

*Tender Fee: Rs. 2,000/-  
(Non-Refundable)*

# **TENDER FORM**

## **Tender # IT/15/23-24 SLA for Dell EMC Storage Service**

**Date of Issue** : **November 28, 2023**  
**Last Date of Submission** : **December 15, 2023 (3:00 PM)**  
**Date of Opening of Tender** : **December 15, 2023 (3:30 PM)**

**Company Name:** \_\_\_\_\_

**NTN:** \_\_\_\_\_, **SRB Registration Number:** \_\_\_\_\_

**GST Registration Number:** \_\_\_\_\_

**Pay Order / Demand Draft #** \_\_\_\_\_, **Dated:** \_\_\_\_\_

**Amount of Rs.** \_\_\_\_\_, **Drawn on Bank:** \_\_\_\_\_

**Notice Invitation Tender (NIT)****Tender Notice**

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of Manufacturers / Firms / Companies / Distributors / Service Providers registered with relevant tax authorities for the following tender.

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
SLA for Dell EMC Storage Service (IT/15/23-24)	Single Stage One Envelope	2%
<b>Tender Fee and Dates</b>		
▶ <i>Tender Fee:</i>	Rs. 2,000/-	
▶ <i>Issuance start date:</i>	November 28, 2023, at 9 AM	
▶ <i>Issuance end date &amp; time:</i>	December 15, 2023, at 3 PM	
▶ <i>Submission date &amp; time:</i>	November 28, 2023, to December 15, 2023, from 9 AM to 3 PM	
▶ <i>Opening date &amp; time:</i>	December 15, 2023, at 3:30 PM	

Tender Documents may be collected after submission of the paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on the same date and venue in the presence of the bidder's representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in the form of a Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

Kindly mention "Tender Number" at the top left corner of the envelope.

**N.B.** IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

**REGISTRAR**

IBA, Main Campus, University Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

Email [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk) Website <https://www.iba.edu.pk/tenders>

SPPRA Website: <https://ppms.pprasingh.gov.pk/PPMS/public/portal/notice-inviting-tender>

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## **1. Introduction**

Dear Tenderer:

Thank you for the interest you have shown in response, to the IBA's advertisement which has floated in IBA and SSPRA websites and leading newspapers on November 28, 2023, for "SLA for Dell EMC Storage Service".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA and several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools and the assessment and testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards and academic traditions it had inherited from Wharton and USC while adapting and adjusting them over time.

We expect to avail services/works/items of high standards that meet our prime and basic specifications through this transaction.

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information and query

Thank you.

-sd-

**Registrar**

## 2. **Instructions**

### **a) Sign and Stamp**

It is necessary to fill in the Tender Form meticulously and sign and stamp every page. Moreover, attach the required supporting documentation according to the requirement. The tender document will be accepted ONLY on the IBA's prescribed Tender Document available on the IBA's Website.

### **b) Filling in the Tender Form**

It is mandatory to fill the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper and clearly mention the item/column name or number etc. that referred to the column/item of the Tender Form.

### **c) Collection of Tender**

You can collect the Tender Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from November 28, 2023, to December 15, 2023, from working 9:00 AM to 3:00 PM.

### **d) Tender Number**

Please mention "Tender Number" at the top left corner of the envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of the bid or proposal as per Rule-25(i) of said rules.

### **e) Communication**

Any request for clarification regarding technical specifications should be submitted in writing to:

Contact Person (IBA): Executive Procurement ICT  
Institute of Business Administration,  
Main Campus, University Enclave, Karachi  
Tel #: 021 38104700; Ext 2155  
Email: [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk)

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Stamp and Signature

**f) Submission of Documents and Address**

Separate envelopes clearly labelled 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on December 15, 2023. **Tender Documents received by fax or email will not be accepted.**

**g) Date of Opening of Tender**

The bid will be opened on December 15, 2023, at 3:30 PM in the presence of representative bidders who may care to attend.

**h) Rights**

Competent authorities reserve the right to accept or reject any quotation/ tender without any reason thereof.

**i) Location of Services Required**

Annual services will be required at Data Centers at IBA, Main Campus, University Enclave, University Road, Karachi, and IBA, City Campus, Kiyani Shaheed Road, Garden, Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

**j) Delivery of Services**

All services will be delivered directly to the IBA, Karachi, at the discretion of the IBA. If services delivered do not conform to the specifications and bill of quantity, the services will not be acknowledged as satisfactory.

**k) Clarification / Proof**

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The Service Providers should also provide a copy of the certificate(s) etc. as proof of their claim.

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Stamp and Signature

### 3. **Bidding Data**

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** SLA for Dell EMC Storage Service.
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty-five days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the tender document in a sealed envelope is December 15, 2023, by 3:00 PM in the tender box placed at Gate no. 04, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **The venue, Time, and Date of Bid Opening:** The tender will be opened on December 15, 2023, at 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery
- (i) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of the Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (j) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Amount (in words and figures):** \_\_\_\_\_  
**Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_  
**Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

\_\_\_\_\_  
Stamp and Signature

#### **4. Terms and Conditions**

##### **a) Bid Security**

Bid Security, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% of the total cost of the bid, should be submitted along with the tender documents.

##### **b) Performance Security**

Successful bidder should provide 5% Performance Security of the total value of the Purchase Order / Work Order in the form of a Pay Order or bank guarantee before submission of the invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of the contract.

##### **c) Validity of the Tender**

All proposals and prices shall remain valid for a period of 45 days from the closing date of the submission of the proposal. However, the bidders are encouraged to state a longer period of validity for the proposal.

##### **d) Currency**

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

##### **e) Ownership**

The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

##### **f) Arbitration and Governing Law**

This tender and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all bidders responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani Courts. The arbitration proceeding will be governed by the Arbitration Act, of 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

##### **g) Acceptance of Tender**

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide a demo unit which the service provider quoted in the tender. After the final inspection of the unit, the decision will be made.

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Stamp and Signature



**h) Compliance with specifications**

The Service Providers shall provide information as per requirements given in BoQ. However, Service Providers can submit multiple solutions. The Bidder may not propose/supply any kind of refurbished/substandard hardware equipment/components in their proposals.

**i) Support Capabilities**

The Service providers should indicate the support capabilities for all the hardware and software provided during the course of the warranty.

**j) Bid Evaluation:**

The bid will be considered the Most Advantageous on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the lowest evaluated cost.

**k) Installation and Configuration**

Successful Bidder will also be responsible for the complete installation, configuration and integration for the successful execution of services.

**l) Cancellation**

IBA reserves the right to cancel any or all of the above items if the material is not in accordance with its specifications or if the delivery is delayed.

**m) Invoice**

The invoice/bill should be submitted to Purchase Department.

**n) Stamp Duty**

A stamp duty of 0.35% against the total value of the Purchase / Work Order will be levied accordingly.

**o) Services Acceptance**

The services provided against this order are subject to final inspection and satisfaction from the Competent Authority/Technical Team during SLA tenure.

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Stamp and Signature

**p) Liquidity Damages**

Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery or work, up to 10% of the total contract value.

**q) Increase in Price**

No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, the scope of supply and or any other head of account shall be allowed.

**r) Increase in Taxes**

For any increase in taxes, the IBA should not be responsible, but, if any taxes are reduced, the IBA should get its benefit.

**s) Implementation Time**

The services provided against this order are subject to complete the Implementation within 5 weeks from the issuance of the LoA.

**t) Payment Terms**

25% of the total amount at the end of each quarter after completion of satisfactory services and works as per Bill of Quantity in SBD. Also, the credit period will be 30 days after submission of the commercial invoice (quarterly basis)

**u) Default**

If the Bidder fails to timely deliver services as per BoQ, IBA Karachi reserves the right to penalize and may also terminate the contract.

**v) Force Majeure**

The Service provider shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including war and other instabilities invasion, the act of foreign enemies, embargo, civil war etc.

**w) Emergency Outage Management**

Bidder should have a Disaster Recovery site to resume the business in case of primary site failure with a minimum service outage.

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Stamp and Signature

## 5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the Bidder;

M/s. \_\_\_\_\_, the Bidder hereby declares that:

- (a) Its intention not to obtain the Provide and Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide and Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/service provider/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide and Supply/work/service or other obligation or benefit in whatsoever from the IBA.

### **Note:**

**This integrity pact is a mandatory requirement other than auxiliary services/works.**

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Stamp and Signature

## 6. Scope of Services

- a. Diagnosis, troubleshooting and patch identification and installation
- b. Visual Inspection of machines for identification of predictive failures
- c. Checking and advising environmental issues
- d. Replacement with equal or higher backup within 24 hours of reporting the problem
- e. 24x7 on-site support with 2 hrs. initial response time & 4 hrs. turnaround time
- f. Spare parts with pre-failure warranty
- g. 24x7x4 Mission Critical Direct onsite engineering support

## 7. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1.	Successful completion of at least five (5) similar projects completed / in hands in the last three years. Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided.	
2.	Last 3 years' turnover with a minimum of 5 million (per year) Audited Financial Statement and Annual Return.	
3.	Sales tax registration certificate with last month's return copy of both FBR and SRB, and NTN certificates.	

**Note: Bidder must submit all the Supporting Documents for evaluation**

\_\_\_\_\_  
Stamp and Signature

**8. Bill of Quantity**

Description	Qty	Annual Rate per Equipment	Total Amount Annually
<b>Hardware Maintenance Service &amp; Support for Dell EMC Storage</b> <b>Full On-site Intervention</b> Serial # CKM00162302153 & CKM00162302154 Model: EMC VNXe3200 Equipment: 1 x VNXE3200; 2XSP DPE; 25X2.5 DS; 25X1200GB 10K 2 x ONE 4 PORT 8GB Fibre Channel IO Module 1 x 2U DAE with 12" x 3.5" Drive Slots 1 x 2U DAE with 25" X 2.5" Drive Slots 1 x VNXE 3200 1.2TB 10K SAS 25X2.5 6 x VNXE 3200 200GB Fast VP EFD 25X2.5 9 x VNXE 3200 4TB NL SAS 12X3.5 1 x VNXE3200 Fast CACHE=IC 1 x VNXE3200 Fast VP=IC 1 x VNXE3200 Base Dual SP Ecosys=IC 1 x VNXE3200 Remote Protection=IC 34 x VNXE OE per TB Hi Cap for VNXE3200 3 x VNXE OE per TB Perfor for VNXE3200	2 Units		
<b>13% SST (If Applicable)</b>			
<b>Grand Total Amount</b>			

**Grand Total Amount (Rupees in words)** \_\_\_\_\_

\_\_\_\_\_  
Stamp and Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Tel # \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Stamp and Signature

## 6. General Conditions of Contract

**THIS SERVICE LEVEL AGREEMENT** is made at Karachi on this \_\_\_ day of \_\_\_, 2023, and will commence \_\_\_\_\_ (Effective Date) till \_\_\_\_\_ (Termination Date), in the continuation of contracts Bid Nos. IT/15/23-24, for the SLA of Dell EMC Storage Service & Maintenance;

### **BY AND BETWEEN**

**Institute of Business Administration Karachi**, an Educational Institution formed and existing under the laws of the Islamic Republic of Pakistan, has its Main Campus, University Enclave, University Road, Karachi, Pakistan. (hereinafter, "**Client**", which term wherever occurs in these presents shall mean and include its successors-in-interest, executors and assigns) of the **One Part**;

### **AND**

M/s \_\_\_\_\_, incorporated under the laws of the Islamic Republic of Pakistan and having its registered head office at \_\_\_\_\_ (hereinafter referred to as "**SERVICE PROVIDER**" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) of the **Other Part**.

(IBA and the M/s \_\_\_\_\_ shall hereinafter collectively be referred to as the "**Parties**" and singly as "**Party**").

### **RECITALS**

#### **WHEREAS:**

- a) IBA is an educational Institute desirous of hiring the Services (defined below);
- b) SERVICE PROVIDER has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- c) Based on the representation of the SERVICE PROVIDER, IBA has agreed to avail the Services from the SERVICE PROVIDER on the terms and conditions as set out in this Agreement.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

#### **Article I**

##### **DUTIES and SCOPE OF SERVICES and WORKS AND AGREEMENT**

- 1.1 This service includes the "SLA for Dell EMC Storage Service", and discussions with "IBA" before the determination of the scope of services with any/all other relevant details for presentation to "IBA".

- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of Services(s) and Work(s) of 'SLA for Dell EMC Storage Service' to "IBA" whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate their work with the Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in the supervision of proposed 'SLA for Dell EMC Storage Service'.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept the variation, if it occurs, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as and when required with a prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.7 The "SERVICE PROVIDER" shall be responsible for providing hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.9 If the problem is not solved within the agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. THE SERVICE PROVIDER is also bound to arrange at least 15 % of the hardware inventory as a backup in the company office.
- 1.10 The "SERVICE PROVIDER" shall be bound to monitor the maintenance and repair work and furnish the complete report to IBA authorities as per SLA on a monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labour.
- 1.12 Service of all the equipment shall be carried out. The service plan shall be discussed with IBA authorities before its execution. The plan was provided by IBA authorities.
- 1.13 All faulty parts of are covered under this agreement and replaced with OEM/COMPATIBLE parts.
- 1.14 No dispute arises regarding the replacement of faulty parts from the company except consumable (Accessories are compatible with 3 3-month warranty) items under this agreement.
- 1.15 The "SERVICE PROVIDER" must provide backup units if the original equipment requires repair. If the "SERVICE PROVIDER" fails to do so, a penalty @ 2% of the total contract amount per day, until the backup unit is delivered to IBA or the original unit is returned to IBA after performing required maintenance/replacement on the part or machine as a whole.
- 1.16 All equipment to be covered under this SLA shall be inspected by the "SERVICE PROVIDER", before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

## **Article II**

### **SCOPE OF PROFESSIONAL SERVICES**

- 2.1 "THE SERVICE PROVIDER" will 'SLA for Dell EMC Storage Service' at IBA Main Campus at, University Enclave, University Road, Karachi.
- 2.2 "THE SERVICE PROVIDER" hereby agrees and acknowledges the periodic supervision of the supplies and to check the EMC Storage in accordance with the description and specification.



- 2.3 “THE SERVICE PROVIDER” hereby agrees and acknowledges the acceptance of attending the meetings with the Head of Procurement “IBA” as and when required.
- 2.4 “THE SERVICE PROVIDER” hereby agrees to accept the variation, if it occurs, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labour.
- 2.6 “THE SERVICE PROVIDER” accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.7 This Agreement shall be in effect from XXXX XX, 2023 to XXXX XX, 2024 and subject to the “SERVICE PROVIDER” inspection of the equipment to ensure that they are in working order.
- 2.8 The “SERVICE PROVIDER” will ensure the following:

- (a) Preventive and corrective maintenance as recommended for the equipment listed in this Agreement.

- (b) Service Level

Service Offering Includes:

Maintenance	Preventive and corrective maintenance as per agreement
Maintenance	Vacuum cleaning of complete equipment.
Maintenance	Physical inspection of complete equipment
Performance	Performance Tests and adjustments/Lubrication of mechanical assemblies
Back-up units	Only with parts agreement as per list.

- (c) Performance Goals

- XX Hrs Response Time.

- On-site support

- Provide a backup unit if required.

- (d) Performance Measures

- (i) 90% of equipment repaired on site

- (ii) Turnaround time for a repair Maximum of 2 days or provide a backup unit.

- (iii) IBA can request other performance measures apart from the above which may be negotiated on a case-by-case basis.

- (e) Maintenance Schedules:

- (f) Preventive Maintenance one (1) times in three months.

- (g) Physical inspection of complete equipment.

- (h) Performance tests and adjustments.

- (i) Performance engineering modification and changes, if recommended by IBA.

- (j) Responsible for the smooth functioning of already installed Hardware as per BOQ.

- (k) Equipment is fully operational and performs properly and meets SBD’s Requirements.

- (l) The scope of the project is to provide warranties for all IT equipment and components requested in BOQ.

- (m) Responsible for responding to events on an urgent basis as per SLA mentioned in this SBD.

- (n) Responsible for providing backup or replacement of any hardware with the same or higher specification. IBA will not accept any low-specification hardware.

- (o) Provide Backup in case of delay in part replacement.

- (p) “THE SERVICE PROVIDER” must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.

- (q) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
- (r) Any value-added service bundled with no impact on the BOQ, service level, shall be acceptable.
- (s) Warranty of consumable items must be a minimum of 3 months. (Battery, Adopter).
- (t) "The "SERVICE PROVIDER" will sign a Service level agreement (SLA) with parts for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).
- (u) "THE SERVICE PROVIDER" must have a team of technically qualified staff on payroll for providing repair and maintenance services.
- (v) "THE SERVICE PROVIDER" bound to all defective items shall be replaced with the new and same brand.

### **Article III**

#### **REMUNERATION**

- 3.1 The cost offered by the SERVICE PROVIDER is Rs. \_\_\_\_\_ (inclusive of all taxes) SLA for Providing SMS Services vide tender # IT/XX/22-23 variation may occur. The cost is inclusive of labor /transportation /supplies /etc.
- 3.2 Liquidated Damages;
- (a) In case of breach of SLA calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.
  - (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
  - (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table;

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

- 3.3 Performance Security 5% of the total amount of the Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.4 Stamp Duty @ 0.35% of the cost of transaction/purchase/work order will be deposited in the Government treasury by THE SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.5 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

### **Article IV**

#### **ANNUAL SUPPORT and MAINTENANCE TERMS**

- 4.1 The Annual Agreement of 'SLA for Dell EMC Storage Service' shall include the following activities
- a. One-year maintenance support with parts, for all the equipment listed in BoQ.

- b. The Bidder will be required to undertake 'SLA for Dell EMC Storage Service' with support and maintenance and related components as follows:
- c. Quarterly onsite preventive maintenance service to keep the equipment in good working condition. The onsite preventive maintenance will include the following:
  - (i) Preventive Maintenance of equipment
  - (ii) Break down calls shall be attended immediately as per SLA.
  - (iii) Corrective maintenance of equipment whenever called upon by the IBA.
- d. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- e. Back-to-back support for items mentioned in the BOQ from the principal.

#### **Article V**

##### **FUTURE DEVELOPMENTS AND UPGRADES**

- 5.1 "THE SERVICE PROVIDER" shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 5.2 Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.

#### **Article VI**

##### **DATA PROTECTION**

- 5.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the "SERVICE PROVIDER" shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuses, and that only the "SERVICE PROVIDER" personnel designated for the purpose of Services have access to the Data.
- 5.2 The "SERVICE PROVIDER" shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
  - (a) Comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
  - (b) Use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
  - (c) Not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the SERVICE PROVIDER within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
  - (d) Observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
  - (e) Take all reasonable steps to ensure the reliability of the personnel who will have access to any Data and ensure that any employee of the SERVICE PROVIDER (or of any of the

- SERVICE PROVIDER's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the SERVICE PROVIDER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
- (f) Consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at the SERVICE PROVIDER's cost) unless the SERVICE PROVIDER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.
- (g) Immediately notify IBA when it becomes aware of a breach of this Clause.

#### **Article VII**

##### **ADD-ON EQUIPMENT**

- 7.1 Any equipment or complete devices may be added to this Agreement at IBA's request at any time; however proportional charges for the specific equipment shall be added in the Agreement.

#### **Article VIII**

##### **SERVICE PROVIDER'S RESPONSIBILITIES**

- 8.1 The "SERVICE PROVIDER" will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down-time.
- 8.2 Parts will be replaced as per agreed terms of the contract.
- 8.3 Response time will be 4 hours via telephone, email or engineer visit.
- 8.4 Engineer's visit time will be 09:00 AM to 04:00 PM during business hours.
- 8.5 Equipment pickup time will be 09:00 AM to 04:00 PM.

#### **Article IX**

##### **SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES**

- 9.1 Burnt / damaged parts replacement.
- 9.2 In terms of damage, the SERVICE PROVIDER's Engineer will inform IBA Staff at his premises and in terms of burnt report will share IBA within 02 working days.
- 9.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

#### **Article X**

##### **SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER**

- 10.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.
- 10.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.

- 10.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in BoQ is also covered.
- 10.4 Under this agreement any hardware becomes faulty, will be replaced by "SERVICE PROVIDER" provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.
- 10.5 If "SERVICE PROVIDER" is required to replace any equipment which is not repairable or damaged or not covered under warranty, then "SERVICE PROVIDER" will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.
- 10.6 The "SERVICE PROVIDER" will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and its working.

### **Article XI**

#### **Operations and Maintenance (OandM) Support**

- 11.1 The following shall be provided to IBA.

#### **24x7x4**

"THE SERVICE PROVIDER" will provide OandM support to IBA with its shared pool of resources On-Call basis.

"THE SERVICE PROVIDER" will provide the mobile phone numbers of the concerned technical persons and escalation.

"THE SERVICE PROVIDER" concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure.

During the OandM, "SERVICE PROVIDER" concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support.

#### **Support Levels Description:**

**Level 1:** "THE SERVICE PROVIDER" engineer will provide telephonic support for minor issues and general queries of IBA.

**Level 2:** "THE SERVICE PROVIDER" engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level 3.

**Level 3:** "THE SERVICE PROVIDER" engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for trouble shooting the problem. If required, Service Provider Technologies engineer will open TAC case and engage support till the rectification of the problem. Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / Service Provider personnel.

### **Article XII**

#### **Call Logging System**

- 12.1 To lodge a complaint CUSTOMER can contact SERVICE PROVIDER's Support desk by phone or by email, once complaint is logged.

Email: \_\_\_\_\_  
 Call at: \_\_\_\_\_ Ext. \_\_\_\_\_

**Non-Working Hours / Holidays:**

Name: \_\_\_\_\_

Number: +92 \_\_\_\_\_

Email: \_\_\_\_\_

12.2 Reporting Service Call While reporting a service call a user/manager must provide following information to SERVICE PROVIDER's helpdesk in order to log a service call:

- (a) Username, Contact Numbers.
  - (b) Model and serial number of machines / devices.
  - (c) Brief description of the problem and symptoms.
  - (d) Ask for Call Log "Ticket Number"
- i. Based on its expertise and knowledge The "SERVICE PROVIDER" has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.
  - ii. In case IBA informs the "SERVICE PROVIDER" of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on the "SERVICE PROVIDER" ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
  - iii. The "SERVICE PROVIDER" support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.

**Hours of Coverage**

The "SERVICE PROVIDER" will provide maintenance and support for 24x7 Basis.

**Response Time**

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	XXXX
Severity Level 2 (S2)	XXXX
Severity Level 3 (S3)	XXXX

**Severity Levels**

The "SERVICE PROVIDER" and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

**SEVERITY LEVEL 1 (S1)**

A Problem that criticality impacts IBA's ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service, hardware or software breaks down etc.

**SEVERITY LEVEL 2 (S2)**

A Problem that impacts IBA's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the IBA from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

**SEVERITY LEVEL 3 (S3)**

A minor problem is one that negligibly impacts IBA's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc

**Article XIII**

**ARBITRATION**

- 13.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

**Article XIV**

**FORCE MAJURE**

- 14.1 The "SERVICE PROVIDER" shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of "SERVICE PROVIDER" and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

**Article XV**

**RENEWAL**

- 15.1 This Agreement shall be renewed with mutual consent and satisfactory performance upon completion of one year if the IBA, Karachi and the "SERVICE PROVIDER" agree so.
- 15.2 Initial contract is for one year, which can be extended to further one year but not more than three years based on the bidder performance. However, Terms and Conditions of the agreement would remain same.

**Article XVI**

**TERMINATION**

- 16.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 days' notice.

**Article XVII**

**INDEMNITY**

- 17.1 "THE SERVICE PROVIDER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE

SERVICE PROVIDER” which disturbs or damage the reputation, quality or the standard of services provided by “IBA” and any person claiming through the IBA.

**Article VIII**

**NOTICE**

- 18.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

**Article XIX**

**INTEGRITY PACT**

- 19.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 19.2 Without limiting the generality of the forgoing the “SERVICE PROVIDER”, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 19.3 The “SERVICE PROVIDER”, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, “SERVICE PROVIDER”, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the “SERVICE PROVIDER”, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

**Article XX**

**MISCELLANEOUS**

- 20.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 20.2 The validity of the contract will be effective from the date of issue of Purchase / Work Order.
- 20.3 All terms and conditions of tender vide # IT/15/23-24 will be the integral part of this agreement and can't be revoked.