Standard Bidding Document

SAP S/4HANA CONVERSION AND ENHANCEMENTS (Non-Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P128902-001
Initiation Date	October 22, 2026

October 22, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Government Holdings Private Limited (Government Holdings Private Limited)** has reserved Funds for the procurement planned for FY **2026-27**. The **Government Holdings Private Limited (Government Holdings Private Limited)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**SAP S/4HANA CONVERSION AND ENHANCEMENTS**" with the reference of **"P128902"**

2. The **Government Holdings Private Limited (Government Holdings Private Limited)** 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, 2026 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, Bank Guarantee, Demand Draft** 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/128902**.

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 **Friday, October 30, 2026 03:00 PM**. E-bids will be opened on the same day at **Friday, October 30, 2026 03:30 PM**. 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**

In terms of Rules 65 of Public Procurement Rules, 2026 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.gov.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 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 Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

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

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

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

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

4.2.3. is not related to the avoidance of 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.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide 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 in accordance with **ITB 6.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII 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 8 .**

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 pursuant to **ITB 8** .

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 pursuant to **ITB 8 .1** 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 after record reason in writing:

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 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 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 ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; 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 ITB 8, the bidder shall furnish, as part of itsbid, 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.

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, provisions of services 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 in accordance with ITB 10 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 pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable 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.

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 Form 9 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, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 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 pursuant to ITB 13. 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 pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

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 Section V, 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.

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 accordance with ITB 8. 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**

22.1. As per Rule 10 of Public Procurement Rules, 2026
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. 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.

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

26.3. 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**.**

26.4. 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.

27. **Confidentiality**

27.1. 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.

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

28. **Preliminary Examination of Bids**

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

28.1.1. meets the eligibility criteria defined in **ITB 3**;

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

28.1.3. is accompanied by the required securities; and

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

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** 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 bid shall be rejected.

28.3. 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.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**,prescribed inthe bidding document have

been met without material deviation or reservation.

29.2. 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 **ITB 21,** it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. 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;

30.1.2. 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

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

30.1.4. 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.

30.2. 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 in accordance with **ITB 14.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

32.2. 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.

32.3. **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.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. 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;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. 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.

32.7. 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.**

33. **Determination of Most Advantageous Bids**

33.1. 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.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, 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.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its 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 documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (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 against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. 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 Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. 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).

45.2. 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.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

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

47.2. 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 Award 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).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**

48. **Signing of Contract**

48.1. 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.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, 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.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** 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.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. 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. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

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Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods 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
ITB Number 1.1

Name of Procuring Agency: **Government Holdings Private Limited (Government Holdings Private Limited)**

The subject of procurement is: **SAP S/4HANA CONVERSION AND ENHANCEMENTS**

Expected commencement date: **Thursday, November 5, 2026**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P128902**

BDS Clause Number 3
ITB Number 4.6

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, October 27, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Government Holdings Private Limited (Government Holdings Private Limited)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. Bid bond amounting to Rs. 500,000/- (Pak Rupees Five Hundred Thousand Only) shall be sub-mitted in the form of bank guarantee or pay order or demand draft in favor of GHPL. The Original bid bond shall be submitted before the bid closing deadline at 5th floor, Petroleum House G-5/2 Islamabad.

2. Annexure-I - Scope of work

3. Annexure-II - Financial Compliance Sheet (to be submitted with financial bid)

4. Annexure-III - Technical Evaluation Forms

5. Annexure-IV-Draft Agreement

6. Annexure-V-Form of Bid

BDS Clause Number 7
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.6

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

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

BDS Clause Number 10
ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

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

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **Government Holdings (Private) Limited**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Bank Guarantee, Demand Draft**

BDS Clause Number 15
ITB Number 17.3

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 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

Floor 5, Petroleum House Building, G-5/2, Islamabad

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

The deadline for Bids submission is: **Friday, October 30, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *: **Friday***

Date: ***Friday, October 30, 2026***

Time *: **03:30 PM***

BDS Clause Number 19
ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

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

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN)
FBR (GSTN)

Eligibility Criteria	Document
Compliance of Scope of Work (Duly signed and stamped by authorized representative)	Yes
The bidder must provide previous records of S/4HANA Conversion/Upgradation completed projects (provide copies of the contract and project completion/acceptance report)	Yes
The bidder must provide at least one previous record of Implementation of each of MM, SF/HCM and SAC projects. (Provide copies of contracts and project completion/acceptance report)	Yes
The bidder must be an SAP-authorized Gold Partner.	Yes
The bidder must have SAP Certified resource in the domain of FICO, MM, SF/HCM, BASIS, and SAC. (provide resume and relevant certification.)	Yes
The bidder must have an established office in Islamabad/Rawalpindi. (attach supporting evidence.)	Yes
The bidder must depute a project team on-site in GHPL office.	Yes

NTN and GST registration certificates.	Yes
Evidence of Company Incorporation Certificate (provide supporting document)	Yes
Undertaking on the company's letterhead, declaring that company/firm is not blacklisted by any government agency/authority.	Yes
Bid Bond of PKR 500,000/-	Yes

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Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria	
Last 3 Years Financial Position (Quantitative)(Doc Required) Average turnover of more than 5 billion PKR **(15)** Average turnover between 3 to 5 billion PKR **(10)** Average turnover is less than 3 billion PKR **(5)**	15
SAP ECC to S/4HANA Conversion/Upgradation Completed Projects (Quantitative)(Doc Required) For Private Sector Companies – (01 mark for each project) **(25)** For Public Sector Companies – (02 mark for each project) **(10)**	25

SAP Implementation Projects in Last 10 years. i. FICO Module = 1 mark for each (Max: 5 marks) ii. MM Module = 1 mark for each (Max: 5 marks) iii. SF/HCM Module = 1 mark for each (Max: 5 marks) iv. SAC Module = 1 mark for each (Max: 5 marks) (Quantitative)(Doc Required)	20
SAP Based Customization Projects (2.5 Marks for each completed Project) (Quantitative)(Doc Required)	10
SAP Certified Resources (01 Mark for each certified resource for each module) i. FICO Certified Resources (Max: 05 marks) ii. MM Certified Resources (Max: 05 marks) iii. SF/HCM Certified Resources (Max: 05 marks) iv. SAC Certified Resources (Max: 05 marks) (Quantitative)(Doc Required)	20
Proposed Project Team’s experience in Conversion/Implementation of SAP (Quantitative)(Doc Required) Whole Team have more than 5 years’ experience. **(10)** Whole Team have 4 to 5 years of experience. **(5)**	10

Required Services

Lot Title : SAP S/4HANA CONVERSION AND ENHANCEMENTS

Bid Security : 500000 PKR

Position	Delivery Schedule	Quantity
Package-01 - SAP S/4HANA On-Premises Conversion/ Migration of existing services with standard Fiori	**Address:** Floor 5, Petroleum House Building, G-5/2, Islamabad **Schedule:** 10 Months (as defined in Scope of Work) **Quantity:** 1/Qty	1/Qty
Package-02 - Implementation of Material Management/Procure2Pay with Fiori standard and customized applications	**Address:** Floor 5, Petroleum House Building, G-5/2, Islamabad **Schedule:** 10 Months (as defined in Scope of Work) **Quantity:** 1/Qty	1/Qty

Position	Delivery Schedule	Quantity
Package-03 - Implementation of SuccessFactors (Employee Central, Time Tracking and Performance Management)	**Address:** Floor 5, Petroleum House Building, G-5/2, Islamabad **Schedule:** 10 Months (as defined in Scope of Work) **Quantity:** 1/Qty	1/Qty
Package-04 - Implementation of SAP Analytics Cloud	**Address:** Floor 5, Petroleum House Building, G-5/2, Islamabad **Schedule:** 10 Months (as defined in Scope of Work) **Quantity:** 1/Qty	1/Qty
Package-05 - 3 Years Support Le)vel Agreement (Offsite Hourly Rates	**Address:** Floor 5, Petroleum House Building, G-5/2, Islamabad **Schedule:** 3 Years support **Quantity:** 1/Qty	1/Qty

Related Services :

No

Services Specifications

Lot Title : SAP S/4HANA CONVERSION AND ENHANCEMENTS

Position: Package-01 - SAP S/4HANA On-Premises Conversion/ Migration of existing services with standard Fiori

Specifications / Requirements:

Package-01 SAP S/4HANA On-Premises Conversion/ Migration of existing services with standard Fiori

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Position: Package-02 - Implementation of Material Management/Procure2Pay with Fiori standard and customized applications

Specifications / Requirements:

Package-02 Implementation of Material Management/Procure2Pay with Fiori standard and customized applications

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Position: Package-03 - Implementation of SuccessFactors (Employee Central, Time Tracking and Performance Management)

Specifications / Requirements:

Package-03 Implementation of SuccessFactors (Employee Central, Time Tracking and Performance Management)

Position: Package-04 - Implementation of SAP Analytics Cloud

Specifications / Requirements:

Package-04 Implementation of SAP Analytics Cloud

Position: Package-05 - 3 Years Support Le)vel Agreement (Offsite Hourly Rates

Specifications / Requirements:

Package-05 - 3 Years Support Le)vel Agreement (Offsite Hourly Rates

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

Attached as Annexure-I.

Brief Description

Attached as Annexure-I.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

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 Contractorand 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 required resources 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 thirty (30) 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 thirty (30) 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 Service Provider 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 Service Provider 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**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

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: Government Holdings Private Limited (Government Holdings Private Limited), Procurement Floor 5, Petroleum House Building, G-5/2, Islamabad

Contractor is:

The title of the subject procurement is:SAP S/4HANA CONVERSION AND ENHANCEMENTS

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:

Government Holdings Private Limited (Government Holdings Private Limited), Procurement
Floor 5, Petroleum House Building, G-5/2, Islamabad
+92-512-11240
procurement@ghpl.com.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:

Government Holdings Private Limited (Government Holdings Private Limited), Procurement
Floor 5, Petroleum House Building, G-5/2, Islamabad
+92-512-11240
procurement@ghpl.com.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 Goods 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 goods or services due to a conflict of a nature described in Clause GCC 16**.**

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 **0.15%** to **10.00%** 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:
Instrument of Performance Guarantee shall be in the Name of : **Government Holdings Private Limited**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee

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 28

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 29

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 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;

Project Completion report

Number of GC Clause 31

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.:***P128902***

To: **Government Holdings Private Limited (Government Holdings Private Limited), Procurement Floor 5, Petroleum House Building, G-5/2, Islamabad**

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 **Government Holdings Private Limited (Government Holdings Private Limited), Procurement Floor 5, Petroleum House Building, G-5/2, Islamabad**

(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., **SAP S/4HANA CONVERSION AND ENHANCEMENTS (*P128902*)** and has accepted a Bids by the Bidder for the provision of Services 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: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE 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 time 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: **Government Holdings Private Limited (Government Holdings Private Limited), Procurement Floor 5, Petroleum House Building, G-5/2, Islamabad**

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 Non-Consultancy Services*(*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}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Annexure-I (Scope of work)

Scope of Work

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-I (Scope of work)** (page number: 76)

Annexure-II (Financial Compliance Sheet)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-II (Financial Compliance Sheet)** (page number: 88)

Annexure-III (Technical Evaluation Forms)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-III (Technical Evaluation Forms)** (page number: 90)

Annexure-IV (Draft Agreement)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure-IV (Draft Agreement)** (page number: 95)

Annexure-V (Form of Bid)

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Annexure-V (Form of Bid)** (page number: 101)

Annexure-VI (Bid Securities)

Successfull bidders shall submit the Performance gurantee as per the attached format.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure-VI (Bid Securities)** (page number: 103)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Additional Forms and Documents

Annexure-I
Scope of Work

GHPL intends to upgrade/convert on-premises SAP ECC6 EHP-8 application to SAP S/4HANA on-premises latest version with Fiori interface on complete SAP landscape (Dev, QAS, Production). The successful bidder (contractor/partner) must ensure smooth conversion of SAP application from ECC 6 EHP-8 to S/4HANA on-premises latest version on complete SAP landscape (Dev, QAS, Production). The contractor/partner must ensure all the existing SAP workflows, reports, processes, pay roll, modules (FICO, HCM, JV etc.) are in working order after S/4HANA On-Premises Go Live. Further implementation and automation of internal business processes are required, which include SAP Material Management, SAP SuccessFactors (Employee Central and SF Time Tracking) and SAP Analytical Cloud. Response to the queries related to existing workflows and processes which are required for execution and completion of this project may be provided to the interested contractor/partner upon their written request.

Objectives and Outcome

The objectives of GHPL in investing in S/4HANA based SAP environment are to:

a. Achieve efficiency, quality and practice better control and transparency over financial transactions.
b. Establish uniform standards for excellence in human resource management, financial management and performance reporting.
c. Adopt the best global practices for procurement, human resources, financial and accounting management.

The expected outcome of the project is:

a. GHPL expects that different functional modules would be seamlessly integrated so that data duplication does not happen and GHPL is able to build solid foundation for single source of truth and business decisions support system.
b. Adopting best practices offered by SAP ERP solutions in the key GHPL functions like finance and accounts, procurement, human resources management and dashboards as applicable, will lead to efficiency, transparency and informed decision making.
c. Further details pertaining to existing SAP landscape will be provided to the eligible candidates upon request.

Existing SAP Implementation in GHPL

SAP Product	Version / Release
SAP NetWeaver	SAP NetWeaver 7.50 (SP
SAP ERP	SAP ERP ECC-6 EHP-8
Database	HANA DB

SAP Modules	Version / Release
FICO – Financial Account and	ECC 6.0
HCM - Human Capital Management	ECC 6.0
PS - Project System	ECC 6.0
PSA - Production Sharing Agreement	ECC 6.0
JVA – Joint Venture Accounting	ECC 6.0

Project/Implementation Details

The project is divided into five packages depending on the nature and deliverable. The bidders are required to submit their bids against all five packages. The contractor/partner will ensure documentation of the complete project including (Step by Step deployment, installation and configurations, manuals for each package including training). Partial bid shall not be acceptable. The detail of each package is as follows:

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1. **Package – I (Conversion ECC to S/4HANA)**

Conversion of ECC to SAP S/4HANA

GHPL is looking for the upgrade (AS IS process conversion) of existing SAP ERP ECC6 with EHP-8 (DEV, QAS, PRD) in Production, HA and DR environments to latest S/4HANA version with Fiori (interface and standard applications) on 'AS IS' basis. Legacy data migration from old system and implementation of new modules will be covered in this project. SAP S/4HANA provides business-driven approaches for designing an optimal and intelligent ERP transformation. Existing business processes will also be converted to SAP S/4HANA processes.

a. Documentation

i. The contractor/partner must provide documented project plan/roadmap covering timelines and activities they will perform during the SAP S/4HANA conversion/migration/implementation of complete SAP landscape.
ii. The contractor/partner must be responsible for documenting all the activities, results, time, errors during the conversion process. The contractor/partner must provide step by step document covering the complete project from start to completion.

b. Pre-Checks

The contractor/partner must be responsible for all the readiness checks to identify the existing running standard/custom codes, processes, workflows, integrations, etc. those are not compatible with SAP S/4HANA and arrange resources to perform corrective actions to ensure compatibility with SAP S/4HANA.

c. Post Upgrade/Conversion Review

It is mandatory for contractor/partner to participate in post implementation 3rd party review and incorporate changes suggested by 3rd party in case required.

d. Trainings

The contractor/partner must be responsible for providing End User training to company functional and technical staff on all existing and new modules.

2. PACKAGE – II (Material Management)

Material Management (MM) Module

The proposed system shall include a comprehensive Material Management (MM) Module covering end-to-end procurement, inventory, master data, reporting, and required custom developments. The solution must support standard business processes, configurable workflows, statutory compliance, and audit-ready outputs. The system shall ensure full integration with Finance (FICO), including real-time financial impact of all inventory and procurement transactions. The system shall maintain complete audit trail and change logs for all master and transactional data.

a. Procure-to-Pay System

The system shall support a complete and integrated Purchasing Process, enabling efficient procurement operations from demand initiation to vendor performance evaluation. The system shall support budget availability control and tracking at PR and PO stages. The scope shall include, but not be limited to:

i. Annual Procurement Plan

- The system must support development of the procurement plan through a structured editable form capable to take inputs, update from authorized users only, as, and when required during the year.

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- The finalized annual procurement plan must be used as the master document to track and execute further procurement process for each respective item in the procurement plan.

ii. Purchase Requisition (PR) Management

- Creation, modification, tracking, and approval of purchase requisitions with appropriate controls with option to comments/justification and audit trails; (Salient Features of Purchase Requisition)
- Configurable release strategy (approval workflow) for PR based on value, material group, cost centre, or organizational hierarchy.
- System-based budget check before PR approval.
- The system shall automate and establish linkage of each individual procurement item with the approved budget in accordance with the Annual Procurement Plan.

iii. Arrangement of Purchase Committee (PC) Meeting & Approval of Minutes

- System will share invites for the PC meeting to the members.
- Send minutes to the PC members who attended the meeting for the approval of the minutes.
- System should maintain version control and audit logs of meeting minutes and approvals.

iv. Preparation of System Based Bidding Document (BD) and Request for Quotation (RFQ)

The system shall provide support to build a customized pre-numbered BD and RFQ based on the requirement of each procurement.

v. System Based Evaluations

The system shall provide a customized separate evaluation template for technical and financial evaluations with internal controls, approvals workflows, and audit trails.

vi. Purchase Order (PO) and Contracts Preparation

- Creation, approval, amendment, and monitoring of pre-numbered POs/Contracts with version control and linkage to upstream and downstream documents. (Salient Features of Purchase Order) with option to comments/justification.
- Framework contracts, SLA's, Quantity Contracts, Value contracts, Time contracts, Agreements etc.
- System shall check the budget availability at PO/Contract stage.
- Configurable release strategy for PO and Contracts.
- Allow Sub-PO/Contracts amendments.
- Create custom editable Contract in the system (forms) for the issuance to selected contractor.

vii. Goods/Services Receipt Note (GRN)

- The system shall provide a pre-numbered GRN and same shall be linked with the relevant PO/Contracts.
- Update assets inventory once the GRN finalized.
- Allow the user department to verify the goods and services as per the terms of PO/Contract.
- Tolerance limits for over-delivery and under-delivery (w.r.t cost, time, quantity, etc.)

viii. Payments

- The system shall allow to submit a pre-numbered invoice against each PO/Contract upon the recording/receiving of GRN.
- Allow three-way matching of PO, GRN, and Invoice before posting vendor payment.
- Update the Annual Procurement Plan upon the completion of payment process.

ix. Vendor Performance Evaluation

- System-based vendor performance evaluation using predefined criteria such as price,

quality, delivery, and compliance with historical tracking.
- Vendor blocking/blacklisting capability with compliance document tracking.
- Historical performance scoring with analytical reporting.

x. Output Forms

- Standard and configurable output forms (e.g., PR, RFQ, PO, ITB documents) in printable and electronic formats.

xi. Approvals and Workflow Management

- Configurable release strategies and approval workflows based on value, material type, organizational hierarchy, and procurement policies.

b. Inventory Management

The system shall provide robust Inventory Management capabilities to ensure accurate stock control. This shall include:

i. Recording of Assets:

- Record the assets with respect to their nature, category, location, and in accordance with their useful life.
- The system should provide support to segregate and highlight the assets who have completed their useful life.
- The system should provide real-time inventory updates in form of stock count sheets, etc.

ii. Physical Inventory Management:

System-based count sheets, difference posting, and variance reporting.

c. Master Data Management

The solution shall maintain centralized and controlled Master Data, ensuring data consistency and integrity across all procurement and inventory processes. This shall include:

i. Business Partner / Vendor Master

Creation and maintenance of vendor master data, including commercial, financial, and compliance-related information.

ii. Material Master

Management of material master records with classifications, units of measure, valuation, and inventory parameters.

iii. Service Master

Definition and maintenance of service master data for service-based procurement.

d. Reports

Embedded analytics dashboards for procurement performance and stock analysis. The system shall provide standard and customizable Management and Operational Reports to support decision-making and audit requirements, including:

i. Procure-to-Pay (P2P) Reports

End-to-end procurement cycle visibility from requisition to payment.

ii. Stock Overview Reports

Real-time stock status reports showing total stock, stock by location, posting dates, and valuation details.

iii. Material Document List

Detailed listing of material movements with document references and posting information.

iv. Invoice Reports
Reports related to parked, posted, and cleared invoices.

v. Master Data Reports

Reporting on vendor, material, and service master data for analysis and compliance.

vi. Budget Utilization Report

Tracking commitments and actual expenditures against Annual Procurement Plan.

vii. GRN Report

Monitoring of receiving and verifications of Goods/Services.

e. <u>WRICEF (Customization - Workflow, Reports, Interfaces, Conversions, Enhancements, Forms)</u>

i. Data migration of open (POs, Contracts, Vendor Master, and Asset Master) from legacy/existing system (i.e. ECC SAP and Manual System).

ii. Custom enhancement for automatic document numbering and compliance controls.

iii. The solution shall include required WRICEF (Workflow, Reports, Interfaces, Conversions, Enhancements, and Forms) developments to meet specific business needs, including:

Custom ABAP Application for Procurement Committee:

- Development of a custom editor/application to support Contract drafting and workflows for the review and finalization of new and running Contracts.
- Capability to upload and store evaluation results (extracted from E-Pad etc) within the SAP system as attachments, linked to relevant procurement case.

RFP / ITB Design Application:

- Custom application for designing and managing RFP / ITB documents, including evaluation formats and system-generated outputs with unique IDs for each ITB/RFP. The custom Contract requirements stated above in (Package II - clause a-vi) to be catered under the customized module.

f. <u>Customized Procurement Reports</u>

Standard reports + 10 customized procurement reports as per company need. (Note: A comments/justification field is required for every stage/flow in the Procure2Pay.)

g. <u>Training</u>

The contractor/partner must be responsible for providing End User training to company functional and technical staff on all existing and new modules wherever required.

3. <u>Package – III (Success Factors)</u>

For the reference, legacy forms and relevant details will be provided to eligible bidders upon request.

a. <u>SAP Employee Central & Time Tracking</u>

i. A unified system for HR processes, functions, E-Services, and documents on a single platform, having bidirectional seamless integration.
ii. Employee Self Service (ESS) & Manager Self Service (MSS) models with smooth workflow processes.
iii. Integration required with Face recognition Attendance System.
iv. Configuration of the Leave Management system.
v. GHPL intends to implement hybrid architecture where SAP HCM Payroll will run on-Premises and ESS, MSS and other services will run on the cloud. It will be the supplier's responsibility to ensure seamless integration.
vi. Performance Management System (Goal Setting, Mid-Year Review, Final Performance Evaluation).

b. Employee Profile/Self Service

i. Personal Data Management.
ii. Maintenance and updating of employee personal information with role-based access and data privacy controls.
iii. Employees can apply for leave and view their leave balance along with day-to-day attendance marked through the face recognition attendance system.
iv. View and download Pay slips and Tax certificates.
v. Employees can submit requests of loan, letters, buy-back and others to HR.
vi. Submission of Goals, Mid-Year review, Performance Evaluation and review the approvals/acceptance. Customized according to GHPL needs.

c. Manager Self Service

Access to manage (approve/revert/alter):
i. Attendance
ii. Leaves.
iii. Goals Settings.
iv. Mid-Year review.
v. Performance Evaluation.

d. HR Personnel Administration

i. Addition and maintenance of employee personal and employment records.
ii. Updating Organizational Structure based on changes.
iii. Develop reports on the headcount of active and inactive staff.
iv. Employment lifecycle management i.e. probation completion, promotion, role change, transfers, and other employment status updates.
v. New hires and employment & compensation changes integration into payroll and other services.
vi. Management of probation periods, confirmations, permanent & contractual employment, and related actions like reminders.
vii. HR can view employee profiles with all the data like attendance, training, performance, and other employment information etc.
viii. Employee exits (Voluntary / Involuntary / Retirement / Death, etc.) based on employee separation along with processing of final settlement, access removal, and system updates.
ix. Processing of retirement cases, including early retirement scenarios.

e. Attendance Management

i. Assign and update work schedules to employees or employee groups. (Flexi Hours)
ii. Define and implement new role permissions that allow employees to access their personal attendance records.
iii. Designate specific roles for attendance managers within each department, granting them access to view and manage attendance records and reports for their respective departments.
iv. Configure automated email notifications to remind employees to check in if they have not done so by 12:00 PM. Administrators will have the right to modify notification content of the email.
v. Manual attendance / other available options:
vi. Option for the employee to manually submit their attendance when needed and that will be approved by the HR / line manager.

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vii. Automated calculation of overtime based on defined business rules.
viii. A detailed dashboard is available to review the information.

f. Leave Management

i. Set up the leave balance mechanism in accordance with company policies.
ii. Leave balance upload/update in bulk.
iii. Configure the leave application process to include multiple approval steps based on the leave type and frequency. Document upload option for medical leaves where medical certificates are required.
iv. Maintain approval hierarchies (Supervisor / HOD / MD).
v. Develop and implement reports to track leave data by department and monitor available leave balances. To include analysis and dashboard reporting.
vi. Implement notifications for HODs and MD regarding pending leave approvals.
vii. Make the balance available on employee profiles and to the departmental HODs in Manager Self Service.
viii. A detailed dashboard must be available to review the information.

g. Performance Management System

i. Goal Setting

- Update necessary fields on the goal-setting form as per GHPL's manual form
- Configurable smart forms with variables (Competencies) and define weightages (i.e. Functional, Behavioral). Separate Section to be created.
- Quality check by HR / Admin access to review and edit goals/forms
- Maintain Approval Hierarchies (HODs / MD) (Endorsement check by HR as per requirement)

ii. Mid-Year Review

- Integrate a mid-year review section within the same form for semi-annual evaluations by both the appraisee and the appraiser.

iii. Performance Evaluation

- Conduct evaluations based on initial goals, including self-assessment, HOD assessment, and calibration by the MD/CEO.
- Configure approval hierarchies for performance evaluations.
- Results / ratings
- Employee acknowledgement
- Document upload options with each step to record different instances
- Implement system-generated reminders to notify users of pending tasks.
- Develop comprehensive reports that detail all stages of the performance management cycle.

h. Customized HR Reports

Standard reports + 10 customized HR reports as per company need.

4. Package – IV (SAC)

SAP Analytical Cloud

GHPL intends to provide analytical dashboards to each function and the management to take informed decisions. Integration of on-premises SAP with SAP analytics cloud must cover.

a. Dashboards

i. 1 Dashboard for Finance (8 to 10 KPIs)
ii. 1 Dashboard for Procurement (8 to 10 KPIs)
iii. 1 Dashboard for Management (8 to 10 KPIs)
iv. 1 Dashboard for HR (8 to 10 KPIs)

v. Any other miscellaneous Dashboards/Reports as per requirement of the business.

b. Training

The contractor/partner must be responsible for providing administration and End User training to company functional and technical staff on SAC cloud.

5. PACKAGE – V (SLA)

Support Services (Onsite/Offsite – Hybrid)

Need-based hourly support for three years covering company entire SAP S/4HANA landscape as per an agreement based on standard terms and conditions.

a. Covered Modules

i. Human Capital Management
ii. Material Management /Procurement
iii. FICO/Joint Venture Accounting
iv. Basis
v. Project Systems
vi. Product Sharing Agreement
vii. SuccessFactors
viii. SAC – SAP Analytics Cloud
ix. Development/Enhancements of Customized Reports
x. Development/Fixing of FIORI Apps

b. Covered Services

Technical and Functional On-premises and Cloud (Development, Enhancements and bug fixing)

6. Targeted Implementation Timelines

Upgrade/Conversion of ECC 6 to latest version of SAP S/4HANA and implementation (Packages I to IV) must be completed within 10 months on-site. Three (03) Months of Hyper Care Support effective from the date of Go-Live of all packages (I to IV). Thereafter Package-V will be applicable. Bidders are required to provide project completion plan within the stipulated timelines of 10 months:

Packages	Activities/Tasks	Timelines (Bidder to provide)
I.	Conversion of ECC to SAP S/4HANA	
II.	Material Management (MM) Module	
III.	SAP SuccessFactors (Employee Central, Time Tracking, Performance Management and Goals, Leave Management, Attendance Management)	
IV.	SAP Analytical Cloud	

7. Implementation Methodology

a. Upgrade/Conversion ECC to SAP S/4HANA

Supplier is expected to provide Methodology details as per the following bullet list at minimum.

Sr. No.	Phase	Key Activities	Deliverable	Timelines (Bidder to provide)
1	Prepare	• Mobilization of resources	• Project kick off	

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		• Project kick off • Conduct Initial Stakeholder Engagement • Develop the Project Charter • Initial Project Planning • Risk and Issue Identification	presentation • Project charter	
2	Iteration 1	• ECC Sandbox Setup for S/4HANA Conversion Readiness • System copy to the migration server. • Rebuild of Application server • Data base upgrade • Pre-conversion activities • Simplification Item check • Custom code analysis • Customer/Vendor Integration via Cockpit • System Conversion • Post conversion activities and Bug fixes • System testing	• Sandbox converted on S/4HANA • Detailed project plan for conversion	
3	Iteration 2	• ECC Dev system prep for S/4HANA Conversion • System copy to the migration server. • Rebuild of Application server • Data base upgrade • Pre-conversion activities • Simplification Item check • Custom code Analysis • Customer Vendor Integration via Cockpit • System Conversion • Post conversion activities and Bug fixes • System Sanity test	• DEV converted on S/4HANA	
4	Iteration 3	• ECC QAS system prep for S/4HANA Conversion • System copy to the migration server. • Rebuild of Application server • Data base upgrade • Pre-conversion activities • System Conversion using • Post conversion activities and Bug fixes • Delta training to power users • UAT • Sandbox ready	• QAS converted on S/4HANA • Training manuals • UAT Test Results	
5	Iteration 4	• ECC PRD system prep for S/4HANA Conversion • System copy to the migration server. • Rebuild of Application server	• PRD converted on S/4HANA • Support desk setup	

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		• Data base upgrade • Pre-conversion activities • System Conversion • Post conversion activities and Bug fixes • PRD ready		

b. For New Modules Implementation

Sr. No.	Phase	Key Activities	Deliverable	Timelines (Bidder to provide)
1	Explore	• Process overview workshop • Controlling Area and Org Structures • Data workshops • GAP workshops • GAP resolution workshop • WRICEF identification • Roles and Authorization matrix • ALM setup • To-be process documentation	• To-be process documents sing - off • Functional Specification documents • GAP register • GAP resolution document • OCM Plan	
2	Realize	• Base line configuration • WRICEF Build • Unit testing • Master data upload iteration 1 • Integration build • Master data upload iteration 2 • Systems Integration testing • Power user training • Roles and Authorization build • UAT test scripts development	• System Integration testing results • Power user training sign-off • User training manuals • Roles and Authorization matrix documentation • UAT test scripts	
3	Test	• Master data loads for UAT • UAT execution • UAT Bugs identification • UAT Bugs fixes • Retest for bugs removal • Regression testing • UAT sign-off • Cut-over strategy finalization	• UAT test results • Regression test results • UAT sign-off • Cut-over plan • Configuration design document	
4	Deploy	• PRD readiness and transport • End-user training • Final Master Data loads • Go-no-go approval • Support desk setup • Cut-over balances load into PRD and data reconciliation	• Go-No go approval sign-off • Go-live to production • Support desk setup (post go-live support) • Project Closure Sign-off	

8. Project Team and Manager

Bidder to nominate the project team (at least two (2) resources on alternate basis for each module) and one (1) technical project manager for Project along with post qualification SAP experience on company letter head. Each team member must have at least 4 years of experience whereas project manager should have at

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least minimum of ten (10) years.

Sr. No.	Modules/Competency	Proposed Team (Full Names)	Experience (In Years)
1	Project Manager		
2	FICO		
3	MM		
4	SF		
5	SAC		
6	Basis		

9. Exclusion

Below items are out of scope and not included in the scope of the project:

i. Licenses
ii. Hardware Provision
iii. Infrastructure Support

10. Payment Schedule

Milestone No.	Deliverable	% of Contract Price	Payment Trigger / Evidence
M-1 (Note-2)	Mobilization of team, approved project schedule, and methodology	10%	Submission and approval of project schedule, and methodology.
M-2	Go Live, FAT and Completion of S/4HANA Conversion/Upgradation and MM implementation on Production. (Package: 1-2)	35%	
M-3	Go Live, FAT and Completion of SF and SAC implementation on Production. (Package: 3-4)	40%	
M-4	Completion of Post Implementation Review by GHPL through Third Party for M2 - M3 (Timelines 03 Months)	15%	
M-5	3 Months Hypercare Support after completion of Package (1-4).	10%	
M-6 (Note-3)	Retention Money	10 %	A retention of 10% shall be deducted from each invoice of M2, M3, M4 & M5.

Note-1: Payment(s) shall be subject to applicable taxes, statutory deductions, and LDs, if any, as per contract.

Note-2: Mobilization Advance

i. A Mobilization Advance up to 10 % of the Contract Price shall be paid by GHPL to the Bidder upon submission of Bank Guarantee for the advance amount as per the specified form (Annexure-G) from a Scheduled Bank in Pakistan acceptable to the GHPL.
i. Mobilization Advance shall be recovered at the rate of 10% from the milestones M2, M3, M4, and M5, through deductions from the respective milestone invoices.

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Note-3: Retention money shall be returned after 30 days of submission of final acceptance/completion certificate.

Note-4: Performance guarantee shall be released after three months of releasing of retention money.

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Annexure-II
Financial Compliance Sheet (FCS)

Package No.	Item Name	Total Prices (without taxes) (PKR)
Package-01	SAP S/4HANA On-Premises Conversion/ Migration of existing services with standard Fiori	
Package-02	Implementation of Material Management/Procure2Pay with Fiori standard and customized applications	
Package-03	Implementation of SuccessFactors (Employee Central, Time Tracking and Performance Management)	
Package-04	Implementation of SAP Analytics Cloud	
Package-05	3 Years Support Level Agreement (Offsite Hourly Rates)	
Total Prices (without taxes) (PKR) – In Figures		
Total Prices (without taxes) (PKR) – In Words: _____ _____		

Note:

The bidders are required to submit their proposals against each package. Partial bid shall not be acceptable. However, the company reserves the right to select, decide or eliminate any package(s) at the time of evaluation. The financial evaluation will be based on the total cost of all the five packages as per above table.

1- Financial quote must be rate(s) in accordance with the scope of work and the same will be considered for evaluation on date of financial bid opening. All numbers/figures in the financial quote should be clearly mentioned, otherwise, the quote shall be considered non-responsive.
2- For Package-05, price will be evaluated at a 100-hour benchmark. These hours are defined for bid financial evaluation purposes only. However, actual payment will be processed as per actual working hours.
3- Any arithmetic errors in the financial proposal shall be corrected as follows:
    a. If there is a discrepancy between the amounts in figures and words, the amount in words shall prevail.
    b. If there is a discrepancy between the unit rate and the total rate, the unit rate shall be considered, and the total cost will be calculated by multiplying the unit rate with the required quantity.
    c. The revised, corrected amounts as detailed above, will be communicated to the bidder, who will be required to accept the revised calculations. If the bidder does not accept, the bid shall be rejected, and the bid bond shall be forfeited.
4- Bidders must submit bid for completed package.
5- Bidders are required to complete the FCS and provide all the data as listed below:

Please confirm hereafter:

Payment terms: _____

Offer Validity: _____

Name of the Bidder: _____

Address of Bidder: _____

Name of authorised Representative: _____

Phone number: _____

Email address: _____

Date: _____

Signature and Stamp: _____

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Annexure-III
Technical Evaluation Forms

FORM - I
SAP ECC to S/4HANA Conversion/Upgradation Projects

Sr #	Project Title Conversion / Upgradation	Organization Name		Start Date	Completion Date	Brief about the Project Scope	Attachments / Completion Evidence
		Public Sector	Non-Public Sector			Attachment (Yes/No)	Yes/No

Attachments required: Provide supporting documents.

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FORM - II
SAP Implementation Projects in Last 10 years.

Sr #	Module Name	Organization Name	Completion Date	Brief about the Scope	Attachments / Completion Evidence
				Attachment (Yes/No)	Yes/No

Attachments required: Provide supporting documents.

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FORM - III
SAP Customization Projects.

Sr #	Project/Module Title	Organization Name	Start Date	Completion Date	Brief about Customization Scope	Attachments / Evidence
					Attachment (Yes/No)	Yes/No

Attachments required: Provide supporting documents.

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FORM - IV
SAP Certified Resources

Sr #	Resource Name	Certification Module	Certification Date	Expiry Date	Total Years with the Company	Attachments / Evidence
						Yes/No

Attachments required: Provide supporting documents.

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DRAFT FORM OF CONTRACT

This contract for provision of services related to SAP S/4HANA Conversion and Enhancement (hereinafter called the "**Contract**") is made the _____ day of _____, 2026, by and between:

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

and

M/s _____, a company established under the laws of Pakistan, having its registered office at _____ (hereinafter referred to as "**SAP Partner**") which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assigns, on the other part.

Both GHPL and SAP Partner may hereinafter be collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:

1. GHPL carried out a competitive bidding process for provision of services related to SAP S/4HANA Conversion and Enhancement in accordance with the scope of work as fully described in Appendix–I to this Contract (the **"Services"**).

2. SAP Partner represented and warranted that it has requisite qualification, licences, resources, knowledge, expertise, relevant experience and capability to provide the Services in accordance with the terms and conditions of the bidding documents and qualified as a successful bidder.

3. SAP Partner, being the successful bidder, has agreed and warranted to GHPL that it shall provide the required Services to GHPL in accordance with the terms and conditions hereinafter set forth.

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

1. APPOINTMENT AND TERM

1.1 In consideration of providing the Services, GHPL shall pay SAP Partner the amount as per following schedule within 30 days upon the satisfactory completion and acceptance of the Services and provision of original error free invoice with all applicable taxes as per the agreed milestone payment schedule (Para 10 of Annexure-I-scope of work);

Package No.	Item Name	Total Prices (without taxes) (PKR)
Package-01	SAP S/4HANA On-Premises Conversion/ Migration of existing services with standard Fiori	
Package-02	Implementation of Material Management/Procure2Pay with Fiori standard and customized applications	
Package-03	Implementation of SuccessFactors (Employee Central, Time Tracking and Performance Management)	
Package-04	Implementation of SAP Analytics Cloud	
Total Prices (without taxes) (PKR) – In Figures		
Total Prices (without taxes) (PKR) – In Words: _____ _____		

1.1 SAP Partner undertakes and agrees that it shall provide the Services with all due diligence, care, efficiency, economy, and to the acceptable standards.

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1.2 This Contract shall become effective from [insert date], 2026 and shall, unless terminated earlier in accordance with the terms hereof, remain in force and effect for the period [insert agreed timelines].

1.3 SAP Partner shall commence the Services immediately on becoming this Contract effective. GHPL may, at its sole and absolute discretion, extend duration of the Contract with the mutual consent of the Parties in writing.

2 PRICE AND PAYMENT

2.1 The price schedule for the Services shall be as detailed at clause 1.1. The price schedule shall remain unchanged for the term of the Contract. The SAP Partner shall not be entitled to request or demand an increase in the rates during the Contract period.

2.2 All payments shall be subject to the relevant applicable tax laws as amended or substituted from time to time, and withholding or adjustment of tax at such rates as required by the applicable law shall be deducted or adjusted, as the case may be, at the time of payment.

3 TERMINATION

3.1 Notwithstanding the term of the Contract in Article 1, either Party may terminate this Contract by serving on the other thirty (30) days' prior written notice.

3.2 Notwithstanding clause 3.1, in the event of any breach or non-performance or non-compliance of any obligation under this Contract by SAP Partner, without prejudice to any other remedy for breach of contract available to GHPL, GHPL may by written notice to SAP Partner , terminate this Contract immediately if SAP Partner fails to rectify or remedy such breach or non-performance or non-compliance, as the case may, within ten (10) days (or such other period as GHPL may agree in writing) of the receipt of the said notice.

3.3 If the Contract is terminated under clause 3.2, then the performance guarantee as submitted by SAP Partner shall be encashed forthwith and SAP Partner shall not be entitled for payment for any Services rendered under this Contract.

3.4 SAP Partner irrevocably agrees that Article-6 (Confidentiality) and Article-7 (Governing Law and Dispute Resolution) shall survive termination or expiry of this Contract.

4 GENERAL OBLIGATIONS OF SAP PARTNER

4.1 SAP Partner shall provide the Services with due diligence and efficiency and shall observe sound professional practices, employ appropriate resources and methods, and exercise such skill and care in the performance of the Services as are consistent with recognized professional standards. SAP Partner warrants that the product developed as a result of the Services shall be fit for purpose.

4.2 At all times during this Contract, SAP Partner shall remain compliant with all applicable laws without any obligation or liability on GHPL, and SAP Partner shall indemnify GHPL in this regard.

4.3 SAP Partner shall not knowingly employ or contract with an illegal alien to perform work under the Contract. SAP Partner shall verify or attempt to verify through a proper police verification process that SAP Partner does not employ any illegal aliens.

4.4 SAP Partner acknowledges that all appendixes are the substantial part of this Contract and agrees to perform or, as the case may be, comply with each of such appendixes.

5 INFORMATION

SAP Partner shall furnish GHPL with such information relating to the Services as GHPL may request.

6 CONFIDENTIALITY

6.1 SAP Partner agrees that in respect of this Contract, GHPL, its shareholder, directors, employees and contractors, and any of GHPL subsidiaries, respective shareholder(s), directors, employees, and

employees, SAP Partner shall at all times hold and cause its employees assigned under this Contract to be held confidential any information, data, record and forms of whatsoever nature reviewed, received, and conceived in result of the Services under this Contract.

6.2 In the event SAP Partner or its employees assigned under this Contract are required to disclose any information under any law for the time being in force, SAP Partner shall immediately notify GHPL of such requirement in writing and seek GHPL's prior written consent for disclosure.

7 GOVERNING LAW AND DISPUTE RESOLUTION

7.1 This Contract shall be governed, construed and interpreted in accordance with the laws of Pakistan.

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

8 ASSIGNMENT

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

9 REMEDIES FOR DEFAULT

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

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

10 LIQUIDATED DAMAGES FOR DELAY:

10.1 In the event the Contractor fails to deliver any or all of the Services within the period agreed in the Contract, GHPL either shall allow an extension in the delivery period pursuant to a written request by the Contractor with justifications or deduct the amount as per para 10.2.

10.2 If the Contractor fails to deliver any or all of the Services or perform any of the services within the time period specified in the Contract, GHPL may, without prejudice to any other rights and remedies deduct from the total price stipulated in the Contract, an amount of 1.25% per week for 8 weeks (with a cap of 10%). Thereafter, GHPL shall have the right to terminate the Contract and recover the damages by way of forfeiting the Performance Security.

11 ENTIRE AGREEMENT

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

12 MODIFICATION

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

13 SEVERABILITY

If any of the provisions of this Contract becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Contract, rather the Contract shall be construed as if it does not contain the pertinent invalid or unenforceable provision or provisions, and the

rights and obligations of the Parties shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Contract.

14 ENFORCEMENT AND WAIVER

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

15 INDEMNIFICATION

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

16 PERFORMANCE GUARANTEE

16.1 SAP Partner furnished a performance guarantee equivalent to 10% of the Contract value to GHPL in the form of a bank guarantee no. [insert number] issued by [insert bank name]. The bank guarantee shall be unconditional, on demand and without recourse to SAP Partner. The amount of the bank guarantee is [insert amount in figures and words], inclusive of all direct and withholding taxes, but exclusive of indirect taxes i.e., sales tax. The performance guarantee shall initially be valid up to 365 days. SAP Partner shall be obligated to extend the bank guarantee or submit a revised Performance guarantee for the further successive periods as may be advised by GHPL. For the avoidance of doubt, SAP Partner shall ensure that there shall exist at all times during the Contract period a valid and enforceable bank guarantee in favour of GHPL.

16.2 If the SAP Partner fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, GHPL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the SAP Partner.

16.3 Failure to provide required services within the specified time period will invoke a penalty equivalent to unpaid claim. In addition to that, the Performance Guarantee amount may be forfeited.

16.4 Provision of wrong/false information and/or documents as required during bidding stage and under this Contract may result in forfeiture of Performance Guarantee amount and the SAP Partner may not be allowed to participate in future Tenders.

16.5 On successful discharge of obligations/services by the SAP Partner, the Performance Guarantee shall be returned to the SAP Partner upon successful completion of contract period, or if terminated earlier, in accordance with the clauses of this Contract.

17 AUTHORIZED REPRESENTATIVE

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract, may be taken or executed on behalf of SAP Partner by [insert name & designation] or his designated representative and on behalf of the GHPL by [insert name & designation]. SAP Partner shall replace its representative if GHPL is not satisfied with the service quality.

ADDRESSES OF THE PARTIES:

For the GHPL:

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

For SAP Partner:

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

For and on behalf of **GHPL**	For and on behalf of **SAP Partner**
.....	.....
(Signature)	(Signature)
.....	.....
(Name in block capitals)	(Name in block capitals)
.....	.....
(Designation)	(Designation)
Witness 1: _____	Witness 1: _____
_____	_____
Witness 2: _____	Witness 2: _____
_____	_____

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Scope of Work

Available at Annexure-I

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Annexure-V
Form of Bid

Government Holdings (Private) Limited (GHPL),
SAP S/4HANA Conversion and Enhancements,
Petroleum House, 5th & 7th Floors,
Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9211236-37

Sir

Reference your Tender No. _____ for _____.

1. We, hereby submit our complete bid along with all the requirements as per the Bidding Documents (BD). We acknowledge that GHPL is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. If our bid is accepted and we are declared successful bidder, we at our own expense will provide, within the timelines as provided in the BD or as communicated by GHPL, the performance security as per the requirements of the BD.
3. We agree to abide by this BD for a period of one hundred and twenty (120) days from the technical bid opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s [name of Bidder] and its employee(s) have never been blacklisted by any government, semi-government, autonomous, or state-owned organization of Pakistan and their cases regarding blacklisting are not under trial by any Court of Law.
5. We submit herewith our bid, Technical & Financial, electronically on EPADS original in PDF and have submitted the bid bond to GHPL before the bid closing deadline.
6. We do hereby appoint and authorize Mr./Ms. (full name and official address) who is presently employed with us and holding the position of [(designation)] in [name of the Bidder] to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to GHPL in all matters including but not limited to clarifications etc., in connection with our bid till the award of the contract. We hereby agree to ratify all acts, deeds, and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds, and things done by our aforesaid authorized representative shall and shall always be deemed to have been done by us.
7. The decision of GHPL shall be final and GHPL will not be liable for any loss or damage to any party acting in reliance thereon.
8. We have gone through the terms/conditions of this BD and have found the document in whole as non-biased to any particular company/bidder/vendor or product/ brand. We hereby undertake and firmly bind ourselves to abide by/ comply with all sections/conditions of this BD. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.
9. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading, or misstated in this bid, the same may lead to rejection of our bid and our disqualification.
10. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of the GHPL.
11. We acknowledge that GHPL reserves the right to blacklist any Bidder who breaches any terms and conditions of this BD.

We remain,
Yours' sincerely
[Bidder's Official Stamp]

Authorized Signature: _____
Name and Title of Signatory: _____
Name & Address of Firm: _____
Cell No. of Signatory: _____
e-mail address of Signatory: _____
Mailing address of Signatory: _____

Acceptance by representative authorised at Clause 6 above:

Signatures of Authorised Representative: _____
Name and Title: _____
Name & Address of Firm: _____
Cell No.: _____
e-mail address: _____
Mailing address: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure-VI
Bid Guarantees

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Bond Format

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

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

Dear Sirs,

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

1. To make un-conditional payment of Rs. 500,000/- (Pak Rupees Five Hundred Thousand only) upon your written demand without further recourse, question or reference to the Bidder or any other person, in the event of the withdrawal of the aforesaid bid by the Bidder before the end of the period specified in the bid, after the opening of the same for the validity thereof; or if no such period to be specified, within 180 days after said opening or in the event that the Bidder within the period specified thereof the Bidder shall fail to execute such further contractual documents, if any, as may be required by GHPL or on the Bidder's failure to give the Performance guarantee as may be required.

2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non-compliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the written intimation.

3. No grant of time or other indulgence to, or composition, or arrangement with the Bidder in respect of the aforesaid bid with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.

4. The bid bond shall be binding on us and our successors in interest and shall be irrevocable.

For and on behalf of ……...

AUTHORIZED SIGNATURE ……

(Stamp and signature of the issuing bank)

Performance Guarantee Format

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

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

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

Dear Sirs,

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

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

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment of Rs. _____/- (Pak Rupees _____ Only) at any time on your written demand(s) without further resource, question or reference to Bidder or any other person, in the event of default or non-performance and/or non-fulfillment by Bidder of his obligation's liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations, and guarantees under and in pursuance of the said contract of which you shall be the sole judge.

2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Company and to make payment accordingly within 03 (three) days of receipt thereof.

3. The performance guarantee shall come into force on [Insert date] and shall remain in full force, operative, effective, and binding upon us for up to 365 days or as may be extended by the Bidder from time to time. The Surety shall notify GHPL in the event that the Bidder does not apply for renewal of this performance guarantee ten days prior to the expiry date of this performance guarantee or as extended from time to time.

4. That on grant of time or other indulgence to amendment in the terms of the contract by contract with Bidder in respect of the performance of his obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.

5. This performance guarantee shall be binding on us, our successors including successors in interest, administrators, and legal representatives, and shall be irrecoverable.

6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Bidder.

7. No delay or failure to exercise any right or remedy under this performance guarantee by GHPL shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by GHPL shall be valid unless made in writing and duly signed by concerned representatives of the GHPL.

8. No set-off counterclaim, reduction, or diminution of any obligations that the Surety has or may have against GHPL shall be available to the Surety against GHPL in connection with any of the Surety's obligations to GHPL under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counterclaim, and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to GHPL, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to GHPL such additional amount necessary to ensure that GHPL receives an amount equal to the amount which it would have received had no such deduction or withholding been made.

9. The performance guarantee shall be binding upon and insure to the benefit of GHPL and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits, and obligations under this performance guarantee except with the prior written consent of GHPL.

10. No payment to GHPL under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by GHPL.

11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.

12. Ten days before the expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and on behalf of ……...

AUTHORIZED SIGNATURE ……

(Stamp and signature of the issuing bank)