

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 35/SYIG/PSDF/SHP

Provision of Servers Hardware for PSDF

JULY 2023



Submission Date for Sealed Bids: July 27, 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 **“Servers Hardware”** (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	Provision of Servers Hardware for PSDF	35/SYIG/PSDF/SHP	One Year (Extendable for other terms)	July 27, 2023, on or before 03:00 PM	July 27, 2023, on 03:30 PM	PKR 1.4 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
- 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.

- 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 09** (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/company is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm/company 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, 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 attach a declaration on letterhead that not participating as Joint venture.)

5. Bidder must provide authorized partnership for Servers Hardware of the manufacturer. (Tier 1/Platinum partnership/ Tier 2/Business partnership) (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 technical evaluation shall not be carried out.

4) Scope of Work

1. Specification of Server Hardware are attached in Annex-E.
2. For the execution of the Server Hardware, 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.
3. Bidder shall ensure the Installation, Configuration of Server Hardware onsite.
4. Bidder shall ensure that integration of replaced equipment/ parts shall not conflict or cause to degrade performance with the existing infrastructure.
5. During the Installation and configuration server hardware all spares should be maintained by bidder and shall be replaced if any fault/failure occurs.
6. 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 requirements, for full functioning of the Server Hardware, shall be provided by the bidder without paying extra charges by PSDF.
7. 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.

Total quantity of Servers 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 of references to provide Provision of Servers Hardware for 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 Servers Hardware 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 Servers Hardware without any failure.
- m) **Clarifications/ queries may be requested by July 25, 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 Regulatory Authority (PPRA) 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 mutual consent of both parties.
- b. The duration of the contract shall be one year however, it may be extended for one year with the mutual consent of both parties on the same term and conditions. If PSDF chooses to cancel the contract during the contract period, a notice period of one month will apply.
- c. Successful company shall sign a contract and shall provide the agreed goods within the stipulated agreed time of issuance of the Purchase Order.
- d. Penalty shall be imposed to successful bidder, if he fails to deliver the goods on agreed terms & conditions mentioned in the bidding document and contract.
- e. In case of any dispute regarding goods/services the decision of the PSDF shall be final & binding.
- f. The PSDF 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 firm, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.

- g. The PSDF undertakes to pay the valid and complete invoice based on the successful performance of the successful bidders within thirty (30) days after the delivery of goods.
- h. All taxes will be deducted in accordance with applicable laws.
- i. The bid shall remain valid for the period of 150 days from the date of 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, Provisioning of Server Hardware to PSDF shall be provided within 20 days from the date of execution of the contract/PO issuance.

9) Technical Evaluation Criteria

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

10) Performance Security

The successful bidder will submit a performance guarantee (or any other form of performance security acceptable to PSDF) of 2% of contract value at the time of signing the contract which will be returned after completion of the contract.

Any delay in delivery of Goods as per agreed time frame will be subject to a penalty of @1% per day, up to a maximum 10% of the total contract value.

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., **July 27, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **July 27, 2023, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

a. Bid Security

Bid Security of 1% of estimated cost 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 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/company is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm/company 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, 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 attach a declaration on letterhead that not participating as Joint venture.)	<input type="checkbox"/>	<input type="checkbox"/>
5	Bidder must provide authorized partnership for Servers Hardware of the manufacturer. (Tier 1/Platinum partnership/ Tier 2/Business partnership)	(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 Technical Evaluation Criteria

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Categorized Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	Client Portfolio	20		Documentary proof (copies of the contract or Purchase Orders or Service orders) should be furnished.
	Worked with above 12 local/international.		20	
	Worked with more than 09 but less than or equal to 12 local/international.		15	
	Worked with 07 but less than or equal to 09 local/international.		10	
2	Relevant Experience	20		Documentary proof (copies of the contract or purchase orders or Service orders) should be furnished.
	Providing Servers Hardware for more than 7 years.		20	
	Providing Servers Hardware for more than 5 years but less than or equal to 7 years.		15	
	Providing Servers Hardware for more than 3 years but less than or equal to 5 years.		10	
3	Financial Capability/Annual Turn Over/Sales/Revenue	20		Copy of 20-21/21-22 financial audit report done by ICAP/SBP registered auditing firm or tax return of 20-21/21-22.
	Annual revenue/turnover of the company should be greater than Rs. 20 million.		20	
	If annual revenue/turnover is less than or equal to Rs. 20 million but greater than 10 million.		15	
	If annual revenue/turnover is less than or equal to Rs. 10 million but greater than 05 million.		10	
4	Warranties	20		Warranties details should be provided on company letterhead.
	2 years warranty		20	
	1 year warranty		10	
	Check warranty		0	
5	The Firm/Company Local Office presence	20		Documentary details of the

	Local Office in Lahore.		20	office address should be on provided company letterhead.
	Office in Pakistan.		15	
		100		

Minimum passing marks for technical qualification are 65. Please mark/flag the supporting documents shared for technical qualification scoring.

Annex – E Specification of Hardware

Bill of Quantity Category-I		
Sr#	CPU	Qty.
CPU Specification		
1	Intel(R) Xeon(R) CPU E5-2696 v4 @ 2.20GHz	8
	Cores: 22 Threads: 44	
	Typical TDP: 150 W	
Bill of Quantity Category-II		
Sr#	RAM	Qty.
RAM Specification		
1	32GB 2Rx4 PC4-2400T-RA1-11-DC0	25
Bill of Quantity Category-III		
Sr#	SSD	Qty.
SSD Specification		
1	980GB & 1.2TB & 1.6TB & 1.9TB 2.5-inch SFF SAS Mixed-Use (MU) 12Gb/s	10
Bill of Quantity Category-IV		
Sr#	Network Adapter	Qty.
Network Adapter Specification		
1	HP Ethernet 10Gb 2-port 561T adapter - Has two 10G BASE-T RJ45 ports or HP Ethernet 10Gb 2-port 530T Adapter - Has two 10Gb RJ45 ports	5
	Part No: 657128-001 or 717708-001	

Note: The above Server Hardware will be used in the following machines and provided material should be compatible with the machines below. Incase of any alert raised by the machine related to noncompliance / incompatibility bidder should replace it with the compatible one within 24 hours.

Category-I, II, III and IV	
S#	Server Model

Server Model Details	
1	HP DL360 Gen 9
2	HP DL380 Gen 9
3	HP StoreEasy 1650 Storage

Annex -F Financial Proposal

Form of Bid/ Financial Proposal

Category-I					
Sr.No.	Description	Quantity	Unit Price without Applicable Taxes PKR	Applicable Taxes PKR	Total Price with Applicable Taxes PKR
1	Intel(R) Xeon(R) CPU E5-2696 v4 @ 2.20GHz mentioned in Annex E	8			
Category-II					
Sr.No.	Description	Quantity	Unit Price without Applicable Taxes PKR	Applicable Taxes PKR	Total Price with Applicable Taxes PKR
1	32GB 2Rx4 PC4-2400T-RA1-11-DC0 mentioned in Annex E	25			
Category-III					
Sr. No.	Description	Quantity	Unit Price without Applicable Taxes PKR	Applicable Taxes PKR	Total Price with Applicable Taxes PKR
1	980GB & 1.2TB & 1.6TB & 1.9TB 2.5-inch SFF SAS Mixed-Use (MU) 12Gb/s mentioned in Annex E	10			
Category-IV					
Sr. No.	Description	Quantity	Unit Price without Applicable Taxes PKR	Applicable Taxes PKR	Total Price with Applicable Taxes PKR
1	HP Ethernet 10Gb 2-port 561T adapter - Has two 10G BASE-T RJ45 ports or HP Ethernet 10Gb 2-port 530T Adapter - Has two 10Gb RJ45 ports mentioned in Annex E	5			
Total Cumulative Cost of all categories inclusive of all applicable Taxes					

Note:

- **Business shall be awarded based on Least Cost Selection Method on Total Cumulative Cost of all categories inclusive of all applicable Taxes.**
- **All the payments shall be made in PKR after applying all the applicable taxes and submission of Invoice.**
- **PSDF shall be entitled to increase or decrease the quantity of required BOQ at the time of signing the contract.**

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

Dear Sir,

We offer to provide the goods for [Provision of Servers Hardware] 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 Servers Hardware are with a standard warranty and during the warranty period, we will provide free parts replacement and service. Also, we will execute the complete parts provisioning and goods closure, in case any fix or parts provisioning takes more than 5 business days, we will provide backup equipment with the same /higher/ compatible configurations and settings until the replacement of the good part.

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 Servers Hardware as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

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

DATED JULY 2023

AGREEMENT FOR PROVISIONING OF SERVERS HARDWARE

BETWEEN

Punjab Skills Development Fund

AND

[Add]

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

[Add details], (hereinafter referred to as “**Company**” 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 seeks to engage the Company for the provision of Servers Hardware and various affiliated services for the configuration and installation of the Servers Hardware (“**Services**”).

AND WHEREAS Company is desirous of providing the aforesaid Services and submitted its bid on [add] 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**.

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** 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. Any penalties for delay shall be imposed in accordance with Appendix B.

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 of [add] (inclusive of all applicable taxes and out of pocket expenses) in accordance with **Appendix B** of this Agreement.

3.4 All payments made hereunder shall be made subject to applicable tax deductions.

4. OBLIGATIONS

4.1. In providing the Servers Hardware, 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 the Company from time to time.

4.2. Company shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.

- 4.3. PSDF shall be entitled to conduct an audit for the purposes of ensuring that the services have been performed satisfactorily.
- 4.4. Company shall carry out all activities and provide the Server Hardware under this Agreement with and of the highest standards of quality, professional and ethical competency and integrity.
- 4.5. 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.
- 4.6. Company shall provide all relevant documentation regarding the Services to PSDF.
- 4.7. Company shall ensure that the professional staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.
- 4.8. Company shall ensure that the Server Hardware provided under this Agreement complies with the specification laid down in Annexure A.
- 4.9. Company shall comply with the Business Rules, Monitoring Rules and all other rules of PSDF in providing the Services.
- 4.10. Company shall ensure that they shall comply with, in all material respects with all applicable laws and legal requirements as under the law of Pakistan and all taxes and duties payable under all relevant laws have been duly paid in the course of provision of the services.
- 4.11. Company shall provide legally obtained and authentic Servers Hardware and shall ensure that there is no violation of any third party rights.

5. WARRANTIES AND REPRESENTATIONS

5.1. COMPANY'S WARRANTIES AND REPRESENTATIONS

- 5.1.1. **COMPANY WARRANTS AND REPRESENTS THAT IT HAS SUBMITTED THE GUARANTEE IN THE FORM OF A 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 will provide official and legally procured Server Hardware free from any defects, faults, encumbrances, add-ons, infringement claims etc.
- 5.1.5. Company warrants and represents that it will not undertake any conflicting activities, assignments, or relationships.
- 5.1.6. Company warrants and represents that it will not undertake any activity that may be categorized as fraud and corruption, or unfair advantage.

- 5.1.7. Company warrants and represents that it shall provide professional, objective and impartial advice, services and content 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.
- 5.1.8. **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 the Server Hardware and related services and carrying out all related activities in relation to this Agreement.
- 5.1.9. 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.
- 5.1.10. Company warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals, intellectual property rights etc. for entering into, and performing its obligations under this Agreement.
- 5.1.11. 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.
- 5.1.12. 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 the 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.
- 5.1.13. Company warrants that it shall exercise a reasonable standard of care in the provision of the Servers Hardware and the Services. Company further warrants and agrees that it shall maintain quality control, provide adequate tests, and do such other things as are reasonably required to assure the high quality of the requisite Servers Hardware.
- 5.1.14. Company warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. providing the Services.
- 5.1.15. The Company warrants and represents that the Server Hardware being provide is of top quality and free from all defects and complies with the standards set forth in Annexure A to this Agreement.

5.1.16. This Agreement and all documents to be executed by 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 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. 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 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 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 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. 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 Company and PSDF shall have the right to immediately terminate the Agreement upon the occurrence of any of the following events of default.
- 8.1.1. If 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.
- 8.1.2. If the Services and the Servers Hardware provided do not conform to any requirements of PSDF and subject to the same being informed to 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 if a material breach has been committed by PSDF and if the same is not cured by PSDF within a period of one month, by furnishing a prior written notice of three months.

9. ENTIRE AGREEMENT

THIS AGREEMENT, TOGETHER WITH THE APPENDICES A AND 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.

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

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.

12. ASSIGNMENT AND SUB-CONTRACTING

12.1 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 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 Company is unable to fulfil its obligations and abandons its obligations under this Agreement without any cogent reason, 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, tsunami, fire, explosion, terrorism, storm, flood, lightening, pandemic, epidemic, war and hostilities, government actions.
- 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 and where extension is not possible, both parties will amicably resolve the issue and settle all payment accounts

16. NOTICES

- 16.1.** A notice or other communication under or in connection with this Agreement shall be:

- (a) in writing;
- 2.** in the English language; and
- 3.** 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
Attention: 21 A Block H, Mateen Fatima Road Gulberg II, Lahore TEL: -042-111-11-77-33	[Add]

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. INTELLECTUAL PROPERTY

- 20.1 Any material produced for the purposes of this Agreement shall be considered to be commissioned works produced during the course of this Agreement for PSDF and shall be the intellectual property of PSDF.
- 20.2 The Company shall in no event make use of any Intellectual Property Right of PSDF including Trademark, Copyright, Logo, Patent and Design or any other material without prior written approval of PSDF. The Company shall in no event represent itself as owner or licensee or assignee of the said Intellectual Property Rights.

21. HARASSMENT, HEALTH AND SAFETY

- 21.1 The Company is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Services, 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.

- 21.2 The Company shall ensure that appropriate health and safety measures are in place for its employees.

22. DISCRIMINATION

In the process of providing the Services, the Company 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.

23. ANTI-BRIBERY AND ANTI-CORRUPTION

- 23.1 The Company and its personnel and any other person responsible for providing and performing the Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement.
- 23.2 PSDF shall have the right to terminate this Agreement if the Company breaches this Clause 23.

24. AMENDMENTS

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

25. ARBITRATION AND GOVERNING LAW

- 25.1 **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.**
- 25.2 **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.**
- 25.3 **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.**

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

PSDF

Company

Name: Designation: On behalf of PSDF	Name: Designation: On behalf of Company

Witnesses:

1.

2.

APPENDIX A

SPECIFICATION OF HARDWARE

Specification Of Hardware

The following specification of hardware identifies the specifications prescribed by PSDF that the Server Hardware is expected to comply with:

Bill of Quantity Category-I		
S#	CPU	Qty.
CPU Specification		
1	Intel(R) Xeon(R) CPU E5-2696 v4 @ 2.20GHz	8
	Cores: 22 Threads: 44	
	Typical TDP: 150 W	
Bill of Quantity Category-II		
S#	RAM	Qty.
RAM Specification		
1	32GB 2Rx4 PC4-2400T-RA1-11-DC0	25
Bill of Quantity Category-III		
S#	SSD	Qty.
SSD Specification		
1	1.6TB 2.5-inch SFF SAS Mixed-Use (MU) 12Gb/s	10
Bill of Quantity Category-IV		
S#	Network Adapter	Qty.

Network Adapter Specification		
1	HP Ethernet 10Gb 2-port 561T adapter - Has two 10G BASE-T RJ45 ports or HP Ethernet 10Gb 2-port 530T Adapter - Has two 10Gb RJ45 ports	5
	Part No: 657128-001 or 717708-001	

The above Server Hardware will be used in the following machines and provided material should be compatible with the machines below. Incase of any alert raised by the machine related to noncompliance / incompatibility the Company should replace it with the compatible one within 24 hours.

Category-I, II, III and IV	
SR#	Server Model
Server Model Details	
1	HP DL360 Gen 9
2	HP DL380 Gen 9
3	HP StoreEasy 1650 Storage

The following conditions shall apply on the provision of the Server Hardware:

- The Company must provide authorized partnership for the Servers Hardware of the manufacturer (Tier 1/Platinum partnership/business partnership);
- The Company shall ensure the installation, and configuration of the Server Hardware onsite.
- The Company shall ensure that integration of replaced equipment/ parts shall not conflict or cause degraded performance with the existing infrastructure.
- During the installation and configuration of the Server Hardware all spares should be maintained by the Company and shall be replaced if any fault/failure occurs.

- Any other fittings or accessories under the scope of work which may not have been specifically mentioned in this Agreement or the tender documents or not covered in the technical proposal of the Company, but which are necessary to meet the hardware/equipment functionality and the requirements, for the full functioning of the Server Hardware, shall be provided by the Company without any further payment liability on PSDF.
- PSDF reserves the right to increase or decrease the quantity of required BOQ at any time with the payment terms for the same being mutually decided between the Parties.
- The Company shall work in close coordination with the PSDF IT team and the Servers Hardware shall be checked and verified by the PSDF IT team before payment can be made.

APPENDIX B

PAYMENT TERMS

- **DETAILS OF THE PAYMENT TERMS AND PRICES ARE AS FOLLOWS:**
- **All payments shall be made in PKR after the deduction of applicable taxes.**
- **The company shall ensure that the transaction of payment is done through legal channel. it shall be responsibility of company to ensure that all the requirements of the govt. of Pakistan are met while providing these services/servers hardware and pay all duties & taxes as per the applicable laws.**
- **Payment shall be made within thirty (30) days after submission of invoice.**