

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 44/SYIG/PSDF/S

PROVISIONING OF IT SERVERS

September 2023



Submission Date for Sealed E-Bids: September 25th, 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

Index of Tender Document	Page No.
1) Invitation to Bids	2
2) Instruction to Bidders	3
3) Conditions for Eligibility (Mandatory Requirements)	4
4) Scope of Work	4
5) Condition for Contract /General Guidelines	5
6) Form of Contract	6
7) Form of Bid	6
8) Delivery Timelines or Completion Date	7
9) Technical Evaluation Criteria	7
10) Performance Security	7
11) Financial Evaluation Criteria	7
12) Submission of Bids (Technical and Financial Proposal)	7
a. Bid Security	7
b. Cover Letter for the Submission of Technical Proposal	8
Annexures	9
Annex – A Organizational Information	9
Annex – B Eligibility Response Checklist	10
Annex – C Relevant Experience	12
Annex – D Specification of Servers	13
Annex – E Technical Evaluation Criteria	14
Annex - F Financial Proposal	16
Annex - G Declaration	17
Annex – H Cover Letter	18
Annex - I Integrity Pact	19
Annex - J Tentative Draft Contract	21

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 **“Provisioning of IT Servers”** (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	Provisioning of IT Servers	44/SYIG/PSDF/S	Five Years	Sep 25, 2023 by or before 03:00 PM	Sep 25, 2023 on 03:30 PM	PKR 19.99 Million

For further details and terms of reference, please visit:

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

Important Information:

- Follow instructions on 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 Eligibility (Mandatory Requirements), 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** (Eligibility 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. (Please attach proof to ascertain that the firm/company is on active taxpayer list of FBR.)
2. Must be an Active Taxpayer as per “Active Taxpayer List” of General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable. (Please attach proof to ascertain that the firm/company is on active list of General Sales Tax(GST) / Provincial Sales Tax (PST).
3. Affidavit on stamp paper, declaring that the firm/company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper of not less than 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 submission time of the bid.)
4. Evidence of the bidding firm/company’s registration/incorporation is required. (Please attach Copy of certificate of incorporation/company registration certificate/firm registration certificate.)
5. Joint Venture of any kind is not allowed to participate in the bid. (Please attach a declaration on letterhead that firm/company is not participating as Joint Venture.)
6. Bidder must provide authorized partnership for Servers from the OEM/Principal - Tier 1/Platinum partnership. (Copy of the 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

- a) Specification of Servers are attached in Annex-D.
- b) PSDF Information Technology (IT) department shall inspect and check the Provisioning, Installation and Complete Commissioning of Server supplied at the time of the delivery.
- c) UAT and its signoff of complete infrastructure installed and configured as per requirements will be done by PSDF Information Technology (IT) team to close the project.
- d) Training of Technical Staff on the Provisioning, Installation and Complete Commissioning of Server with complete configuration and its Usage is mandatory.
- e) Bidder will provide basic operations and troubleshooting document of the commissioned Solution.
- f) Bidder will ensure after notifying any issue, all parts replacement/rectification shall be made

with in 9x5 Next Business Day (NBD).

- g) Preventive Maintenance after every quarter and share report with PSDF Information Technology (IT) team.
- h) For the execution of the Servers installation and configuration, the bidder shall undertake provisioning of all hardware parts, patches, material, accessories, and support, etc. which shall be necessary for the complete functioning of hardware/equipment.
- i) Bidder shall ensure the complete installation, and configuration of servers onsite.
- j) Bidder shall ensure that integration of equipment/ parts shall not conflict or cause degradation in performance with the existing infrastructure.
- k) During the Installation and configuration of Servers all spares should be maintained by bidder and shall be replaced if any fault/failure occurs.
- l) Total quantity of servers is mentioned in Annex – D, however, PSDF can increase or decrease the quantity of required servers 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 goods 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 goods 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 goods without any failure.
- m) Clarifications/ queries/ request time (to visit the site before the submission of bids for the estimation of goods mentioned in **Annexure-D**) may be requested by **September 21, 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) Pre-bid meeting is scheduled on dated **September 19, 2023 on 11:00 AM**. Those bidders who are interested to participate through an online link can request **on or before September 18, 2023 by 15:00 Hours** so that the link could be shared with them. The PSDF's Procurement Team will address and guide the bidders regarding the submission of bid on e-tender portal along with the other queries (if any).
- o) Punjab Procurement Rules, 2014 will be applicable for this procurement.
- p) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

6) Form of Contract

- a. The successful bidder shall sign and execute the standard contract of PSDF 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 Five (5) years (covering the warranty period).
- 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 **120 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, the successful bidder shall provide the required delivery installation and commissioning of servers after signing the agreement within 12-14 weeks or as per the duration mentioned in the contract and subject to the regulation in place.

9) Technical Evaluation Criteria

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

10) Performance Security

- a) Successful bidder will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 2% of contract value at the time of signing the contract which will be returned after completion of contract.
- b) Any delay in delivery of goods as per agreed time frame will be subject to the following penalties:
 - 1 week delay = 1% penalty will be charged of total contract value.
 - 2 weeks delay = 2% penalty will be charged of total contract value.
 - On delay more than 2 weeks = 5% penalty will be charged of total contract value.

11) Financial Evaluation Criteria

The Financial Proposals for 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 (Eligibility & 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., **September 25th, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **September 25th, 2023, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

a. Bid Security

Bid Security of 0.5% (i.e., Rs. 100,000 (One Hundred 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 the 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 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.	(Please attach proof to ascertain that the firm/company is on active taxpayer list of FBR.)	<input type="checkbox"/>	<input type="checkbox"/>
2	Must be an Active Taxpayer as per “Active Taxpayer List” of General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable.	(Please attach proof to ascertain that the firm/company is on active list of General Sales Tax (GST) / Provincial Sales Tax (PST).	<input type="checkbox"/>	<input type="checkbox"/>
3	Affidavit on stamp paper, declaring that the firm/company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper of not less than 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 submission time of the bid.)	<input type="checkbox"/>	<input type="checkbox"/>
4	Evidence of the bidding firm/company’s registration/incorporation is required.	(Please attach copy of certificate of incorporation/company registration certificate/firm registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>



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5	Joint Venture of any kind is not allowed to participate in the bid.	(Please attach a declaration on letterhead that firm/company is not participating as Joint Venture.)	<input type="checkbox"/>	<input type="checkbox"/>
6	Bidder must provide authorized partnership for Servers from the OEM/Principal - Tier 1/Platinum partnership.	(Copy of the partnership letter is required).	<input type="checkbox"/>	<input type="checkbox"/>

Annex – C Relevant Experience

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

Annex – D Specification of Servers

Servers Requirement (Qty : 4)	
Chassis	2U LFF Server
Drive Bays	1 x 12 LFF Drive Backplane Module
Processor	2 x Intel® Xeon Gold 5420 (2.0GHz/28Cores/52.5MB/205W) equivalent or better
Memory	8 x 32 GB DDR5 RDIMMs or better
System Disk	2 x 480GB 6G SATA SSD 3.5 or better for OS installation
Storage	3 x 8TB 12G SAS 3.5in HDD or better 1 x 1.6TB PCIe*Gen4 NVMe 3.5in MU or better
Ethernet	1 x 4-Port 1GE Copper Interface
Multimode Optical Transceiver	2 x Dual-Port 10GE Fiber Interface Ethernet Adapter or better (SFP+) SFPs: 4 x SFP+ 10Gb Module
Raid Controller/HBA Card	1xRaid controller 12Gb/s throughput or better /SAS HBA Card or better
Power Supply	2x 1300w Power Supply or better
Rack Mount Rail	Complete Rack Mount Kit and all other parts required for server including power cords
Management Software	Embedded Server Management Software as per standard requirement with all licenses
Warranty	5 Years 9x5 Next Business Day (NBD) Onsite Support with warranty including free replacement of parts
Note	Quoted Servers must be HCI certified by the principal.
Software and Licenses	
Software and Licenses	<p>HCI software should be provided with 1 year license support for all Servers with CPU based licensing.</p> <p>Hypervisor: HA, DRS VM Clone, snapshot, and migration. NO VM and Socket extensions limit, all features must be enabled.</p> <p>Network Virtualization: Support virtual machine inbound, outbound, and inbound-outbound security access control functions, and can set access rules based on IP and VM name based. Support visual real-time monitoring center. Support resource capacity prediction.</p>
Training and Certification	Cloud Training and certification by OEM for technical staff

Annex – E 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	Relevant Experience	20		Documentary proof (copies of the contract or purchase orders or service orders) should be furnished. If no valid attachment is provided in Section 1.2.2 (e-tender), then no marks for this section will be awarded.
	Providing installation, and complete commissioning of Server for more than 10 years		20	
	Providing installation, and complete commissioning of Server for more than 8 years but less than or equal to 10 years		15	
	Providing installation, and complete commissioning of Server for more than 5 years but less than or equal to 8 years		10	
2	Client Portfolio	15		Documentary proof (copies of the contract or purchase orders or service orders) should be furnished. If no valid attachment is provided in Section 1.3.2 (e-tender), then no marks for this section will be awarded.
	Worked with more than 15 local/international clients.		15	
	Worked with more than 10 but less than or equal to 15 local/international clients.		10	
	Worked with more than 6 but less than or equal to 10 local/international clients.		5	
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 Annual tax return of 20-21/21-22. If no valid attachment is provided in Section 1.4.2 (e-tender), then no marks for this section will be awarded.
	Annual revenue/turnover of the firm/company is more than or equal to Rs. 400 million.		20	
	Annual revenue/turnover of the company is more than or equal to Rs. 200 million but less than 400 million.		15	
	Annual revenue/turnover of the company is more than or equal to Rs. 100 million but less than 200 million.		10	
4	Certified Engineers in installation, and complete commissioning	15		Resumes and certificates of the certified engineers having certificates of MCSE/MCSA/HCNP/HCIE should be furnished. If no valid attachment is provided in Section 1.5.2 (e-tender), then
	More than or equal to 3 Certified engineers in installation, and complete commissioning of Servers		15	
	Equal to 2 Certified engineers in installation, and complete commissioning of Servers		10	

	Equal to 1 Certified engineer in installation, and complete commissioning of Servers		5	no marks for this section will be awarded.
5	The OEM/Principal presence in Pakistan	15		
	More than or equal to 4 years of OEM/Principal presence in Pakistan.		15	Documentary Proof of the SECP registration certificate or details of OEM/Principal on letterhead. If no valid attachment is provided in Section 1.6.2 (e-tender), then no marks for this section will be awarded.
	More than or equal to 3 years but less than 4 years of OEM/Principal presence in Pakistan.		10	
	More than or equal to 2 years but less than 3 years of OEM/Principal presence in Pakistan.		5	
6	The Firm/Company Office Presence	15		Documentary Proof of the Firm/Company Office presence in Lahore/Pakistan. If no valid attachment is provided in Section 1.7.2 (e-tender), then no marks for this section will be awarded.
	Support and Maintenance Office in Lahore.		15	
	Support and Maintenance Office in Pakistan.		10	
Total Points Awarded		100		

Minimum passing marks for technical qualification are 65. The financial bid of only technically qualified bidders shall be opened.

Annex - F Financial Proposal

(2.1.1 of e-tender)

SR #	Description	QTY	Unit Price Inclusive of Taxes (USD)	Taxes (%)	Total Price Inclusive of Taxes (USD)
1	Servers	4			
	Grand Total				

Note: -

- Business shall be awarded based on **Least Cost Selection Method**.
- PSDF shall be entitled to increase or decrease the quantity of required servers at the time of signing the contract.

Payment Terms: -

- Payment shall be made within 30 days after, complete installation commissioning of server with user acceptance certificate and submission of Invoice.
- All the payments shall be made in PKR after applying the TT selling rates of State Bank of Pakistan on the day of bid opening.
- Payments Shall be made in PKR after applying all the applicable taxes.

[Firm/company's letterhead]

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 authorized 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

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[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 [Provisioning, installation, and complete commissioning of Server 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 Servers does not contain any end of life or end of support item. They are brand new, not refurbished, and imported/obtained through proper channel. The quoted servers completely comply with all the requirements that are mentioned in the Scope of work (SOW) and Annex - D of this bidding document. In case of proposed servers found end of life or end of support by the OEM/principal this may lead to the disqualification of the bidder.

Further, we assure you that the quoted Server for PSDF will have a complete warranty of 5 years backed by the OEM/Principal that includes free replacement of parts along with free service. The replacement of parts will be executed within 9x5 Next Business Day (NBD). In case any replacement of parts takes more than 9x5 NBD, we will provide backup Server (equivalent to the specs or better).

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 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:

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SERVICE PROVIDER
IN CONTRACTS WORTH RS.10.00 MILLION OR MORE
(Not less than Rs. 100 stamp paper)**

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

19



[Buyer]

[Seller/Supplier]



Annex - J Tentative Draft Contract

DATED _____ SEP 2023

AGREEMENT FOR PROVISIONING OF IT SERVERS

BETWEEN

Punjab Skills Development Fund

AND

XXX



Skills For Success

THIS AGREEMENT is made at Lahore, Pakistan this [●] day of September 2023 (“**Effective Date**”):

By and 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 permitted assigns);

And

[●], a company incorporated under the Companies Act, 2017 having its registered office situated at [●], through its authorised representative (hereinafter referred to as “**Supplier**” which expression shall, wherever the context so requires or permits, include its successors and permitted assigns);

(The terms ‘PSDF’ and the ‘Supplier’ shall individually be referred to as a “Party” and collectively as “Parties”)

RECITALS

A. Whereas, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to engage the Supplier in order to procure servers as envisaged herein this Agreement (“**Goods**”);

B. And Whereas, the Supplier is desirous of providing the aforesaid Goods and has submitted its proposal/bid on [add] and the proposal/bid has been deemed successful for awarding of this Agreement by PSDF and has therefore offered the requisite Goods to PSDF;

C. And Whereas, relying on the warranties and representations of the Supplier, PSDF has agreed to procure the envisaged Goods on the terms and conditions set out herein below;

D. And Whereas, the recitals and appendices attached hereto shall be read and construed as an integral part of this Agreement.

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. Scope of Work

1.1. The Supplier agrees and affirms to provide the Goods as detailed under **Appendix A** (*Scope of Work and Specifications of the Servers*) subject to negotiations in accordance with the PPRA Rules 2014.

1.2. The Parties agree that the total quantity of Goods mentioned shall be in accordance with Appendix A provided, that such quantity is subject to increase or decrease as per PSDF’s sole discretion.

1.3. The Supplier further agrees to provide all related services that may be required by PSDF at any time during the term of this Agreement with respect to the Goods including but not limited to assistance in installation, setting up, etc.

1.4. The Supplier agrees to provide the Goods free from material defects and fit for purpose. The Parties also mutually acknowledge that PSDF's technical department retains the right to inspect the Goods upon delivery to ensure they are free from material defects. However, acceptance of the Goods at the time of delivery shall not waive PSDF's right to exchange them if defects are discovered at a later date.

1.5. The Supplier shall execute the required delivery installation and commissioning of servers after signing the agreement within 12-14 weeks after one (01) week of the Effective Date of this Agreement.

2. Term & Payment

2.1. This Agreement shall come into force from the Effective Date and shall remain in force for a duration of Five (05) year (“**Term**”) unless terminated earlier in accordance with the terms of this Agreement.

2.2. PSDF may extend the duration of this Agreement for another term with the mutual consent of both the Parties, on the same terms and conditions.

2.3. 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. In case of any sort of delay in performance by the Supplier, following penalties shall be imposed.

2.3.1. 1 week delay = 1% penalty will be charged of total contract value.

2.3.2. 2 weeks delay = 2% penalty will be charged of total contract value.

2.3.3. On delay more than 2 weeks = 5% penalty will be charged of total contract value.

2.4. In consideration of the satisfactory provision of the Goods and related services, PSDF shall pay an amount (inclusive of all applicable taxes) amounting to PKR [●] after, complete installation commissioning of server as detailed under Appendix-C (*Payment Terms*).

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

3. Performance Guarantee

3.1. The Supplier shall submit a performance guarantee (“**Performance Guarantee**”) (in the form of pay order or bank guarantee as is acceptable by PSDF) equal to the amount of two (02%) percent of the total value of this Agreement at the time of signing of this Agreement. The Supplier shall ensure that the Performance Guarantee is valid and enforceable for the duration of this Agreement.

3.2. The Performance Guarantee shall be returned after the successful completion of this Agreement.

4. Obligations



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- 4.1. In the provision of Goods and related services to PSDF, the Supplier shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to the Supplier from time to time.
- 4.2. Supplier shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3. Supplier shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.4. Supplier shall ensure that the Goods provided pursuant to the Agreement are up to the standards as communicated by PSDF and PSDF has the right to request changes to the Goods to ensure that the Goods are as per the requirement and expectation of PSDF.
- 4.5. Supplier shall retain and maintain all records related to the Agreement during the Term of the Agreement and five (05) years after the expiry of this Agreement.
- 4.6. Supplier shall ensure that the professional staff required for performing and fulfilling the obligations under this Agreement is available at all times in the event assistance is required by PSDF in relation to the Goods their installation, setting or exchange.

5. Warranties and Representations

- 5.1. Supplier warrants and represents that it has submitted Performance Guarantee of two per cent (02%) of the total value of this Agreement as stipulated herein.
- 5.2. Supplier warrants and represents that it has submitted the bid security of zero point five per cent (0.5%) of the total value of this Agreement as stipulated herein.
- 5.3. Supplier 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.
- 5.4. Supplier 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 Bidding Document.
- 5.5. Supplier warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Goods and related services and carrying out all related activities in relation to this Agreement.
- 5.6. Supplier warrants and represents that it shall comply with any alteration requests made by PSDF to ensure that the Goods are up to the standards and expectations of PSDF.
- 5.7. Supplier warrants and represents that it has the requisite experience of providing the Goods.
- 5.8. Supplier warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. providing the Goods or fulfilling any obligation under this Agreement.



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5.9. 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.

5.10. Supplier warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.

5.11. Supplier 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.

5.12. Supplier 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.

5.13. This Agreement and all documents to be executed by the Supplier 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 the Supplier.

5.14. This Agreement and all documents executed or to be executed by PSDF and to be delivered to the Supplier 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.

5.15. During the Term of this Agreement and thereafter, the Supplier shall not in any way publicly disparage, call into disrepute, or otherwise defame or slander PSDF or its subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents, attorneys or representatives, contractors or any of its offered services, in any manner that would directly or indirectly damage the business or reputation of PSDF.

6. Indemnities and Liabilities of the Supplier

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

6.2. Supplier 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 Supplier, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by the Supplier 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



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

7.2. The Supplier 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 and Termination

8.1. The following events shall each constitute an "Event of Default" by the Supplier and PSDF upon such Event of Default shall be entitled to forthwith terminate this Agreement:

8.1.1. If the Supplier fails to timely deliver the Goods within the stipulated timeframes.

8.1.2. If the Supplier fails to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of PSDF, or that may reasonably be perceived as having such effect.

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

8.1.4. If the Goods provided do not conform to any requirements of PSDF and subject to the same being informed to Supplier in writing the same is not replaced and/or rectified within [●] of such intimation and/or notification.

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

9. Entire Agreement

9.1. 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. Record

10.1. Supplier shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures invoices, receipts and other documentary evidence in connection with the execution of this Agreement for a period of five (05) years after the termination of this Agreement.

11. Assignment and Sub-contracting



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11.1. Supplier 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.

11.2. Supplier shall not sub-contract the provisioning of the Goods or any related services without the express written permission of PSDF.

12. Confidentiality

12.1. 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:

- 12.1.1.1. Is or becomes public other than through a breach of this Agreement;
- 12.1.1.2. 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;
- 12.1.1.3. Was known to the recipient at the time of disclosure or is thereafter created independently;
- 12.1.1.4. Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- 12.1.1.5. Must be disclosed under applicable law, legal process or professional regulations.

12.2. 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.

13. Blacklisting

13.1. After signing the Agreement, if the Supplier is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, harassment or discrimination, the Supplier may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

14. Force Majeure

14.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightning, war and hostilities.

14.2. If either Party is affected by Force Majeure, it shall forthwith notify the other Party of the nature and extent thereof.

14.3. 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.

15. Notices



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15.1. A notice or other communication under or in connection with this Agreement shall be:

- (a) in writing;
- (b) in the English language; and
- (c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

15.2. Addresses:

PSDF	Supplier
21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore	-

16. Severability

16.1. 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.

17. Variations

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

18. Intellectual Property

18.1. The Supplier 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 Supplier shall in no event represent itself as owner or licensee or assignee of the said intellectual property rights.

19. Counterparts

19.1. 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

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

21. Arbitration and Governing law



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21.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in Lahore.

21.2. The Parties agree that in case of any dispute regarding the quality and quantity of the Goods and/or any related services the decision of PSDF shall be binding and final.

21.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940.

22. Harassment

22.1. The Supplier is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Goods, 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.

23. Discrimination

23.1. In the process of providing the Goods, the Supplier 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.

24. Anti-Bribery and Anti-Corruption

24.1. The Supplier shall ensure that the Supplier or its' personnel and any other person responsible for providing and performing the Goods are 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.

24.2. PSDF shall have the right to terminate this Agreement if the Supplier breaches this Clause 24.

25. Waiver

25.1. 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.

In witness thereof, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

For and on behalf of PSDF

For and on behalf of Supplier

Name: Designation:	Name: Designation:

Witnesses:

1. _____

Name:

CNIC:

2. _____

Name:

CNIC:

Appendix A
Scope of Work and Specifications of the Servers

- a) PSDF Information Technology (IT) department shall inspect and check the Provisioning, Installation and Complete Commissioning of Server supplied at the time of the delivery.
- b) UAT and its signoff of complete infrastructure installed and configured as per requirements will be done by PSDF Information Technology (IT) team to close the project.
- c) Training of Technical Staff on the Provisioning, Installation and Complete Commissioning of Server with complete configuration and its Usage is mandatory.
- d) Bidder will provide basic operations and troubleshooting document of the commissioned Solution.
- e) Bidder will ensure after notifying any issue, all parts replacement/rectification shall be made with in 9x5 Next Business Day (NBD).
- f) Preventive Maintenance after every quarter and share report with PSDF Information Technology (IT) team.
- g) For the execution of the Servers installation and configuration, the bidder shall undertake provisioning of all hardware parts, patches, material, accessories, and support, etc. which shall be necessary for the complete functioning of hardware/equipment.
- h) Bidder shall ensure the complete installation, and configuration of servers onsite.
- i) Bidder shall ensure that integration of equipment/ parts shall not conflict or cause degradation in performance with the existing infrastructure.
- j) During the Installation and configuration of Servers all spares should be maintained by bidder and shall be replaced if any fault/failure occurs.
- k) PSDF can increase or decrease the quantity of required servers at the time of signing the contract.

Appendix B
Specification of Servers

Servers Requirement (Qty: 4)	
Chassis	2U LFF Server
Drive Bays	1 x 12 LFF Drive Backplane Module
Processor	2 x Intel® Xeon Gold 5420 (2.0GHz/28Cores/52.5MB/205W) equivalent or better
Memory	8 x 32 GB DDR5 RDIMMs or better
System Disk	2 x 480GB 6G SATA SSD 3.5 or better for OS installation
Storage	3 x 8TB 12G SAS 3.5in HDD or better 1 x 1.6TB PCIe*Gen4 NVMe 3.5in MU or better
Ethernet	1 x 4-Port 1GE Copper Interface
Multimode Optical Transceiver	2 x Dual-Port 10GE Fiber Interface Ethernet Adapter or better (SFP+) SFPs: 4 x SFP+ 10Gb Module
Raid Controller/HBA Card	1xRaid controller 12Gb/s throughput or better /SAS HBA Card or better
Power Supply	2x 1300w Power Supply or better
Rack Mount Rail	Complete Rack Mount Kit and all other parts required for server including power cords
Management Software	Embedded Server Management Software as per standard requirement with all licenses
Warranty	5 Years 9x5 Next Business Day (NBD) Onsite Support with warranty including free replacement of parts
Note	Quoted Servers must be HCI certified by the principal.
Software and Licenses	
Software and Licenses	<p>HCI software should be provided with 1 year license support for all Servers with CPU based licensing.</p> <p>Hypervisor: HA, DRS VM Clone, snapshot, and migration. NO VM and Socket extensions limit, all features must be enabled.</p> <p>Network Virtualization: Support virtual machine inbound, outbound, and inbound-outbound security access control functions, and can set access rules based on IP and VM name based. Support visual real-time monitoring center. Support resource capacity prediction.</p>
Training and Certification	Cloud Training and certification by OEM for technical staff

Appendix C
Payment Terms

Sr No.	Description	QTY	Unit Price Inclusive of Taxes (USD)	Taxes (%)	Total Price Inclusive of Taxes (USD)
1.	Server	4			
	Grand Total				

Note:

- Payment shall be made within thirty (30) days after, complete installation commissioning of server with user acceptance certificate and submission of invoice.
- All the payments shall be made in PKR after applying the TT selling rates of State Bank of Pakistan.
- Payments shall be made after applying all the applicable taxes.
- The total Agreement value is PKR [add].

The Supplier affirms and acknowledges that any delay in the delivery of the Goods will result in a penalty applicable to the Supplier. The penalty shall be:

- 1 week delay = 1% penalty will be charged of total contract value.
- 2 weeks delay = 2% penalty will be charged of total contract value.
- On delay more than 2 weeks = 5% penalty will be charged of total contract value.