

# **PUNJAB SKILLS DEVELOPMENT FUND**

## **Tender Document**

Procurement No: 19/SYIG/PSDF/O365L

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### **Provisioning of Office 365 Licenses**

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**OCTOBER 2022**



**Submission Date for Sealed Bids: October 20, 2022, on or before 03:00 PM**

21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: [psdf.org.pk](http://psdf.org.pk)

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## 1) Invitation to Bids

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 by the Government of Punjab (GoPb). PSDF offers quality demand driven skills training to vulnerable and poor youth of Punjab helping them to create sustainable income generation opportunities in Pakistan and beyond.

Sealed bids/proposals are invited from established firms/companies for “**Provisioning of Office 365 License**” (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the Tender document and provide relevant information along with supporting documents mentioned in this tender document.

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost for 1 Year
1	Provisioning of Office 365 Licenses	019/SYIG/PSDF/O365L	One Year (Extendable for other terms)	October 20, 2022 on or before 03:00 PM	October 20, 2022 on 03:30 PM	PKR 1.033 million

**For further details and terms of reference, please visit:**

- [etender.psdf.org.pk/esop/guest/go/public/opportunity/current](https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current)
- PPRA website [ppra.punjab.gov.pk](http://ppra.punjab.gov.pk)

**Important Information:**

- Follow instructions on [etender.psdf.org.pk](https://etender.psdf.org.pk)
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.

**Procurement Department, Punjab Skills Development Fund**  
21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.  
UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: [psdf.org.pk](https://psdf.org.pk)

## 2) Instruction to Bidders

The selection of Bidder will be based on **Least Cost Selection Method** through **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted through E-tendering portal under Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, technical envelope shall be opened on the E tender portal, and the envelope marked as “Financial Proposal” shall be retained unopened
- c) PSDF shall evaluate Technical Proposals in a manner prescribed in section– **03 and 10** (Technical Envelope) available on the portal, without reference to the price and shall reject any proposal which does not conform to specified requirements.
- d) During the technical evaluation, no amendments to Technical Proposal shall be permitted.
- e) After the evaluation and approval of the technical proposals, the financial/commercial envelope (on E-tender portal) shall be opened for technically responsive bids, publicly at a time, date and venue announced and communicated to the bidders in advance, with in the bid validity period.
- f) The financial bids found technically non-responsive shall be rejected.
- g) Financial (Commercial Envelope) Proposal shall be evaluated based on PSDF’s evaluation criteria as provided in section **11** of the bidding document and envelopes available on portal.
- h) Minimum passing marks are 65, a bidder who obtains a minimum of 65 marks or more shall be marked as technically qualified and shall be considered for financial bid opening.
- i) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency
- j) The lowest evaluated bid shall be awarded the contract
- k) This document has different sections carrying information on eligibility, technical evaluation, Scope of work, conditions of tender and form of contract, etc. to assist potential bidders to develop their Technical Proposals.

## 3) Conditions for Eligibility (Mandatory Requirement)

The bidders, fulfilling the following criteria, shall be considered eligible for the bidding process.

1. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a

copy of registration. (Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)

2. Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper of **Rs 100**, declaring that the company is not blacklisted.)
3. Evidence of the bidding firm/company's registration/Incorporation is required (Please attach copy of certificate of incorporation/company registration certificate.)
4. Joint venture of any kind is not allowed to participate in the bid. (Please attach a declaration on letterhead that not participating as Joint venture.)
5. Bidding Vendor must be Silver/Gold Partner of Pakistan and the quoted licenses should hold support from the principal (Must present latest letter of ranking from Principal which must be covering support).

If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, "Eligibility Criteria Checklist" (Annex B) shall be disqualified and declared ineligible from the bidding process and its further technical evaluation shall not be carried out.

#### **4) Scope of Work**

1. Specification/required services detail is provided in Annexure-D.
2. PSDF technical department shall inspect and check the Office 365 Licenses supplied at the time of the delivery.
3. PSDF shall sign off User Acceptance Certificate of all Office 365 Licenses, thereafter, payment shall be released.
4. Bidder will submit complete specifications of required Office 365 Licenses in technical proposal for approval of PSDF.
5. In-case partial PO is issued upon requirement of more license's solution provider will invoice Office 365 A3 licenses fee based on the remaining period out of 12-month contract, will not charge full 12-month fee.
6. The total quantity of Office 365 A3 Licenses required mentioned in Annex-E, however, PSDF can increase or decrease the quantity of required Office 365 A3 Licenses throughout the contract period. Also, PSDF can issue a partial Purchase order based on the requirement as when required.

#### **5) Condition for Contract /General Guidelines**

The successful bidder shall agree to the following terms of references to provide Provision of Office 365 Licenses to PSDF:

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter into a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.
- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal, if required.
- g) PSDF reserves the right to verify any information provided by the bidder and can visit business premises to verify the information.
- h) Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- i) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- j) Successful bidders shall work with close coordination of PSDF admin team.
- k) All the services shall be checked and verified by PSDF admin team.
- l) Successful Bidder will ensure that effective systems are in place for preventing and responding to acts of sexual exploitation and abuse.
- m) Bidder shall provide the details of the staff to contact with PSDF on regular basis to provide the services without any failure.
- n) **Clarifications/ queries may be requested by October 17, 2022, before 5:00 PM through message box option of e-tendering portal and no response shall be given, if not requested through the message box of e-tendering portal.**
- o) Punjab Procurement Regulatory Authority (PPRA) Rules, 2014 will be applicable for this procurement
- p) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

## 6) Form of Contract

- a. The successful bidder shall sign and execute the standard contract of PSDF (tentative Draft attached as **annex-I**) including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall provide the agreed services within the stipulated time agreed in the contract.
- c. The duration of the contract shall be 1-year; however, it can be extendable for another term with the mutual consent of both the parties.
- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All the payments will be done on post monthly basis, after verification of satisfactory services by the admin team of PSDF based on actual services rendered.
- h. All taxes will be deducted in accordance with the applicable laws.
- i. The bid shall remain valid for the period of **120 days** from the date of bid opening.

## 7) Form of Bid

The Bidders shall follow the Form of Bid specified in **Annex F** to submit the financial bid.

## 8) Delivery Timelines or Completion Date

Unless agreed otherwise, Office 365 Licenses shall be provided within 3 days from the date of execution of the contract/PO issuance.

## 9) Performance Guarantee

- a) The successful bidder will submit a performance guarantee in the form of pay order or bank guarantee 2% of the contract value at the time of signing the contract which will be returned after completion of the contract.

## 10) Technical Evaluation Criteria

The technical proposal of eligible organizations will be evaluated against requirements specified in the in **"Annex – E"**.

## 11) Financial Evaluation Criteria

The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present, at

the time and place announced prior to the opening. Please provide information regarding Financials in Annex – F” and commercial envelope of the E-tendering portal.

**12) Submission of Bids (Technical and Financial Proposal): -**

Complete bid containing the Technical (Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated i.e., **October 20, 2022, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **October 20, 2022, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

**a. Bid Security**

Bid Security of 2% of estimated cost in the form of a pay-order or demand draft favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. ***The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal.*** Bid Security of disqualified bidders will be returned after awarding the business to the successful bidder on request.

**b. Cover Letter for the Submission of Technical Proposal**

A cover letter as specified in “**Annex H**” shall be submitted with the proposal.



## Annexures

### Annex – A Organizational Information

Organization Information			
Sr. #	Required Information	Response	
1	The legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Others (Please specify)	
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:		
	Mobile:		
	Email:		
	Fax:		

## Annex – B Eligibility Response Checklist

Eligibility Check List				
Sr. No	Eligibility Criteria Details	Response/Elaboration/ Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration.	(Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)	<input type="checkbox"/>	<input type="checkbox"/>
2	Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper of Rs 100, declaring that the company is not blacklisted.)	<input type="checkbox"/>	<input type="checkbox"/>
3	Evidence of the bidding firm/company's registration/Incorporation is required.	(Please attach copy of certificate of incorporation/company registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>
4	Joint venture of any kind is not allowed to participate in the bid.	(Please attach a declaration on letterhead that not participating as Joint venture.)	<input type="checkbox"/>	<input type="checkbox"/>
5	Bidding Vendor must be Silver/Gold Partner of Pakistan and the quoted licenses should hold support from the principal (Must present latest letter of ranking from Principle which must be covering support).	(Must present latest letter of ranking from Principal which must be covering support)	<input type="checkbox"/>	<input type="checkbox"/>

### Annex – C Relevant Experience

Relevant Experience		
Sr. #	Required Information	Response  (Please provide exact information with the organization name, location/s, and duration)  Provide data in the sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
2	Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020)	i.
		ii.
		iii.
		iv.
3	Goods/Services provided to Number of companies/firms	i.
		ii.
		iii.
		iv.

#### Annex – D (Specification/Scope of Work)

Specification of Office 365 Licenses		
S. No	Product	Quantity
1	Renewal Office 365 A3 for faculty	
	Licenses Renewal	80
2	Technical Support	
	12 Months Partner Local Support	Service
3	Office 365 Administrative Training	
	PSDF Technical Staff Training & Certificate	Service
4	Self Service Portal	
	<ul style="list-style-type: none"> <li>Access to CSP Control Panel for managing licenses</li> <li>Access to direct Microsoft Support Services for billing and technical issues</li> </ul>	Service

### Annex – E Technical Evaluation Criteria

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Category Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
<b>1</b>	<b>Client Portfolio</b>	<b>25</b>		Documentary proof (copies of contract or purchase orders) should be furnished.
	Worked with above 10 local/international/ Telecom /MNC clients/ government/semi government and/or autonomous bodies.		25	
	Worked with more than 7 but less than or equal to 10 local/international/ Telecom /MNC clients/ government/semi government and/or autonomous bodies.		15	
	Worked with more than 4 but less than or equal to 7 local/international/ Telecom MNC clients/ government/semi government and/or autonomous bodies.		10	
<b>2</b>	<b>Relevant Experience</b>	<b>25</b>		Documentary proof (copies of contract or purchase orders) should be furnished.
	Providing Office 365 Licenses for more than 5 years		25	
	Providing Office 365 Licenses for more than 3 years but less than or equal to 5 years		20	
	Providing Office 365 Licenses more than 1 year but less than or equal to 3 years		10	
<b>3</b>	<b>Financial Capability</b>	<b>20</b>		Copy of 20-21 financial audit report done by ICAP/SBP registered auditing firm or tax return of 20-21
	Annual revenue of company should be greater than Rs. 20 million		20	
	If annual revenue is less than or equal to Rs. 20 million but greater than 15 million		15	
	If annual revenue is less than or equal Rs.15 million but greater than 10 million		10	
<b>4</b>	<b>Support Office Address Details</b>	<b>15</b>		Documentary details of Office address on company letter head
	Support Office address in Lahore		15	
	Support Office address anywhere in Pakistan.		10	
<b>5</b>	<b>Certified Engineers for Support</b>	<b>15</b>		Resumes and certificates of the certified engineers should be furnished like MS-900 and MS-700.
	More than or equal to 3 Certified engineers		15	
	2 Certified engineers		10	
<b>Total Points Awarded</b>		<b>100</b>		

Minimum passing marks for technical qualification are 65. Please attach supporting documents for technical qualification and scoring.

#### Annex -F Financial Proposal

Sr. No.	Description	Unit Price with Applicable Taxes USD	Applicable Taxes %	Quantity	Total Price with Applicable Taxes USD
1	Renewal Office 365 <b>A3</b> for faculty			80	
2	Technical Support as per scope (Service)			1	
3	Office 365 Administrative Training & Certificate as per scope (Service)			1	
4	Self Service Portal as per scope (Service)			1	

**Note:**

- Business shall be awarded based on Least Cost Selection Method.
- Payment shall be made within 30 days after, complete Provisioning of Office 365 Licenses, user acceptance certificate and submission of Invoice.
- All the payments shall be made in PKR after applying all the applicable taxes.
- PSDF shall be entitled to increase or decrease the quantity of the required licenses throughout the contract period through a purchase order.
- USD to PKR shall be converted as per prevailing SBP rate on the date of issuance of Purchase Order.

## Annex- G Declaration

### Declaration

Kindly provide the declaration as per the format provided below at the end of the proposal.

I, \_\_\_\_\_ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorised by the Governing body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

<b>Name</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Date and Place</b>	

**Annex- H Cover Letter**

*[Firm/company's letterhead]*

*[Date]*

To

Chief Executive Officer

*[Address mentioned in Guidelines]*

**Re:** Proposal in respect of Provisioning of Office 365 License

Dear Sir,

We offer to provide the goods for [Provisioning of Office 365 Licenses for PSDF] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents on E-tendering portal.

Provisioning of Office 365 Licenses are offered with 1-year support backed by the principle.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the Provisioning of Office 365 Licenses as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

**Note: Kindly fill all the above relevant annexures and attach with the proposal.**



**Annex- I Tentative Draft Contract.**

**DATED \_\_\_\_\_ 2022**

**AGREEMENT FOR THE PROVISIONING OF OFFICE 365 LICENSES**

**BETWEEN**

**Punjab Skills Development Fund**

**AND**

**-**

**THIS AGREEMENT** is made at Lahore, Pakistan this \_\_\_\_\_ day of \_\_\_\_ **2022**:

**BETWEEN**

**PUNJAB SKILLS DEVELOPMENT FUND**, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

**AND**

==, Lahore hereinafter referred to as “**Software PROVIDER**” which expression shall, wherever the context so requires or permits include, its successors and assigns).

(PSDF and Software Provider shall individually be referred to as a “Party” and collectively as “Parties”)

**WHEREAS**, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to obtain a license to run and operate the Office 365 (“**Software**”).

**AND WHEREAS** Software Provider is desirous of providing the aforesaid Software and submitted its bid on -- and the bid has been deemed successful for awarding of this Agreement.

**AND WHEREAS**, Software Provider has agreed to offer and PSDF has agreed to procure the envisaged Software on the terms and conditions set out herein below.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## **1. RECITALS**

1.1 The Recitals hereof shall form an integral part of this Agreement.

## **2. SCOPE OF WORK**

- 2.1. Software Provider agrees to provide the Software detailed in **Appendix A** in line with the prescribed terms of reference.
- 2.2. Software Provider further agrees to provide all related support and services that may be required by PSDF at any time during the term of this Agreement.

### **3. TERM & PAYMENT**

- 3.1 This Agreement shall come into force on the date of execution of this Agreement and its duration shall be -- extendable for a similar term on same terms and conditions by mutual agreement between parties.
- 3.2 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.
- 3.3 In consideration of the satisfactory provision of Software and related services, PSDF shall pay an amount in accordance with **Appendix B** of this Agreement.
- 3.4 All payments made hereunder shall be made subject to applicable tax deductions.

### **4. OBLIGATIONS**

- 4.1. In providing the Software and related services to PSDF, Software Provider shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Software Provider from time to time.
- 4.2. Software Provider shall ensure that the Software is original and of the requisite quality which shall be checked and inspected by the PSDF IT Department.
- 4.3. Software Provider shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.4. Software Provider shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.5. Software Provider shall retain and maintain all records related to the Agreement during the life of the Agreement and 3 years after the expiry of this Agreement.
- 4.6. Software Provider shall provide all relevant documentation regarding the Software to PSDF.
- 4.7. Software Provider shall, if required by PSDF, provide training services to all the employees of PSDF for the operation etc. of the Software.

### **5. WARRANTIES AND REPRESENTATIONS**

- 5.1. Software Provider' warranties and representations

- 5.1.1. Software Provider warrants and represents that it has submitted 2% of the total contract amount as Performance guarantee (or any other form of performance security acceptable to PSDF).
- 5.1.2. Software Provider represents and warrants that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- 5.1.3. Software Provider is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest.
- 5.1.4. Software Provider warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Software and related services and carrying out all related activities in relation to this Agreement.
- 5.1.5. Software Provider warrants and represents that it has experience of at least 10 years of providing, installing and licensing the Software.
- 5.1.6. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.7. Software Provider warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.8. Software Provider warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 5.1.9. Software Provider warrants that shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 5.1.10. This Agreement and all documents to be executed by Software Provider and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Software Provider.

## 5.2. PSDF's warranties and representations

5.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to Software Provider in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

## **6. INDEMNITIES AND LIABILITIES OF SOFTWARE PROVIDER**

6.1. Software Provider shall be fully liable for the obligations arising out of or in connection with this Agreement.

6.2. Software Provider shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Software Provider, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with the purchase, any breach of this Agreement or violation of law by Software Provider or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

## **7. INDEMNITIES AND LIABILITIES OF PSDF**

7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Software Provider for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Software Provider received advance notice of the possibility of such damages.

7.2. Software Provider shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.

## **8. EVENTS OF DEFAULT**

8.1. The following events shall each constitute an “Event of Default” by Software Provider:

8.1.1. If the Software is not original or has not be properly licensed by the original Intellectual Property holder;

8.1.2. If Software Provider violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives Software Provider written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if Software Provider does not commence to cure such violation, breach or failure within such thirty (30) day period.

8.1.3. If the Software provided does not conform to any requirements of PSDF and subject to the same being informed to Software Provider in writing the same is not replaced within 30 days.

8.2. PSDF reserves the right to terminate the Agreement at any point in time without assigning any reasons with a month’s notice.

## **9. USER ACCEPTANCE TEST**

Both parties will agree in writing to an acceptance test plan pursuant to which PSDF will perform User Acceptance Tests. Upon the dates of the delivery PSDF will have thirty (30) days (Test Period) to perform the User Acceptance Tests on the Software in Appendix A. No later than the completion of the User Acceptance Tests, PSDF will notify Software Provider in writing whether the Software has, in PSDF's reasonable discretion:

- i. Passed its User Acceptance Tests, in which case the Software will be taken to be accepted; or
- ii. Failed its User Acceptance Tests, in which case PSDF shall have the discretion to order reworks, replacement and/or terminate the Agreement in which case Software Provider

shall be obligated to return any and all amounts extended to them. Software Provider will use reasonable efforts to correct all such failures and replace the Software. PSDF will be deemed to have accepted the Software if PSDF fails to notify Software Provider in writing prior to the end of the Test Period whether the Software have passed or failed its User Acceptance Tests.

## **10. ENTIRE AGREEMENT**

This Agreement, together with the Appendices A & B constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

## **11. RECORD**

Software Provider shall retain all the records and working papers including monthly/quarterly reports, contracts, policies/ procedures Invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of 3 years after the termination of this Agreement.

## **12. ASSIGNMENT AND SUB-CONTRACTING**

- 12.1 Software Provider shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.
- 12.2 Software Provider shall not sub-contract the provisioning of the Software or any related services without the express written permission of PSDF.

## **13. CONFIDENTIALITY**

- 13.1. Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:
  - a) Is or becomes public other than through a breach of this Agreement;
  - b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

- c) Was known to the recipient at the time of disclosure or is thereafter created independently;
  - d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
  - e) Must be disclosed under applicable law, legal process or professional regulations.
- 13.2. Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

#### **14. BLACKLISTING**

- 14.1. After signing the Agreement, if Software Provider is unable to fulfil its obligations and abandons Software Provider without any cogent reason, Software Provider may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

#### **15. FORCE MAJEURE**

- 15.1 Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunami, fire, explosion, terrorism, storm, flood, lightening, war and hostilities.
- 15.2 If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.
- 15.3 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

#### **16. NOTICES**

- 16.1 A notice or other communication under or in connection with this Agreement shall be:
- in writing;
  - in the English language; and
  - delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.



## 16.2. Addresses:

<b>PSDF</b>	<b>Software Provider</b>
Attention: <b>CEO</b> 21 A Block H, Mateen Fatima Road Gulberg II, Lahore TEL:-042-111-11-77-33	Attention: -

## 17. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

## 18. VARIATIONS

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

## 19. COUNTERPARTS

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

## 20. AMENDMENTS

Any amendment to this Agreement shall only be binding if executed in writing by the parties through their duly authorized representatives.

## 21 ARBITRATION AND GOVERNING LAW

- 21.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the parties consent and submit to the jurisdiction and service of process to the courts in Lahore.
- 21.2 The Parties agree that in case of any dispute regarding the quantity, quality of the Software, service and specifications, the decision of PSDF shall be binding and final.
- 21.3 The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration.

## 22. WAIVER

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

## 23. HARASSMENT

Software Provider is expected to treat all persons with whom it interacts with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

## 24. DISCRIMINATION

Software Provider shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

**IN WITNESS THEREOF**, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

### PSDF

### Software Provider

<b>Name:</b> <b>Designation:</b> <b>On behalf of PSDF</b>	<b>Name:</b>

Witnesses:

1.

2.

## Appendix A

### Scope of work

Specifications		
S. No.	Product	Quantity
1	Renewal Office 365 A3 for faculty	
	License Renewal	80
2	Technical Support	
	12 months Partner Local Support	Service
3	Office 365 Administrative Training	
	PSDF Technical Staff Training & Certificate	Service
4	Self Service Portal	
	Access to CSP Control panel for managing Licenses	Service
	Access to direct Microsoft Support Services for billing and technical issue	Service

- PSDF shall be entitled to increase or decrease the quantity of the required licenses throughout the contract period through a purchase order.

## **Appendix B**

### **Payment Terms**

- **LICENSE COST IN USD**
- In case a partial PO is issued upon requirement of more licenses, Software Provider will invoice Office 365 A3 licenses fee based on the remaining period out of the 12-month contract and shall not charge for the entire period.
- PSDF shall be entitled to increase or decrease the quantity of the required licenses throughout the contract period through a purchase order.
- USD to PKR shall be converted as per prevailing SBP rate on the date of issuance of Purchase Order.