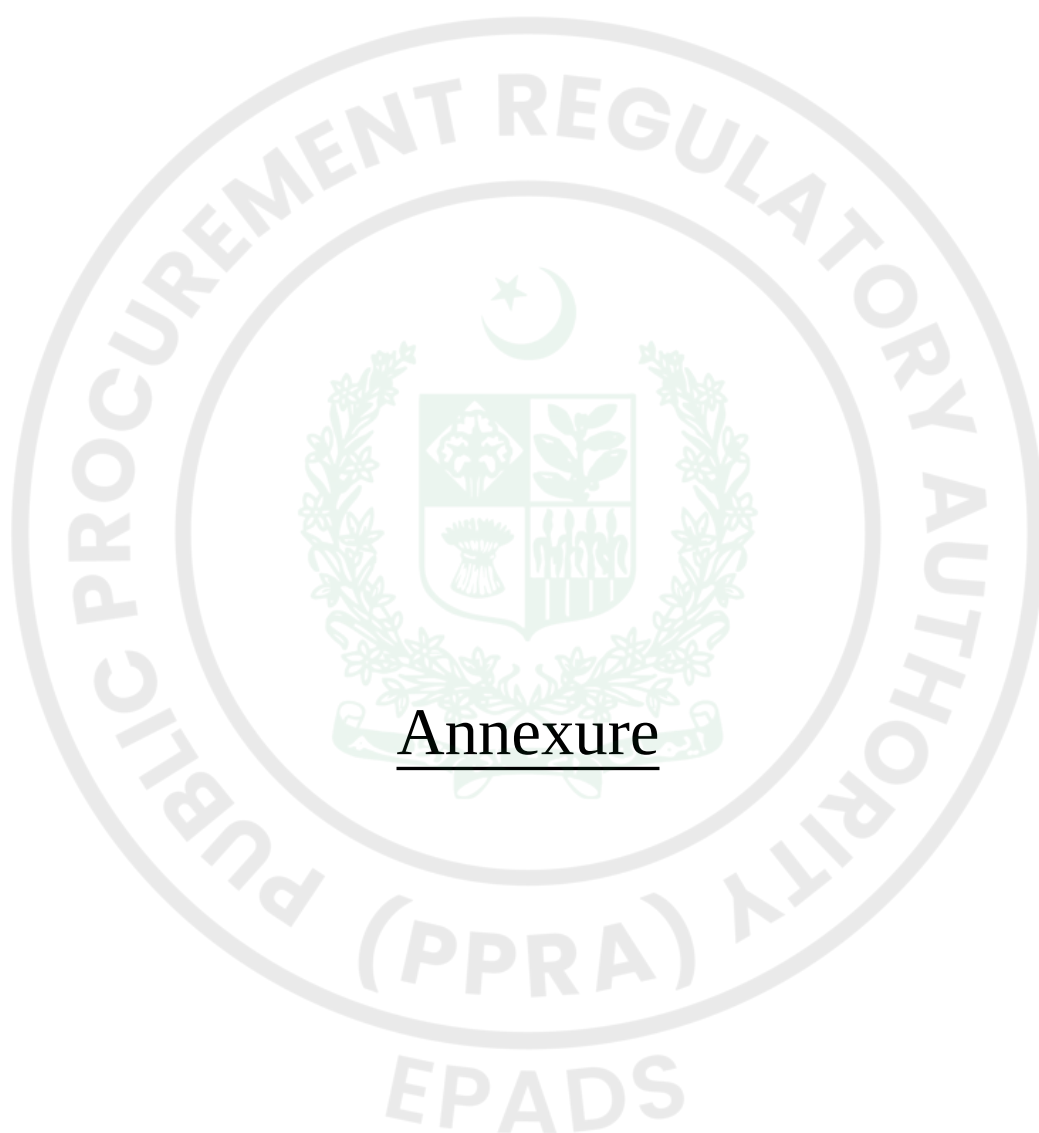
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Annex-A

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-A** (page number: 71)

Annex-B

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-B** (page number: 72)

Annex-C

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-C** (page number: 73)

Annex-D (Contract Agreement)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-D (Contract Agreement)** (page number: 74)

Bidding Document MS365

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Document MS365** (page number: 81)



Procurement Forms

Past Experience and Completed Contracts

The bidder must have Experience in successful implementation and migration experience of Microsoft 365 (Exchange Online, Teams, SharePoint Online, OneDrive, Microsoft Entra ID, tenant) for at least three (03) organizations having 100 or more users during the last five (05) years

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 93)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 94)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 96)





Additional Forms and Documents

BID SUBMISSION FORM

Date: _____

To,

Deputy Director Administration
Privatisation Commission
4th Floor, Pak-Secretariat (Kohsar Block), Constitution Avenue,
Islamabad, Pakistan, Email: ddadm@privatisation.gov.pk
Dear Sir/Madam,

a) I/We, the undersigned, being duly authorized to represent and act on behalf of _____ (hereinafter “the Applicant”), have reviewed and fully understood all clauses of the bidding document issued by the Privatisation Commission.

b) PC and its authorized representatives are hereby authorized to conduct inquiries or investigations to verify statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding financial and technical aspects.

c) PC and its authorized representatives may contact the following persons for further information, including general/managerial, personnel, technical and financial inquiries, when required.

S. No.	Name and Designation	Contact Details
1		
2		

Name and Designation: _____

Signature: _____

Official Stamp: _____

ANNEX – B:

FINANCIAL BID PERFORMA

S. No.	Description	Charges in PKR (inclusive of all taxes)
1	Supple of Microsoft 365 Licenses, configuration and implementation as per Scope of Work	

Note:

1. The vendor shall submit a detailed bifurcation of each license requirement mentioned in Section 4 – Scope of Work, including unit price, quantity, applicable taxes and total price.
2. The terms and conditions shall be applicable as provided in Sections 11 and 12 of this bidding document.
3. All prices shall be quoted in PKR and shall be inclusive of all applicable taxes and charges.

Technical and Financial Evaluation Criteria**i. TECHNICAL EVALUATION CRITERIA:**

Sr. No.	Evaluation Criteria	Maximum Marks	Documents / Evidence Required
1	Scope must be as per the complete Scope of Work at Section 4 below and technical specifications.	30	Compliance matrix duly signed and stamped
2	The bidder must have Experience in successful implementation and migration experience of Microsoft 365 (Exchange Online, Teams, SharePoint Online, OneDrive, Microsoft Entra ID, tenant) for at least three (03) organizations having 100 or more users during the last five (05) years.	30	Completion certificates, Purchase Orders or Client references
3	Detailed implementation methodology including tenant (hardening up to L-5) and identity/security architecture, migration plan (for existing mailboxes), testing approach, rollback plan, training plan and knowledge transfer plan.	20	Detailed Technical Proposal (including implementation plan, timelines and resources details)
4	Proposed Implementation and onsite support Team shall possess minimum five (05) years Microsoft 365 implementation and administration experience and relevant Microsoft certifications as mentioned in section 5 para d)	20	CV's and certifications.
	Total	100	

Note: Minimum qualifying marks are 70 i.e., firms obtaining at least 70 marks in technical evaluation shall be eligible for financial evaluation.

ii. FINANCIAL EVALUATION CRITERIA:

Marks will be awarded as per the following formula:

Financial score = $30 \times \frac{\text{Amount quoted by the lowest bidder}}{\text{Amount quoted by the bidder whose financial score is to be calculated}}$

iii. SELECTION OF FIRM:

Firm who gets the maximum marks after technical & financial evaluation will be awarded the contract.

Draft - CONTRACT AGREEMENT

This Contract Agreement ("Agreement") is made and entered into on this _____ day of _____, 2026, by and between:

PRIVATISATION COMMISSION, GOVERNMENT OF PAKISTAN, having its office at 4th Floor, Pak-Secretariat (Kohsar Block), Constitution Avenue, Islamabad, Pakistan, hereinafter referred to as the "Purchaser" or "PC", which expression shall, where the context so admits, include its successors and permitted assigns;

AND

M/s _____, having its registered office at _____, through its duly authorized representative, hereinafter referred to as the "Supplier/Service Provider", which expression shall, where the context so admits, include its successors and permitted assigns.

The Purchaser and the Supplier/Service Provider are hereinafter collectively referred to as the "Parties" and individually as a "Party."

WHEREAS

The Purchaser invited bids for the Procurement of Microsoft 365 Licenses in accordance with the requirements, specifications, terms and conditions contained in the Bidding Document issued by the Privatisation Commission.

The Supplier/Service Provider submitted its bid in response to the said Bidding Document and has represented that it possesses the required authorization, experience, technical capability and resources to supply, activate, configure, implement and support the required Microsoft 365 licenses and related services.

The Purchaser has accepted the Supplier/Service Provider's bid and has decided to award the Contract for the supply, activation, configuration, implementation, training and support of Microsoft 365 licenses in accordance with the Bidding Document and the Supplier/Service Provider's accepted financial proposal.

NOW, THEREFORE, the Parties agree as follows:

Clause 1 – Contract Documents

The following documents shall form an integral part of this Agreement and shall be read and construed together:

- a) This Contract Agreement;
- b) The Bidding Document issued by the Privatisation Commission;
- c) The Supplier/Service Provider's accepted Bid/Technical Proposal;
- d) The Supplier/Service Provider's accepted Financial Bid/Price Schedule;
- e) The Purchase Order/Work Order issued by the Purchaser;
- f) Any written clarification, amendment or addendum issued by the Purchaser during the bidding process;

and

g) Any subsequent written amendment duly executed by the Parties.

In the event of any inconsistency between the documents forming part of the Contract, the order of precedence shall be as determined by the Purchaser in accordance with the applicable Public Procurement Rules, 2004. and the terms of the Bidding Document.

Clause 2 – Scope of Contract

The contractor shall provide and perform all the work specified in Section 4 of the bidding document.

Clause 3 – Delivery and Activation

The Supplier/Service Provider shall supply and activate all Microsoft 365 licenses within twenty (20) days from the issuance of the Purchase Order/intimation letter by the Purchaser, or within such other period as may be specified in the Purchase Order or applicable procurement documents.

The Supplier/Service Provider shall be responsible for timely activation, configuration and provision of the licenses and associated services in accordance with the approved implementation plan.

Any delay attributable to the Supplier/Service Provider shall be dealt with in accordance with the liquidated damages and other applicable provisions of this Agreement and the Bidding Document.

Clause 4 – Inspection, Verification and Acceptance

The Purchaser shall have the right to inspect and verify the licenses, activation status, configuration and associated deliverables.

The Supplier/Service Provider shall provide all necessary information, documentation, access and assistance required by the Purchaser for verification.

Payment shall be processed only after satisfactory inspection, verification and confirmation by the Purchaser that the licenses and related deliverables are active, operational and compliant with the approved specifications.

Any license, service or deliverable that does not conform to the Contract requirements shall be rectified by the Supplier/Service Provider at its own cost and without prejudice to the Purchaser's other contractual rights.

Clause 5 – Warranty, Maintenance and Support

The Supplier/Service Provider shall provide complete and genuine Microsoft 365 license subscriptions and shall provide warranty, maintenance and technical support services throughout the applicable contract/license period.

All Microsoft licenses supplied shall be genuine, valid, properly licensed and lawfully sourced through the Supplier/Service Provider's authorized Microsoft licensing channel.

The Supplier/Service Provider warrants that the licenses shall be properly assigned to the Purchaser and shall remain valid and operational for the contracted subscription period.

The Supplier/Service Provider shall provide onsite support (one resource) at the Privatisation Commission Office, Islamabad, and offsite/remote support as required under section 4 of the Bidding Document.

Clause 6 – Contract Price

The total Contract Price shall be PKR _____/- (Pakistani Rupees _____ only), inclusive of all applicable taxes, duties, levies, fees and other statutory charges, as specified in the accepted Financial Bid.

The Supplier/Service Provider shall not charge any amount in excess of the approved Contract Price except where such variation is approved through a written amendment to the Contract in accordance with applicable PPRA Rules, 2004.

The quoted price shall remain valid for any approved extension of the license period for a further two (02) years and approval by the Purchaser.

Clause 7 – Payment

Payments shall be made in accordance with the payment schedule contained in the Bidding Document and the accepted Financial Bid.

Payment shall be subject to satisfactory delivery/activation, inspection and verification of the relevant licenses and deliverables.

The Supplier/Service Provider shall submit original commercial/GST invoices and all required supporting documents for processing of payment.

The Purchaser shall process payment within thirty (30) days of receipt of a complete and verified invoice, subject to fulfillment of all contractual requirements.

All applicable taxes, duties, levies and statutory deductions shall be dealt with in accordance with the laws and rules applicable in Pakistan.

The Supplier/Service Provider shall be responsible for all applicable taxes, duties, license fees, insurance, transportation, handling and other incidental charges included in the Contract Price.

Clause 8 – Performance Security

The successful Vendor shall submit performance security equivalent to ten percent (10%) of the value of the Services component only, excluding the Microsoft 365 License, in the form prescribed by the Purchaser and in accordance with applicable PPRA Rules, 2004.

The Performance Security shall remain valid for the contract period, or such other period as may be specified by the Purchaser in accordance with the Contract.

The Performance Security may be encashed/forfeited in accordance with the Contract and applicable PPRA Rules, 2004. in case of default, breach or failure by the Supplier/Service Provider to fulfill its contractual obligations.

Clause 9 – Taxes and Duties

The Supplier/Service Provider shall be entirely responsible for all applicable taxes, duties, levies, fees and other statutory charges imposed under the laws of Pakistan in connection with the performance of this Contract.

The Purchaser shall make applicable statutory deductions at source in accordance with Government rules and regulations.

The Supplier/Service Provider shall maintain valid registration and active taxpayer status with the relevant tax authorities throughout the Contract period, where applicable.

Clause 10 – Assignment and Subcontracting

The Supplier/Service Provider shall not assign, transfer or subcontract, in whole or in part, any of its rights or obligations under this Contract without the prior written approval of the Purchaser.

Any approved subcontracting shall not relieve the Supplier/Service Provider of its responsibility for the performance of the Contract.

Clause 11 – Contract Amendment

No variation, modification or amendment to this Contract shall be valid unless made in writing and duly approved/signed by the authorized representatives of both Parties.

The Purchaser may, where required and in accordance with applicable PPRA Rules, 2004., issue written instructions for approved changes in the scope or requirements.

The Supplier/Service Provider shall not implement any change that has not been approved in writing by the Purchaser.

Clause 12 – Termination for Default

If the Supplier/Service Provider fails to perform its obligations, delays performance, violates any provision of this Contract or otherwise commits a material breach, the Purchaser may issue written notice specifying the nature of the default.

The Supplier/Service Provider shall ordinarily be allowed fifteen (15) working days, or such longer period as the Purchaser may allow in writing, to remedy the default.

If the Supplier/Service Provider fails to remedy the default within the specified period, the Purchaser may terminate the Contract in whole, subject to applicable law and PPRA Rules, 2004.

Where the Contract is terminated for default, the Purchaser may procure similar services from another source and the Supplier/Service Provider shall be liable for any additional/excess costs incurred by the Purchaser, without prejudice to any other remedy available under the Contract or law.

Clause 13 – Blacklisting

In the event of failure or delay in performance, material breach of Contract, violation of contractual obligations, or involvement in corrupt, fraudulent, collusive or coercive practices, the Purchaser may initiate

appropriate proceedings, including blacklisting proceedings, in accordance with applicable Public Procurement Rules, 2004.

Clause 14 – Liquidated Damages / Penalty

In case of delay in delivery or activation of Microsoft 365 licenses beyond the stipulated delivery period, the Supplier/Service Provider shall be liable to pay liquidated damages at the rate of 0.05% of the Contract value for each day of delay, subject to a maximum of 20% of the total charges of the delayed licenses.

The Purchaser may deduct such liquidated damages from any invoice or payment due to the Supplier/Service Provider.

Delay caused directly by a Force Majeure event, duly established in accordance with Clause 15, shall not be treated as delay attributable to the Supplier/Service Provider.

Time shall be of the essence with respect to the delivery and activation requirements.

Clause 15 – Force Majeure

Force Majeure means an event beyond the reasonable control of the affected Party that makes performance of its contractual obligations impossible or impracticable, including but not limited to war, riots, floods, storms, industrial actions beyond the control of the affected Party, confiscation or other actions of Government agencies.

The Supplier/Service Provider shall promptly notify the Purchaser in writing of the occurrence of any Force Majeure event, specifying the nature, cause and expected duration of the event.

The Supplier/Service Provider shall continue to perform its obligations to the extent reasonably practicable and shall use reasonable efforts to mitigate the effects of the Force Majeure event and identify alternative means of performance.

Force Majeure shall not include events arising from negligence or intentional acts of a Party, events that could reasonably have been anticipated and avoided, insufficiency of funds or failure to make required payments.

Clause 16 – Dispute Resolution

The Parties shall make every reasonable effort to resolve amicably, through direct negotiations, any disagreement, dispute or claim arising out of or relating to this Contract.

If the dispute remains unresolved for thirty (30) working days from commencement of informal negotiations, either Party may require the dispute to be referred for resolution through arbitration in accordance with the applicable laws of Pakistan.

The place of arbitration shall be Islamabad, Pakistan, unless otherwise agreed by the Parties or provided by applicable law.

The arbitral award shall be final and binding upon the Parties, subject to applicable law.

Clause 17 – Applicable Law

This Contract shall be governed by and construed in accordance with the laws of Pakistan.

The Parties shall comply with all applicable Federal Government laws, rules, regulations, procurement requirements and directions relevant to the performance of this Contract.

Clause 18 – Notices

All notices, instructions, requests and communications under this Contract shall be made in writing and delivered to the authorized representatives of the Parties at their respective addresses.

For the Purchaser:

Deputy Director Administration

Privatisation Commission

4th Floor, Pak-Secretariat (Kohsar Block),

Constitution Avenue, Islamabad, Pakistan

Email: ddadm@privatisation.gov.pk

For the Supplier/Service Provider:

Name: _____

Designation: _____

Company: _____

Address: _____

Email: _____

Telephone: _____

Clause 19 – Entire Agreement

This Contract, together with the Bidding Document, accepted Bid, accepted Financial Bid, Purchase Order and other documents expressly incorporated herein, constitutes the entire agreement between the Parties concerning the subject matter hereof.

No waiver, modification or variation shall be binding unless made in writing and approved by the authorized representatives of the Parties.

Clause 20 – Term of Agreement

This Agreement shall remain effective for the period specified in the Purchase Order/Contract and shall cover the one (01) years Microsoft 365 license subscription period.

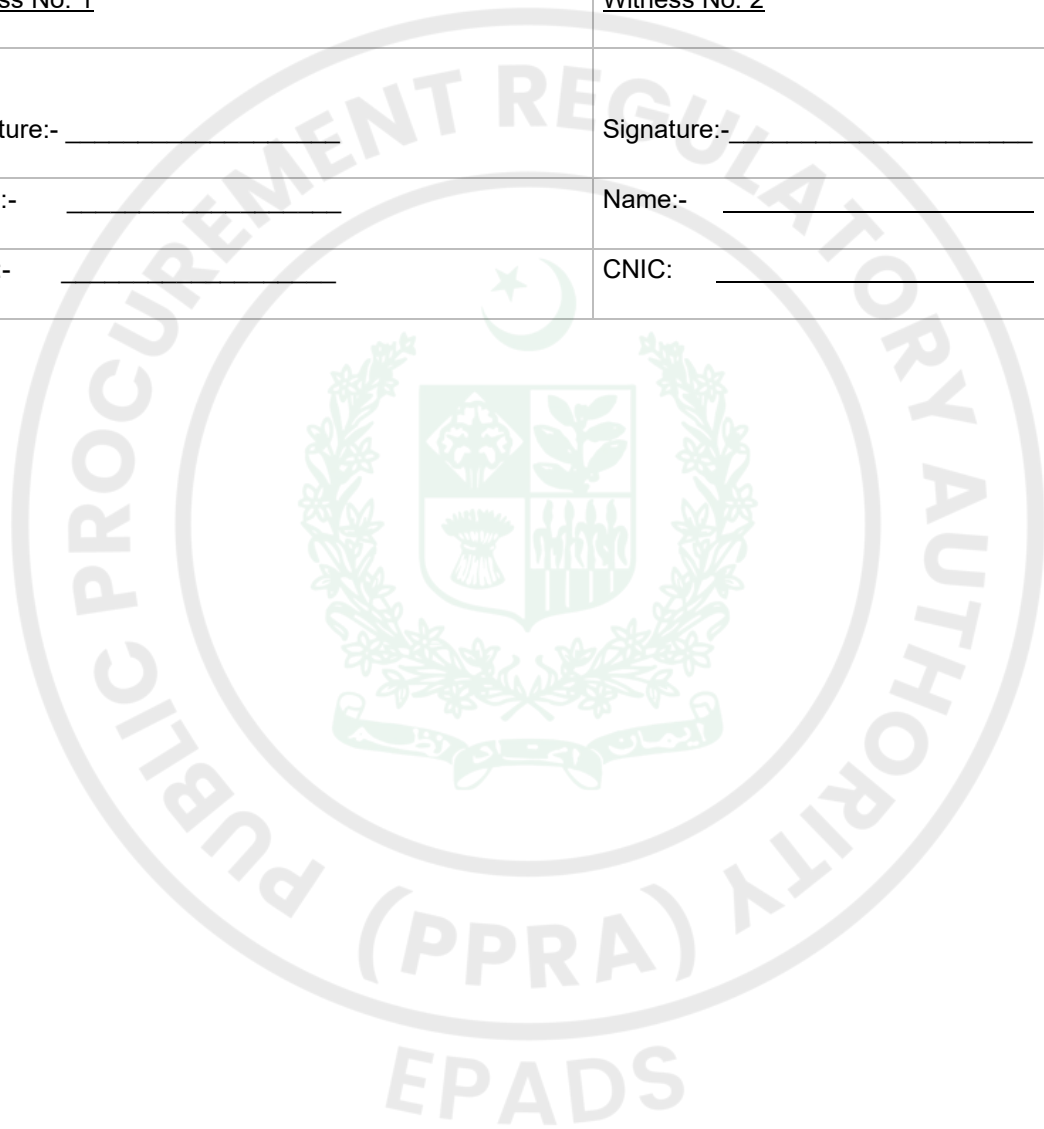
An extension for a further period of two (02) years shall be subject to the Purchaser's approval, applicable Public Procurement Rules, 2004., availability of budget and Microsoft pricing remaining the same.

IN WITNESS WHEREOF

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

Signature of the Supplier/contractor	Signature of Purchaser/Employer

Name: - _____ CNIC:- _____ M/s _____	Privatisation Commission Islamabad
<u>Witness No. 1</u>	<u>Witness No. 2</u>
Signature:- _____	Signature:- _____
Name:- _____	Name:- _____
CNIC:- _____	CNIC: _____



**GOVERNMENT OF PAKISTAN
PRIVATISATION COMMISSION**

**BIDDING DOCUMENT
PROCUREMENT OF MICROSOFT 365 IMPLEMENTATION &
LICENSES**

FOR

**GOVERNMENT OF PAKISTAN
PRIVATISATION COMMISSION**

Deputy Director Administration

Privatisation Commission

**4th Floor, Pak-Secretariat (Kohsar Block),
Constitution Avenue, Islamabad, Pakistan**

DISCLAIMER

This bidding document has been prepared for inviting bids for procurement & implementation of Microsoft 365 licenses for the Privatisation Commission, Government of Pakistan.

The bidding document, information, evaluation criteria and draft contract shall be used for selection of the most responsive bidder. Privatisation Commission employees, personnel, agents, consultants, advisors and bidders shall not be liable to reimburse or compensate the recipient of the document or prospective bidder for costs, fees, damages or expenses incurred in evaluating or acting upon this document or otherwise in connection with the assignment contemplated herein.

Submission of bids by prospective bidders shall be deemed to be upon full comprehension and agreement with all terms of this document and shall constitute acceptance of the terms and conditions stated herein.

Bids submitted in response to the Invitation to Bid shall be construed to be based on full understanding and comprehension of each clause of the document after due diligence and careful verification and examination of the information, data, criteria, terms and conditions mentioned herein. Mere obtaining of the document and participation in the bidding process shall neither constitute a solicitation to invest nor be deemed a guarantee or commitment on the part of the Privatisation Commission that the contract shall be awarded.

Privatisation Commission reserves the right, in its full discretion and in accordance with applicable Public Procurement Rules, 2004., to modify the document or assignment at any time prior to award of contract and shall not be liable to reimburse or compensate bidders for any cost, taxes, expenses or damages incurred during participation in the bidding process.

Privatisation Commission reserves the right, in accordance with applicable procurement laws and regulations, to revoke the bidding process and reject all bids or proposals at any time prior to acceptance of a bid or proposal and shall incur no liability solely by virtue of exercising such right.

Mere submission of bids does not create any right of the bidder to selection or award of contract.

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1. INVITATION TO BID

The Privatisation Commission, Government of Pakistan, hereinafter referred to as "PC", intends to invite sealed bids from eligible Authorized Microsoft Cloud Solution Providers (CSPs) in Pakistan for procurement of Microsoft 365 licenses for a period of three (03) years.

Interested companies/firms duly registered with the relevant income tax and sales tax authorities are invited to participate in the bidding process.

Mode of Advertisement: The tender shall be advertised through the prescribed procurement channels and/or the Privatisation Commission's official website, in accordance with applicable Public Procurement Regulatory Authority (PPRA) rules and regulations.

2. INSTRUCTIONS TO BIDDERS

2.1 Eligibility Criteria

The bid submitted MUST meet each of the following conditions to be considered qualified:

Sr. No.	Eligibility Criteria	Documents / Evidence Required
1	The bidder must be Authorized Microsoft Cloud Solution Provider (CSP) with active status and following capabilities: 1. Microsoft customers with size of 100 employees 2. The partner should be registered under government industry with Microsoft 3. The vendor must be registered as reseller 4. The vendor must have deployment/migration registration by Microsoft 5. Vendors with LSP partnership will be given preference	Valid Microsoft CSP certificate and MS official website registration
2	The bidder must have a registered office and local implementation and post-implementation support team in Islamabad. Vendor must share defined response and resolution service levels with an escalation matrix; monthly reporting and the quality of the post-six-month remote support commitment.	Office address and Team structure Support SLA with escalation matrix for 6 months
3	The bidder must not be blacklisted by any Federal or Provincial Government organization.	
4	The bidder must be a registered firm or company for at least three (03) years and ISO 9001 Certified.	
5	The bidder must be registered with FBR as an Active Taxpayer.	Valid Certificates

2.2 Evaluation Criteria

Sr. No.	Evaluation Criteria	Maximum Marks	Documents / Evidence Required
1	Scope must be as per the complete Scope of Work at Section 4 below and technical specifications.	30	Compliance matrix duly signed and stamped
2	The bidder must have Experience in successful implementation and migration experience of Microsoft 365 (Exchange Online, Teams, SharePoint Online, OneDrive, Microsoft Entra ID, tenant) for at least three (03) organizations having 100 or more users during the last five (05) years.	30	Completion certificates, Purchase Orders or Client references
3	Detailed implementation methodology including tenant (hardening up to L-5) and identity/security architecture, migration plan (for existing mailboxes), testing approach, rollback plan, training plan and knowledge transfer plan.	20	Detailed Technical Proposal (including implementation plan, timelines and resources details)
4	Proposed Implementation and onsite support Team shall possess minimum five (05) years Microsoft 365 implementation and administration experience and relevant Microsoft certifications as mentioned in section 4 (Warranty, Maintenance and Support clause d)	20	CV's and certifications.
	Total	100	

The following documentary evidence **MUST** be attached with the bid:

- a) Registration documents: in case of a company, Certificate of Incorporation issued by SECP; in case of a firm, Form-C or equivalent registration document issued by the Registrar of Firms.
- b) Copy of letter/certificate issued by Microsoft confirming Authorised Microsoft Cloud Solution Provider (CSP) status.
- c) Copies of purchase orders/contracts issued by at least three clients in Pakistan for supply of Microsoft 365/Office 365 licenses during the past five years.
- d) Affidavit/undertaking on appropriate stamp paper that the bidder has not been declared blacklisted by any Federal or Provincial Government institution.
- e) Copies of Income Tax and Sales Tax registration certificates (NTN and STRN), and evidence of Active Taxpayer status verifiable through FBR.
- f) Copy of registration letter, utility bill, tenancy agreement or any other acceptable document establishing the bidder's registered office in Islamabad.
- G) Detailed Technical proposal as mentioned under section 2.3 of Bid Requirement.

Any missing documentation resulting in PC being unable to substantiate eligibility shall result in disqualification of the bid.

Evaluation Criteria:

- a) Technical proposals will have 70% weight age in evaluation. Marks will be awarded as per the criteria given at **Annex-C**. Minimum qualifying marks are 70 i.e. bidders obtaining at least 70 marks in technical evaluation shall be eligible for financial evaluation.
- b) Financial proposals will have 30% weight age in evaluation. Marks for financial evaluation will be awarded as per the criteria given at **Annex-C**.
- c) Only technically qualified firms will be informed to attend the financial bid opening. The financial bids of technically disqualified bidder will be returned un-opened. Bidders are encouraged to structure their proposal generally along these evaluation criteria. Information provided that does not pertain to these evaluation criteria will not be considered.

2.3 Bid Requirements

The bidding process shall follow the applicable PPRA procurement procedure specified in the tender notice. The technical and financial proposals shall be submitted in the prescribed manner.

i. Technical Section:

- a) **Annex-A** – Bid Submission Form, signed and stamped by an authorized representative of the bidder.
- b) Deliverables as per Section 4 – Scope of Work.
- c) All documentary evidence required under the Eligibility and Evaluation Criteria.
- d) Signed and stamped copy of this bidding document by the authorized representative of the bidder, confirming compliance with each clause and sub-clause.

ii. Financial Section:

- a) **Annex-B** – Financial Bid Performa, duly signed and stamped by the authorized representative.
- b) Bid security of PKR 325,000/- in the form prescribed in the tender notice, in favour of the Privatisation Commission.
- c) The proposal shall remain valid for a period of one hundred twenty (120) days from the bid submission date, unless otherwise specified in the tender notice.
- d) Taxes shall be deducted at the time of payment in accordance with Government rules and regulations.
- e) All payments shall be subject to the active taxpayer status of the service provider at the time of release of payment.
- f) The service provider shall be responsible for all applicable taxes, stamp duty, duties, fees and other statutory impositions, deemed to be included in the financial bid.
- g) Prices shall be quoted in PKR inclusive of all applicable taxes.
- h) The quoted price shall remain valid for extension of the license period for a further two (02) years, subject to Microsoft pricing remaining the same and approval by PC.

3. BIDDING DETAILS

All bids must be accompanied by bid security as specified in this tender document and/or tender notice in favour of the Privatisation Commission. Complete bids must be delivered/submitted on EPADS by the date and time specified in the tender notice. Bids shall be opened at the time and place specified in the tender notice.

The bidder shall be fully and completely responsible for all submissions on EPADS.

4. TENDER SCOPE

Microsoft 365 licenses for a period of one (01) year, extendable for further two (02) years with same prices subject to applicable approvals of Privatisation Commission with the following requirements:

S. No.	License	Quantity
1	Microsoft 365 Business Premium	44
2	Microsoft 365 Business Standard (with Teams)	26
3	Microsoft 365 Business Premium with Copilot	3

Note: The quantities above are based on the requirement communicated for 73 Microsoft 365 licenses. The bidder shall provide a detailed financial bifurcation for each license category. The final quantities may be adjusted by Privatisation Commission based on approved requirements and available budget. During the contract period, PC reserves the right to procure additional Microsoft 365 licenses at the same quoted unit rates. Any additional licenses procured during the subscription period shall be charged on a prorated basis for the remaining subscription term, in accordance with Microsoft's licensing policies.

The Supplier will design, provision, configure new Microsoft 365 cloud environment from scratch which includes domain migration & configuration, deployment (Tenant, Exchange, SharePoint, Teams) and training for technical staff and end-users and a dedicated 6-month onsite support resource.

Phase	Supplier Activities	Deliverable / Sign-off Criteria
Project Initiation & Solution Design	1. Conduct project kickoff meeting. 2. Gather business and technical requirements. 3. Prepare implementation plan and project schedule. 4. Submit solution design document. 5. Gather business and technical requirements.	Approved implementation plan, approved solution design document, Project kickoff sign-off.
Microsoft 365 Tenant & Identity Setup	1. Provision new Microsoft 365 tenant & verify existing domains. 2. Configure Microsoft Entra ID including (users, groups and administrative roles, Assign Microsoft 365 licenses, Conditional Access, Multi-Factor Authentication (MFA).	Operational Microsoft 365 tenant. Verified domains. Users and licenses configured.
Exchange Online & Email Services	1. Configure Exchange Online. 2. Create user and shared mailboxes & mail flow. 3. Update DNS records (MX, Autodiscover, SPF, DKIM and DMARC). 4. Perform mailbox migration (from existing). 5. Validate email functionality.	Successful mail flow validation.

Collaboration Services	Microsoft Teams: Configure Teams policies, channels external and collaboration policies. SharePoint Online: Design SharePoint Online site architecture, communication Site and Team Sites. Configure document libraries, permissions, versioning, metadata and sharing policies. Configure SharePoint homepage, navigation, branding, and search. OneDrive for Business: Configure user storage quotas and sharing policies.	Operational Teams, SharePoint and OneDrive.
Security, Testing & Go-Live	Validate all Microsoft 365 services, perform functional testing and conduct User Acceptance Testing (UAT).	UAT sign-off & production Go-live approval.
Training & Documentation	Deliver administrator training and end-user training.	User guides.
The final support model shall comprise two (2) months of onsite support after Go – Live followed by four (4) months of remote support.	Two (2) months of onsite support after Go – Live followed by four (4) months of remote support. The corresponding support deliverables, staffing and payment provisions shall be interpreted accordingly.	Dedicated onsite resources deployed.

5. WARRANTY, MAINTENANCE AND SUPPORT

- The vendor shall provide the complete Microsoft 365 license subscriptions to PC and shall provide software warranty, maintenance and support services (Two (2) months of onsite support after Go – Live followed by four (4) months of remote support at PC Office in Islamabad and offsite remotely) throughout the contract term.
- The vendor shall warrant that all Microsoft licenses are genuine, valid and free from defects in materials and workmanship under normal use.
- The vendor warrants that all license subscriptions are verified, properly assigned to PC and shall perform in accordance with Microsoft's applicable documentation and licensing terms and same should not offered to anyone else.
- The Supplier shall deploy one (1) full-time dedicated onsite Microsoft 365 Support Engineer for a period of two (02) months. The resource shall have a minimum of five (5) years hands-on experience in Microsoft 365 administration and support, including Microsoft Entra ID, Exchange Online, Teams, SharePoint Online, and OneDrive for Business. The resource must have one of the following certifications:
 - Microsoft 365 Certified: Administrator Expert (Preferred)
 - Microsoft Certified: Endpoint Administrator Associate
 - Microsoft Certified: Identity and Access Administrator Associate

The deployed resource shall be responsible for administration, troubleshooting, user support, system monitoring and knowledge transfer. Any replacement of the onsite resource shall be subject to the Client's prior approval and the replacement shall have qualifications and experience equal to exiting resource.

6. BID SECURITY

- a) Bid Security of PKR 325,000/-, in the form prescribed in the tender notice, shall be attached with the financial section of the bid in shape of bank draft or bank's cheque in the name of Privatisation Commission.
- b) Bid security other than the specified form shall not be entertained or accepted.
- c) PC shall reject and return bids that do not comply with the bid security requirement.
- d) Bid security of unsuccessful bidders shall be released in accordance with applicable Public Procurement Rules, 2004. after award of contract.
- e) Bid security must remain valid for at least the bid validity period.
- f) Bid security may be forfeited in case of corrupt, fraudulent, collusive or coercive practices, or other circumstances specified under applicable Public Procurement Rules, 2004.
- g) Bid security of the successful bidder shall be released after signing of the contract and submission of performance security, where applicable.

7. TENDER VALIDITY

The Tender shall have a minimum validity period of one hundred twenty (120) days from the last date of closing of tender. PC may solicit the bidder's consent to an extension of the validity period. Any extension of bid validity shall be accompanied by a corresponding extension of bid security validity.

8. CORRECTION OF ERRORS / AMENDMENT OF TENDER

- a) If there is a discrepancy between the amount in figures and words for the Total Tender Price, the amount consistent with the Price Schedule shall govern.
- b) If there is a discrepancy between unit rate and total price resulting from incorrect multiplication, the quoted unit rate shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point.
- c) If there is a discrepancy between the sum of itemized prices and total tender price, the actual sum of itemized prices shall govern.
- d) The tender price determined after arithmetic corrections shall be termed the Corrected Total Tender Price and shall be binding upon the bidder.

9. REJECTION / ACCEPTANCE OF THE BID

PC may reject all bids or proposals at any time prior to acceptance of a bid or proposal in accordance with applicable Public Procurement Rules, 2004.

The Tender may be rejected if it is:

- a) Substantially non-responsive in the manner prescribed in this tender document.
- b) Submitted other than in prescribed forms, annexes, schedules or documents, or through a mode other than specified.
- c) Incomplete, partial, conditional, alternative or late.

- d) The bidder refuses to accept the corrected total tender price.
- e) The bidder has a conflict of interest with the purchaser.
- f) The bidder attempts to influence tender evaluation or contract award.
- g) The bidder engages in corrupt or fraudulent practices.
- h) The bidder fails to meet eligibility, qualification or evaluation criteria.
- i) The bidder has been blacklisted by any public sector organization or otherwise becomes ineligible under applicable rules.
- j) There is any material discrepancy, non-conformity, inconsistency or irregularity in the submitted bid.
- k) The bidder submits financial conditions not in conformity with the tender document.
- l) Verifiable proof against mandatory documentary, qualification or eligibility requirements is not submitted.

10. CONTRACT LANGUAGE

The Contract and all documents relating to the Contract exchanged between the Vendor and PC shall be in English. The Vendor shall bear all costs of translation to English and all risks concerning the accuracy of such translation.

11. PAYMENT

The Vendor shall provide all necessary supporting documents along with the invoice. All payments shall be subject to applicable taxes, duties and levies under the laws of Pakistan.

12. PAYMENTS SCHEDULE

Payment shall be made after inspection and verification of all licenses and confirmation, to the satisfaction of PC, that all licenses are active and operational in accordance with the specifications given in the bidding document.

Deliverable/Milestone	Payment %age
Delivery of MS 365 Licenses	70
Configuration & Implementation of PC tenant, domain, Exchange online, client and core Apps	20
2 months onsite resource support after Go – Live	5
4 months remote support	5

Payment shall be processed upon receipt of original commercial/GST invoice and required supporting documents.

The Service Provider shall be responsible for all taxes, duties, license fees, insurance, freight, local transportation, handling and other incidental charges applicable under the contract.

PC shall process payment within thirty (30) working days of submission of a complete and verified invoice, subject to fulfillment of contractual requirements.

13. PRICE

The Vendor shall not charge prices for services or other obligations under the Contract that vary from the prices quoted in the approved financial bid, except where a written amendment is made in accordance with the Contract and applicable rules.

14. CONTRACT AMENDMENT

PC may, by written notice served upon the Vendor, alter or amend the Contract for an identified need or requirement in accordance with prevailing rules and regulations. The Vendor shall not execute any change unless PC has approved the change by written order. No variation or modification shall be made except by written amendment signed by both PC and the Vendor.

15. ASSIGNMENT / SUBCONTRACT

The Vendor shall not assign or subcontract its obligations under the Contract, in whole or in part, without prior written approval of PC.

16. BLACKLISTING

If the Vendor fails or delays in performance, violates any provision of the Contract, commits a breach of any term or condition, or engages in corrupt or fraudulent practices in competing for or executing the Contract, PC may, without prejudice to any other right or remedy, initiate blacklisting proceedings in accordance with applicable Public Procurement Rules, 2004.

17. TERMINATION FOR DEFAULT

If the Vendor fails or delays in performance, violates any provision of the Contract or commits a breach of any term or condition, PC may, by written notice, indicate the nature of the default and terminate the Contract in whole or in part, subject to applicable law and Public Procurement Rules, 2004. Termination shall ordinarily be resorted to where the Vendor fails to cure the default within fifteen (15) working days, or such longer period as PC may allow in writing, after receipt of notice.

If PC terminates the Contract for default, PC may procure similar services through another source and the Vendor shall be liable for any excess costs, without prejudice to other remedies available to PC.

18. FORCE MAJEURE

For the purpose of this Contract, Force Majeure means an event beyond the reasonable control of a party that makes performance of contractual obligations impossible or impracticable, including but not limited to war, riots, storms, floods, industrial actions beyond the control of the invoking party, confiscation or other actions by Government agencies.

The Vendor shall not be liable for liquidated damages or other contractual consequences to the extent that failure or delay is directly caused by a Force Majeure event. The Vendor shall promptly notify PC in writing, identify the cause and continue performance to the extent reasonably practical, seeking reasonable alternative means of performance.

Force Majeure shall not include events caused by negligence or intentional action of a party, events that could reasonably have been anticipated and avoided, insufficiency of funds or failure to make required payments.

19. DISPUTE RESOLUTION

PC and the Vendor shall make every effort to resolve amicably, through direct informal negotiation, any disagreement or dispute arising under or in connection with the Contract.

If the dispute remains unresolved after thirty (30) working days from commencement of informal negotiations, either party may require the dispute to be referred for resolution through arbitration in accordance with the applicable laws of Pakistan. The place of arbitration shall be Islamabad, Pakistan, unless otherwise agreed or provided by law. The award shall be final and binding on the parties.

20. TAXES AND DUTIES

The Vendor shall be entirely responsible for all applicable taxes, duties, levies, fees and other statutory charges imposed under the laws of Pakistan in connection with the Contract. PC may make inquiries regarding income tax and sales tax status with the concerned authorities.

21. DELIVERY PERIOD

The Service Provider must supply and activate all Microsoft 365 licenses within twenty (20) days from issuance of the Purchase Order/intimation letter by PC, or within such other period specified in the tender notice or contract.

22. PENALTY

- a) In case of delay in delivery/activation of licenses beyond the stipulated delivery period, the Service Provider shall be liable to pay liquidated damages at the rate of 0.05% of the contract value for each day of delay, up to a maximum of 20% of the total charges of the delayed licenses.
- b) Penalties may be deducted from invoices/payments due to the Service Provider.
- c) Delay caused by Force Majeure shall not be considered delay attributable to the Service Provider.
- d) Time shall be of the essence in relation to the delivery/activation date; non-compliance may result in penalty and, where warranted, cancellation of the Purchase Order.

23. PERFORMANCE SECURITY

The successful Vendor shall submit performance security equivalent to ten percent (10%) of the value of the Services component only, excluding the Microsoft 365 License component, in the form prescribed by PC and applicable Public Procurement Rules, 2004. The performance security shall be retained for the contract period or such other period as specified in the Contract.

24. SUBMISSION OF PROPOSALS

Both Financial and Technical proposals should be submitted on EPADS.

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

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☐ Not debarred due to deviation from commitment of Bid Securing Declaration- ☐ Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.