



Evacuee Trust Property Board
(ETPB), Government of Pakistan

Evacuee Trust Property Board Government of Pakistan

Tender Document

DATA CENTER MAINTENANCE & SUPPORT SERVICE LEVEL AGREEMENT (SLA)

Submission Date for Sealed Bids: ----- on or before 02:00 PM

Address: Computer Cell, 9-Court Street Lahore



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Invitation to Bids

Evacuee Trust Property Board, Government of Pakistan invites sealed bids/proposals from established firms/companies for “**Data Center Maintenance & Support Service Level Agreement (SLA)**” under Single Stage Two Envelope Bidding Procedure (Rule 36 B of PPRA). All interested and eligible bidders are requested to go through the Tender document and provide relevant information along with supporting documents mentioned in this tender document.

Sr. No.	Description	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Bid Security
1	Technical Resource outsourcing for Data Center Maintenance & Support Services as per scope and List of installed equipment.	Three years (Extendable)	25th March, 2026 02:00 PM	25th March, 2026 02:30 PM	Rs.300,000



1) Instruction to Bidders

The selection of Bidder will be based on **Least Cost Selection Method** through **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted directly to above address under Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, technical envelope shall be opened, and the envelope marked as "Financial Proposal" shall be retained unopened with financial committee.
- c) ETPB shall evaluate Technical Proposals in a manner prescribed (Technical Envelope), 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 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 ETPB's evaluation criteria as provided in section 11 of the bidding document.
- h) Minimum qualifying marks are 70, a bidder who obtains a minimum of 70 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.
- j) The lowest financial evaluated bidder shall be awarded the contract (Financial evaluation + Technical evaluation marks shall be calculated and project shall be awarded to whom who carries highest marks)
- 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.

2) Conditions for Eligibility (Mandatory Requirement)

The bidders, fulfilling the following criteria, shall be considered eligible for the bidding process. Evidence to be provided with technical proposal.

1. Must be an Active Taxpayer as per "Active Taxpayer List" of FBR and provide General Sales Tax (GST)/PRA in the name of organization and provide a copy of registration. (Please attach proof to ascertain that firm is on active taxpayer list of FBR)
2. Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper, declaring that the company is not blacklisted).



3. Evidence of the bidding firm/company's registration/Incorporation is required. Company should be registered under Laws of Pakistan for the last 10 years. (Please attach copy of certificate of incorporation/company registration certificate.
4. Evidence that the bidding firm is registered with SECP.
5. Evidence that bidder is an ISO 9001, 20000-1 and 27001 certified organization.
6. The bidder must have OEM/Huawei certified professionals – HCIP in IT, IP-Datacom and Datacenter Facility.
7. The bidder must be a partner of the quoted OEM for at least 5 years.
8. The bidder must have deployed at least 1 tier 3 certified data center.

If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, "Eligibility Criteria Checklist" (Annex B) shall be disqualified and declared ineligible from the bidding process and its further technical evaluation shall not be carried out.

Scope of Work

1. Specification of Installed infrastructure of Data Center, Complete equipment list along with model, manufacturer, quantity and technical details are attached at **Annex-D**.
2. The payment will be made post quarterly, on the basis of quarterly reports as per satisfaction report of Computer Programmer.
3. Bidder shall ensure 24x7 On-Site Data Center (SLA) with including onsite Configuration, Installation etc. on the successful execution of SLA.
4. Bidder shall provide maintenance of Data Center biannually which includes health checks, cleaning, and warning reports to ETPB or on call basis if required.
5. The parts for the maintenance are not inclusive in the SLA contract and all the required parts for SLA and maintenance will be provided by the ETPB as per requirements and procedures.
6. Contractor will provide proposed staff details i.e. name, designations, Qualification, Shifts details etc. to ETPB.
7. Any damage, breakage of Equipment, due to mishandling during contract period, vendor will responsible to pay damages.
8. All parts replacement or issue rectification will be made within 24 hours of provision of equipment by the ETPB to resolve the issue.
9. List of IT Equipment's installed in data center is mentioned in **Annex – D**, however, ETPB can increase or decrease the quantity of required BOQ at the time of signing the contract.
10. The vendor will not be responsible for the Damages due to forced Majeure like natural calamities, flood, earthquake etc.
11. Payment will be on post quarterly basis for the initial contract of **Three Years** period that will be extendable on revised terms and conditions for next three Years as agreed by both parties.
12. There will be 15% annual increase in bid cost.
13. Either party may terminate the contract with **ONE** month advance notice.

Hardware Support

Vendor will provide hardware diagnosis for supported machines. Vendor staff will perform some basic hardware upgrades at no charge, subject to Hardware supplied by the ETPB.

Reporting

Uptime reporting of all system will be provided to ETPB on daily basis, through ETPB monitoring system.



Root cause for any outage will be provided to the ETPB along with weekly reports.

3) Condition for Contract /General Guidelines

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

- a) ETPB reserves the right to award or not to award this contract, bidders who fail to submit complete all the relevant documents shall be disqualified.
- b) ETPB 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) All documents and information received by ETPB from bidders will be treated strictly confidential.
- d) All expenses related to participation in this bidding process shall be borne by the bidder.
- e) ETPB reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal, if required.
- f) ETPB reserves the right to verify any information provided by the bidder and can visit business premises to verify the information.
- g) Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- h) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. ETPB shall ~~upon request~~ communicate the rejection cause upon request to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- i) Successful bidders shall work with close coordination of ETPB administration/technical team.
- j) Successful Bidder will ensure that effective systems are in place for preventing and responding to acts of sexual exploitation and abuse.
- k) Bidder shall provide the details of the staff to contact with ETPB on regular basis to provide the services without any failure.

~~Clarifications/queries may be requested by February 15th March 2026, before 45:00PM through email () or in person.~~

m) PPRA Federal rules will be applicable for this procurement

n) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the ETPB will not be responsible.

4) Form of Contract

- a. The successful bidder shall sign and execute the standard contract of ETPB including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall provide the agreed services within the stipulated time



- agreed in the contract.
- c. The duration of the contract shall be for ~~One~~Three year; however, it can be extendable on same terms with the mutual consent of both the parties and satisfaction report of Computer ~~Branch~~.Programmer.
 - d. If ETPB 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 ETPB shall be considered final & binding.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.
 - f. All the payments will be done on ~~post post~~ monthly quarterly basis, after verification of satisfactory services by the ~~admin team of ETPB~~Computer Programmer based on actual services rendered. Payments shall be made on invoice created by service provider ~~each month~~on quarterly basis.
 - g. All taxes will be deducted in accordance with the applicable laws.
 - h. The bid shall remain valid for the period of **120 days** from the date of bid opening.

5) Form of Bid

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

6) Delivery Timelines or Completion Date

Unless agreed otherwise, Data Center Maintenance & Support Service Level Agreement (SLA) shall be started from the date of execution of the contract ~~and or~~ issuance of Purchase-Work Order (PWO).

7) Performance Guarantee

- a) The successful bidder will submit a performance guarantee in the form of pay order or bank guarantee 5% of the contract value at the time of signing the contract which will be returned after successful completion of the contract.

8) Technical Evaluation Criteria

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

9) Financial Evaluation Criteria

The Financial Proposals of only eligible bidders with technically qualified will be opened in the presence of bidders or their representatives.

10) Submission of Bids (Technical and Financial Proposal): -

Complete bid containing the Technical (Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted by dated i.e., ~~February 22~~25th March 2026, at 04:00 PM. Technical proposals shall be opened on the same day ~~25th March 2026, at 02:30 PM~~ February 22, 2023, at 04:30 PM in the presence of bidder's representatives.

a. Bid Security

Bid Security amounting to Rs.300,000/- in the form of a pay-order /bank guarantee favoring



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Secretary Evacuee Trust Property Board must be submitted along with bidding documents. If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. ***The Bid Security should be valid for a period not less than 6 months and a copy must be attached in the financial envelope.*** 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 and General Sales Tax (GST)/PRA in the name of organization and provide a copy of registration.	(Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)	<input type="checkbox"/>	<input type="checkbox"/>
2	Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper, declaring that the company is not blacklisted.)	<input type="checkbox"/>	<input type="checkbox"/>
3	Evidence of the bidding firm/company's registration/Incorporation is required.	(Please attach copy of certificate of incorporation/company registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>



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 Services (For example – Jan 2010 to September 2020)	i.
		ii.
		iii.
		iv.



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(List of Installed Equipment's)

ANNEX – D

<u>SR</u>	<u>ITEM DESCRIPTION/DETAILS</u>	<u>MAKE</u>	<u>MODEL</u>	<u>QTY</u>	<u>WARRANTY STATUS</u>
<u>DATA CENTER NETWORK INFRASTRUCTURE</u>					
1	<u>Lenovo ThinkSystem</u>	<u>Lenovo</u>	<u>SR650</u>	<u>3</u>	<u>Yes</u>
2	<u>Storage OceanStor</u>	<u>Huawei</u>	<u>Dorado 5000 V6</u>	<u>1</u>	<u>Yes</u>
3	<u>Backup Storage</u>	<u>Huawei</u>	<u>OceanStor 2600 V5</u>	<u>1</u>	
4	<u>Switch HUAWEI</u>	<u>Huawei</u>	<u>Cloud Engine S6730-H48X6C</u>	<u>1</u>	
5	<u>Core Switch</u>	<u>Huawei</u>		<u>2</u>	
6	<u>Firewalls Huawei</u>	<u>Huawei</u>		<u>2</u>	
7	<u>Access Switches Huawei</u>	<u>Huawei</u>		<u>9</u>	
8	<u>Switch</u>	<u>Cisco</u>		<u>1</u>	
9	<u>POE Switches Huawei</u>	<u>Huawei</u>		<u>9</u>	
10	<u>WiFi with Controller and Aps Huawei</u>	<u>Huawei</u>		<u>1 ± 15</u>	
11	<u>Surveillance NVR with Cameras</u>	<u>Dahua</u>		<u>2 ± 42</u>	
12	<u>Mikrotik</u>	<u>Mikrotik</u>	<u>RB 750 GR 3</u>	<u>1</u>	
13	<u>Genset</u>	<u>Multiline</u>			
14	<u>Huawei Data Cenetr including Modular uninterruptible power system (UPS), capacity to support initially IT load of 30kVA/kW or higher at overall 2(N+1) Design configuration, 2 x InRow based precision air conditioner” on N+1 basis, Monitoring and Control system for Inrow Cooling System, Fire Detection HSSD & Suppression System complete, Access Control Hardware, Indoor IP Cameras System, Data Center Operations Center (DC-NOC/SOC), Type tested Switchboards for Low Voltage and Medium Voltage</u>				
	<u>Exclusion from Tender Cost</u>				
	<u>1. GENSET Filter & Cost</u>				
	<u>2. Diesel cost.</u>				
	<u>3. GENSET battery</u>				
	<u>4. NOVEC 1230</u>				
	<u>5. UPS batteries</u>				
	<u>6. Lifting shifting</u>				
	<u>7. Any paid software upgrade</u>				
	<u>8. Normal wear and tear of products.</u>				
	<u>9. Damages due to any civil and structural work.</u>				

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Technical Evaluation Criteria			
S. No.	Descriptions	Category Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance, no marks will be awarded)
1	Relevant Experience (20 Marks)		
	Providing/Provision of the Service Level Agreement for Datacenter or IT Support Solutions or SLA for more than 5 years. Should be authorized service Data Center provider of OEM.	20	Evidence Documents Required
	Providing/Provision of the Service Level Agreement for Datacenter or IT Support Solutions or SLA for more than 3 years. Should be authorized service Data Center provider of OEM.	10	
	Providing/Provision of the Service Level Agreement for Datacenter or IT Support Solutions or SLA for more than 2 years. Should be authorized service Data Center provider of OEM.	05	
2	Client Portfolio (20 Marks)		
	Worked with above 5 local/international/ Telecom/MNCs /government/semi-government autonomous bodies and must have deployed data centers on turnkey basis.	20	Evidence Documents Required
	Worked with more than 3 locals/international/Telecom/MNCs / government/semi-government/autonomous bodies and must have deployed data centers on turnkey basis..	10	
	Worked with 2 or more locals/international/Telecom/MNCs/ government/semi-government/autonomous bodies and must have deployed data centers on turnkey basis..	05	



4 Certified Engineers in Relevant Areas (20 Marks)		
Minimum 2 x Huawei Data Center Certified Engineers (Professional Level), 1 x PMP and 2 x CDCP resources.	20	Evidence Documents Required
Minimum 2 x Huawei Data Center Certified Engineers (Professional Level), 1 x PMP and 1 x CDCP resources.	10	
Minimum 2 x Huawei Data Center Certified Engineers (Professional Level), 1 x CDCP resources.	05	
5 Data Center Deployment (20 Marks)		
Have deployed 5-6 data centers nationwide	20	Evidence Documents Required
Have deployed 3-4 data centers nationwide	10	
Have deployed 1-2 data centers nationwide	05	
6 Financial Turnover (20 Marks)		
Minimum Average Annual Turnover of Rs. 1200 Million (Firm must submit audited reports of last three years). Highlight turnover in Audited Report	20	Evidence Documents Required
Minimum Average Annual Turnover of Rs. 1000 Million (Firm must submit audited reports of last three years). Highlight turnover in Audited Report	10	
Minimum Average Annual Turnover of Rs. 900 Million (Firm must submit audited reports of last three years). Highlight turnover in Audited Report	05	

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Minimum marks for technical qualification are 70. Please attach supporting documents for technical qualification and scoring.



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Annex -F Financial Proposal

SR #	Description	Annual Total Price Exclusive of Taxes (PKR)	Taxes (PKR)	Annual Total Price Inclusive of all Taxes (PKR)
1	Cost of Technical Resource outsourcing for Data Center Maintenance & Support Services as per scope and List of installed equipment.			

Note:

- Business shall be awarded based on Least Cost Selection Method.
- Payment shall be made ~~monthly in arrears~~ post-quarterly within 30 days after submission of Invoice.
- All the payments shall be made in PKR after deduction all the applicable taxes.



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Annex- G Declaration

Declaration

Kindly provide the declaration as per the format provided below at the end of the proposal.
I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorized by the Governing body/Board/Management to submit this proposal on behalf of " [_____] "

Name	
Designation	
Signature	
Date and Place	



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Annex- H Cover Letter

[Firm/company's letterhead]

[Date]

To

Computer Programmer

Evacuee Trust Property Board

9-Court Street, Lahore

[Address mentioned in Guidelines]

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

Dear Madam,

We offer to provide the Service for [Data Center Maintenance & Support Services Level Agreement (SLA)] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations if any. We undertake that we will provide Data Center Maintenance & Support Services Level Agreement (SLA) as per the client's request if our proposal is accepted in compliance with scope of work and BOQ mentioned in this bidding. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

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



14. RECITALS

The Recitals hereof shall form an integral part of this Agreement.

1. SCOPE OF WORK

1.1 Service Provider agrees to provide the services in accordance with the Scope of Work. However, any parts required for maintenance will be provided by EPTB.

1.2 Service Provider further agrees to provide all related services that may be required by ETPB at any time during the term of this Agreement.

1.3 Bidders must provide minimum 03 resources as per below mentioned criteria in office timings

Designation	Education	Experience	Required
System / Network Administrator	Minimum 14 Year of Education (IT,CS or relevant Degree) from reputed HEC recognized local or foreign institution,	Minimum 5 Years or above in relevant areas	1
Developer	Minimum 14-16 Year of Education (IT,CS or relevant Degree) from reputed HEC recognized local or foreign institution,	Minimum 2 Years or above in relevant areas	1
Support Eng.	Minimum DAE/B-Tech of Education from reputed institution	Minimum 1 Year or above in relevant areas	1

1.4 Certified engineers of relevant area and also provide the cv, s of proposed engineers

2. TERM & PAYMENT

2.1 This Agreement shall come into force on the date of execution of this Agreement and its duration shall be ~~six months~~ three years during which the prices shall be ~~fixed~~ increased annually @ 15%. The Agreement may be extended for next three years on same terms and conditions subject to the mutual consent of both parties.

2.2 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

2.3 In consideration of the satisfactory provision of Services and related services, ETPB shall pay an amount (inclusive of all applicable taxes) in accordance with of this



Agreement.

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

3. PERFORMANCE GUARANTEE

4.1. Service Provider shall submit a Performance Guarantee (or any other form of performance security acceptable to ETPB) equal to the amount of 5% of the total value of this Agreement at the time of signing of this Agreement. The Service Provider shall ensure that the Performance Guarantee is valid and enforceable till the duration of this Agreement.

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

4. OBLIGATIONS

4.1. Unless agreed otherwise, Data Center' maintenance & support (SLA) shall be started from the date of execution of the contract and issuance of Purchase Order (PO).

4.2. In providing the Services and related services to ETPB, Service Provider shall at all times, observe and comply with all the guidelines and policies of ETPB communicated to Service Provider from time to time.

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

4.4. Service Provider shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.

4.5. Service Provider shall 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. Service Provider warranties and representations

5.1.1. Service Provider warrants and represents that it has submitted Performance Guarantee of Five per cent (5%) of the total value of this Agreement as stipulated herein.

5.1.2. Service Provider represents and warrants that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

5.1.3. Service Provider is legally entitled, for carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest/tender document.



- 5.1.4. Service Provider warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and carrying out all related activities in relation to this Agreement.
- 5.1.5. Service Provider warrants and represents that it has the requisite experience of providing the Services.
- 5.1.6. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.7. Service Provider warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.8. Service Provider warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 5.1.9. Service Provider warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of ETPB and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the industry in engagements of similar scope, complexity and duration.
- 5.1.10. This Agreement and all documents to be executed by Service Provider and to be delivered to ETPB are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Service Provider.
- 5.1.11. Service Provider warrants and represents that no Conflict of Interest exists in carrying out its obligation stipulated in this Agreement.
- 5.1.12. Service Provider warrants and represents that it shall provide professional, objective and impartial advice and at all-time hold interests of client paramount, strictly avoid conflicts with other assignments or its own business interests and act without any consideration of future work.
- 5.1.13. ETPB's warranties and representations
- 5.1.14. This Agreement and all documents executed or to be executed by ETPB and to be delivered to Service Provider in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of ETPB 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 ETPB is a party or to which ETPB is



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subject.

6. INDEMNITIES AND LIABILITIES OF Service Provider

- 6.1. Service Provider shall be fully liable for the obligations arising out of or in connection with this Agreement.
- 6.2. Service Provider shall defend, indemnify and hold safe and harmless ETPB and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Service Provider, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by Service Provider or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of ETPB. 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 ETPB

- 7.1. Except for a breach of this Agreement, in no event shall ETPB be liable to Service Provider for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Service Provider received advance notice of the possibility of such damages.
- 7.2. Service Provider shall have no claim against ETPB for any liability whatsoever unless expressly provided in this Agreement. In this regard, ETPB'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 ETPB shall not exceed value of the contract for any and all claims and losses.

8. EVENTS OF DEFAULT

- 8.1. The following events shall each constitute an "Event of Default" by Service Provider and ETPB upon such Event of Default shall be entitled to terminate this Agreement immediately:



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- 8.1.1. If Service Provider fails to extend the Services or fails to provide the Deliverables as agreed within the stipulated Timeframe.
- 8.1.2. If Service Provider violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after ETPB gives Service Provider written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if Service Provider does not commence to cure such violation, breach or failure within such thirty (30) day period.



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8.1.3. If the Services provided does not conform to any requirements of ETPB and subject to the same being informed to Service Provider in writing the same is not diagnosed within 3 days of such intimation and/or notification.

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

9. ENTIRE AGREEMENT

This Agreement, together with all Appendices 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

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

11. ASSIGNMENT AND SUB-CONTRACTING

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

11.2 Service Provider shall not sub-contract the provisioning of the Services or any related services without a written permission of ETPB.

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:

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



- 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.
- Was known to the recipient at the time of disclosure or is thereafter created independently;
- Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- Must be disclosed under applicable law, legal process or professional regulations.

13. BLACKLISTING

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

14. FORCE MAJEURE

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

- in writing;

in the English language; and

delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.



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15.2 A notice Addresses:

ETPB	Service Provider
Attention:	Attention:

16. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

17. VARIATIONS

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

18. AMENDMENTS

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

19. ARBITRATION AND GOVERNING LAW

19.1 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.

19.2 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 ETPB shall be binding and final.

19.3 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.



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20 HARASSMENT

Service Provider is expected to treat all persons with whom it interacts with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, coercion, threats, violence, intimidation, or harassment of any kind under the applicable laws.

21 DISCRIMINATION

Service Provider shall not engage in discrimination based on race, colour, nationality, religion, any type of disability or physical characteristics, marital status, gender identity, social class and age.