

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 40/SYIG/PSDF/WM&SSLA

HIRING OF A COMPANY/FIRM FOR WEBSITE MAINTENANCE & SUPPORT SLA

October 2023



Submission Date for Sealed Bids: October 20, 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 (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 **“Hiring of a Company/Firm for Website Maintenance & Support SLA”** (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the Tender document and provide relevant information alongwith 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	Hiring of a Company/Firm for Website Maintenance & Support SLA	40/SYIG/PSDF/WM&SSLA	One Year (Extendable for another terms)	Oct 20, 2023, by or before 03:00 PM	Oct 20, 2023, on 03:30 PM	PKR 2.2 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.
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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, within 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 or debarred by any provincial or federal government department, agency, semi government, autonomous body or any organization anywhere in Pakistan. (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 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.)

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

Description of parameters/scope of work for required items are given below. The bidders are requested to go through the document before the submission of the bids.

The following scope of work identifies the main tasks and responsibilities that the qualifying bidder would be expected to deliver upon, by working closely with the Marketing & Communication Department of PSDF.

A. Website Maintenance SLA

- a) Service Provider will provide uninterrupted maintenance services as well as technical support 6 days a week (Monday - Saturday) from 9:00 AM to 8:00 PM
- b) Development of additional webpages (landing pages), service tabs, incorporation of any new APIs, patches, plug-ins, widgets, extensions, hyperlinks, interfaces, etc. Or edits to existing pages
- c) All provided services to be available (up and running) for at least 99.9% of the time

- d) Service Provider will provide front-end and back-end development services to PSDF for ad-hoc development requests.
- e) Service Provider will create new & mold existing artwork and content as per task need.
- f) Service Provider will provide monthly website backups.
- g) Protection against bugs, malwares, cyber-attacks, phishing, trojans, cross-site scripting (XSS), download-driven attacks, MiTM (Man-in-the-Middle), bots, Distributed Denial of Service (DDoS) attack, other vulnerabilities, Credential Reuse, SQL Injection attacks, Macro viruses, Ransomwares, etc.
- h) A monthly performance report will be shared which will contain all the tasks/ jobs rendered.
- i) A detailed monthly google analytics report along with heatmap will be shared.
- j) Optimization of website using Google tools and other verified tools
- k) Optimization of Servers to improve the performance
- l) Service Provider will provide search engine optimization services.

B. Documentation and Deliverables after contract award

- 1) Maintenance Manuals.
- 2) Service provider will provide 12 months maintenance service and SLA.

5) Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms of references to provide services to PSDF:

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter into a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.
- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal, if required.
- g) PSDF reserves the right to verify any information provided by the bidder and can visit business premises to verify the information.
- h) Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.

- i) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- j) Successful bidders shall work with close coordination of PSDF M&C and IT team.
- k) All the services shall be checked and verified by PSDF IT team and approved by M&C Team.
- l) Bidder shall provide the details of the staff to contact with PSDF on regular basis to provide the services without any failure.
- m) Clarifications/ queries may be requested by **October 18, 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 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 **October 17, 2023 on 11:00 AM**. Those bidders who are interested to participate through an online link can request on or before **October 16, 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 for which the PSDF will not be responsible.

6) Form of Contract

- a. The successful bidder shall sign and execute the standard contract of PSDF including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall sign a contract and shall provide the agreed services within the stipulated time agreed in the contract.
- c. The duration of the contract shall be 1-year; however, it can be extendable for another terms based on the performance of the firm/company with the mutual consent of both the parties.
- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All the payments will be done on post monthly basis, after verification of satisfactory services by the M&C team of PSDF.
- h. All taxes will be deducted in accordance with the applicable laws.

- i. The bid shall remain valid for the period of **120 days** from the date of bid opening.

7) Form of Bid

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

8) Delivery Timelines or Completion Date

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

9) Technical Evaluation Criteria

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

10) Performance Security

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.

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 (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., **October 20, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day i.e., **October 20, 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. 11,000 (Eleven Thousand)) in the form of a pay-order or demand draft or bank guarantee favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the submission time 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	
4	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 or debarred by any provincial or federal government department, agency, semi government, autonomous body or any organization anywhere in Pakistan.	(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 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"/>
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"/>

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.



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Annex – D Specification for Website Hosting

Below are the specifications for the website hosting environment

VPS Specifications	
CPU	4 Core
RAM	16 GB
Disk	500 GB NVMe
Bandwidth	4 TB Bandwidth
Dedicated IP	1
Root Access	Yes
Network	100 Mb/s Network
Control Panel	WHM/CPANEL Solo

Annex – E Technical Evaluation Criteria

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Category Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	Client Portfolio	25		Documentary proof (copies of contract or work order) should be furnished. If no valid attachment is provided in section 1.2.2 (e-tender) then no marks will be awarded for this section.
	Worked with more than 5 local or international clients.		25	
	Worked with more than 3 but less than or equal to 5 local or international clients.		20	
2	Relevant Experience	25		Documentary proof (copies of contract or work order with contact details of clients including published website links) should be furnished. If no valid attachment is provided in section 1.3.2 (e-tender) then no marks will be awarded for this section.
	Experience of equal to or more than 04 years for providing Website Design & Development Services to local or international or multinational clients.		25	
	Experience of less than 04 years but equal to or more than 02 years for providing Website Design & Development Services to local or international or multinational clients.		20	
3	Team Structure	25		Please attach CV's for each position. If no valid attachment is provided in sections 1.4.1, 1.4.2, 1.4.3, 1.4.4, and 1.4.5 (e-tender) then no marks will be awarded for this section.
	Project Manager/Team lead (4 years' experience)		5	
	Project architect (3 years' experience)		5	
	UI/UX designers (2 years' experience)		5	
	Web developer/integration specialist (2 years' experience)		5	
	QA & testing/security (2 years' experience)		5	
4	Financial Capability/Annual Turn Over /Sales/Revenue	25		Please submit copy of financial audit report 2020-21/2021-22 done by ICAP/SBP registered auditing firm or Annual tax return of 2020-21/2021-22. If no valid attachment is provided in section 1.5.2 (e-tender) then no marks will be awarded for this section.
	Annual turnover/revenue of the firm/company is greater than or equal to 50 Million (PKRs)		25	
	Annual turnover/revenue of the firm/company is less than 50 Million		20	



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	(PKRs) but greater than or equal to 40 million (PKRs)			
	Annual turnover/revenue of the firm/company is less than 40 Million (PKRs) but greater than or equal to 30 million (PKRs)		15	
Total Points Awarded		100		

Annex – F Financial Proposal

The firm shall be paid as consideration for the provisioning of services as per the table below.

SR #	Description of Deliverables	Unit Cost Inclusive of Taxes (PKR)	Taxes%
1	12 Months Maintenance Cost (including Web hosting services) (2.1.1 of E-Tender)		
Total Cost in (PKR) inclusive of all taxes			

Payment Terms:

1. Business shall be awarded on Least Cost Basis.
2. Website support/maintenance cost shall be paid by PSDF on monthly basis, after assessing the penalties (if applicable) against the given SLA for maintenance within 30 days from invoice submission date. Bidder will submit the invoice along with the SLA report for the quarter against which the invoice is raised.
3. Payment shall be subject to the satisfactory provisioning of the services.
4. All payment shall be made in PKR after the applicable taxes.

Penalties:

Severity Level	Initial Response Time	Resolution Time	Penalty
Severity High	30 minutes	Within 1 hour	2%
Severity Medium	1 hour	Within 6 hours	1%
Severity Low	2 hours	Within 16 hours	0.5%
Severity Level	Description		
Severity High	Services Disruption/outage that effect one or more than one business Units or Business Service (s). Software/Application Bug that leads to service outage.		
Severity Medium	Service Degradation that is affecting one or more than one business units or business service(s). Software Malfunction that led to service degradation		
Severity Low	Any kind of issue that is affecting one or more than one user		



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Total Penalty Severity Low = (Quarterly Maintenance Payment / 3) x 0.5% x number of hours exceeding resolution time

Total Penalty Severity Medium = (Quarterly Maintenance Payment / 3) x 1% x number of hours exceeding resolution time

Total Penalty Severity High = (Quarterly Maintenance Payment / 3) x 2% x number of hours exceeding resolution time

Penalty will be calculated on monthly basis. However, payment shall be made as per the payment structure mentioned in the bidding document.

[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

[Firm/company's letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

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

Dear Sir,

We offer to provide the services for **Hiring of a Company/ Firm for Website Maintenance & Support SLA** in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents on E-tendering portal.

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

Thank you.

Yours sincerely,

Signature

Name and title of signatory:



Annex- I Tentative Draft Contract

DATED ___ MONTH 2023

AGREEMENT FOR HIRING OF A COMPANY FOR WEBSITE MAINTENANCE & SUPPORT SLA

BETWEEN

Punjab Skills Development Fund

AND

[Company]



Skills For Success

This **Agreement for hiring of a company for website maintenance & Support SLA (“Agreement”)** is made at Lahore, Pakistan this ___ day of ___ 2023

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 assigns);

And

[Name of the Firm/Company] [add details of the Company] (hereinafter referred to as the “**Company**” which expression shall, wherever the context so requires or permits, include its successors and assigns).

(‘PSDF’ and the ‘Company’ 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 Company in order to procure website maintenance services as envisaged herein this Agreement and specified under Appendix-A (“**Scope of Services**”);

B. And Whereas, the Company is desirous of providing the aforesaid Services and submitted its proposal/bid on [add] and the proposal/bid has been deemed successful for awarding of this Agreement;

C. And Whereas, the Company has agreed to offer and PSDF has agreed to procure the envisaged Services 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 Company agrees to provide the Services in accordance with the specifications as specified under **Appendix A** subject to negotiations in accordance with the PPRA Rules 2014.

1.2. The Company further agrees to provide all related services which may be required by PSDF at any time during the term of this Agreement.

2. Term & Payment

2.1. This Agreement shall come into force on the [add] its duration shall be One Year (Extendable for other terms).



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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 the performance by the Company, PSDF shall be entitled to deduct [●] of the total contract price per day till such delay continues as per the deliverables.

2.4. In consideration of the satisfactory provision of Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of PKR.

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

3. Performance Guarantee

3.1. The Company shall submit a Performance Guarantee (in the form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) as is acceptable by PSDF) equal to the amount of [2%] of the total value of this Agreement at the time of signing of this Agreement. The Company 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

4.1. In providing the Services and related services to PSDF, the 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. The 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. The Company shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.

4.4. The Company shall ensure that the Services provided pursuant to the Agreement are up to the standards as communicated by PSDF and PSDF has the right to request changes to the deliverables and Services provided by the Company to ensure that the Services are as per the requirement and expectation of PSDF.

4.5. The Company shall ensure that the Services and all related services provided are of the best quality and comply with the specifications communicated by PSDF to the Company and as laid down in Appendix A.

4.6. The Company shall retain and maintain all records related to the Agreement during the life of the Agreement and five (05) years after the expiry of this Agreement.

4.7. The Company shall provide professional, objective, and impartial services, at all times holding PSDF's interest's paramount.

4.8. The Company shall ensure that the professional staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.

5. Warranties and Representations



5.1. Company's warranties and representations

- i. The Company warrants and represents that it has submitted Performance Guarantee of two per cent (2%) of the total value of this Agreement as stipulated herein.
- ii. The Company warrants and represents that it has submitted the Bid Security of one per cent (1%) of the total value of this Agreement as stipulated herein.
- iii. The Company warrants and represents 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.
- iv. The 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 and the request for proposal document.
- v. The 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 related services and carrying out all related activities in relation to this Agreement.
- vi. The Company warrants and represents that it shall comply with any alteration or replacement requests made by PSDF to ensure that the Services and are up to the standards and expectations of PSDF, at no additional cost to PSDF.
- vii. The Company warrants and represents that the Services provided in connection to this Agreement are free from defects and up to or exceeding industry standards, the quality and fitness for which shall be determined by PSDF.
- viii. The Company warrants and represents that it has the requisite experience of providing the Services required in connection with this Agreement.
- ix. The Company warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. (if any) providing the Services. Provided, that the Company has taken written permission from PSDF to delegate/assign any employee/contractor the obligations of this Agreement.
- x. 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.
- xi. The Company warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- xii. The 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.
- xiii. The Company warrants and represents that it shall provide professional, objective and impartial services 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.
- xiv. The Company warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- xv. This Agreement and all documents to be executed by the Company and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of the Company.

5.2. PSDF's warranties and representations

i. 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 the Company

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

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

7. Indemnities and Liabilities of PSDF

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

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

8. Events of Default and Termination

8.1. The following events shall each constitute an "Event of Default" by the Company and PSDF upon such Event of Default shall be entitled to forthwith terminate this Agreement without any notice:

i. If the Company fails to timely complete the Services or fails to provide the deliverables within the stipulated timeframes.

ii. If the Company 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.

iii. If the Company violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this



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Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives the 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 the Company does not commence to cure such violation, breach or failure within such thirty (30) days period.

iv. If the Services provided do not conform to any requirements of PSDF and subject to the same being informed to the Company in writing the same is not replaced 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. The Company 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 years after the termination of this Agreement.

11. Assignment and Sub-contracting

11.1. The Company shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.

11.2. The Company shall not sub-contract the provisioning of the Services 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.

12.2. Either Party may, however, disclose such information to the extent that it:

i. Is or becomes public other than through a breach of this Agreement;

ii. 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;

iii. Was known to the recipient at the time of disclosure or is thereafter created independently;



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- iv. Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- v. Must be disclosed under applicable law, legal process or professional regulations.

12.3. Either Party 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 Company 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 Company 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, lightening, 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

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

16. Severability



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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 and Data Protection

18.1. All Services provided by the Company for the purposes of this Agreement shall be considered to be commissioned works provided during the course of this Agreement for PSDF and shall be the intellectual property of PSDF solely and nothing in this Agreement shall construe that the Company is either in whole or a joint owner of any of the materials produced.

18.2. The Company may use the intellectual property of PSDF only for the purpose of this Agreement, with the express, written consent of PSDF. However, it may not sub-license the intellectual property to any other entity or persons nor shall the Company share the works with any third party during or after the term of this Agreement.

18.3. 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.

18.4. Any and all data, intellectual property including the website provided by PSDF to the Company shall at all times remain the property of PSDF. The Company shall not disclose any part of the data to any third party, unless as permitted under this Agreement and the Company shall ensure that it complies with all applicable data protection laws while dealing with the data. All data and Confidential Information provided by PSDF to the Company under this Agreement shall be immediately returned or destroyed upon the termination of this Agreement, or as instructed by PSDF. PSDF shall have the right to immediately terminate this Agreement and claim any damages in the case of any default of this Clause 18 by the Company.

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.



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21. Arbitration and Governing law

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

21.2. The Parties agree that in 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.

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 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.

23. Discrimination

23.1. 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.

24. Anti-Bribery and Anti-Corruption

24.1. The Company shall ensure that the Company, the Company's personnel and any other person responsible for providing and performing the Services 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 Company 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.

PSDF

Company

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Witnesses:

1.

2.

Appendix A
Scope of Services

Website Maintenance SLA

- a) The Company shall provide uninterrupted maintenance services as well as technical support 6 days a week (Monday - Saturday) from 9:00 AM to 8:00 PM
- b) Development of additional webpages (landing pages), service tabs, incorporation of any new APIs, patches, plug-ins, widgets, extensions, hyperlinks, interfaces, etc. Or edits to existing pages
- c) All provided services to be available (up and running) for at least 99.9% of the time
- d) The Company shall provide front-end and back-end development services to PSDF for ad-hoc development requests.
- e) The Company shall create new & mold existing artwork and content as per task need.
- f) The Company shall provide monthly website backups.
- g) Protection against bugs, malwares, cyber-attacks, phishing, trojans, cross-site scripting (XSS), download-driven attacks, MiTM (Man-in-the-Middle), bots, Distributed Denial of Service (DDoS) attack, other vulnerabilities, Credential Reuse, SQL Injection attacks, Macro viruses, Ransomwares, etc.
- h) A monthly performance report will be shared which will contain all the tasks/ jobs rendered.
- i) A detailed monthly google analytics report along with heatmap will be shared.
- j) Optimization of website using Google tools and other verified tools
- k) Optimization of Servers to improvise the performance
- l) The Company shall provide search engine optimization services.

Documentation and Deliverables to be provided by the Company:

- 1) Maintenance Manuals
- 2) The Company shall provide twelve (12) months maintenance service and SLA.

Specification of Servers

Below are the specifications for the website hosting environment

VPS Specifications	
CPU	4 Core
RAM	16 GB
Disk	500 GB NVMe
Bandwidth	4 TB Bandwidth
Dedicated IP	1
Root Access	Yes
Network	100 Mb/s Network
Control Panel	WHM/CPANEL Solo

Appendix B
Payment Terms

The Company shall be paid as consideration for the provisioning of services as per the table below.

SR #	Description of Deliverables	Unit Cost Inclusive of Taxes (PKR)	Taxes%
1	12 Months Maintenance Cost (including Web hosting services)		
Total Cost in (PKR) inclusive of all applicable taxes			

Payment Terms:

1. Business shall be awarded on Least Cost Basis.
2. Website support/maintenance cost shall be paid by PSDF on monthly basis, after assessing the penalties (if applicable) against the given SLA for maintenance within thirty (30) days from invoice submission date. The Company shall submit the invoice along with the SLA report for the quarter against which the invoice is raised.
3. Payment shall be subject to the satisfactory provisioning of the services.
4. All payment shall be made in PKR after the applicable taxes.

Penalty:

Severity Level	Initial Response Time	Resolution Time	Penalty
Severity High	30 minutes	Within 1 hour	2%
Severity Medium	1 hour	Within 6 hours	1%
Severity Low	2 hours	Within 16 hours	0.5%
Severity Level	Description		
Severity High	Services Disruption/outage that effect one or more than one business Units or Business Service (s). Software / Application Bug that leads to service outage.		
Severity Medium	Service Degradation that is affecting one or more than one business units or business service(s). Software Malfunction that lead to service degradation		
Severity Low	Any kind of issue that is affecting one or more than one user		

Total Penalty Severity Low = (Quarterly Maintenance Payment / 3) x 0.5% x number of hours exceeding resolution time

Total Penalty Severity Medium = (Quarterly Maintenance Payment / 3) x 1% x number of hours exceeding resolution time

Total Penalty Severity High = (Quarterly Maintenance Payment / 3) x 2% x number of hours exceeding resolution time

Penalty will be calculated on monthly basis. However, payment shall be made as per the payment structure mentioned in the bidding document.