

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 27/SYIG/PSDF/DMSLA

DATA CENTER MAINTENANCE & SUPPORT SERVICE LEVEL AGREEMENT (SLA)

DECEMBER 2022



Submission Date for Sealed Bids: January 03, 2023, 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

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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 “**Data Center Maintenance & Support Service Level Agreement (SLA)**” (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	Data Center Maintenance & Support Service Level Agreement (SLA)	027/SYIG/PSDF/DMSLA	One Year (Extendable for other terms)	January 03, 2023 on or before 03:00 PM	January 03, 2023 on 03:30 PM	PKR 4.5 Million

For further details and terms of reference, please visit:

- etender.psdf.org.pk/esop/guest/go/public/opportunity/current
- PPRA website ppra.punjab.gov.pk

Important Information:

- Follow instructions on etender.psdf.org.pk
- Bids submitted only through E-Tender Portal shall be accepted while submission by other means shall be rejected.
- 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

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. 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.)
4. Bidder must provide authorized top-level partnership for Data Center SLA (Tier 1/Platinum partnership/Top Tier) of the manufacturer. (Copy of partnership letter is required)

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 of Data Center are attached in Annex-D.
2. The Data Center (SLA) is for branded Hardware Components already installed at the Data Center of PSDF for the period of one 01-year extendable on yearly basis on already approved rates, if desired by the PSDF.
3. For the execution of the Data Center (SLA), the bidder shall undertake for provisioning all hardware parts, patches, material, accessories, and support, etc. which shall be necessary for the complete functioning of hardware/equipment.
4. Bidder shall ensure 24x7x365 On-Site Data Center (SLA) with (Support period of 01 Year) including onsite Hardware replacement, Configuration, etc. on the successful execution of SLA.
5. Bidder shall provide maintenance of Data Center quarterly which includes health checks, cleaning, and waring reports to PSDF.
6. Bidder shall provide the backup of the faulty equipment with same /higher/ compatible configurations and settings until the replacement of the good part.
7. Bidder shall perform preventive maintenance activity quarterly.
8. Bidder shall ensure that integration of replaced equipment/ parts (if any) shall not conflict or cause to degrade performance with the existing infrastructure.
9. Firms /organizations must bid for all the Hardware/Equipment. Partial bidding within all categories will not be entertained.
10. During the Data Center (SLA) inventory of all critical spares should be maintained by bidder and shall be replaced in case of hardware fault/failure.

11. Any other fittings or accessories under scope of work which may not have specifically mentioned in the Tender document or not covered in technical proposal of the firm/company, but which are necessary to meet the hardware/equipment functionality and the site requirements, for full functioning of the Hardware, Components like power cables, PDUs etc shall be provided by the bidder without paying extra charges by PSDF.
12. Compliance to the following Data Center
 - a. All parts replacement or issue rectification will be made within 24 hours of issue notification by PSDF. In case it exceeds 24 hours for rectification the vendor would give equivalent backup equipment.
 - b. It is mandatory for the bidding organization to keep all the items in their backup inventory for rectification within 24 hours of issue reporting.
 - c. One-year Service Level Agreement, Battery Banks and all hardware should be checked, and the report will be shared with PSDF in every quarter.
13. Total quantity of BOQ is mentioned in Annex – E, however, PSDF can increase or decrease the quantity of required BOQ at the time of signing the contract.

5) Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms to provide Data Center Maintenance & Support Services Level Agreement (SLA)

- 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 IT team.
- k) All the services shall be checked and verified by PSDF IT 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 December 29, 2023, 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 other terms 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 taxes will be deducted in accordance with the applicable laws.
- h. 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, Data Center Maintenance & Support Service Level Agreement (SLA) shall be started from the date of execution of the contract and issuance of Purchase Order (PO).

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 date i.e., **January 03, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **January 03, 2023, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it. Bids submitted through E-Tender shall be accepted, **whereas by-hand submission is not allowed and shall be rejected**.

a. Bid Security

Bid Security of 1% of estimated cost (i.e., 45,000/- PKR) in the form of a **pay-order or bank guarantee** 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	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"/>
4	Bidder must provide an authorized top-level partnership for Data Center maintenance & support (Tier 1/Platinum partnership/Top Tier) of the manufacturer.	(Copy of partnership letter is required)	<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)

BOQ		
A. BILL OF QUANTITY FOR 10KVA UPS		
S#	DESCRIPTION	Qty.
1	APC Easy UPS SRV RM 10KW/10KVA 230V with External Battery Pack, 10KVA UPS Rack Tower convertible with Rail kits with power factor 1 for best power efficiency	2
2	NMC/SNMP/WEB Management Cards for connectivity, Model: APV9601, Brand: APC	2
3	APC Easy UPS SRV 240V RM Battery Pack for 10kVA Rack, Extended Runtime model, Battery bank 50 to 60 mins backup for each UPS at 8KVA load, Model: SRV240RLBP-9A/SRVRK2, Brand: APC	8
B. BILL OF QUANTITY FOR Complete Precision Cooling Solution		
S#	DESCRIPTION	Qty.
1	InRow RD, 300mm, Air Cooled, 220-240V, 50Hz Indoor cooling unit with a minimum of 7KW and maximum of 10KW solution, InRow, Air Cooled, 220-240V, 50Hz, Multi-function LCD status and control console, Air Discharge vertically & Airflow with scroll type compressor with international standards approvals and certifications. Model: ACRD101, Brand APC Flooded Receiver 17lb, R410A, 6" Diameter, 18" Length, Model: ACAC75009, Brand APC	1
2	Condenser, 2 Fan, Single Circuit, 2.3MBH /1C TD, 220/1/50 FSC Outdoor unit Compressor, with R410A, with variable speed fans to reduce energy consumption during off-peak cooling periods, integral fan/motor assembly to be factory balanced, lowers vibration & Condenser, 2 Fan, Single circuit with required size Isolation valve assemblies with international standards approvals and certifications Model: ACCD75219, Brand APC Isolation Valve Assemblies, 1/2" ODF Model: ACAC10022, Brand APC	1
C. BILL OF QUANTITY FOR Racks for UPS and Battery Banks		
S#	DESCRIPTION	Qty.
1	NetShelter SV 42U 600mm Wide x 1060mm Deep Enclosure with Sides Black, 42U, Deep Enclosure with Sides Black Racks should be compliant with the international standards Model: AR2400, Brand APC	3

D. BILL OF QUANTITY FOR Environmental Monitoring System		
S#	DESCRIPTION	Qty.
1	NetBotz Rack Monitor 250, Rack Monitor Device, Network-based rack monitor, Temperature, water leakage, and Humidity. Model: NBRK0250, Brand APC	1
2	APC Temperature Sensor, Temperature Sensor for racks, with a feature to Customize each sensor with a differentiating name and location. Model: AP9335T, Brand APC	2
3	Leak Sensor - 6.1 m (20 ft) w/ interface cable Water Leak Sensor with at least 20ft length including its Interface Cable Model: AP9325, Brand APC	1
4	Temperature & Humidity Sensor for DC room Model: AP9335TH, Brand APC	1

***Requirements:** In case of replacement of battery service will be covered in SLA, however External Battery Bank will be replacement as per actual.

Annex – E Technical Evaluation Criteria

Technical Evaluation Criteria			
S. No.	Descriptions	Category Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non- compliance, no mark will be awarded)
1	Relevant Experience (20 Marks)		Documentary proof (copies of contract or Purchase Orders) should be furnished.
	Providing/Provision of the Service Level Agreement for Datacenter Solutions for more than 10 years	20	
	Providing/Provision of the Service Level Agreement for Datacenter Solutions for more than 5 years but less than or equal to 10 years	10	
	Bidders must have successfully executed/SLA at least 03 x datacenters projects of a minimum of 10 racks in the last 05 years.	05	
2	Client Portfolio (20 Marks)		Documentary proof (copies of contract or Purchase Orders) should be furnished.
	Worked with above 15 local/international/ Telecom/MNCs /government/semi-government autonomous bodies.	20	
	Worked with more than 10 but less than or equal to 15 locals/international/Telecom/MNCs / government/semi-government/autonomous bodies.	15	
	Worked with 5 or more but less than or equal to 10 locals/international/Telecom/MNCs/ government/semi-government/autonomous bodies.	10	
3	Principal Presence in Pakistan (10 Marks)		Documentary details of the Principal Presence in Pakistan on company letterhead
	Existence of Principal Presence in Pakistan	10	
	Nonexistence of Principal Presence in Pakistan	0 (Zero)	
4	Financial Capability (20 Marks)		Copy of 20-21/21-22 financial audit report done by ICAP/SBP registered auditing firm or Annual tax return of 20-21/21-22
	Annual revenue/turnover of the company should be greater than PKR 150 million	20	
	Annual revenue/turnover is less than or equal to PKR 150 million but greater than PKR 100 million	15	
	Annual revenue/turnover is less than or equal to PKR.100 million but greater than PKR 80 million	10	

5	Certified Engineers in Relevant Areas (15 Marks)		Resumes and certificates of the certified engineers are to be provided
	More than or equal to 3 Certified engineers (CDCP/CDCS, ATD, ATS)	15	
	2 Certified engineers (CDCP/CDCS, ATD, ATS)	10	
6	Workshop for Repair & Maintenance (15 Marks)		
	Details of the workshop including repair & maintenance in Lahore.	15	Documentary details of the workshop including repair & maintenance service on company letterhead
	Details of the workshop including repair & maintenance anywhere in Pakistan except Lahore.	10	

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

Annex -F Financial Proposal

SR #	Description	Total Price Exclusive of Taxes (USD)	Tax %	Total Price Inclusive of all Taxes (USD)
1	Cost for Data Center Maintenance & Support Service Level Agreement (SLA) as per Scope and BOQ			

Payment Terms:

- Business shall be awarded based on Least Cost Selection Method.
- Unless and otherwise agreed, payment shall be made quarterly within 30 days after submission of Invoice.
- All the payments shall be made in PKR after applying all the applicable taxes.
- USD to PKR shall be converted as per prevailing State Bank of Pakistan (SBP) or National Bank of Pakistan (NBP) 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]"

Name	
Designation	
Signature	
Date and Place	

Annex- H Cover Letter

[Firm/company's letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

Re: Proposal in respect of Data Center Maintenance & Support Services Level Agreement (SLA)

Dear Sir,

We offer to provide the Service for [Data Center Maintenance & Support Services Level Agreement (SLA)] 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.

Data Center Maintenance & Support Services Level Agreement (SLA) are offered with 1-year support from the bidder.

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 if any. We undertake that we will provide Data Center Maintenance & Support Services Level Agreement (SLA) as per the client's request if our proposal is accepted in compliance with scope of work and BOQ mentioned in this bidding. 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 _____

**DATA CENTER MAINTENANCE & SUPPORT
SERVICE LEVEL AGREEMENT**

BETWEEN

Punjab Skills Development Fund

AND

THIS AGREEMENT is made at Lahore, Pakistan this ____ day of _____ :

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

xxxxx, Company/ a partnership firm incorporated under the hereinafter referred to as “**Service Provider**” which expression shall, wherever the context so requires or permits include, its successors and assigns).

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

WHEREAS, PSDF is a not-for-profit Service Provider 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 procure the Services envisaged herein this Agreement for its official use.

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

AND WHEREAS, Service Provider has agreed to offer and PSDF has agreed to procure the envisaged Services 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. Service Provider agrees to provide the services in accordance with the Scope of Work detailed in **Appendix A** for the Data Center specified in **Appendix A/1**.
- 2.2. Service Provider further agrees to provide all related 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 one year during which the prices shall be fixed. The Agreement may be extended for a similar term on similar conditions subject to the mutual consent of both 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 Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes) of -- in accordance with **Appendix B** of this Agreement.
- 3.4 All payments made hereunder shall be made subject to applicable tax deductions.

4. PERFORMANCE GUARANTEE

- 4.1. Service Provider shall submit a Performance Guarantee (or any other form of performance security acceptable to PSDF) equal to the amount of 2% of the total value of this Agreement at the time of signing of this Agreement. The Service Provider shall ensure that the Performance Guarantee is valid and enforceable till the duration of this Agreement.
- 4.2. The Performance Guarantee shall be returned after successful completion of this Agreement.

5. OBLIGATIONS

- 4.1. Unless agreed otherwise, Data Center' maintenance & support (SLA) shall be started from the date of execution of the contract and issuance of Purchase Order (PO).
- 4.2. In providing the Services and related services to PSDF, Service Provider shall at all times, observe and comply with all the guidelines and policies of PSDF communicated to Service Provider from time to time.
- 4.3. Service 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. Service Provider shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.5. Service Provider shall retain and maintain all records related to the Agreement during the life of the Agreement and 05 years after the expiry of this Agreement.
- 4.6. Service Provider shall ensure that the Professional Staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.

6. WARRANTIES AND REPRESENTATIONS

5.1. Service Provider warranties and representations

- 5.1.1. Service Provider warrants and represents that it has submitted Performance Guarantee of two per cent (2%) of the total value of this Agreement as stipulated herein.
- 5.1.2. Service 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. Service 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/tender document.
- 5.1.4. Service Provider warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
- 5.1.5. Service Provider warrants and represents that it has the requisite experience of providing the Services.
- 5.1.6. Service Provider warrants and represents that it is in the business of providing the Services.
- 5.1.7. 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.
- 5.1.8. Service Provider warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.9. Service 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.

5.1.10. Service Provider warrants that it 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.

5.1.11. This Agreement and all documents to be executed by Service 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 Service Provider.

5.1.12. Service Provider warrants and represents that no Conflict of Interest exists in carrying out its obligation stipulated in this Agreement.

5.1.13. Service Provider warrants and represents that it shall provide professional, objective and impartial advice and at all time hold PSDF's interests' paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration of future work.

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 Service 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.

7. INDEMNITIES AND LIABILITIES OF Service Provider

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

6.2. Service 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 Service 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 any breach of this Agreement or violation of law by Service 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.

8. INDEMNITIES AND LIABILITIES OF PSDF

- 7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Service 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 Service Provider received advance notice of the possibility of such damages.
- 7.2. Service 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.

9. EVENTS OF DEFAULT

- 8.1. The following events shall each constitute an "Event of Default" by Service Provider and PSDF upon such Event of Default shall be entitled to terminate this Agreement immediately:
 - 8.1.1. If Service Provider fails to timely complete the Services or fails to provide the Deliverable within the stipulated Timeframe.
 - 8.1.2. If Service 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 Service 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 Service Provider does not commence to cure such violation, breach or failure within such thirty (30) day period.

8.1.3. If the Services provided does not conform to any requirements of PSDF and subject to the same being informed to Service Provider in writing the same is not diagnosed within 24 hours of such intimation and/or notification.

8.2. PSDF reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a month's notice.

10. ENTIRE AGREEMENT

This Agreement, together with the Appendices A, A/1 & 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

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

12. ASSIGNMENT AND SUB-CONTRACTING

12.1 Service 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 Service Provider shall not sub-contract the provisioning of the Services 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 Service Provider is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, the Service 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, tsunamis, fire, explosion, terrorism, storm, flood, lightning, 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:
 - (a) 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. A notice Addresses:

PSDF	Service Provider
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Attention: CEO 21 A Block H, Mateen Fatima Road Gulberg II, Lahore Fax 042-35913539	Attention:
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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

- 22.1. 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.
- 22.2. The Parties agree that in case of any dispute regarding the quality and quantity of the Services and/or any related services the decision of PSDF shall be binding and final.
- 22.3. 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 as stipulated in the Arbitration Act 1940.

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

Service 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

Service 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

Name: Designation: On behalf of	Name: Designation: On behalf o

Witnesses:

1.

2.

APPENDIX A

SCOPE OF WORK

Service Provider shall provide the following:

- The Data Center (SLA) is for branded Hardware Components already installed at the Data Center of PSDF for the period of one 01-year extendable on yearly basis on already approved rates, if desired by the PSDF.
- For the execution of the Data Center (SLA), the bidder shall undertake for provisioning all hardware parts, patches, material, accessories, and support, etc. which shall be necessary for the complete functioning of hardware/equipment.
- Bidder shall ensure 24x7x365 On-Site Data Center (SLA) with (Support period of 01 Year) including onsite Hardware replacement, Configuration, etc. on the successful execution of SLA.
- Bidder shall provide maintenance of Data Center quarterly which includes health checks, cleaning, and waring reports to PSDF.
- Bidder shall provide the backup of the faulty equipment with same /higher/ compatible configurations and settings until the replacement of the good part.
- Bidder shall perform preventive maintenance activity quarterly.
- Bidder shall ensure that integration of replaced equipment/ parts (if any) shall not conflict or cause to degrade performance with the existing infrastructure.
- Firms /organizations must bid for all the Hardware/Equipment. Partial bidding within all categories will not be entertained.
- During the Data Center (SLA) inventory of all critical spares should be maintained by bidder and shall be replaced in case of hardware fault/failure.
- Any other fittings or accessories under scope of work which may not have specifically mentioned in the Tender document or not covered in technical proposal of the firm/company, but which are necessary to meet the hardware/equipment functionality and the site requirements, for full functioning of the Hardware, Components like power cables, PDUs etc shall be provided by the bidder without paying extra charges by PSDF.

APPENDIX A/1

Specification of Data Center Maintenance & Support Service Level Agreement (SLA)

As per specified in the bidding document.

APPENDIX B

PAYMENT TERMS

1. PAYMENT TERMS FOR SOLUTIONS.

- Total Contract value is USD. -- including all applicable taxes.
- Payment shall be made quarterly within 30 days after submission of Invoice.
- All the payments shall be made in PKR after applying all the applicable taxes.
- USD to PKR shall be converted as per prevailing State Bank of Pakistan (SBP) or National Bank of Pakistan (NBP) rate on the date of issuance of Purchase Order