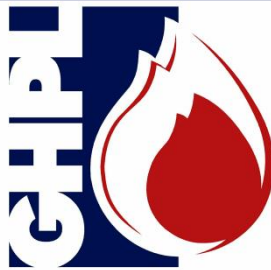




GOVERNMENT HOLDINGS (PRIVATE) LIMITED

Invitation to Bid
for
Novation: SAP Annual Maintenance Contract (AMC)



**GOVERNMENT HOLDINGS
(PRIVATE) LIMITED**

ITB Document No: GHPL/IT/05/11-25
Bid Closing Date: November 18, 2025 at 12:00 PM
Bid Opening Date: November 18, 2025 at 12:30 PM

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GOVERNMENT HOLDINGS (PRIVATE) LIMITED
BID FOR NOVATION: SAP ANNUAL MAINTENANCE CONTRACT (AMC)

INVITATION TO BID

Government Holdings (Private) Limited (hereinafter referred to as 'GHPL' or the 'Company') hereby invites e-bids for Novation: SAP Annual Maintenance Contract (AMC).

1. A single-stage two-envelope process will be adopted where the bidders are required to submit their bids in accordance with this Bid Document.
2. The bidders may download the tender document from the Company's website i.e. www.ghpl.com.pk or from EPADS i.e. <https://eprocure.gov.pk>.
3. The Bids shall be uploaded in PDF format on EPADS portal i.e. <https://eprocure.gov.pk> on or before **November 18, 2025 ('Closing Date')** at 12:00 pm. Bids will be opened at 12:30 pm on the same day at GHPL's office and bidders' authorized representative(s) will be allowed to attend the bid opening.
4. Bidders are requested to go through the "Bid Data Sheet" to acquaint themselves with the details of the bidding process including the Company's correspondence details, bid submission deadline, bid opening date, bid validity, deviations, and technical and financial bid submission details. Bids are to be submitted in accordance with the procedure as set out in the Bid Document.
5. The Bidder must be registered with FBR for the GST and Income tax, if applicable.
6. GHPL reserves the right to accept/reject any or all bids or to annul the bidding process in its entirety without assigning any reason and without assuming any liability as per Rule 33(1) of PPRA Rules.
7. The Bidder must provide the information of its postal address, telephone number, fax number, NTN number, sales tax registration number, email address, and names of the key person(s) in their organization.
8. This letter is not to be construed in any way as an offer of contract. In case of award of contract, this bid may, however, form the basis for a contract between Bidder and GHPL.

Sincerely,

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

SECTION 1: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

- 1) **General:** The Company invites e-bids for Novation: SAP Annual Maintenance Contract (AMC).
- 2) **Eligible Bidders:** Bidders should not be associated, directly or indirectly, with a firm or any of its affiliates that have been engaged by the Company to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Bid Documents.
- 3) **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and GHPL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

B. BID DOCUMENTS

- 4) **Examination of Bid Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms, and specifications contained in the Bid Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the result of evaluation of its Bid.
- 5) **Clarification of Bid Documents:** A prospective bidder seeking clarification on the bid documents should seek such clarification in writing via EPADS at least one week prior to the bid submission deadline. Responses to such requests for clarification will be provided in writing through EPADS.
- 6) **Amendments of Bid Documents:** The Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid Documents. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Company may, at its discretion, extend the deadline for the Submission of Bids. All communication related to amendments will be shared at EPADS portal.

C. PREPARATION OF BIDS

- 7) **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company shall be written in the English language.
- 8) **Documents Comprising the Bid:** The Bid must provide the following documents establishing Bidder's eligibility and qualification:
 - **SECTION 2: Bid Data Sheet**
 - **SECTION 3: Bid Submission Form**
 - **SECTION 4: Technical Compliance Sheet**
 - **SECTION 5: Financial Compliance Sheet**
 - **SECTION 6: General Terms and Conditions**
 - **Attachments required:**
 - **Annexure – A (Organization Information)**
 - **Annexure – B (Eligibility Response Check List)**
 - **Annexure – C (Technical Evaluation Criteria Sheet)**
 - **Annexure – D (Scope of Work)**
 - **Annexure – E (Integrity Pact)**

- 9) **Bid Currencies/Bid Prices:** The financial quote shall be provided in the form of an Annual Maintenance Fee, expressed as a percentage (%) of the existing licenses cost of GHPL, inclusive of all direct and withholding taxes, but exclusive of indirect taxes (i.e., sales tax). Same percentage/cost will be applicable in case of future licenses requirement of GHPL. It may however, be clarified that all payments will be made in Pak Rupees, inclusive of all applicable taxes, at the exchange rate prevailing on the date of payment. If there is a discrepancy between the percentage figures and words, the amount in words shall prevail.
- 10) **Period of Validity of Bids:** Bids shall remain valid for 90 days after the date of bid submission described herein. A bid valid for a shorter period may be treated as non-responsive and thus will be rejected. In exceptional circumstances, GHPL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. SUBMISSION OF BIDS

- a. Bidders must submit their technical and financial bids in PDF format on EPADS on or before the bid closing deadline i.e. November 18, 2025 at 12:00 pm.
- b. For sake of clarity it may be noted that single stage two envelope procedure will be adopted. The bidders are required to prepare their bids in accordance with this Bid Document and the same shall be uploaded on EPADS before closing deadline.
- c. Bids shall be properly sequenced, signed on each page, and prominently labeled “**Novation: SAP Annual Maintenance Contract (AMC)**” and marked for the attention of the “DGM (HR & Administration)”. Any Bid that does not fulfill the requirements mentioned in the Bid Documents will be considered non-responsive and will be rejected.
- d. BIDDERS will not be permitted to withdraw or amend/revise their bids after submission to the GHPL.
- e. Bidders are required to submit a Bid Bond in form of a demand draft/pay order/bank guarantee equivalent to PKR 200,000/- drawn in favor of “Government Holdings (Private) Limited” before the bid closing deadline otherwise bid will be rejected. The Bid Bond of unsuccessful BIDDERS will be returned in thirty (30) days after bid opening date. The Bid Bond of successful BIDDER will be replaced by a performance bond equivalent to 10% of Annual Maintenance Fee. The successful bidder will be required to submit the performance bond within ten (10) working days after intimation by GHPL to the successful bidder, failing which, the Company shall have the right to announce the second lowest bidder as the successful bidder. The bid bond will be forfeited in case the SUCCESSFUL BIDDER fails or delays to accept the fully termed contract or fails to submit performance bond within the stipulated time.
- f. GHPL may, at any time prior to the time specified for submission of bids, issue modification(s) in this Bid Document or any of its Annexures in the form of an addendum, either in response to a clarification and/or amendment requested by BIDDERS or whenever the GHPL considers it appropriate to issue such clarification and/or amendment to BIDDERS. Clarifications and/or amendments shall be shared at EPADS portal.

11) Deadline for Submission of Bids/Late Bids:

- 11.1 Bids must be uploaded on EPADS on or before the Bid Closing Date and Time specified in Bid Data Sheet Section-2.
- 11.2 The Company may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 (Amendments of Bid Documents) of Instructions to Bidders, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 11.3 Any bids sent by other means will not be entertained.

E. OPENING AND EVALUATION OF BIDS

12) Opening of Bids:

- 12.1 The Company will open all Bids, at the time, on the date, and at the place specified in Section-2 of this Bid Document, in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in Section-2 of this Bid Document. The Bidders' Representatives who are present shall sign an attendance sheet evidencing their attendance.
- 12.2 The Bidders' names, bid modifications (if any) or withdrawals, and the presence or absence of requisite bid bond and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening. Non-responsive bids shall only be rejected after bid opening with reasons to be recorded in writing by the Company.

- 13) Clarification of Bids:** To assist in the examination, evaluation, and comparison of bids, GHPL may at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing through email.

14) Evaluation of Bids:

- 14.1 Prior to the detailed evaluation, GHPL will determine the substantial responsiveness of each bid. A substantially responsive bid is one which conforms to all the terms and conditions (as provided in Annexure-B). Any bidder failing to provide the documents as mentioned in Annexure-B shall be technically disqualified from the bidding process.
- 14.2 GHPL will carry out a detailed technical evaluation (As per Annexure-C) of the bids to confirm that a bid is complete in all respects whether it conforms to the requirements as set out in the Bid Documents and bidder is technically qualified.
- 14.3 **Technical Evaluation Criteria:** The Technical Proposal of eligible bidders will be evaluated using the required specification mentioned in Scope of Work. Technical qualification shall be decided on the basis of criteria as provided with this Bidding Document and enclosed as Annexure-C. The bidders securing at least 70 marks shall be declared technically qualified.
- 14.4 **Financial Evaluation:** The financial bids of only the technically qualified bidders will be considered for financial evaluation. Financial evaluation will be based on the Annual Maintenance Fee, expressed as a percentage (%), inclusive of all direct and withholding taxes, but exclusive of indirect taxes (i.e., sales tax). The Contract will be awarded on Quality and Cost Based Selection (QCBS) method, on 70% quality and 30% cost basis.

F. AWARD OF CONTRACT

- 15) Notification of Award:** Prior to the expiration of the period of bid validity and after fifteen working days of the publishing of the bid results on PPRA website, the Company will execute the contract with the successful bidder. The Bidder may only sign the contract and ensure the timely delivery of the services in accordance with the terms of the contract, as herein specified. Signing of the contract shall govern the rights and obligations of the parties.
- 16) Award Criteria:** The Company will execute the contract with the successful bidder. The Company reserves the right to accept or reject any bid, to annul the bid process, and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the Company's action.
- 17) Performance Security:** The successful bidder shall provide the performance bond equivalent to 10% of the Annual Maintenance Fee in the form of a demand draft/pay order/bank guarantee in favor of "Government Holdings (Private) Limited". The performance bond shall be valid initially for 365 days. SAP Partner shall be obligated to extend the Performance bond or submit a revised Performance guarantee based on the Annual Maintenance fee for the further successive periods as may be advised by GHPL.
- 18) Schedule of Payment:**
- i. All payments shall be made upon the successful completion of project deliverables as per scope of work (Annexure-D). Bidder shall raise an invoice with respect to goods/services supplied to the Company. The invoice must include Goods Delivery Note/Final Acceptance Note (post installation and testing)/Project Completion Certificate (issued by the Company), whichever is applicable.
 - ii. The payment(s) shall be subject to a satisfactory report of completion of work from all concerned. GHPL will pay the invoices after completion of necessary approvals within 30 days after receipt of the invoice.
 - iii. All payments shall be transferred directly to the bidders provided bank account in Pak Rupees (PKR).
 - iv. No payment shall be made to the bidder in advance.
 - v. The payment shall be made to the bidder only when it is on the Active Taxpayers List (ATL) of FBR. If the bidder is not in ATL at the time of processing of invoice, no payment shall be made until the bidder appears in ATL of FBR.
 - vi. The relevant applicable tax laws shall be applied to invoices and payments. Taxes shall be deducted at source as per applicable laws at the time of payment.
- 19) Confidentiality:** The bidder shall keep all the information pertaining to bidding process especially evaluation of bid, confidential.

SECTION 2: BID DATA SHEET

The following specific data for the goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Deadline for Submission of Bids:	12:00 PM on November 18, 2025 (Pakistan Standard Time)	
Opening of Bids	12:30 PM on November 18, 2025 (Pakistan Standard Time)	
Bids to be received at:	Government Holdings (Private) Limited (GHPL), 5th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad	Attention: “DGM (HR & Administration)” Sealed Bid No: <u>GHPL/IT/05/11-25 – Bid for Novation: SAP Annual Maintenance Contract (AMC)</u> Deadline: On or before November 18, 2025 at 12:00pm (Pakistan Standard Time)
Delivery:	7 th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.	
Goods for use in (Country):	Pakistan.	
Bid Validity Period:	90 days.	
Language of the Bid:	English.	
Written communication	Through EPADS (https://eprocure.gov.pk/) email Procurement@ghpl.com.pk	
Requests for additional information:	Must be received at least seven (07) working days before the deadline for submission of bids. Bidders are encouraged to raise queries as early as possible.	



SECTION 3: BID SUBMISSION FORM

Must be duly completed by the Bidder and returned with the Bid

To:

**DGM (HR & Administration)
Government Holdings (Private) Limited
5th Floor, Petroleum House,
Ataturk Avenue, Sector G-5/2,
Islamabad
Tel No.: +92-51-9211236-37, +92-51-92112 39-40**

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods/services.

We undertake, if our Bid is accepted, to deliver the goods/services in accordance with all requirements mentioned in this TOR will be fulfilled and to deliver same to the designated point(s) within the delivery time.

We understand that you are not bound to accept any Bid you may receive.

Name of Bidder		
Address of Bidder		
Authorised Signature		Date:
Name of Representative		
Signature (Representative)		



SECTION 4: FINANCIAL COMPLIANCE SHEET

Financial Compliance Sheet (FCS) to be completed by Bidders. Separate Financial Cost including all Taxes and allied charges must be provided.

Sr. No	Item Description	Quantity	Annual Maintenance Fee in Percentage (%) (inclusive of all direct and withholding taxes, but exclusive of indirect taxes i.e. sales tax)
01	Annual Maintenance Fee for On-Premises SAP ECC 6.0 and Hana DB NOVATION (Licenses)	01 Job	
Annual Maintenance Fee in Percentage (inclusive of all direct and withholding taxes, but exclusive of indirect taxes i.e. sales tax) – In Words <hr/> <hr/>			

Note:

- i. The financial quote shall be provided in the form of an Annual Maintenance Fee, expressed as a percentage (%) of the existing licenses cost of GHPL, inclusive of all direct and withholding taxes, but exclusive of indirect taxes (i.e., sales tax). Payment will be made in Pak Rupees, inclusive of all applicable taxes, at the exchange rate prevailing on the date of payment. If there is a discrepancy between the percentage figures and words, the amount in words shall prevail;
- ii. Applicable taxes (Sales Tax, Levies, Duties, etc.) shall be on account of buyer as per prevailing rates.
- iii. 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 Supplier: _____

Address of Supplier: _____

Name of authorised Representative: _____

Phone number: _____

Email address: _____

Date: _____

Signature and Stamp: _____

ANNEXURE – A**ORGANIZATION INFORMATION**

Organization Information		
Sr. No.	Required Information	Response
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
4	General /Sales Tax Number	
5	Status of Organization (whether company, partnership or otherwise)	
6	Name and designation of 'Head of Organization'	
7	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
8	Name and designation of 'Contact Person':	
	Phone/s:	
	Email:	
	Fax:	
	Mobile:	

ANNEXURE – B**ELIGIBILITY RESPONSE CHECK LIST**

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

Sr. No.	Attributes	Reference Page in Bid	Attached (Yes/No)
1.	Compliance of Scope of Work as per Annexure-D		
2.	The bidder must have previous record of Novation/Conversion of S4HANA project(s) and support services.		
3.	The bidder must be SAP authorized partner; at least Gold status partner required.		
4.	The bidder must have at-least five (03) certified resource for each of FICO, JVA, PS, HCM, PSA and BASIS, modules.		
5.	The bidder must have an established office in Islamabad/Rawalpindi.		
6.	Complete Bidder profile including name, registered office address, telephone, fax and e-mail address, web address (if any), and complete contact details of the contact person.		
7.	NTN/GST registration certificates.		
8.	Evidence of Company Incorporation Certificate (copy required)		
9.	Affidavit on stamp paper, declaring that company/firm is not blacklisted by any government agency/authority. (To be uploaded scanned of original)		
10.	Bid Bond of PKR 200,000/-		

Note: The bidder must provide the supporting documents.

ANNEXURE – C

TECHNICAL EVALUATION

The following criteria shall be used for evaluating the technical competencies of the bidders. Bidders are required to secure at least 70 Technical Scores on an overall basis for technical qualification.

Technical Evaluation Criteria				
Sr. No.	Descriptions	Points	Maximum Points	(Attachments)
01	SAP Value Added Reseller (VAR) Status		10	Provide SAP certificate
	Platinum Status	10		
	Gold Status	08		
02	Last 3 Years Financial Position		10	Supported by audited financial reports of last 3 years
	Average turnover more than 500 million PKR	10		
	Average turnover 200 million to 500 million PKR	05		
	Less than 200 million PKR	00		
03	SAP Novation/Conversion Projects. (only completed projects shall be considered)		15	Details to be provided on Form-5 along with copies of the evidence substantiating the completion (certificate etc.)
	More than 07 projects	15		
	05 to 07 projects	10		
	03 to 05 projects	5		
04	SAP implementation/migration Projects of a minimum value of PKR 40 million and above during last five years (02 mark for each project)		10	Details to be provided on Form-4 of the evidence substantiating the completion (certificate etc.)
05	SAP Novation/Conversion Project(s) for Oil & Gas sector (3 marks for each project)		15	Details to be provided on Form-3 of the evidence substantiating the completion (certificate etc.)
06	FICO, JVA, PS, HCM, PSA and BASIS Certified Resources		15	Details to be provided on Form-2: Along with detailed CV & Copy of certificates for each resource
	Minimum one certified resource for FICO, JVA, PS, HCM, PSA & BASIS (02 marks for each resource)	12		
	At least 03 Certified Resources other than mentioned above (01 marks for each resource)	03		
4	Maintenance & Support hours for Z Code Customized reports		10	Confirmation to be provided on Company's Letterhead
	Minimum 150 Hours = 10 marks Minimum 100 Hours = 05 marks			

6	Experience in Implementing SAP/ERP Solutions (in terms of concurrent ERP licenses)		15	Details to be provided on Form-1 along with supporting documents
	More than 200 licenses	15		
	More than 100 licenses	10		
	More than 50 licenses	05		
	More than 10 to 49	2.5		
Total Marks Awarded			100	
Passing Criteria			70 Marks	

Weightage for Technical Bids (TW): (Marks Obtained out of 100) x 70/100

1. Financial Evaluation Criteria:

Financial bids will be opened only for those Companies/Firms who will secure at least 70 marks in Technical Evaluation. Criteria for financial bid evaluation is as under

Criteria	Points
The lowest financial bid will obtain the highest Financial Score (FS).	Formula for award of marks is as under: $FS = 100 \times (\text{Lowest Financial Bid Value} / \text{Financial Bid Value to be evaluated})$

Weightage for Financial Applications (FW): Financial Score (FS) x 30/100

Final Score

Final Score shall be calculated as per the following formula:

Final Score = Weightage for Technical Bids (TW) + Weightage for Financial Bids (FW)

The contract will be awarded to the firm/company obtaining highest rank in Final Score.

NOTE: In case two or more Applicants obtain the same Final Score then preference will be given to applicant having the highest marks at its technical evaluation stage.

ANNEXURE – D**SCOPE OF WORK****1. INTRODUCTION**

GHPL invites proposals from duly authorized and qualified SAP Value Added Resellers (VARs) for the novation of its existing SAP Annual Maintenance Contract (AMC) pertaining to the On-Premises SAP ECC 6.0, EHP 8.0 and database Hana complete SAP landscape (Prod, Dev, QAS) including HA and DR. The novation entails the complete transfer of all support and maintenance responsibilities from the incumbent SAP VAR to the selected VAR. The successful bidder shall assume full accountability for the delivery of SAP support and maintenance services in accordance with the End User License Agreement (EULA), ensuring uninterrupted business operations and sustained system performance.

2. PROJECT OBJECTIVES

The primary objectives of novation are as follows:

3.1. Seamless Transition

To execute a smooth, seamless, no-risk novation of the existing SAP Annual Maintenance Contract (AMC) from the current Value-Added Reseller (VAR) to the newly selected SAP VAR, ensuring no disruption to ongoing support, services, functionality and performance of the SAP system.

3.1. Authorized and Competent Partner Engagement

To identify and engage a competent, experienced, and SAP-authorized VAR capable of providing comprehensive, 24/7 maintenance and technical support in alignment with SAP's global standards and policies.

3.1. Sustained System Reliability and Business Continuity

To ensure uninterrupted, high-quality support for GHPL's SAP environment—covering incident management, system monitoring, and resolution of SAP OSS incidents—to maintain operational efficiency and business continuity.

3.1. Licensing and Compliance Assurance

To maintain valid maintenance coverage for all SAP licenses under the current and future Bill of Material (BoM), and to ensure full compliance for conversion from existing BoM to S4HANA with SAP's licensing, maintenance, and entitlement policies.

3.1. Future Proofing

2.5.1 Establish a robust and scalable licensing framework that supports organizational growth and accommodates future technological advancements particularly planned Conversion and Implementation of On-Premises SAP S/4HANA.

2.5.2 Partner must ensure that AMC must cover the conversion of existing ECC licenses to S4HANA licenses when required as per standard ToRs of SAP for conversion licenses.

3.1. **Effective Coordination and Renewal Management**

To facilitate timely renewal, entitlement maintenance, and coordination with SAP for updates, patches, and version upgrades, ensuring GHPL's SAP landscape remains current and fully supported.

3.1. **Legal Compliance**

Ensure that the transfer of SAP licenses is executed in complete compliance with the provisions of the original SAP's Standard End User License Agreement (EULA), SAP's policies and all applicable legal and regulatory requirements.

3. **SCOPE OF SERVICES**

The selected partner will be responsible for taking over the full scope of SAP Application Management Services, including but not limited to:

3.1. **Annual Maintenance Renewal**

- 3.1.1 Manage the annual SAP maintenance renewal process (Enterprise Support or Standard Support, as applicable).
- 3.1.2 Validate the license inventory and align the renewal with actual usage and contractual terms.
- 3.1.3 Liaise with SAP for renewal confirmations, documentation, and issue resolution.
- 3.1.4 Liaise with SAP for Conversion of existing On-Premises ECC licenses to S4HANA licenses (On-Premises) and for any other conversion/upgradation/addition of SAP licenses as planned by GHPL time to time.

3.2. **Application Maintenance and Support**

Comprehensive support for the specified SAP modules, including handling incidents, problems, and service requests.

3.3. **Preventive and Corrective Maintenance**

Performing regular health checks and resolving issues to prevent system downtime.

3.4. **Monitoring and System Administration**

Proactive monitoring of the SAP system landscape and carrying out all necessary BASIS activities and respective quarterly reporting.

3.5. **Release and Patch Management**

Managing and deploying SAP support packs, patches, and version upgrades as needed.

- 3.5.1. SAP proactively releases security patches to address newly discovered vulnerabilities. Installing these is essential to protect your system from cyberattacks.
- 3.5.2. **Support Packages & Enhancement Packages:** These are collections of bug fixes, security patches, and minor functional improvements. They are regularly released to improve the overall stability and performance of your system.

- 3.5.3. **Kernel Updates:** Updates to the core runtime environment of your SAP system for better performance and security.

3.6. New Releases, Upgrades, Patches, and Security Notes

- 3.6.1. Monitor and share updates, support packages, and security notes relevant to licensed components.
- 3.6.2. Advise on and coordinate the application of recommended patches and corrections.
- 3.6.3. Provide periodic summaries of significant SAP updates and recommendations.

3.7. Incident Management

- 3.7.1. Assist GHPL in logging and tracking SAP OSS incidents.
- 3.7.2. Liaise with SAP Support to ensure timely progress and closure as per SAP's standard SLAs.
- 3.7.3. Provide summary documentation or RCA reports where applicable.

3.8. Governance and Advisory

Conduct quarterly governance reviews summarizing:

- 3.8.1. Maintenance renewals and upcoming expiries.
- 3.8.2. Active or pending OSS incidents and their status.
- 3.8.3. Recommended support-package or patch levels.
- 3.8.4. Advise on indirect usage or other SAP program elements where relevant.

3.9. Service Levels

All support services will adhere to the standard service level agreement (SLA) prescribed by SAP for the Customer's support program.

3.10. Proactive Services & Expert Access

- 3.10.1. SAP Solution Manager (SolMan) Integration:** Maintenance contract includes the rights to use SolMan for monitoring, testing, and change management, which helps in proactively identifying issues.
- 3.10.2. Early Watch Alert (EWA):** Maintenance contract includes EWA, setup, installation, maintenance where SAP remotely analyzes your system's performance, configuration, and health to optimize system and prevent potential problems.
- 3.10.3. Direct Access to SAP Experts:** The contract includes opportunities to engage with SAP experts for best practice guidance on implementation and optimization.

3.11. Documentation

Upon completion of novation, the VAR shall provide GHPL with updated documentation reflecting the maintenance agreement incorporating all the terms as given herein, validity periods, and SAP confirmation of successful novation including the planned conversion from ECC to S4HANA.

3.12. Support for Existing Customized Reports

The bidder shall provide operational and configurational support for existing SAP customized reports, as and when required by GHPL. The bidder must provide a minimum 50 hours complementary. This support shall include minor adjustments, and troubleshooting necessary to ensure continued functionality and alignment with system operations. Unutilized support hours shall not be carried forward to the following year.

3.13. Coordination and Support for Upgradation Activities (ECC 6.0/Hana to S4HANA)

The AMC VAR must extend full technical and administrative cooperation to any other SAP-certified implementation partner appointed by the GHPL for the purpose of system upgradation, conversion, or migration activities, including but not limited to the transition from SAP ECC to SAP S/4HANA. The AMC VAR must:

- i. Facilitate timely access to SAP maintenance portals, OSS Notes, license keys, system downloads, and related SAP support resources as reasonably required by the implementation partner and approved by the Client.
- ii. Coordinate and share relevant system, landscape, and license information necessary to ensure smooth and uninterrupted upgrade execution.
- iii. Avoid any act or omission that may hinder, delay, or restrict the upgradation process or technical collaboration with the implementation partner.
- iv. Remain responsible for maintaining the validity of the SAP maintenance contract, license compliance, and communication with SAP during the upgrade period.
- v. Participate in coordination meetings and provide required inputs as part of the Client's upgrade governance framework.

Failure to provide reasonable cooperation under this clause shall be considered a material breach of this Agreement and may result in remedial action or penalties as deemed appropriate by the GHPL.

4. CURRENT SAP LANDSCAPE

The information about the current landscape is available with the GHPL which will be provided to the interested bidder(s) upon written request.

5. PROJECT EXCLUSION

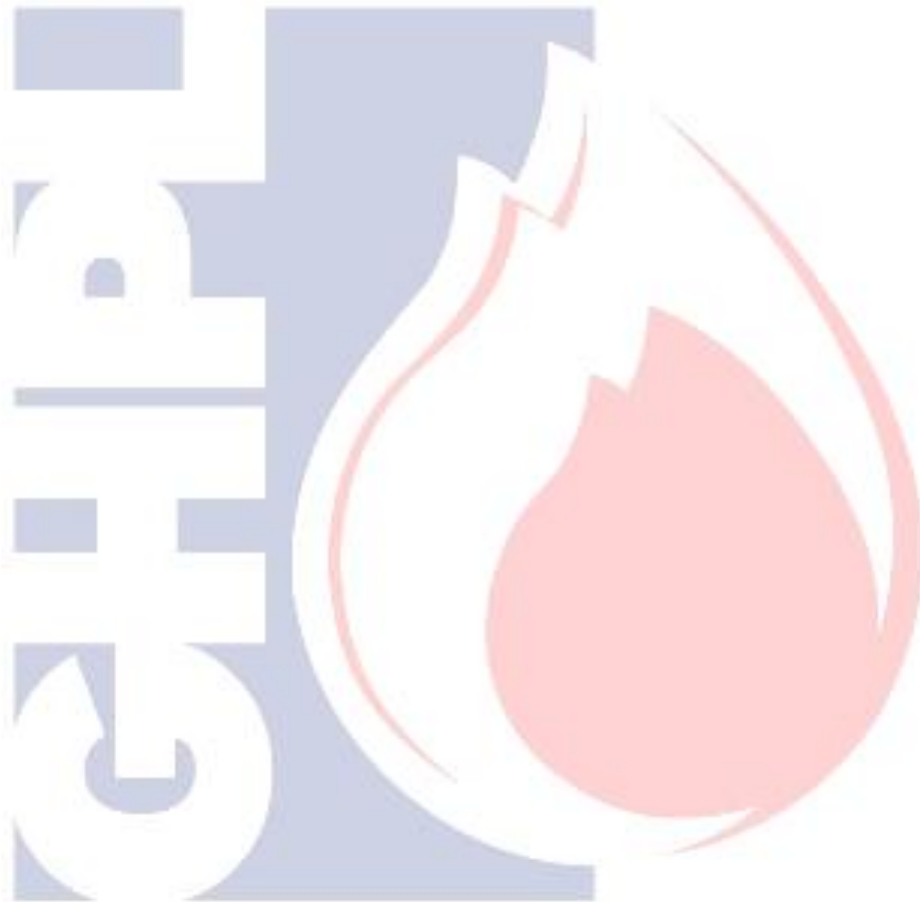
Below items are out of scope and not included in the scope of project:

- i. Hardware Provision;
- ii. Infrastructure Support;
- iii. Cost and effort of performing the Conversion (consultants, implementation, testing, etc.) are not covered though bidder/selected VAR must be responsible to ensure conversion of existing ECC licenses into S4HANA licenses when required by GHPL in FY 25-26 or later-on.

6. DELIVERY TIMELINES

As per SAP guidelines, the successful bidder shall be responsible to complete the NOVATION process and take-over the current GHPL SAP landscape before December 31, 2025 to ensure the operational continuity. The bidder is required to provide following information:

- 6.1. Transition Plan: A detailed, phased approach for a risk-free transition of the AMC, including the knowledge transfer (KT) process.
- 6.2. Service Delivery Model: A clear description of your proposed service delivery model (e.g., on-site, off-site, hybrid) and how it will be managed.
- 6.3. Support Methodology: Your approach to incident, problem, and change management, and how you will ensure service quality.



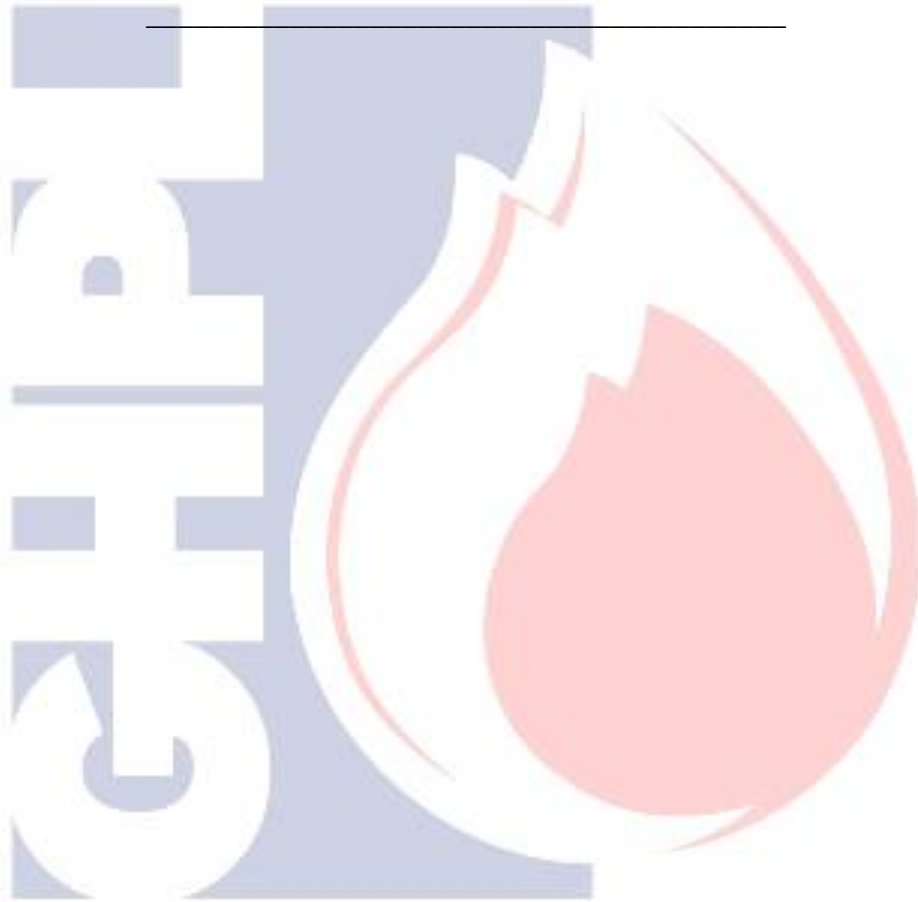
ANNEXURE-E: FORM OF AGREEMENT

AGREEMENT FOR NOVATION: SAP ANNUAL MAINTENANCE CONTRACT (AMC)

BETWEEN

GOVERNMENT HOLDINGS (PRIVATE) LIMITED

AND





This contract for provision of services related to Novation: SAP Annual Maintenance Contract (AMC) (hereinafter called the “**Contract**”) is made the _____ day of _____, 2024, 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 Novation: SAP Annual Maintenance Contract in accordance with the scope of work as fully described in Appendix–II 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 SAP Consultant is hereby appointed to provide the Services in consideration of the fees set forth in this Contract.
- 1.2 SAP Partner undertakes and agrees that it shall provide the Services with all due diligence, care, efficiency, economy, and to the acceptable standards.
- 1.3 This Contract shall become effective from [date -----] and shall, unless terminated earlier in accordance with the terms hereof, remain in force and effect for a period of three (03) years. 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 Appendix–I attached hereto, which is inclusive of all direct and withholding taxes, but exclusive of indirect taxes (i.e., sales tax). 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 In consideration of providing the Services, GHPL shall pay to the SAP Partner against the Services within 30 days upon the receipt by GHPL original error free invoice.
- 2.3 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.
- 2.4 SAP Partner shall furnish a performance guarantee to GHPL in the form of a bank guarantee or pay order or demand draft issued by a scheduled bank in Pakistan acceptable to GHPL, before signing of this Contract. The bank guarantee shall be unconditional, on demand and without recourse to SAP Partner. The amount of the bank guarantee shall be equal to 10% of the Annual Maintenance Fee, 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 pay order or demand draft 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 or pay order or demand draft in favour of GHPL.

3 TERMINATION

- 3.1 Notwithstanding the term of the Contract in Article 1, either Party may terminate this Contract by serving on the other thirty (30) days' prior written notice.
- 3.2 Notwithstanding clause 3.1, in the event of any breach or non-performance or non-compliance of any obligation under this Contract by 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 ENTIRE AGREEMENT

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

10 MODIFICATION

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

11 SEVERABILITY

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

12 ENFORCEMENT AND WAIVER

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

13 INDEMNIFICATION

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.

14 PERFORMANCE GUARANTEE

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.

15 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 the [] or his designated representative (name & address) and on behalf of the GHPL by []. 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:

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)

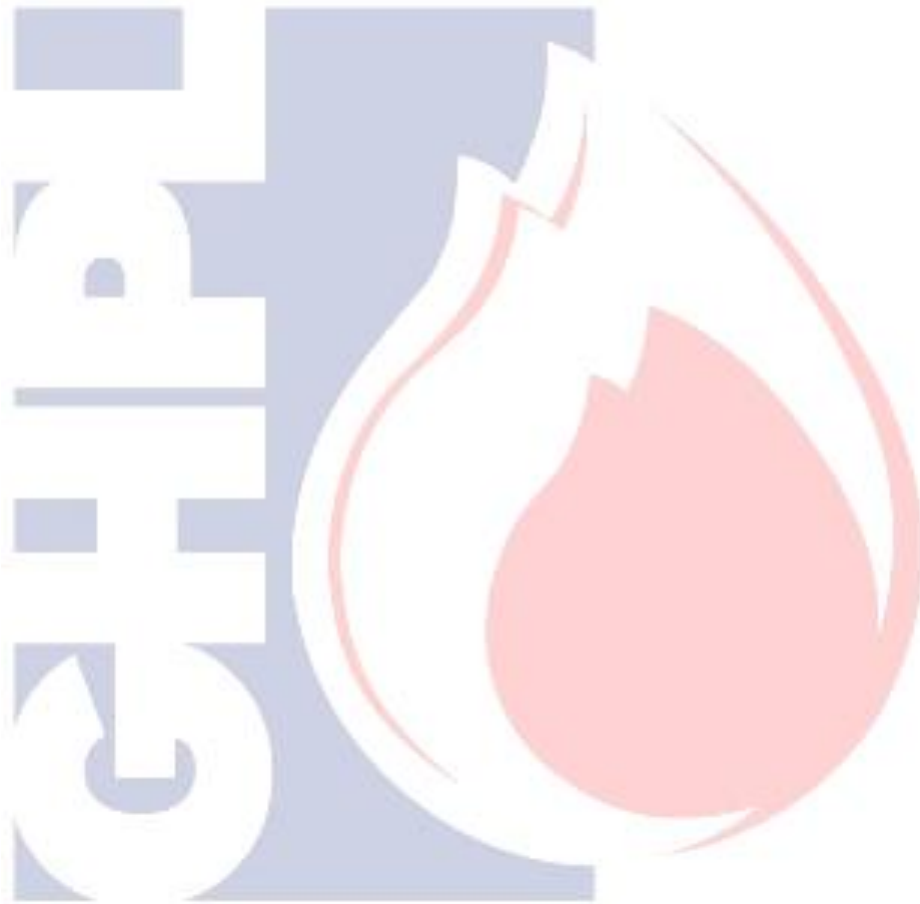
Witness 1: _____

Witness 1: _____

Witness 2: _____

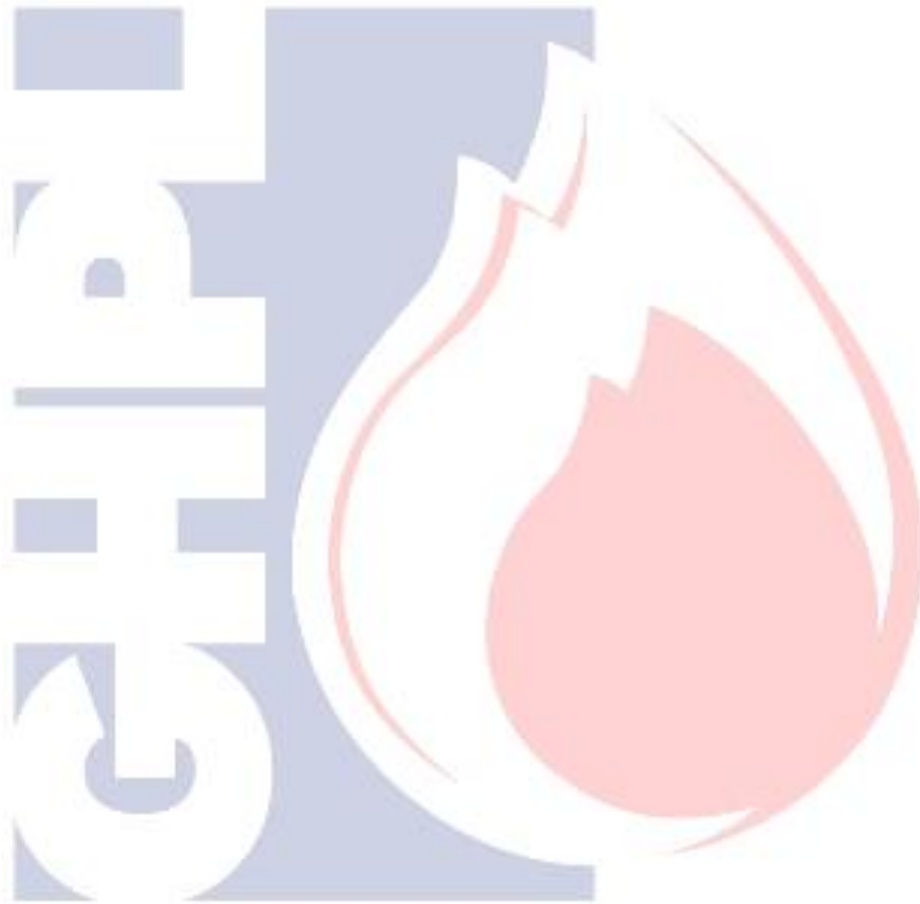
Witness 2: _____

Appendix-I (Scope of Work)





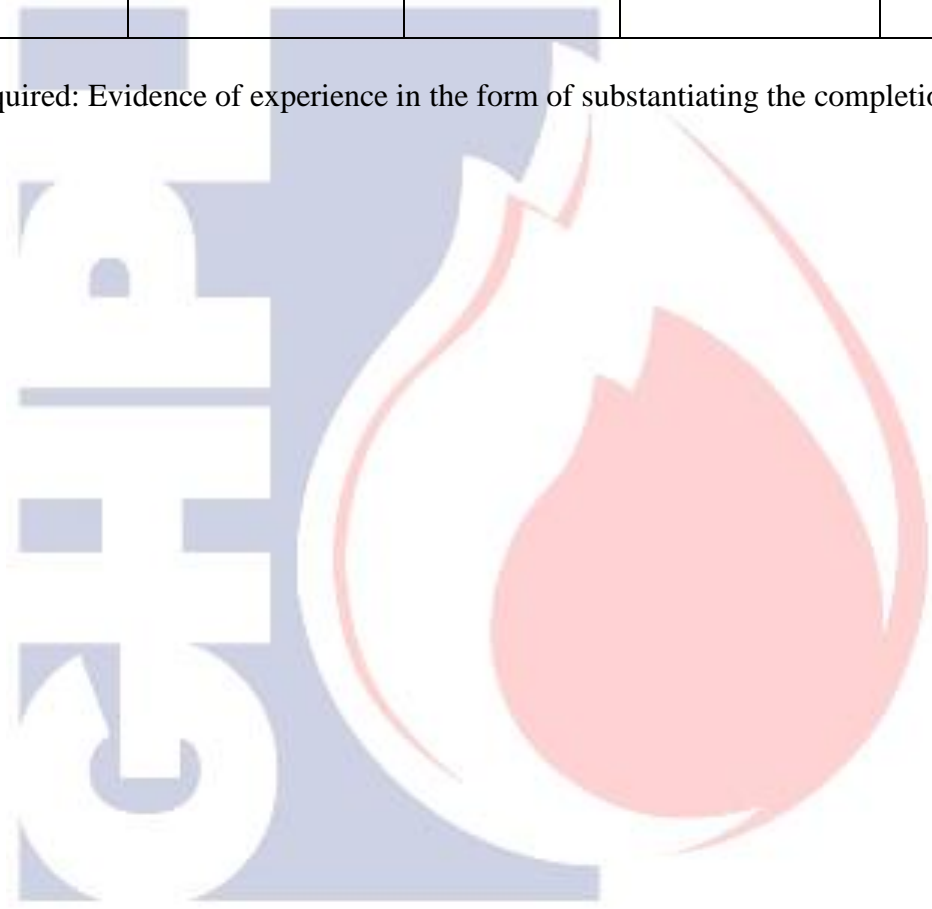
Appendix-II (Price Schedule)



FORM-1: INFORMATION FOR SAP IMPLEMENTED (COMPLETED PROJECTS) WITH CONCURRENT ACTIVE USERS

Sr. No.	Name of Client	Client Details (Contact Person, Number & email)	ERP License Type	Total Number of Concurrent Licenses	Evidence of Experience Enclosed (Yes/No)

Attachments required: Evidence of experience in the form of substantiating the completion (certificate etc.)



FORM-2: INFORMATION FOR EVALUATION OF THE CERTIFIED RESOURCES

Sr. No.	Name of Resource	Total Experience	Qualification	Type of Certification	Evidence of Experience Enclosed (Yes/No)

Attachments required: Evidence of experience in the form detailed resume of each resource along with certificates.



FORM-3: INFORMATION FOR SAP PROJECTS OF A MINIMUM VALUE OF PKR 40 MILLION AND ABOVE DURING LAST FIVE YEARS

Sr. No.	Project Title Implementation/ Migration	Client	Client Details	Project Value (PKR)	Evidence Enclosed (Yes/No)

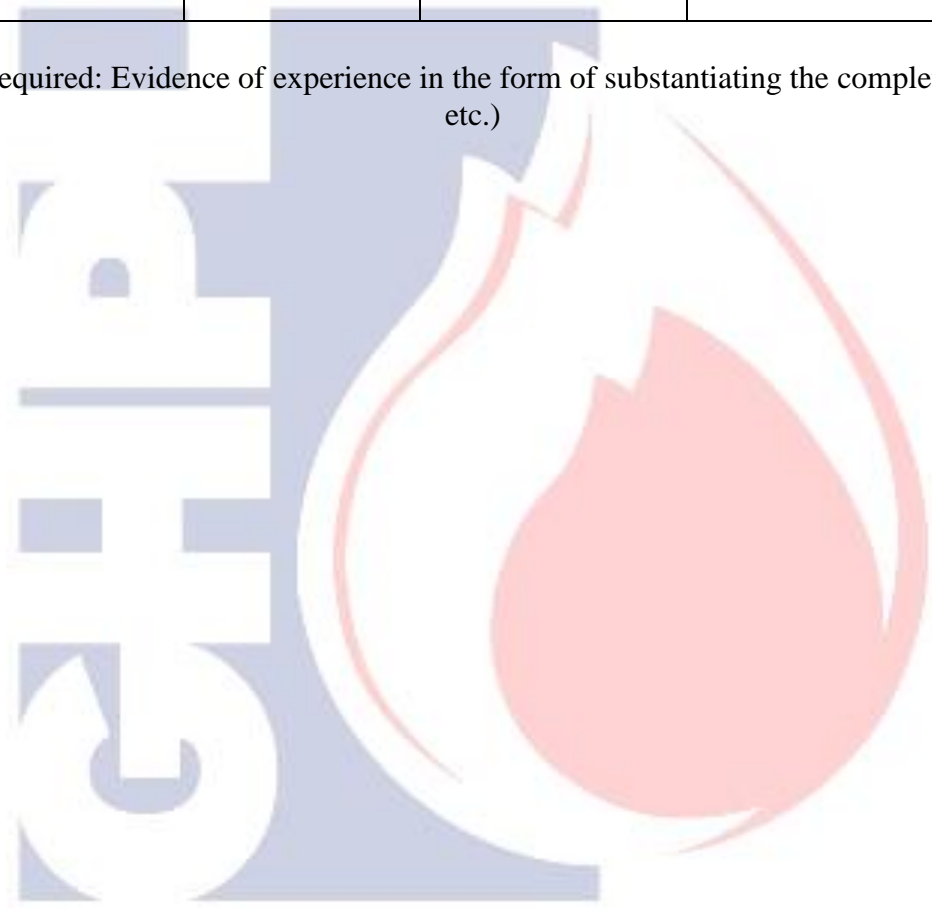
Attachments required: Evidence of experience in the form of substantiating the completion (certificate etc.)



FORM-4: INFORMATION FOR SAP PROJECTS (NOVATION/CONVERSION) FOR OIL & GAS SECTOR

Sr. No.	Project Title Novation/Conversion	Client	Client Details	Project Description	Evidence Enclosed (Yes/No)

Attachments required: Evidence of experience in the form of substantiating the completion (certificate etc.)

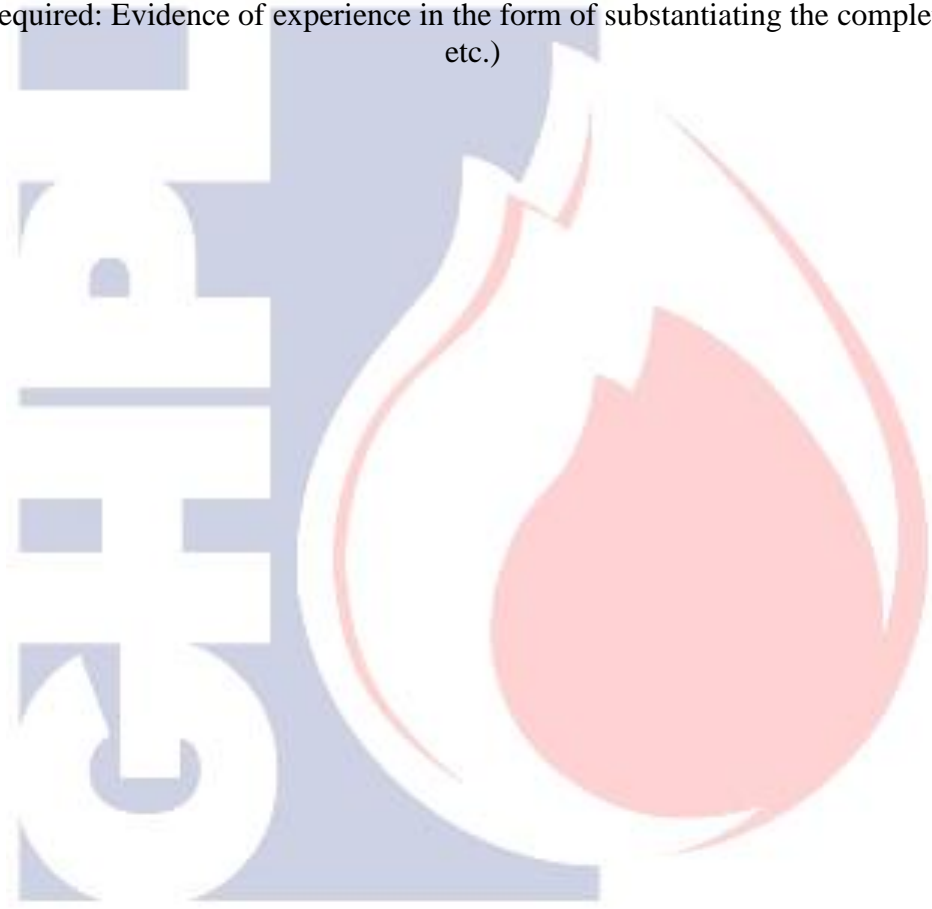




FORM-5: INFORMATION FOR SAP (NOVATION / CONVERSION) COMPLETED PROJECTS

Sr. No.	Project Title (SAP Novation / Conversion)	Client Name	Client Details	Project Description	Evidence Enclosed (Yes/No)

Attachments required: Evidence of experience in the form of substantiating the completion (certificate etc.)





ANNEXURE-F

BID BOND FORMAT

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

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

Dear Sirs,

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

1. To make un-conditional payment of Rs. 100,000/- (Pak Rupees One 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)



ANNEXURE-G

PERFORMANCE GUARANTEE FORMAT

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

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

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

Dear Sirs,

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

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

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment of Rs. _____/- (Pak Rupees _____ Only) at any time on your written demand(s) without further resource, question or reference to Bidder or any other person, in the event of default or non-performance and / or non-fulfillment by Bidder of his obligation's liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations, and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Company and to make payment accordingly within 03 (three) days of receipt thereof.
3. The performance guarantee shall come into force on [Insert date] and shall remain in full force, operative, effective and binding upon us for up to 365 days or as may be extended by the Bidder from time to time. The Surety shall notify GHPL in the event that the Bidder does not apply for renewal of this performance guarantee ten days prior to the expiry date of this performance guarantee or as extended from time to time.
4. That on grant of time or other indulgence to amendment in the terms of the contract by contract with Bidder in respect of the performance of his obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.



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

For and on behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)



ANNEXURE-H

INTEGRITY PACT

Dated: _____

We, M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from Government Holdings (Private) Limited (GHPL) or any of its officers and employees or any other entity owned or controlled by GHPL through any corrupt business practice.

Without limiting the generality of the foregoing, M/s _____ represents and warrants that it has fully declared the fees, etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GHPL, except that which has been expressly declared pursuant hereto.

M/s _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GHPL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GHPL under any law, contract, or other instrument, be voidable at the option of GHPL.

Notwithstanding any rights and remedies exercised by GHPL in this regard, M/s _____ agrees to indemnify GHPL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GHPL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GHPL.

Name of Seller/Bidder: _____

Signature: _____