

# PUNJAB SKILLS DEVELOPMENT FUND

## Tender Document

Procurement No: 37/SYIG/PSDF/NM&SSLA

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### Network Maintenance & Support Service Level Agreement (SLA)

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**July 2023**



**Submission Date for Sealed Bids: August 10, 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](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 (now Companies Act 2017) by the Government of Punjab (GoPb). PSDF is revolutionizing the TVET sector through its innovative initiatives for vocational and technical trainings ensuring an economically bright and sustainable future for poor and vulnerable youth of Punjab.

Sealed bids/proposals are invited from established firms/companies for “**Network 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 and must be submitted online through e-tender portal.

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost
1	Network Maintenance & Support Service Level Agreement (SLA)	37/SYIG/PSDF/NM&SSLA	One Year (Extendable for other terms)	Aug 10, 2023, by or before 03:00 PM	Aug 10, 2023, on 03:30 PM	PKR 1 Million

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

- [etender.psd.org.pk/esop/guest/go/public/opportunity/current](https://etender.psd.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.psd.org.pk](https://etender.psd.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 National Competitive Bidding following **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted through E-tendering portal under Qualification (Eligibility), Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, qualification/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 09** (Qualification and 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 Requirements)

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 firm/ company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)
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 attached a declaration on letterhead that not participating as Joint venture.)
5. Bidder must provide authorized top-level partnership for Network (Tier1/Gold/Silver/Authorize Partner with active CSP (Certified Service Partner) level should participate in the Bid) of the OEM. (Please attached copy of partnership and CSP level for network of the manufacturer.)

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 technical evaluation shall not be carried out.

### 4) Scope of Work

1. Specification of Network are attached in **Annex-D**.
2. The network maintenance & support (SLA) is for branded Hardware Components already installed at PSDF for the period of one 01-year extendable for other terms on mutual consent of both parties.
3. For the execution of the network maintenance & support (SLA) the bidder shall undertake for provisioning all hardware parts, patches, material, accessories, and support backed by OEM, etc. which shall be necessary for the complete functioning of hardware/equipment.
4. Bidder shall ensure 9x5 NBD On-Site & 24/7 Online remote Network maintenance & support (SLA) with (Manufacturer-backed for support period of 01 Year) including onsite Hardware replacement, Configuration, etc. on the successful execution of SLA.
5. Bidder must provide 9x5 NBD On-Site & 24/7 support for issue identification and rectification of the mentioned network equipment as and when required.

6. Bidder shall provide maintenance of all network equipment quarterly which includes health checks, cleaning, and warning reports to PSDF.
7. Bidder shall provide the backup of the faulty equipment with same /higher/ compatible configurations and settings until the replacement of the good part.
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 /company must bid for all the Hardware/Equipment. Partial bidding within all categories will not be entertained.
10. Network maintenance & support (SLA) in response to this bid should be quoted as a Turn-key basis installation & configuration etc.; at PSDF with comprehensive Onsite support, maintenance, troubleshooting, labour, and replacement etc. backed by OEM along with training and related manuals.
11. During the Network maintenance & support (SLA) inventory of all critical spares should be maintained by bidder and shall be replaced in case of hardware fault/failure.
12. 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 cables etc shall be provided by the bidder without paying extra charges by PSDF.

Total quantity of Network is mentioned in **Annex – D**, however, PSDF can increase or decrease the quantity of required BOQ at the time of signing of the contract.

## 5) Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms of references to provide services 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 IT team.
- k) All the services shall be checked and verified by PSDF IT team.
- l) Bidder shall provide the details of the staff to contact with PSDF on regular basis to provide the services without any failure.
- m) Clarifications/ queries may be requested by **Aug 07, 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.
- n) Punjab Procurement Rules, 2014 will be applicable for this procurement
- o) 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 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 sign a contract and 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 the payments will be done on post monthly basis, after verification of satisfactory services by the IT team of PSDF.
- 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

The successful bidder shall be bound to provide the required, network maintenance & support (SLA) after signing the agreement in 1 week and as per the duration mentioned in form of contract.

## 9) Technical Evaluation Criteria

The technical proposal of eligible organizations will be evaluated against requirements specified in the in “Annex – D”.

## 10) Performance Security

Successful bidder will submit a performance guarantee (bank guarantee or any other form of performance security acceptable to PSDF) of 3% of contract value at the time of signing the contract which will be returned after completion of contract.

## 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 (Qualification & 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., **August 10, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **August 10, 2023, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

### a. Bid Security

Bid Security of 1% (i.e., Rs. 10,000 (Ten Thousand)) in the form of a pay-order or demand draft 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 I**” 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 Organization		
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 Organization	
		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/ firm 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 firm/ company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)	<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 attached a declaration on letterhead that not participating as Joint venture.)	<input type="checkbox"/>	<input type="checkbox"/>



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5	<p>Bidder must provide authorized top-level partnership for Network (Tier1/Gold/Silver/Authorize Partner with active CSP (Certified Service Partner) level should participate in the Bid) of the OEM.</p>	<p>(Please attached copy of partnership and CSP level for network of the manufacturer)</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
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**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.

**Brand & Model of all Network Equipment.**

<b>Huawei Switch (Qty = 6)</b>	
Model	Serial No
S5720-56C-PWR-EI-AC	2102359576DMH3001120
S5720-52X-PWR-LI-AC	21980106192SK6600270
S5720-52X-PWR-LI-AC	21980106192SH9600084
S5720-52X-PWR-LI-AC	21980106192SH9600085
S5720-52X-PWR-LI-AC	21980106192SJB610122
S5720-28P-PWR-LI-AC	21980107692514600081

<b>Huawei Wireless LAN Controllers (Qty = 2)</b>	
Model	Serial No
AC6005	21023568169WGC000087
AC6005	21023568169WGC000344

<b>Huawei Access Points (Qty = 9)</b>	
Model	Serial No
AP5030DN	21500826608WGC000275
AP5030DN	21500826608WGC000276
AP5030DN	21500826608WGC002647
AP5030DN	21500826608WGC002649
AP5030DN	21500826608WGC002650
AP5030DN	21500826608WGC002652
AP5030DN	21500826608WJ5000214
AP5030DN	21500826608 WJ5000209
AP4050DN	21500831023GK8027589

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>Relevant Experience</b>	<b>25</b>		
	Providing Network Maintenance & Support (SLA) for more than 12 years		25	Documentary proof (copies of contract or Purchase Orders) should be furnished. if no valid attachment is provided then no marks for section 1.2.2 of (e-tender) will be awarded
	Providing Network Maintenance & Support (SLA) for more than 10 years but less than or equal to 12 years		20	
	Providing Network Maintenance & Support (SLA) for more than 7 years but less than or equal to 10 years		15	
<b>2</b>	<b>Client Portfolio</b>	<b>25</b>		
	Worked with above 15 local/international.		25	Documentary proof (copies of contract or Purchase Orders) should be furnished. if no valid attachment is provided then no marks for section 1.3.2 of (e-tender) will be awarded
	Worked with more than 10 but less than or equal to 15 local/international.		20	
	Worked with 6 but less than or equal to 10 local/international.		15	
<b>3</b>	<b>The Firm/Company Support &amp; Maintenance Office</b>	<b>15</b>		
	Support & Maintenance Office in Lahore, Karachi, and Islamabad		15	Documentary details of the office address on firm/ company letterhead. If no valid attachment is provided, then no marks for section 1.4.2 of (e-tender) will be awarded.
	Support & Maintenance Office in Lahore		10	
<b>4</b>	<b>Certified Engineers in Providing Network Maintenance &amp; Support (SLA)</b>	<b>15</b>		
	More than or equal to 3 Certified engineers		15	CV's and certificates of the certified engineers should be furnished of CCNP and HCIE. If no valid attachment is provided, then no marks for section 1.5.2 of (e-tender) will be awarded.
	2 Certified engineers		10	
	1 Certified engineer		5	



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5	Financial Capability/Annual TurnOver/Sales/Revenue	20		
	Annual Turnover of organization more than or equals to PKR 40 million		20	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. if no valid attachment is provided then no marks for section 1.6.2 (e- tender) will be awarded.
	Annual Turnover of organization of more than or equal to PKR 30 million but less than PKR 40 million		15	
	Annual Turnover of organization of more than or equal to PKR 20 million but less than PKR 30 million		10	
<b>Total Points Awarded</b>		<b>100</b>		

**Minimum passing marks for technical qualification are 65.**



**Annex -F Financial Proposal**

SR #	Description	QTY	Unit Price Inclusive of Taxes (USD)	Taxes (%)	Total Price Inclusive of Taxes (USD)
1	Huawei Switch	6			
2	Huawei Wireless LAN Controllers	2			
3	Huawei Access Points	9			
<b>Grand Total</b>					

**Note:-**

- Business shall be awarded based on Least Cost Selection Method.
- Payment shall be made quarterly in arrears within 30 days after user acceptance 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.
- USD to PKR shall be converted as per prevailing SBP rate on the date of issuance of Purchase Order.

## Annex- H 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- I Cover Letter**

*[Firm/company's letterhead]*

*[Date]*

To

Chief Executive Officer

*[Address mentioned in Guidelines]*

Re: Technical Proposal in respect of *[Insert title of assignment]*

Dear Sir,

We offer to provide the services for *[Network Maintenance & Support (SLA) 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.

We assure that the quoted Network maintenance & Support (SLA) are with a complete 1-year free parts, free replacement, and free service and we will execute the complete parts provisioning and service closure within 9x5 NBD, in case if any fix or parts provisioning takes more than 5 business days, we will provide with backup equipment with same /higher/ compatible configurations and settings until the replacement of the good part.

Network Maintenance & Support Service Level Agreement (SLA) are offered with 1-year warranty backed by the OEM.

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 services 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 in all the above relevant annexures and attach with the proposal.

**Annex- J Tentative Draft Contract.**

**DATED \_\_\_\_\_ 2023**

**AGREEMENT FOR NETWORK MAINTENANCE & SUPPORT SERVICE LEVEL  
AGREEMENT (SLA)**

**BETWEEN**

**Punjab Skills Development Fund**

**AND**

-

**THIS AGREEMENT** is made at Lahore, Pakistan this \_\_\_\_\_ day of \_\_\_\_\_ **2023:**

**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**

\_\_\_\_\_ a Company incorporated under the company act VII of 1913 having its act office at (hereinafter referred to as \_\_\_\_\_ which expression shall, wherever the context so requires or permits include, its successors and assigns).

(PSDF and Company 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 wishes to engage the Company for network maintenance and support (SLA) for branded Hardware Components that are already installed at PSDF (“**Services**”).

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

**AND WHEREAS**, Company 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. Company agrees to provide the Services in accordance with the terms of reference detailed in **Appendix A**.



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### 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 (01) year**, 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. Penalties for delay shall be imposed in accordance with Appendix C.
- 3.3 In consideration of the satisfactory provision of Services and related services which shall be judged from a reasonable person standard, PSDF shall pay an amount (inclusive of all applicable taxes) of in accordance with **Appendix C** of this Agreement.
- 3.4 All payments made hereunder shall be made subject to applicable tax deductions.

### 4. OBLIGATIONS

- 4.1. In providing the Services and related services to PSDF, Company shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Company from time to time.
- 4.2. For the execution of the Services, the Company shall undertake for the provisioning of all hardware parts, patches, material, accessories and support backed by OEM, etc and all such things that may be necessary for the successful execution of the Services.
- 4.3. PSDF IT Team is entitled to check and verify the Services that have been provided by the Company to their satisfaction.
- 4.4. The Company shall facilitate and work with close coordination of the PSDF IT Team.
- 4.5. Company shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.6. PSDF shall be entitled to conduct an audit for the purposes of ensuring that the services have been performed satisfactorily.
- 4.7. PSDF shall be entitled to reject any part of the Services that does not meet the requirements set out by PSDF.
- 4.8. Company shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency.
- 4.9. Company shall retain and maintain all records related to the Agreement during the life of the Agreement and 5 years after the expiry of this Agreement.



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- 4.10. Company shall provide all relevant documentation regarding the Services to PSDF.
- 4.11. All deliverables and milestones mentioned in the Terms of References are binding on the Company.

## 5. WARRANTIES AND REPRESENTATIONS

### 5.1. COMPANY' WARRANTIES AND REPRESENTATIONS

- 5.1.1. **COMPANY WARRANTS AND REPRESENTS THAT IT HAS SUBMITTED THE PERFORMANCE GUARANTEE.**
- 5.1.2. **COMPANY 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. Company 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. Company warrants and represents that it will not undertake any conflicting activities, assignments, relationships.
- 5.1.5. Company warrants and represents that the Services are offered with a one (01) year warranty backed by OEM.
- 5.1.6. **COMPANY 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 carrying out all related activities in relation to this Agreement.
- 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. Company 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. Company 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.

5.1.10. This Agreement and all documents to be executed by the Company 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 Company.

## 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 the Company 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 COMPANY

6.1. The Company 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 the Company, 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 the Company 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 the Company 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 Company received advance notice of the possibility of such damages.

7.2. The Company 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 the Company:

8.1.1. PSDF has the right to immediately terminate the Agreement upon the occurrence of any of the following events of default.

8.1.2. If the Company 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 Company 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 Company does not commence to cure such violation, breach or failure within such thirty (30) day period.

8.1.3. If the Services provided do not conform to any requirements of PSDF and subject to the same being informed to the Company 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. The Company may terminate this Agreement at any point without assigning any reason with a four-month notice.

## **9. ENTIRE AGREEMENT**

This Agreement, together with the Appendices A, B and C 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.

## **10. 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.

## **11. RECORD**

The Company 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 5 years after the termination of this Agreement.



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

- 12.1. The Company 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. The Company 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 the Company is unable to fulfil its obligations and abandons PSDF without any cogent reason, the Company 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, pandemic, epidemic, 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



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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. Addresses:

PSDF	COMPANY

## 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.



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## 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 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.
- 21.3. In case of any dispute arising regarding the provision of the Services, the decision of PSDF shall be considered final and binding.

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

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

Witnesses:

1.

2.

## APPENDIX A

### TERMS OF REFERENCE

#### Scope of Work

1. The network maintenance & support (SLA) is for branded Hardware Components already installed at PSDF for the period of one 01-year extendable for other terms on mutual consent of both parties.
2. For the execution of the network maintenance & support (SLA) the bidder shall undertake for provisioning all hardware parts, patches, material, accessories, and support backed by OEM, etc. which shall be necessary for the complete functioning of hardware/equipment.
3. Bidder shall ensure 9x5 NBD On-Site & 24/7 Online remote Network maintenance & support (SLA) with (Manufacturer-backed for support period of 01 Year) including onsite Hardware replacement, Configuration, etc. on the successful execution of SLA.
4. Bidder must provide 9x5 NBD On-Site & 24/7 support for issue identification and rectification of the mentioned network equipment as and when required.
5. Bidder shall provide maintenance of all network equipment quarterly which includes health checks, cleaning, and warning 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 ensure that integration of replaced equipment/ parts (if any) shall not conflict or cause to degrade performance with the existing infrastructure.
8. Firms /company must bid for all the Hardware/Equipment. Partial bidding within all categories will not be entertained.
9. Network maintenance & support (SLA) in response to this bid should be quoted as a Turn-key basis installation & configuration etc.; at PSDF with comprehensive Onsite support, maintenance, troubleshooting, labour, and replacement etc. backed by OEM along with training and related manuals.
10. During the Network maintenance & support (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 cables etc shall be provided by the bidder without paying extra charges by PSDF.
12. PSDF can increase or decrease the quantity of required BOQ at the time of signing of the contract.



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**Deliverables:**

1. The Company is required to provide the required network and maintenance and support (SLA) within one (01) week of signing of this Agreement.

## APPENDIX B

Brand & Model of all Network Equipment.

Huawei Switch (Qty = 6)	
Model	Serial No
S5720-56C-PWR-EI-AC	2102359576DMH3001120
S5720-52X-PWR-LI-AC	21980106192SK6600270
S5720-52X-PWR-LI-AC	21980106192SH9600084
S5720-52X-PWR-LI-AC	21980106192SH9600085
S5720-52X-PWR-LI-AC	21980106192SJB610122
S5720-28P-PWR-LI-AC	21980107692514600081

Huawei Wireless LAN Controllers (Qty = 2)	
Model	Serial No
AC6005	21023568169WGC000087
AC6005	21023568169WGC000344

Huawei Access Points (Qty = 9)	
Model	Serial No
AP5030DN	21500826608WGC000275
AP5030DN	21500826608WGC000276
AP5030DN	21500826608WGC002647
AP5030DN	21500826608WGC002649
AP5030DN	21500826608WGC002650
AP5030DN	21500826608WGC002652
AP5030DN	21500826608WJ5000214
AP5030DN	21500826608 WJ5000209
AP4050DN	21500831023GK8027589

## APPENDIX C

### PAYMENT TERM

- TOTAL CONTRACT VALUE IS PKR \_\_\_\_\_

SR #	Description	QTY	Unit Price Inclusive of Taxes (USD)	Taxes (%)	Total Price Inclusive of Taxes (USD)
1	Huawei Switch	6			
2	Huawei Wireless LAN Controllers	2			
3	Huawei Access Points	9			
<b>Grand Total</b>					

### Payment Terms:

- Business shall be awarded based on Least Cost Selection Method.
- Payment shall be made quarterly in arrears within 30 days after user acceptance 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.
- USD to PKR shall be converted as per prevailing SBP rate on the date of issuance of Purchase Order.