

Request for Proposal

FOR

PURCHASE OF EQUIPMENT FOR DATA STORAGE

January 2023

PCB-02-2023

1. **REQUEST FOR PROPOSALS FOR PURCHASE OF EQUIPMENT FOR DATA STORAGE**

- 1.1 The Pakistan Cricket Board (“PCB”), a body corporate established by the Federal Government under SRO No. 1045(I)/2019 dated 19th August 2019, is pleased to issue this Request for Proposals (“RFP”) to invite interested parties to bid for the award of contract for the Purchase of Equipment for Data Storage to be used by PCB, as more particularly described under Annexure 1 (hereinafter referred to as the “Equipment”).
- 1.2 This RFP contains information and requirements for the Bidders to prepare and submit proposals for supplying the Equipment and, in doing so, sets out the Bid Format, Procedure and Requirements (Paragraph 2) and Legal Provision in relation thereof (Paragraph 3).
- 1.3 The specifications of the Equipment required by PCB are listed out in Annexure 1 hereto. PCB reserves the right in its sole discretion to amend the list from time to time, provided a reasonable advance notice has been given to the interested parties. The successful Bidder will be required to provide the Equipment specified in the Equipment Purchase Agreement and cannot selectively choose specifications to be adhered to.

2. **BID FORMAT, PROCEDURE AND REQUIREMENTS**

2.1 **Submission of Bids**

Bidders are invited to submit Technical and Financial Proposals (Bids) to provide the Equipment as described hereunder and in the draft Equipment Purchase Agreement set out as Annexure 4 hereto. Each Bid must be in the form required by this RFP and must be **unconditional**. The successful Bidder unconditionally undertakes to execute the Equipment Purchase Agreement with PCB in the form attached with this RFP as Annexure 4 within such time as the PCB may stipulate.

2.2 **Required Content of Bid Documentation**

All Bidders will be required to submit to the PCB two separate sealed envelopes containing a Technical Proposal and a Financial Proposal. Single stage two envelop (the Technical and Financial Proposals.) must be submitted to PCB latest by 11 am on 9th February, 2023 (**the “Submission Deadline”**) at the address specified below.

(a) **Technical Proposal**

All Bidders will be required to submit a Technical Proposal to the PCB. Each Technical Proposal must comprise details of the Bidder and its Bid as required by Annexure 2 (responding in full to all the requests and in the same sequence as set out in Annexure 2).

In addition to the hard copy of the Technical Proposal, the Bidder shall also be required to submit a USB which contains scanned copies of all documents being submitted as part of the Technical Proposal in a single file in PDF format only.

The successful Bidder must be in a position to deliver the Equipment within 6-8 weeks of signing of the Equipment Purchase Agreement.

Each bidder has to submit Rs 3,000 in the form of original pay order along with technical proposal as a tender document fee.

(b) **Financial Proposal**

The Financial Proposal should clearly state a single figure in **Pakistan Rupees (PKR)** as the total price at which the Bidder will be supplying / selling the Equipment required by PCB which are the subject matter of this RFP (hereinafter referred to as the (“**Total Purchase Price**”) in the format set out in Annexure 3 attached hereto.

The Bidder is required to provide a **per unit breakdown** of the cost as part of Financial Proposal.

(c) **Bid Security**

Each Bidder shall pay an amount equal to Rs. 500,000/- as **Bid Security** in favour of ‘Pakistan Cricket Board’. The Bid Security should be submitted along with the Technical Proposal in the form of CDR / Demand Draft / Pay Order from any schedule bank of Pakistan.

- i) If PCB does not award the Equipment Purchase Agreement to the Bidder, then provided PCB is not prevented from doing so by law or by an order of any court of competent jurisdiction and provided further that the Bidder has not violated the terms of this RFP, PCB will refund (without interest) the Bid Security not later than forty-five (45) days after the last date for acceptance of a Bid under this RFP.
- ii) If the successful Bidder does not execute the Equipment Purchase Agreement in such form as stipulated by the PCB, the Bid Security shall be retained by PCB and applied towards the losses or expenses suffered or incurred by PCB arising from such failure, without prejudice to the PCB’s rights to take further action in this regard.
- iii) Each bidder shall furnish, as part of bid, a Bid Security stipulated in the Bidding Data.
- iv) Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- v) The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- vi) The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid;
- (b) if the bidder does not accept the correction of his Bid Price; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

Bid security shall be enclosed with the technical proposal, however, if by any means made part of financial proposal, the bid shall consider as non-responsive.

Bid Procedure and Process

(d) **Preparation of the Bid**

- (i) The prospective Bidders who have been issued this RFP may make a request to PCB for further information or clarification in relation to the said RFP. All queries

and requests in relation to this bid document must be made in writing under confidential cover and submitted directly to PCB at the following address, by fax or email:

Relevant Contact: Procurement Department
Pakistan Cricket Board
Gaddafi Stadium,
Ferozpur Road, Lahore.
Tel: +92 42 35717231 to 34
Fax: +92 42 35711860
Email: procurement@pcb.com.pk

Subject: Purchase of Equipment for Data Storage for PCB

All Bidders should immediately upon acquiring the RFP provide to PCB the name of a contact person, a fax number and e-mail address through which they may be contacted.

(e) **Delivery of Bid**

Technical Proposal and Financial Proposal must be received in two separate sealed envelopes, each envelope signed across the seal, with the words "Technical Proposal" or "Financial Proposal" clearly marked on the relevant envelope. All envelopes should be addressed as follows:

"BID FOR PURCHASE OF EQUIPMENT FOR DATA STORAGE FOR PCB"

Attention: Procurement Department
Pakistan Cricket Board
Address: Pakistan Cricket Board
Gaddafi Stadium, Ferozpur Road,
Lahore, Pakistan.

Delivery of all Bids shall be at the Bidder's sole risk and it is the Bidder's responsibility to ensure that its Bid is delivered as contemplated by this RFP by the Submission Deadline.

In exceptional circumstances and in its sole discretion, PCB may consider a request for an extension of any deadline including the Submission Deadline. If PCB, in its unfettered discretion, grants an extension of any deadline such extension will be available to and shall apply to all Bidders.

PCB may also, in its unfettered discretion, extend the Submission Deadline in order to afford Bidders reasonable time to take into account, while preparing their Bids, any addendum issued by PCB which modifies the RFP or its terms.

If for any reason the deadline is extended, all rights and obligations of PCB and of the Bidders subject to the previous deadline shall instead become subject to the extended deadline.

(f) **Opening and Evaluation of Bids**

(1) **Technical Evaluation**

Technical Proposals will be opened at **11:30 hrs Pakistan Standard Time** on **9th February, 2023** at the offices of the PCB (Procurement Office) at Gaddafi Stadium, Lahore.

The Technical Proposal shall be passed by the Bid Committee constituted by PCB for this purpose, if conditions for qualification criteria are met.

Technical Proposals shall be evaluated in accordance with the qualification criteria specified in Annexure 2. Bidder failing to comply with any of the criteria specified in Annexure 2 will be disqualified.

(2) **Financial Bidding**

Financial Proposals of technically qualified bidders who have been passed by the Bid Committee constituted by PCB for this purpose will be intimated later on.

Following the opening of the Financial Proposals, Bidder with the lowest Financial Proposal will be awarded the contract for Purchase of the Equipment as provided in this RFP. Award letter will be issued to successful bidder.

(g) **Binding Nature of Bid**

Once submitted, a Bid is irrevocable, unconditional and binding on the Bidder(s) and shall constitute a contractual offer which may be accepted by PCB in its sole and unfettered discretion. No Bid may be withdrawn or amended except as stated herein or at the request of PCB and subject to any conditions which PCB may stipulate.

(h) **Further Information**

Following receipt of Bids and their analysis by PCB, Bidders may be required to provide clarification and/or further information to PCB in respect of their Bids. Bidders will cooperate fully with PCB in this respect, and will provide such information and clarification as and when and in the form requested by PCB.

(i) Financial Bids will be checked by the PCB for any arithmetic errors. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the PCB, there is an obviously gross misplacement in the unit rate, in which case, the line item total as quoted will govern and the unit rate will be corrected.

(j) Accordingly, the amount stated in the Form of Bid (Annexure 3) will be adjusted by the PCB in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, their Bid will be rejected, and the Bid Security shall be forfeited.

2.3 **Costs**

Each Bidder shall be solely responsible for all costs, expenses, losses, and liabilities incurred by it or by any third party who assists the Bidder (i) in the preparation and delivery of its Bid, (ii) in making, or reviewing responses to requests for further information or (iii) at any subsequent stage of the bidding process. PCB will not in any circumstances (including, without limitation, any departure by PCB from the provisions of this RFP and irrespective of what Bid or Bids may be made or accepted) be liable or responsible for any such costs, expenses, losses or liabilities.

2.4 Period for acceptances of Bids

- (a) A Bid, once made, shall remain open for acceptance by PCB within ninety (90) days from the Submission Deadline (or such later date as PCB may specify through an addendum to this RFP).
- (b) No Bid, once made, may in any circumstances be withdrawn by the Bidder while it remains open for acceptance.

2.5 Schedule of Payment

Payment against delivery of Equipment and the delivery schedule will be as follows:

Schedule Payment

- | | | |
|------|---|-----|
| i. | On accepting the order and submission of performance security | 30% |
| ii. | On Delivery | 40% |
| iii. | Within 30 days from the date of delivery | 30% |
- after satisfactory report of user department

All applicable taxes including sales tax shall be deducted from the Total Purchase Price. The successful Bidder shall provide bill / invoice for the said Equipment.

Provided that the successful Bidder shall ensure the quality and standard of the Equipment being delivered and in case of a defective item, the same shall be replaced within the equipment Warranty Period i.e. at least One Year, free of cost.

3. LEGAL PROVISIONS IN RELATION TO THE BID PROCESS

By participating in the bidding process described in this RFP and/or responding to this RFP, each Bidder expressly accepts the terms and conditions set out in this RFP or any modification thereof. In the event of any conflict between the provisions of this RFP and the Equipment Purchase Agreement, the provisions of the Equipment Purchase Agreement shall take precedence.

3.1 No Grant of Rights

This RFP by itself does not, and is not intended to, constitute a contract or an offer capable of acceptance for the grant of any contract for Purchase of Equipment for Data Storage to PCB as provided in this RFP. Nothing in this RFP or in any materials provided by PCB either with this RFP or during the bidding process shall be construed as a grant by PCB of, or an agreement or undertaking to grant, any licence, assignment or other right in or to any contract for the purchase of the Equipment and/or any associated Intellectual Property Rights which are the property of PCB or licensed to PCB by third parties.

3.2 Unfettered Right to Alter the RFP or the Bid Process

PCB reserves the right in its absolute and unfettered discretion at any time without advance notice and without giving any reason to:

- (a) withdraw the RFP and annul or terminate the process or modify this RFP in whole or in part (including any of the rights the subject of this RFP and/or the terms and conditions of this RFP); and/or

- (b) launch an additional, different or modified tender process or re-commence the process; and/or
- (c) call for further information concerning any Bid.

PCB will have no liability to any Bidder in respect of any such action and, in particular, PCB will have no liability for any costs or expenses incurred by any Bidder.

Notwithstanding the foregoing provisions of this Paragraph 3.2, once executed by the PCB and the successful Bidder, the Equipment Purchase Agreement may not be amended save through a written instrument signed on behalf of both parties.

3.3 **Modifying the RFP**

- (a) If PCB modifies the RFP and/or its terms, it intends to issue a written addendum to all Bidders and such addendum will be binding upon them. Bidders shall promptly acknowledge receipt of any such addendum.
 - (i) Any Bid submitted to PCB prior to the issue of an addendum which modifies the RFP and/or its terms (other than only by extension of the Submission Deadline) may be amended at any time before the Submission Deadline to take into account such modification by the submission of a supplementary Bid to PCB following so far as appropriate the procedure in Paragraph 2.2(e). Bids submitted to PCB prior to the issue of an addendum shall otherwise remain irrevocable, notwithstanding the issue of the addendum.
- (b) In addition to the above, the PCB may at any stage waive any condition or requirement or vary any other term stipulated in this RFP provided that any waiver or amendment is applied equally to all Bidders and does not discriminate between or operate to unfairly disadvantage any Bidder.
- (c) Notwithstanding the preceding provisions of this Paragraph 3.3, the PCB may not vary or amend the Equipment Purchase Agreement once it has been duly executed by the PCB and the successful Bidder without the prior written consent of such successful Bidder.

3.4 **No Obligations**

Save for its obligations of confidentiality set out in Paragraph 3.7, PCB does not accept or assume any duty or obligation to any person under or in connection with this RFP unless it enters into an Equipment Purchase Agreement with a successful Bidder in which case it will owe obligations to the successful Bidder in accordance with the terms and conditions of the Equipment Purchase Agreement.

3.5 **Influence and Inducements**

Any attempt by any Bidder or prospective Bidder (or any person on its behalf), or for the apparent benefit of the Bidder or prospective Bidder, to influence PCB or any PCB officer or employee or anybody connected with PCB in the process of the examination, clarification, evaluation and comparison of Bids, or in any decision concerning the Bids, may result in the rejection of the Bid of that Bidder. Bidders should note that the offer of an advantage or other inducement by a person with a view to influencing the acceptance or rejection of any Bid may be a criminal offence.

3.6 **No Representations or Warranties**

Neither PCB nor any of its officers, agents or employees makes or gives any representation, warranty or promise as to the reliability, accuracy, adequacy or completeness of the information contained in this RFP or within any subsequent clarifications made or further or supporting materials provided, or any other information made available at any time to any Bidder, or that the use of such information will not infringe the rights of any third party, and neither PCB nor any other such person accepts or shall have any liability for any, loss, damage or expense in connection therewith (whether suffered or incurred from reliance on such information or otherwise). This Paragraph 3.6 shall not apply to a Bidder with whom PCB has executed an Equipment Purchase Agreement and such Bidder will be entitled to the benefit of any representations, warranties or promises made by the PCB in such Equipment Purchase Agreement.

3.7 Confidentiality

- (a) PCB agrees that, except as otherwise provided in this RFP, any Confidential Information included in the Bids received (including all financial information) will be kept confidential and will not be disclosed to any third party other than to PCB's professional advisers, officers, employees or agents.
- (b) Each Bidder agrees that it will keep the terms of this RFP and any Bid and the details of the Equipment listed in Annexure 1 of this RFP and other related information confidential and will not disclose the same to any person other than to its professional advisers, officers or employees as required for the purposes of its Bid.
- (c) No prospective Bidder is entitled to make any announcement relating directly or indirectly to this RFP, and in particular (but without limitation) to the process, the Equipment mentioned in Annexure 1 of this RFP, its Bid or its intention to Bid or to any other Bidder, any other Bid or the intention of any other person to Bid. PCB shall have the sole right to make any announcement in relation to this RFP, and the selection of the successful Bidder.
- (d) PCB will be authorised to disclose the amount bid by any Bidder and may also in its discretion disclose reasons why a particular Bid was not considered or technically qualified or otherwise disclose information which it determines is required for purposes of displaying transparency or compliance with law.

3.8 Intellectual Property

- (a) All rights, title and interest (including, without limitation, Intellectual Property Rights) in and to this RFP and any materials provided by PCB to any Bidder or prospective Bidder are and shall remain the exclusive property of PCB.
- (b) Once received by PCB, each Bid shall become the physical property of PCB. The Bidder waives and shall not make any claim against PCB in respect of any use made by PCB of any intellectual property or other similar rights relating to the ideas, concepts or any other materials contained in its Bid.

3.9 Period for acceptances of Bids

- (a) A Bid, once made, shall remain open for acceptance by PCB for 90 (ninety) days from the Submission Deadline (or such later date as PCB may specify in any addendum to this RFP).
- (b) In exceptional circumstances PCB may make a request to the Bidder in writing for a specified extension of the last date for the acceptance by PCB of a Bid. If the Bidder, in its unfettered discretion, desires to agree to such request, it will do so in writing and will not be required or permitted to modify the Bid, but will extend the period of the Bid Security correspondingly.

- (c) No Bid, once made, may in any circumstances be withdrawn by the Bidder while it remains open for acceptance.

3.10 Governing Law

- (a) This RFP and any related documentation or correspondence (including, without limitation any Bid) and any Equipment Purchase Agreement shall be governed by, and construed in accordance with, the laws of Pakistan.
- (b) Any and all disputes arising out of or in relation to this RFP, the bidding process described in this RFP, any related documentation or correspondence and any Services Agreements including any question regarding the existence, validity or termination of the same, shall be referred to and finally resolved by the dispute resolution mechanism set out under Clause 37 of the PCB Constitution. The number of adjudicators shall be one. The seat or legal place of the proceedings shall be in Lahore, Pakistan. The language to be used in the proceedings shall be English. The governing law shall be Pakistan law.

3.11 Performance Security

The successful bidder shall furnish to the Employer a 10% Performance Security in the form of Bank Guarantee issued by scheduled commercial bank and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 30 days after the receipt of Letter of Acceptance.

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Purchaser]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Supplier/Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be

received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: *[To be filled in at the time of signing of Contract]*
Contract Title: _____

..... [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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights 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 times 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.

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

[Seal]

[Seal]

ANNEXURE 1**PCB requires a storage equipment with below mentioned minimum specification**

S.No.	Parameter	Tender Specifications
1	Processor	Intel Xeon D-1527, 2.20GHz,6M Quad-core processor
1	Form Factor/Mounting	2U/4U, Rack Mounted
2	No. of Controllers per appliance	Minimum 2 nos.
3	Network Connectivity Per Controller	Minimum2* 10G Port2*USB3.0
4	Capacity Expansion	Should support minimum 10 or higher JBOD's/Expansion Units or with HDDs so that storage may be scalable 5 times the initial capacity or 5000 TB.
5	Storage Expansion Port per Controller	2 x 12Gb SAS Mini-SAS (SFF-8644)
6	Supported Network Protocols	iSCSI, FCP, CIFS, AFP, NFS, FTP, WebDAV, Bonjour
7	Drive Support and Type	SAS/NL-SAS HDD, 7200 RPM or higher Supports mix of SAS and SATA drives in the same enclosure
8	Cache/Memory	32 GB per Controller and upgradable to 128 GB per controller
9	Storage Capacity along with expansion using JBODs	800 TB usable capacity after RAID6+ Hotspare. Each physical unit has separate dedicated spare disk
10	Management Port per Controller	1 x RJ-45 1GbE Ethernet, 1 x Serial Port, 1x console Port
11	File System	ZFS /EXT2/EXT3/EXT4/FAT/NTFS/HFS
12	System Optimization Settings	Service binding/SSD Trim
12	Supported OS	Windows Server 2008 or higher, Mac OS X 10.x, Linux (RHEL 6.5 or higher and SLES 11 or higher),AIX,ESXi latest version
13	Power Supply	Should support Redundant Power Supply
14	RAID configuration	0, 1 , 5, 6, 10, 50, 60,Z3
15	Hot Spare Disk	It shall supports dedicated/local/Global hot spare disk .

16	General Features	Should support data migration to healthy drive if find un-healthy disk member in array before the disk drive fails.
		Should support remapping of bad sector of disk and SMART error handling
		Should support Asynchronous & scheduled Backup and Cloning of Share & Volume for data backup and recovery
		Storage OS on ZFS File System/Embedded Linux platform for more security
		Should support for Cloud Backup
		The storage system should support Battery Flash Backup design with minimum 256GB Flash.
17	Working Temperature & Humidity	Temperature: 5° to 35°C, Humidity: 20% to 80% (Non-Condensing)
18	Warranty/Replacement	Five years warranty/replacement from OEM for appliance including HDDs
19	Certifications / Regulatory compliance	CE,FCC, VCCI certificate.
20	Additional Features	Capable to be Web Server, VPN server, Hybrid SSD cache with single SSD support, Built in Anti-Virus, Inline-Deduplication, Auto Load Optimizer (Pool and Network Path)
21	Encryption	Self-encryption Drive (SED) pool level protection
22	Virtualization	Windows: Hyper-V, storage space VMware: VMware 7.0 ready, VAAI, SRM, VASA/ VVol Citrix: Citrix 7.0 ready
23	Backup software	Shall Support backup from Windows client PC to NAS.
24	Alert	Shall support SNMP based email Alet, RESTful API
25	High availability	-Support ALUA -Management port fault migration - Fault-tolerant and redundant module components for NAS controllers, PSU, FAN modules, and dualport disk interfaces - Dual port hard disk tray connector - Multipath I/O and load balancing support (MPIO, MC/S, Trunking and LACP) -Firmware update without system downtime -Memory cache protection

ANNEXURE 2**DETAILS OF BIDDER**

The following information shall be provided by each Bidder in the general order and format set out below. All questions must be answered clearly and comprehensively. All terms used in this Questionnaire shall be as defined in the RFP. <i>Corporate Information</i>		
1	Full Corporate/Company Name/ Name of Bidder.
2	Address, telephone number and fax number of registered office and principal place of business, if different, and for all offices.	Address: Tel: Fax: Email: Website:
3	In case of a Body Corporate/ Company: where the Applicant is resident, domiciled and incorporated and when it was incorporated, and its Company registration number and legal status. Duly notarized copies of the constitutional documents, current certificate of incorporation and previous such certificates where the Bidder's name has changed are to be attached.	Place of residence/domicile: Country of incorporation (if different): Reg. No: Legal Status:
<i>Mandatory Requirement (M)</i>		
4	Audited/Certified Financial Statements* for the last three (03) fiscal years, and other documents that allow PCB to assess the financial viability of the bidding entity. <i>The latest accounts must be for a period ending, or as at a date not more than 18 (eighteen) months prior to the date of submission of the Bid.</i> [In case the latest audited accounts are for a period ending more than 12 (twelve) months prior to the date of submission of the Bid, latest (signed by CEO and CFO) unaudited accounts shall be provided along with the audited accounts.] Total revenue of each year must be at least 20 million rupees	M

	<i>*The bidding entity may be requested to provide additional information as PCB, in its discretion, deems necessary.</i>	
5	Income Tax Registration Certificate and Sales Tax Registration Certificate. Must be Active Tax Payer	M
6	Undertaking on Rs 100 Stamp Paper that firm is not blacklisted and involved in litigation with Government at any forum under the laws of Pakistan	M
7	Bid Security	M
8	Original pay order Rs. 3,000/- for tender documentation fee	M
9	Certificate of Company / firm registration / sole proprietor incorporation under the laws of Pakistan	M
10	Authorised distributor / authorised reseller / authorised partner (Please attach certificate)	M
11	Proof of clients using the same brand supplied by the respective bidder (Purchase order or satisfactory certificate must be attached)	M

We hereby undertake that all information/documents provided by us are correct and genuine. In case of any misstatement/misinformation the same will result in our disqualification. Further, PCB is authorized to contact any of our existing/former clients to seek information about us.

Name and Designation

Authorized Signature and Stamp

ANNEXURE 3

FORMAT OF THE FINANCIAL PROPOSAL

[Date _____]

Pakistan Cricket Board
Gaddafi Stadium
Lahore

Dear Sirs

This is with reference to the Invitation to Bid dated 9th February **2023** which has been floated by the PCB for Purchase of Equipment for Data Storage.

Our Financial Proposal is as follows: -

Amount in Words (PKR) _____

Amount in Numbers (PKR) _____

We confirm that the amount referred to above is inclusive of all applicable customs, duties and taxes and includes the cost of installation of the Equipment as well.

This Financial Proposal is made subject to the terms of the RFP and we confirm that we are bound by those terms for a period of ninety (90) days from the scheduled date of opening of Technical Proposals.

Yours faithfully

Authorised Signatory of Bidder
along with company seal/stamp

ANNEXURE 4

DRAFT FORM OF THE EQUIPMENT PURCHASE AGREEMENT

EQUIPMENT PURCHASE AGREEMENT

This Agreement is entered into at Lahore on this ___ day of _____ 2023

Between

Pakistan Cricket Board (PCB), established under the Sports (Development and Control) Ordinance 1962, with its head office located at Gaddafi Stadium, Lahore, Pakistan (hereinafter referred to as the “**PCB**” which expression shall, where the context so admits, mean and include its successors in interest and permitted assigns) of one part;

and

_____ a company/firm duly incorporated under the laws of Pakistan, having its registered office at _____ (hereinafter referred to as the “**Vendor**” which expression shall, where the context so admits, mean and include its successors-in-interest and permitted assigns) of other part.

(PCB and the Vendor are collectively referred to as the “Parties” and individually as a “Party”.)

WHEREAS, the PCB is a body corporate notified vide SRO No. 1045(I)/2019 dated 19th August 2019 as an autonomous governing body for the regulation, administration, management and promotion of the game of cricket in Pakistan;

WHEREAS, the Vendor is firm having special expertise in the manufacturing/supply of Equipment for Data Storage;

AND WHEREAS, the PCB invited proposals from interested parties to bid for the award of contract for the purchase of Equipment for Data Storage to be used by PCB, as more particularly described under Schedule I (hereinafter referred to as the “Equipment”) and the Vendor submitted a bid for the award of the contract for the purchase of the Equipment, which was declared successful and accepted by PCB.

NOW THEREFORE, in light of the foregoing and of the mutual promises set forth hereinafter as well as for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant, contract and agree as follows:

1. Definitions and Interpretation

1.1 Unless stated otherwise, capitalized terms shall have the following meanings:

- a. **“Agreement”** shall mean the instant Agreement for the Purchase of Equipment for Data Storage, along with its Schedules;
- b. **“Applicable Law”** means (a) all applicable laws, regulations, rules, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees imposed by law or any competent authority, including, without limitation, any laws and regulations relating to the manufacturing and distribution of Equipment for Data Storage; and (b) any term in any license granted by any such competent authority to which either Party is from time to time subject;
- c. **“Business Day”** means a day (other than a Saturday or Sunday or public holiday) when banks are open for the transaction of normal banking business in Pakistan;
- d. **“Confidential Information”** means all information received or obtained by the Vendor or PCB (“disclosing party”) as a result of or in connection with its entering into or performing this Agreement (including in the course of discussions leading up to the entering into of this Agreement) and/or which relates to (a) the negotiations concerning this Agreement, including for the avoidance of doubt, the nature and type of the Equipment and any information, documents and materials in whatever medium and whether written or oral relating thereto; (b) the provisions of this Agreement; (c) the subject matter of this Agreement or any ancillary matter; or (d) any other party's business, customers or financial or other affairs, other than (i) any information obtained from a third party who was not itself under any obligation of confidence in relation to that information; (ii) any information which is in the public domain otherwise than as a result of a breach of the confidentiality obligations in this Agreement; or (iii) any information which was developed or created independently by or on behalf of the receiving party; or (iv) any information which needs to be provided on account of a court order or a Government directive;
- e. **“Consideration”** shall mean the total purchase price of the Equipment and have the meaning ascribed to the term under Article 4 of this Agreement;
- f. **“Effective Date”** shall mean the date on which this Agreement comes into force and effect pursuant to Article 2;
- g. **“Equipment”** shall mean the Equipment for Data Storage System, the specifications of which are more particularly listed under Schedule I;
- h. **“Force Majeure”** any event affecting the performance of a Party of its obligations under this Agreement which is beyond the reasonable control of the relevant Party including any strike or labour disturbance (except of its own employees or contractors), lockout, act of vandalism, fire, failure or shortage of power supplies, satellite or other communications links or technical failure, adverse weather or abnormally inclement climate conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing and specifically excluding any lack of funds or insolvency event affecting the Party so affected;
- i. **“Pakistan”** shall mean the Islamic Republic of Pakistan;
- j. **“PCB”** shall mean the Pakistan Cricket Board;
- k. **“Schedule(s)”** shall mean the schedule(s) annexed with this Agreement

- l. **“Services”** shall mean and include delivery, installation, training and maintenance of the Machines/Equipment to be undertaken by the Vendor, as more particularly detailed under Schedule 1;
- m. **“Term”** means the period starting from the Effective Date until _____ (so as to allow relevant matters to be reconciled under this Agreement), subject to earlier termination; and
- n. **“Warranty Period”** shall mean the period offered by company that warrants free repair and adjustment services in case of a malfunction occurred under normal use that has followed instruction manuals.

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter and vice versa.

References to Articles, paragraphs and Schedules are, unless otherwise stated, references to clauses and paragraphs of and schedules to this Agreement. The expression "this Article" shall, unless followed by the number of a specific part of the Article, refer to the whole Article in which it occurs.

All Schedules to this Agreement are incorporated into and form an integral part of this Agreement.

The headings are for ease of reference only and shall not affect the interpretation of this Agreement.

References to any of the Parties include their respective successors in title and permitted assignees.

References to legislation include statutes, by-laws, regulations, rules, subordinate or delegated legislation and orders. Any reference to legislation is to that legislation at the date of this Agreement. However, where the reference relates to an obligation arising or to be performed after the date of this Agreement, it refers to any replacement, restatement or variation of that legislation at that time.

References to a person (or to a word importing a person) shall be construed so as to include that person's successors in title and assigns or transferees; and references to a person shall also be construed as including an individual, firm, partnership, trust, joint venture, company corporate, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality); and references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other representatives.

The "**Ejusdem Generis**" rule does not apply to the interpretation of this Agreement. The words "include", "including" and "in particular" or any similar expression indicate examples only and do not limit the general nature of any preceding words. A phrase starting

with the words "or other" or "otherwise" is not limited by any preceding words where a wider interpretation is possible.

References to this Agreement or any other document shall be construed as references to this Agreement or that other document, as amended, varied, novated, supplemented or replaced from time to time.

Where this Agreement defines a word or expression, related words and expressions have a consistent meaning.

A "**day**" means the twenty-four (24) hours from midnight to midnight. Reference to a date is to the corresponding day. References to time are to the time in Pakistan.

No provision of this Agreement will be construed adversely against a Party because that Party was responsible for the preparation of this Agreement or that provision.

2. Commencement and duration

The Agreement shall unless specified otherwise, come into force and effect on the date on which it is signed on behalf of the PCB and the Vendor (the "Effective Date") and unless terminated earlier in accordance with the terms of Article 9 shall continue till the expiry of the Term.

3. Scope of Services

- a. The Vendor hereby sells, conveys and transfers to the PCB all rights, title and interest in and unto the Equipment described in the attached Schedule I.
- b. Upon acceptance by PCB of the Equipment, which shall be identified by the PCB providing a satisfaction certificate via email or on PCB's letterhead and that the Vendor has provided an express one-year warranty with respect to such item of Equipment.
- c. The Vendor shall throughout the Term:
 - i. comply with the Applicable Laws of Pakistan and any rules, regulations and guidelines prescribed by PCB;
 - ii. act in good faith in relation to PCB;
 - iii. not to make, authorize or permit any of its officers or employees to make any defamatory statement(s) regarding PCB, ICC, cricket tournaments or teams or individual cricketers or coach, support staff or team official or match officials and not do, anything which brings the game of cricket, PCB, ICC, cricket teams and tournaments or individual cricketers or coach, support staff or team official or match officials participating in the cricket tournaments into disrepute;
 - iv. not incur any liability on behalf of PCB nor in any way pledge or purport to pledge the credit of PCB or represent itself to any person as agent for, or of, PCB;
 - v. for the purposes of this Agreement, not act in a manner which may in the reasonable opinion of the PCB be considered to be prejudicial to the image of PCB or the game of cricket; and
 - vi. Provide to the PCB such Services (detailed under Schedule 1) as required for the installation and maintenance of the Equipment.

4. Consideration

- a. The PCB hereby agrees to pay to the Vendor a total sum of Rs. _____/- (Pakistan Rupees _____ Only), subject to the deduction of all applicable taxes, (the "Total Consideration") in accordance with the following payment schedule:
 - i. 30% advance amount after accepting and submission of performance security. 40% upon delivery of the equipment and remaining 30% will be made after completion of the project.

This Total Consideration shall be inclusive of all applicable taxes including but not limited to sales tax and all underlying costs and expenses (loading/ unloading/ transport/ any labor charges etc) in relation to the Equipment and PCB shall have no liability in this regard.
- b. Any and all payments to be made under this Agreement by PCB to the Vendor shall be made through banking channel i.e. cross cheques etc.
- c. To the extent that the Vendor does not comply with the Applicable Law as regards any tax, duty or other fiscal imposition, the Vendor will indemnify PCB in respect of any claim that may be made against PCB arising from such non-compliance. If by virtue of any Applicable Law, PCB is obliged to charge sales tax or any other tax from the Vendor, or to collect or charge any advance tax or other amount from the Vendor, the PCB shall include such amounts in its invoices submitted to the Vendor and the Vendor shall be obliged to pay such amounts to PCB.
- d. It is agreed by the Parties that the Total Consideration is the entire amount payable by PCB to the Vendor in relation to the Equipment provided and no other amount shall be paid or payable by PCB to the Vendor whether as consideration for goods or services, reimbursement of expenses or otherwise.
- e. The Performance Guarantee of the Vendor shall be retained by the PCB as security for performance of obligations by the Vendor hereunder. In case of satisfactory performance, the Performance Guarantee shall be refunded (without any interest or mark-up) to the Vendor along with the final payment due under this Agreement.

5. Equipment

- a. The Vendor represents that it owns all Equipment described herein free and clear and that such Equipment is free of all liens.
- b. The Vendor shall remain responsible for the maintenance or repair of the Equipment within the Warranty Period.

6. Representations and Warranties

- a. The Vendor warrants, represents and undertakes to PCB that:
 - i. the Vendor is a firm validly formed under the laws of Pakistan and the Vendor has been in continuous existence since its formation;
 - ii. the Vendor has the full right, title and authority to enter into this Agreement and to give, accept and perform the obligations, undertakings, covenants, warranties, representations and agreements to be given, accepted or performed by it under this Agreement;
 - iii. the persons signing this Agreement on behalf of the Vendor have been duly authorised and no other action is, or will at any time during the Term be, necessary

- to authorise the signature and entry into of this Agreement or the performance of any obligation provided for in or contemplated by this Agreement;
- iv. the Vendor shall comply with all Applicable Law in connection with the performance of its obligations hereunder;
 - v. upon signature of this Agreement by both Parties, this Agreement shall constitute a legal, valid and binding obligation of the Vendor, enforceable in accordance with its terms;
 - vi. there are no actions, suits or proceedings (whether criminal or civil) in progress, outstanding, pending or threatened against the Vendor which are likely to have a material adverse effect on its ability fully to perform its obligations under this Agreement and, so far as the Vendor is aware, there are no circumstances likely to give rise to any such actions, suits or proceedings;
 - vii. so far as the Vendor is aware (having made all due and proper enquiries), the Vendor is not the subject of, or threatened with, any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or agency which are likely to have a material adverse effect on the conduct of its (or their) business or affairs and there are no circumstances which are likely to give rise to any such investigation, inquiry or enforcement proceedings;
 - viii. so far as the Vendor is aware (having made all due and proper enquiries), the Vendor's officers, directors or employees have not committed any criminal or unlawful act in the conduct of its business or affairs or made or received any bribes, illegal inducements or undisclosed payments which are likely to have a material adverse effect on its ability fully to perform its obligations under this Agreement or bring PCB into disrepute;
 - ix. the Vendor's performance of the Agreement shall comply with all Applicable Law;
 - x. the Vendor shall use its best endeavours to ensure the provision of the highest level of quality of service and highest industry standards for the provision of the Equipment; and
 - xi. all the requisite clearances and approvals from the authorities (if any are required) with respect to the provision of the Equipment for Data Storage have been obtained.

b. The PCB represents and warrants to the Vendor that:

- i. it is a statutory corporation duly existing under the laws of Pakistan; and
- ii. it has power and authority to enter into and perform this Agreement and the transactions contemplated by it and its entry into and performance of this Agreement and the transactions contemplated by it does not constitute a breach of any obligation or default of any agreement by which it is bound and the person executing this Agreement on behalf of the PCB is duly authorised to do so.

7. Confidentiality

- a. Both PCB and the Vendor agree that they shall, during the Term of this Agreement,
 - i. keep confidential and not disclose any Confidential Information to anyone save to the limited extent set out in sub-Articles b, c and d below; and
 - ii. not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- b. Neither PCB nor the Vendor may disclose Confidential Information to its directors, professional advisors and employees and those of its affiliates on a strictly "need-to-know" basis provided that each Party ensures that each such recipient is bound by obligations of confidentiality at least as onerous as those set out in this Article 7.

- c. Neither PCB nor the Vendor may disclose Confidential Information to any regulator, law enforcement agency, or other third party if it is required to do so by law, regulation or similar authority, or pursuant to any order of any court or other competent authority or tribunal. In those circumstances, such Party shall:
 - i. (provided it is practical and lawful to do so) if it is PCB, notify the Vendor and, if it is any of the other such parties, notify PCB in writing as soon as practicable before the disclosure;
 - ii. use all reasonable endeavours to consult with the other parties with a view to agreeing the timing, manner and extent of the disclosure; and
 - iii. in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.
- d. If any of the Parties is required to disclose Confidential Information in the circumstances referred to in sub-Article 7c above but is unable to inform the other party before the Confidential Information is disclosed, it shall (provided that it is lawful to do so) fully inform the other party immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information which has been disclosed.
- e. The Vendor shall not make any announcement relating to this Agreement, any matter arising in respect of this Agreement, its relationship with PCB and/or any ancillary information provided by PCB pursuant to the obligations under this Agreement.
- f. The Vendor shall not refer to PCB in any corporate materials or publications (including, by way of example only, in any of its or their marketing materials or any statements as to its or their credentials) without the prior written consent of PCB, which consent shall not be unreasonably withheld. PCB shall have the right to approve the form and content of any part of such materials or publications referring to PCB where such consent is given prior to publication of the same.
- g. The obligations in this Article 7 shall continue to apply after expiry or earlier termination of this Agreement without limit in time.

8. Force Majeure and Covid-19

- a. If either Party is totally or partially prevented from performing any of its obligations under this Agreement as a result of Force Majeure, it shall promptly serve written notice on the other Party specifying the matters constituting Force Majeure and providing the other Party with its best estimate of the likely extent and duration of Force Majeure. The Party prevented from performing its obligations under this Agreement by Force Majeure shall be excused from performance of such obligations from the date of such notice for so long as Force Majeure continues provided that:
 - i. such Party shall, throughout the duration of Force Majeure, take all reasonable steps to mitigate the effects of Force Majeure and bring Force Majeure to a close; and
 - ii. upon cessation of Force Majeure the Party affected shall promptly serve notice in writing on the other of such cessation and shall resume performance of its obligations under this Agreement.
- b. Each Party shall work to minimise any impact that the strain of the coronavirus disease impacting events, workforces and operations globally at the date of execution of this Agreement and any mutations thereof (“COVID-19”) has on its ability to meet any obligation and shall keep the other party regularly informed of both any delay and/or disruption as well as what it is doing to mitigate such delay and/or disruption.

- c. If performance by either Party of such Party's obligations under this Agreement is only partially affected by Force Majeure or COVID-19, such Party shall at the other Party's sole option nevertheless remain liable for the performance of those obligations not affected by Force Majeure or COVID-19
- d. Neither Party shall be liable to the other for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to Force Majeure if and to the extent that such breach or non-performance is permitted pursuant to Article 8(a).

9. Default and Termination

- a. PCB may terminate this Agreement without prejudice to any rights that may have accrued under the Agreement prior to such termination in case of occurrence of any of the following events constituting default(s) on the part of the Vendor:
 - i. failure to deliver the Equipment by the stipulated deadline;
 - ii. the Equipment provided to PCB containing material defects;
 - iii. submission of a statement to PCB which has a material effect on the rights, obligations or interests of PCB and which the Vendor knows or should reasonably have known to be false; and
 - iv. any breach or failure of the Vendor to perform any of its obligations under this Agreement.
- b. The Vendor may terminate this Agreement in case of material breach by PCB. In case of a breach capable of remedy, the Vendor may only terminate this Agreement in case PCB does not remedy its breach within fourteen (14) days of the Vendor's notice to the PCB specifying the breach. The Parties agree that the PCB shall not be in breach of this Agreement except where PCB has, by its own actions or failures, prevented the Vendor from discharging the obligations arising under this Agreement.
- c. Upon termination or expiry of the Term, whichever comes first, the Vendor shall cease to perform the Services rendered under the instant Agreement and shall ensure that any personnel permitted by it to perform the Services cease forthwith to perform such Services for any purpose whatsoever.
- d. Termination of this Agreement shall operate without prejudice to any rights, remedies or liabilities which may have accrued to either Party antecedent to such termination (and in particular, payment of all monies due) or arising from or connected with such termination, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.
- e. On termination of the Agreement (howsoever occasioned):
 - i. without prejudice to the generality of sub-Article d above, all accrued liabilities and subsisting rights and duties created by Article 7 shall survive;
 - ii. each Party shall cause all Confidential Information belonging to the other Party in whatever medium the same is recorded or held to be returned, deleted or destroyed according to the written instructions of the other Party; and
 - iii. the Vendor shall, at PCB's request, forthwith deliver up to PCB all copies of any information, data, materials supplied to the Vendor by PCB for the provision of services under this Agreement and created by the Vendor pursuant to this

Agreement and shall certify to PCB that no copies of such information or data have been retained.

10. Notices

- a. Any notice, correspondence, request, approval, or consent of either Party with reference to this Agreement shall be in writing and in English, and shall be sent by hand delivery, by prepaid registered airmail or fax or email transmission (confirmation copy being followed by mail/courier) to the address of the recipient set forth below:

To the PCB:

General Manager IT
Pakistan Cricket Board
Gaddafi Stadium
Ferozpur Road, Lahore
Pakistan
Tel: +92 42 35717231 to 34
Fax: +92 42 35711860
Email:

To the Vendor:

Tel:
Email:

- b. Either Party, by written notice to the other Party, may change the address to which such communications shall be directed.
- c. Unless otherwise specifically provided in this Agreement, communications pursuant to this Article 10 between the Parties shall be considered as given on the date of delivery if sent by hand delivery; on the seventh (7th) day after posting if sent by registered airmail, and on twenty-four (24) hours after transmission if sent by telefax or email (the confirmation of which shall be followed by mail/courier).

11. Indemnification

- a. The Vendor shall indemnify and hold PCB, its officers, employees and agents harmless from and against all expenses, claims, actions, liabilities, costs or proceedings which the PCB, its officers, employees or agents may incur, or which may arise, directly or indirectly, out of or in connection with this Agreement, any of the Services rendered by the Vendor and/or its employees/personnel and/or otherwise howsoever in connection with this Agreement.
- b. The PCB shall indemnify and hold the Vendor, its officers, employees and agents harmless from and against all claims, liabilities and proceedings that they may incur or be subject to as a consequence of a breach by the PCB of the terms hereof.

12. Remedies and Waivers

- a. Any waiver:
 - i. by PCB in respect of a breach by the Vendor of any provision of this Agreement;
or
 - ii. by the Vendor in respect of a breach of any provision of this Agreement by PCB,

shall only be effective if it is in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

- b. No delay or omission by a Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it and the single or partial exercise of any such right, power or remedy shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- c. All remedies, rights and powers arising from this Agreement are (except as expressly provided) cumulative and not exclusive of any remedies, rights or powers provided by law or otherwise.

13. Adequacy of Damages

Both PCB and the Vendor agree and acknowledge that damages alone would not be an adequate remedy for any breach by it of any of the provisions of this Agreement and either Party shall be entitled, without proof of special damages, to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any of the provisions of this Agreement.

14. Time of the Essence

Time shall be of the essence with regard to the performance by the Vendor of its obligations under this Agreement.

15. Modification

Modification of the terms of this Agreement may only be made by mutual consent to be exercised in writing between the Parties.

16. No Partnership

Nothing in this Agreement and no action taken by the Parties pursuant to it shall constitute, or be deemed to constitute, the Parties as a partnership, association, joint venture or other co-operative entity. The Vendor shall have no right to pledge the credit of, or commit, PCB in any way.

17. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

18. Disputes

- a. The provisions contained in this Article shall survive the termination and/or expiration of this Agreement. Dispute resolution under this Article shall be a condition precedent to any other action under law.
- b. Unless otherwise stated herein, any and all disputes arising out of, in connection with or in relation to this Agreement, including any question regarding its interpretation, existence, validity or termination, shall first be settled amicably in the spirit of goodwill and mutual accommodation and if this should not be possible in fifteen (15) days then the matter shall be referred to and finally resolved by the dispute resolution mechanism provided for under Clause 37 of the PCB Constitution.

Each dispute submitted by a Party shall be heard by a sole adjudicator, who shall be either a retired judge of a High Court or of the Supreme Court of Pakistan, appointed by mutual agreement between the Parties.

The seat or legal place of the proceedings shall be in Lahore, Pakistan. The language of the proceedings shall be English.

- c. In any proceedings under this Agreement, the decision of the adjudicator shall be final and binding. Each Party shall bear its own costs of the proceedings.

19. Partial Invalidity

If any provision of this Agreement is prohibited, unenforceable, void or invalid, that shall not invalidate, or otherwise affect the enforceability of the remaining provisions hereof.

20. Entire Agreement

This Agreement along with the Schedules hereto constitutes the entire agreement between the Parties in respect of the subject matter hereof and hereby cancels and supersedes any and all prior oral or written agreements or understandings between the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth in this Agreement or the Schedules. In the event of a conflict between the provisions of the Schedules and the provisions of the Agreement, the provisions of this Agreement shall prevail.

21. Governing Law

The interpretation, construction and effect of this Agreement (including any non-contractual obligations arising from or connected with this Agreement) shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan and the courts at Lahore shall have exclusive jurisdiction

22. Compliance with the PCB Supplier Code of Conduct (SCOC)

The Vendor acknowledges that it has read the PCB Supplier Code of Conduct (SCOC) and agrees to:

1. comply (which includes ensuring compliance by itself, its staff, agents, affiliates and sub-contractors) with the SCOC;
2. take at its own cost any action reasonably required by PCB to:
 - i. verify its compliance with the SCOC; and
 - ii. rectify any non-compliance with the SCOC, within the timeframe stipulated by PCB.

23. Counterparts

This Agreement may be signed in two counterparts both of which shall be considered one and the same Agreement and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

PCB-02-2023

For and on behalf of PCB:

For and on behalf of the Vendor:

Name:

Name:

Designation: Chief Executive Officer

Designation:

WITNESSES:

1. _____

2. _____

Name:

Name:

CNIC:

CNIC

SCHEDULE 1
Details of Equipment

S.No.	Parameter	Tender Specifications
1	Processor	Intel Xeon D-1527, 2.20GHz,6M Quad-core processor
1	Form Factor/Mounting	2U/4U, Rack Mounted
2	No. of Controllers per appliance	Minimum 2 nos.
3	Network Connectivity Per Controller	Minimum2* 10G Port2*USB3.0
4	Capacity Expansion	Should support minimum 10 or higher JBOD's/Expansion Units or with HDDs so that storage may be scalable 5 times the initial capacity or 5000 TB.
5	Storage Expansion Port per Controller	2 x 12Gb SAS Mini-SAS (SFF-8644)
6	Supported Network Protocols	iSCSI, FCP, CIFS, AFP, NFS, FTP, WebDAV, Bonjour
7	Drive Support and Type	SAS/NL-SAS HDD, 7200 RPM or higher Supports mix of SAS and SATA drives in the same enclosure
8	Cache/Memory	32 GB per Controller and upgradable to 128 GB per controller
9	Storage Capacity along with expansion using JBODs	800 TB usable capacity after RAID6+ Hotspare. Each phycical unit has separate dedicated spare disk
10	Management Port per Controller	1 x RJ-45 1GbE Ethernet, 1 x Serial Port, 1x console Port
11	File System	ZFS /EXT2/EXT3/EXT4/FAT/NTFS/HFS
12	System Optimization Settings	Service binding/SSD Trim
12	Supported OS	Windows Server 2008 or higher, Mac OS X 10.x, Linux (RHEL 6.5 or higher and SLES 11 or higher),AIX,ESXi latest version
13	Power Supply	Should support Redundant Power Supply
14	RAID configuration	0, 1 , 5, 6, 10, 50, 60,Z3
15	Hot Spare Disk	It shall supports dedicated/local/Global hot spare disk .

16	General Features	Should support data migration to healthy drive if find un-healthy disk member in array before the disk drive fails.
		Should support remapping of bad sector of disk and SMART error handling
		Should support Asynchronous & scheduled Backup and Cloning of Share & Volume for data backup and recovery
		Storage OS on ZFS File System/Embedded Linux platform for more security
		Should support for Cloud Backup
		The storage system should support Battery Flash Backup design with minimum 256GB Flash.
17	Working Temperature & Humidity	Temperature: 5° to 35°C, Humidity: 20% to 80% (Non-Condensing)
18	Warranty/Replacement	Five years warranty/replacement from OEM for appliance including HDDs
19	Certifications / Regulatory compliance	CE,FCC, VCCI certificate.
20	Additional Features	Capable to be Web Server, VPN server, Hybrid SSD cache with single SSD support, Built in Anti-Virus, Inline-Deduplication, Auto Load Optimizer (Pool and Network Path)
21	Encryption	Self-encryption Drive (SED) pool level protection
22	Virtualization	Windows: Hyper-V, storage space VMware: VMware 7.0 ready, VAAI, SRM, VASA/ VVol Citrix: Citrix 7.0 ready
23	Backup software	Shall Support backup from Windows client PC to NAS.
24	Alert	Shall support SNMP based email Alet, RESTful API
25	High availability	-Support ALUA -Management port fault migration - Fault-tolerant and redundant module components for NAS controllers, PSU, FAN modules, and dualport disk interfaces - Dual port hard disk tray connector - Multipath I/O and load balancing support (MPIO, MC/S, Trunking and LACP) -Firmware update without system downtime -Memory cache protection