PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

- NAME OF THE ORGANIZATION/DEPTT. Securities and Exchange
- Commission of Pakistan
- > FEDERAL / PROVINCIAL GOVT. Federal
- TITLE OF CONTRACT <u>Enhancement of Dell EMC Unity 480XT Storage</u>

Capacity

- > TENDER NUMBER T#12(ii)/23-24
- ➤ BRIEF DESCRIPTION OF CONTRACT Enhancement of Dell EMC Unity 480XT

Storage Capacity

- > TENDER VALUE Rs.100M
- ENGINEER'S ESTIMATE NA (for civil Works only)
- > ESTIMATED COMPLETION PERIOD 04-06 Months
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? YES on EPADS
- > ADVERTISEMENT:
 - (i) PPRA Website November 24, 2023, TS526201E
 - (ii) News Papers November 26, 2023, Nawa e Waqt & Tribune
- > TENDER OPENED ON (DATE & TIME) 11:30 AM on 11-December -2023
- NATURE OF PURCHASE Local
- > EXTENSION IN DUE DATE (If any) No-

NUMBER OF TENDER DOCUMENTS SOLD N/A (provided free of cost)

WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOCUMENTS <u>Yes</u> (Also, details are available on link https://www.secp.gov.pk/procurement/)

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	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS <u>Yes</u> (Also, details are available on link <u>https://www.secp.gov.pk/procurement/)</u>
1	WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
	a) SINGLE STAGE – ONE ENVELOPE PROCEDURE
	b) SINGLE STAGE - TWO ENVELOPE PROCEDURE
	c) TWO STAGE BIDDING PROCEDURE.
	d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE.
	- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS
	ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NA
	- WHO IS THE APPROVING AUTHORITY Commission of the SECP
A	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING NA
A	NUMBER OF BIDS RECEIVED 02
7	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes
A	WHETHER INTEGRITY PACT WAS SIGNED (YES)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01
 - NAME AND ADDRESS OF THE SUCCESSFUL BIDDER DWP Technologies Pvt Ltd. Apex Business Centre, Golra Road, H-13, Islamabad
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).
 - i. DWP Technologies Private Limited
 - NEED ANALYSIS (Why the procurement was necessary?) Enhancement of Dell EMC Unity 480XT Storage Capacity.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) NA
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING March 15, 2024
- CONTRACT AWARD PRICE Rs. 86,537,310/-.
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes, report has been shared with bidders through an email (report enclosed)
- ANY COMPLAINTS RECEIVED No
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No
- DEVIATION FROM QUALIFICATION CRITERIA No
- SPECIAL CONDITIONS, IF Any <u>NA</u> (Give Brief Description)

[F.No.2/1/2008PPRA-RA.III]

EVALUATION REPORT - FINAL (As Per Rule 35 of PP Rules, 2004)

1.	Name of Procuring Agency	Securities and Exchange Commission of Pakistan
2.	Method of Procurement	Single Stage Two Envelope Method
3.	Title of Procurement	Invitation to Bid - Enhancement of Dell EMC Unity 480XT Storage Capacity
4.	Tender Inquiry No.	(T#12 (ii) /23-24)
5.	PPRA Ref. No. (TSE)	TS526201E
6.	Date & Time of Bid Closing	December 11, 2023, 1100Hrs
7.	Date & Time of Bid Opening	December 11, 2023, 1130Hrs
8.	Date & Time of Bid Opening (Financial)	January 23, 2024, 1100Hrs
9.	No. of Bids Received	02
10.	Criteria for Bid Evaluation	As per Bidding Document
11.	Details of Bid Evaluation	As per Bidding Document

S. No.	Bidder Name	Technical Evaluation - Compliant (Yes/No)	Total Amount incl. Taxes (in PKR)	Rule/Regulation/SBD/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
1.	DWP Technologies Private Limited	Yes	86,537,310	Compliant to the technical evaluation criteria.
2.	Pakistan Mobile Communications Ltd (Jazz)	No		Non-Compliant to the technical evaluation criteria. (Details shared vide announced technical evaluation report)

Most Advantageous Bid: DWP Technologies Private Limited

Any other additional / supporting information, the procuring agency may like to share. Nil

Signature

In case of any query, please send email at arshad.kamal@secp.gov.pk

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN, NIC Building ,63 Jinnah Avenue Blue Area ,Islamahad.

EVALUATION REPORT - TECHNICAL (As Per Rule 35 of PP Rules, 2004)

1.	Name of Procuring Agency	Securities and Exchange Commission of Pakistan
2.	Method of Procurement	Single Stage Two Envelope Method
3.	Title of Procurement	Invitation to Bid - Enhancement of Dell EMC Unity 480XT Storage Capacity
4.	Tender Inquiry No.	(T#12 (ii) /23-24)
5.	PPRA Ref. No. (TSE)	TS526201E
6.	Date & Time of Bid Closing	December 11, 2023, 1100Hrs
7.	Date & Time of Bid Opening	December 11, 2023, 1130Hrs
8.	No. of Bids Received	02
9.	Criteria for Bid Evaluation	As per Bidding Document
10.	Details of Bid Evaluation	As per Bidding Document

S. No.	Bidder Name	Technical Evaluation - Compliant (Yes/No)	Rule/Regulation/SBD/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
1.	DWP Technologies Private Limited	Yes	Compliant to the technical evaluation criteria. (Details as per Annex A)
2.	Pakistan Mobile Communications Ltd (Jazz)	No	Non-Compliant to the technical evaluation criteria. (Details as per Annex A)

Any other additional / supporting information, the procuring agency may like to share. Nil

Signature

In case of any query, please send email at arshad.kamal@secp.gov.pk
M. UBAIDULLAH KHALID

Additional Joint Director

Securities & Exchange

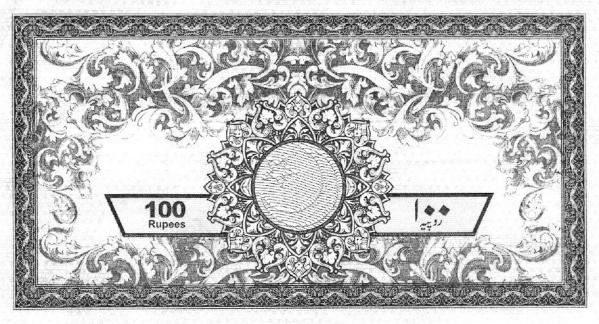
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. .	SPECIFICATIONS	REQUIREMENTS	WEIGHTAGE	DWP Technologies Pvt Ltd	gies Pvt Ltd	PMCL JAZZ	ואנז
	Descriptions	Specification	Weightage	Qouted	Compliance Status	Qouted	Compliance Status
٦	Partnership Level	Valid Partnership letter with the principal/ manufacturer	Must	Attached with the Bid	Compliant	Attached with the Bid	Compliant
7	Manufacturer Authorization Letter (MAL)	Manufacturer Authorization Letter (MAL) from the Principal	Must	Attached with the Bid	Compliant	Attached with the Bid	Compliant
8	Geographical Presence	ISB and LHR (share office location details)	Must	Yes	Compliant	Yes	Compliant
4	Relevant Experience	Minimum 03 years of experience in storage business (attach work orders as proof)	Must	Attached with the Bid	Compliant	Attached with the Bid	Non-Compliant
v	Similar Deployments	Have at least two (02) deployments of storage solution (attach work orders as proof)	Must	Attached with the Bid	Compliant	Attached with the Bid	Non-Compliant
9	Certified Resources	Minimum two (02) certified storage resources (attached current/ valid certificates as proof)	Must	Attached with the Bid	Compliant	Attached with the Bid	Non-Compliant
7	Tiering Support	Support for auto-tiering	Must	Yes	Compliant	Yes	Yes
8	RAID Support	RAID-1, RAID-5, and RAID-6	Must	Yes	Compliant	Yes	Yes
6	Thin Provisioning	Support for thin provisioning	Must	Yes	Compliant	Yes	Yes
10	Required Storage Capacity	As per Table-2 above	Must	Yes	Compliant	Yes	Yes
11	Storage Installation & Configuration	Complete storage installation, configuration on both locations by the vendor	Must	Yes	Compliant	Yes	Yes
12	Warranty	Comprehensive warranty, MUST be aligned with expiry of warranty/ support contract of the existing storage boxes	Must	Yes	Compliant	Yes	Yes
13	Compatibility	Compatibility with existing storage solutions installed in SECP	Must	Yes	Compliant	Yes	Yes
14	Installation and Configuration	Complete installation and configuration of additional disk capacity in all Installation and Configuration aspects including disks, DAEs, and all cables etc. It is responsibility of the vendor to make the storage capacity upgrade functional	Must	Yes	Compliant	Yes	Yes
15	Hot spare Configuration	The vendor must make sure that the OEM recommended hot spare configuration is not violated keeping in view the existing and new disk count in each storage tier of all storage arrays.	Must	Yes	Compliant	Yes	Yes
					Compliant		Non-Compliant
Kiran Sh DD - IS&	DD-15&TD (TAJO IN A WAY OUT)	5-202-3	Usman Ahmad Malik		P. Commission of the Commissio	- U	

Atif Sajjad HOD - IS&TD

Muhammad-Umair DD - IS&TD



This Agreement ("Agreement") is made at Islamabad on this _____ day of March 2024.

Between

The Securities and Exchange Commission of Pakistan, a statutory body established in pursuance of the Section 3 of the Securities & Exchange Commission of Pakistan Act, 1997 having its head office at NIC Building, 63- Jinnah Avenue, Islamabad (hereinafter referred to as "Commission" which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the ONE PART

And

DWP Technologies Pvt. Ltd, having its office at 2nd Floor, Apex Business Centre, Golra Road, H-13, Islamabad (hereinafter referred to as "Contractor" which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the OTHER PART

Commission and Contractor shall, hereinafter individually be referred to as "Party" and collectively as "Parties".

WHEREAS

- A. Commission requires Enhancement of Dell EMC Unity 480XT Storage Capacity specified in (Annexures) at Head Office/Company Registration Office (as required in TORs).
- B. The Contractor has agreed to provide the products as required by the Commission in accordance with the terms and conditions set forth in this Agreement.

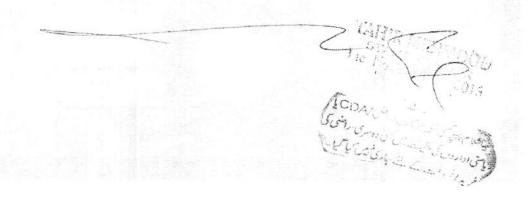
NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. Duration

- A. This Agreement will become effective from March \(\) 2024 and will remain in effect till completion of delivery (the "Term") or terminated earlier in accordance with Article 4 or 5 of this Agreement. The termination of this Agreement will not;
 - (a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination;
 - (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time and date of termination.

Provided that, if required the Parties must enter into a mutual written agreement by way of addendum to extend the Term.

DWP
VS
SECURITY & EXCHANGE COMMISSION OF PAKISTAN (SECP)



2. Scope of Work

- The Contractor will arrange enhancement of Dell EMC Unity 480XT Storage Capacity (as required in TORs).
- II. Detail of (Items) to be supplied is given in (Annexures).
- III. The Contractor shall, with respect to the Purchase Order, keep the response time down to minimum and shall immediately supply required items.
- IV. This Agreement covers supply of Items as per (Annexures). Any additional item beside the Annexures may be requested by the Commission as and when required and shall be provided by the Contractor at mutually agreed terms.

3. Price and Payments

- In consideration of the clear, efficient and uninterrupted fulfilment of the supply of the each item listed in the Annexures and other obligations of the Contractor under this Agreement, the Contractor shall be paid against each item listed in Annexures.
- II. Payment for Dell EMC Unity 480XT Storage capacity enhancement amounting to PKR 86,537,310 inclusive of all taxes shall be made upon complete delivery, installation and configuration.
- III. The payment for the supply of the items shall be made on the basis of Purchase Order. The Contractor shall arrange the invoice and send it to the Commission against the Purchase Order issued by the Commission.
- IV. Commission will ensure timely payments within 30 days after the completion of delivery and receipt of invoice from the Contractor against each Purchase Order.
- V. All related Government importation charges, excise duty, income tax or any other taxes and duties presently in force are inclusive in the Agreement price and Contractor is responsible for it. Any future taxes or levies if and when enforced by the government shall be added to the existing prices and Contractor will be responsible for payment of such taxes. However, GST and income tax shall not be withheld/deducted if proper exemption documents are provided. The payment to be made to the Contractor under this Agreement shall be made subject deduction of withholding Tax, if applicable, which is levied by the Government from time to time and to which the Commission is authorized to make deduction.

4. Termination

- Commission may terminate this Agreement if the Contractor fails to perform the obligations under this Agreement by affording an opportunity of hearing, with a written notice of fifteen days.
- Contractor may terminate this Agreement if the Commission fails to make payment under this
 Agreement within 15 days of a written notice from the Contractor to do so.

5. Force Majeure

- I. Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as "Force Majeure") beyond the reasonable control of the Party so affected (to include without limitation, acts-of- God, acts-of-state, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, strikes, lockouts, labour disputes, and any restrictions by Government of Pakistan in imports/ opening of LC and remittance outside Pakistan) and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.
- ii. The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Article shall become operative only from the time when such notice is given. Thereafter the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of 30 days, the Parties shall in good faith consult with each other and take necessary steps for resolving the issue of investment, loss of goodwill, etc.
- iii. If the effect of Force Majeure continues beyond a period of sixty (60) days then either Party may terminate this Agreement.

6. Dispute Resolution/Arbitration

 The Parties shall attempt to resolve any and all disputes amicably as to the interpretation of the Agreement or as to the performance of either Party hereunder.

II. If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled through arbitration. Each Party shall appoint an arbitrator and the appointed arbitrators shall commence the proceedings. In case of difference of opinion between an even number of appointed arbitrators, the matter shall be referred to an umpire mutually appointed by the arbitrators. The umpire shall then make an award which shall be final and binding. Prior to initiation of arbitration proceedings, the aggrieved Party shall give the other Party written notice describing the claim and amount as to which it intends to initiate action.

III. The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

7. Relationship

The Parties hereby agree that no clause of this Agreement shall be construed as to portray an employeremployee relationship between the Parties and that both the Parties are acting independently and at their entire discretion.

8. Assignment

Neither Party shall assign or transfer its obligations, rights, interests and benefits hereunder without the concurrence of the other party.

9. Liquidated Damages

- Contractor shall be bound to provide the required item(s) within the delivery period. In case of late
 delivery, late delivery (LD) charges equivalent to 0.1% (of the PO/contract Value) per day shall be
 imposed and deducted from the payment of delayed items only. However, imposed penalty shall
 not exceed than the performance security.
- In case the Contractor supplies fake/counterfeit items, the Contractor shall pay the Commission the liquidated damages amounting up to Rs. 5 Million and shall not challenge these liquidated damages at any other forum or court of competent jurisdiction.

iii. The Commission would also be entitled to forfeit the bid security immediately if the items are not provided as per requirement.

iv. The Commission may also claim damages other than liquidated damages from the Contractor.

10. Severability and Entirety

i. Each of the clause of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not thereby be affected or impaired in any way.

 This Agreement along with the Annexures forms the entire Agreement between the Parties and supersedes any and all previous correspondence/representations, if any, between the Parties regarding the matter;

11. Indemnification Clause:

The contractor undertakes to indemnify the Commission from and against any loss, damages, liabilities and claims arising out of, resulting from, or in connection with the services contemplated by this agreement or availed before or after this agreement with respect to licenses, supplied products or equipment, whatsoever, which are subject matter of these licenses/supplied products/equipment by the contractor, its Principal or any of its affiliates and payment under this agreement shall deemed to be full and final settlement with respect to licenses, supplied products or equipment, to-date.

12. Confidentiality

i. The Contractor undertakes and shall ensure the complete confidentiality of all and any information in respect of this Agreement and the services stated herein, including without limitation the communications to and by the Commission about any of its business information. Contractor shalf not disclose any such information to any person or allow utilization of the same in any manner by any person. ii. Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by Commission or which Contractor or any of its employees may obtain directly or indirectly during the course of performance of this agreement.

13. Notices

Address for Notices: For the purposes of this Section, a Party may take the address and facsimile number of other Party to be:

- (a) the address and number set out below; or
- (b) where another address of number is notified by either of the Party to other Party, the last address of number so notified to it.

Commission office address and designated person:

To: Mr. Arshad Kamal, Additional Director

Address: Securities and Exchange Commission of Pakistan, 63-NICL Building, Jinnah Avenue, Blue Area Islamabad Tel:051-9915160 (160) Fax: 051-9100471

Contractor office address and designated person:

To: Raheem Khan

Address: 2nd Floor, Apex Business Centre, Golra Road, H-13, Islamabad

Tel: 0300-8522948

14. Governing Law and Jurisdiction

- This Agreement shall be governed by and construed to be in accordance with the laws of the Islamic Republic of Pakistan.
- ii. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Islamabad.

15. Stamp Duty

This Agreement shall be stamped in accordance with law by the Contractor.

16. 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

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, DWP Technologies Private Limited agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by DWP Technologies Private Limited 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.

IN WITNESS HEREOF the parties have executed this Agreement on the day and year written above.

For and on Behalf of Commission

Name: Hasnat Ahmad

Title: Head of Department (Admin)

WITNESS

Name: Atif Sajjad

Title: Head of Department (150 Titles AND EXCHANGE COMMISSION OF PAKISTAN.

NIC Building ,63 Jinnah Avenue Blue Area , Islamabad.

For and on Behalf of Contractor

Signature:

Name: Shoaib Asad

Title: Regional Head-North

Name: Raheem Khan

Title: Manager Corporate Sales

Capacity enhancement for Dell EMC Unity 480XT storage installed in SECP Head Office and Disaster Recovery Site.

BACKGROUND:

SECP has its primary data center in Islamabad and DR site in CRO Lahore office. SECP acquired a new storage solution for both primary and DR site with total usable capacity of ~100 TB at each location. SECP needs to enhance the capacity of existing storage solutions at both locations. Currently Dell EMC Unity 480XT storage is installed at both locations, with following configurations:

Location	Attribute	Value
Head Office/ Primary Site	Model	Dell EMC Unity XT 480
(Islamabad)	Serial Number	DE409222369793
	Total Usable capacity	103.87TB
	Total Drive Count	55
		Flash Drives = 11 (3.2TB each)
		SAS Drives = 31 (1.8TB each)
		NLSAS = 13 (6TB each)
DR Site (Lahore)	Model	Dell EMC Unity XT 480
	Serial Number	DE409222369792
	Total Usable capacity	103.87TB
	Total Drive Count	55
	Addition	Flash Drives = 11 (3.2TB each)
		SAS Drives = 31 (1.8TB each)
		NLSAS = 13 (6TB each)

Table 1: Existing Storage Disk Capacity and Disk Drives Details

REQUIREMENT:

Following is the requirement to enhance the capacity of existing storage boxes at Primary and DR site with additional disk capacity, using following disk configurations:

Location	Requirement Quantity/ Capacity		
Primary Site	Total Usable capacity	103.87TB (after RAID)	
(Islamabad)	Flash Drive	11 (3.2TB each) ~22%	
	SAS Drive Storage	31 (1.8TB each) ~37%	
	NL-SAS Drive	13 (6TB each) ~41%	
DR Site (Lahore)	Total Usable capacity	103.87TB (after RAID)	
	Flash Drive	11 (3.2TB each) ~22%	
	SAS Drive Storage	31 (1.8TB each) ~37%	
	NL-SAS Drive	13 (6TB each) ~41%	
Delivery	Delivery 12-16 weeks after 05 days of signing of this agreement		
Warranty	Comprehensive warranty, MUST be aligned with expiry of warranty/ support contract of the existing storage boxes.		

Table 2: Required Storage Capacity and Disk Drives Details